JULY 1, 2019 MEETING CONTINUED TO JULY 8, 2019
DUE TO LACK OF A QUORUM

TOWN OF PARKER COUNCIL AGENDA
July 1, 2019

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. **PARKER CHAMBER OF COMMERCE UPDATES**

3. **DOWNTOWN BUSINESS ALLIANCE UPDATES**

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

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

6. **CONSENT AGENDA**

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

   A. APPROVAL OF MINUTES - June 3, 2019 and June 17, 2019

B. ORDINANCE NO. 8.30 - First Reading
A Bill for an Ordinance to Add a New Chapter 4.11, Entitled Impact Fees, to the Parker Municipal Code

Department: Town Attorney, Kristin Schledorn
Town Administrator, Dannette Robberson
Second Reading: July 15, 2019

C. ORDINANCE NO. 8.20.4 - First Reading
A Bill for an Ordinance Repealing Chapter 4.11 of the Parker Municipal Code, Entitled Impact Fees, and Amending Chapter 4.07 of the Parker Municipal Code, Entitled Development Excise Tax, Subject to the Approval of the Registered Electors of the Town at the Special Election on November 5, 2019

Department: Town Attorney, Kristin Schledorn
Finance, Mary Lou Brown
Second Reading: July 15, 2019

D. ORDINANCE NO. 1.534 - First Reading
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 5, 2019, Special Election to Raise Additional Revenue Through an Increase in the Excise Tax Imposed on New Residential Development

Department: Town Attorney, Kristin Schledorn
Second Reading: July 15,2019

E. ORDINANCE NO. 1.523.3 - First Reading
A Bill for an Ordinance to Adopt the 2019 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Mary Lou Brown
Finance, Rhonda Willey
Second Reading: July 15, 2019

F. ORDINANCE NO. 9.292 - First Reading
A Bill for an Ordinance to Approve the Delegation and Participation Agreement By and Between the Town of Parker and the City and County of Denver for the Metro Mortgage Assistance Plus Program

Department: Community Development, Bryce Matthews
Second Reading: July 15, 2019

G. ORDINANCE NO. 1.535 - First Reading
A Bill for an Ordinance to Approve the Memorandum of Understanding Among the Board of County Commissioners of the County of Douglas, the Douglas County Mental Health Initiative, Caring Communities of Colorado, LLC, the Town of Parker and the Douglas County Sheriff's Office Concerning a Community Response Team

Department: Police, Jim Tsurapas
Second Reading: July 15, 2019

H. ORDINANCE NO. 1.533.1 - First Reading
A Bill for an Ordinance Amending Ordinance No. 1.533, Series 2019, Finally Adopted and Approved on May 23, 2019, Relating to the Leasing of Certain Town Property and the Execution and Delivery By the Town of a Site Lease, a Lease Purchase Agreement and Other Financing Documents in Connection Therewith

Department: Finance, Mary Lou Brown
Finance, Rhonda Willey
Second Reading: July 15, 2019

I. ORDINANCE NO. 9.293 - First Reading
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 5, 2019, Coordinated Election

Department: Town Attorney, Jim Maloney
Town Clerk, Carol Baumgartner
Second Reading: July 15, 2019

J. RESOLUTION NO. 19-051
A Resolution to Amend Resolution No. 10-046, Series 2010, and to Adopt the Updated Town of Parker Emergency Operations Plan

Department: Police, Andy Coleman
Police, Greg Thornton

K. CHAMBERS ROAD ANNEXATIONS

Department: Community Development, Stacey Nerger

1. RESOLUTION NO. 19-042
A Resolution Finding Substantial Compliance of the Chambers Road No. 1 Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on August 19, 2019, for the Purpose of Considering Said Annexation

2. *RESOLUTION NO. 19-043*
A Resolution Finding Substantial Compliance of the Chambers Road No. 2 Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on August 19, 2019, for the Purpose of Considering Said Annexation

3. *RESOLUTION NO. 19-044*
A Resolution Finding Substantial Compliance of the Chambers Road No. 3 Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on August 19, 2019, for the Purpose of Considering Said Annexation

4. *RESOLUTION NO. 19-045*
A Resolution Finding Substantial Compliance of the Chambers Road and Public Service Company of Colorado Right-of-Way Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on August 19, 2019, for the Purpose of Considering Said Annexation

L. CONTRACTS OVER $100,000

1. *Kings Point Way - Cottonwood Drive to Aurora Parkway (CIP18-001)*

Amount:	*$3,054,315.00*
Contractor:	*HEI Civil*
Department:	*Engineering and Public Works, Tom Gill*

2. *Lincoln Avenue Extension & Auxiliary Lane (CIP 19-0013)*

Amount:	*$706,380.15*
Contractor:	*Brannan Sand & Gravel, Inc*
Department:	*Engineering/Public Works, Danny Smith*

3. *2019 Townwide Concrete Replacement Program Contract Modification (CIP 19-006)*

Amount:	*$86,000*
Contractor:	*Stone & Concrete, Inc*
Department:	*Engineering/Public Works, Danny Smith*

4. *Auburn Hills Park Project Professional Services Agreement*

Amount:	*$112,218*

Contractor: *Wenk Associates*
Department: *Engineering and Public Works, Bob Exstrom*

5. Asset Management Software Professional Services Agreement

Amount: *$234,400.00*
Contractor: *Beehive Industries*
Department: *Engineering and Public Works, Danny Smith*

7. **PUBLIC HEARINGS**

2019 BUDGET AMENDMENT

Department: Finance, Mary Lou Brown
Engineering/Public Works, Jim Gilbert

1. ORDINANCE NO. 1.523.2 Second Reading
A Bill for an Ordinance to Adopt the 2019 Budget Amendment for the Town of Parker and to Make Appropriations for the Same

2. Repairs to PACE Center Roof

Amount: $230,000
Contractor: Exterior Solutions

8. **ORDINANCES**

ORDINANCE NO. 9.291- Second Reading
A Bill for an Ordinance Approving the Agreement Regarding Final Design and Construction of Fee-In-Lieu Drainage and Flood Control Improvements for Green Acres Tributary at Compark Village South (Agreement No. 19-06.01, Project No. 107382) By and Between Urban Drainage and Flood Control District and the Town of Parker

Department: Engineering/Public Works, Jacob James

9. RESOLUTIONS

A. RESOLUTION NO. 19-052
A Resolution to Approve the Mutual Release and Settlement, by and between the Town of

Parker, Colorado, and South Metro Fire Rescue Fire Protection District

Department: Town Attorney, Jim Maloney

10. ADJOURNMENT

Parker Town Council

Executive Session Agenda

July 1, 2019

"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)."

Section 10.11.080 of the Parker Municipal Code (amended and restated service plans for Hess Ranch Metropolitan District Nos. 4-8 and related intergovernmental agreements)

TOWN OF PARKER COUNCIL
MINUTES
JUNE 3, 2019

Mayor Pro Tem John Diak called the meeting to order at 5:31 P.M. Councilmember Joshua Rivero and Mayor Mike Waid were absent.

Town Attorney Jim Maloney announced the topics for discussion in Executive Session were three (3) items under C.R.S. § 24-6-402(4)(b) , the first was to receive legal advice on specific legal questions concerning potential amendments to the Parker Municipal Code concerning the sale of "kratom" to individuals under the age of 18, the second was to receive legal advice on specific legal questions concerning C.R.S. Section 31-12-104 and C.R.S. Section 31-12-107 concerning the potential annexation of real property located west of the corporate limits of the Town, and the third was to receive legal advice on specific legal questions concerning South Metro Fire Rescue Fire Protection District v. Parker Authority for Reinvestment, et al., Douglas County District Court Case No. 17CV30549.

EXECUTIVE SESSION

Debbie Lewis moved and Renee Williams seconded to go into Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Jeff Toborg moved that Cheryl Poage does not have a conflict with Item #3.

The motion died for lack of a second.

Cheryl Poage left the meeting before Item #3 was discussed.

Debbie Lewis moved and Renee Williams seconded to come out of Executive Session at 7:03 P.M.

The motion was approved unanimously.

Mayor Pro Tem Diak reconvened the meeting at 7:12 P.M.

A Boy Scout in the audience led the Council and audience in the Pledge of Allegiance.

PARKER CHAMBER OF COMMERCE UPDATES

There was no report.

DOWNTOWN BUSINESS ALLIANCE UPDATES

Carrie Glassburn gave an update on the DBA's activities.

PUBLIC COMMENTS

There were none.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Councilmembers reported on meetings they each attended since the last Council meeting.

CONSENT AGENDA

A. *HESS RANCH METROPOLITAN DISTRICT NOS. 1-3*

Department: *Town Attorney, Kristin Schledorn*

Second Reading: *June 17, 2019*

1. *ORDINANCE NO. 9.287 - First Reading*
   A Bill for an Ordinance Approving the Intergovernmental Agreement By and Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 1 to be Known as Trails at Crowfoot Metropolitan District No. 1

2. *ORDINANCE NO. 9.288 - First Reading*
   A Bill for an Ordinance Approving the Intergovernmental Agreement By and Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 2 to be Known as Trails at Crowfoot Metropolitan District No. 2

3. *ORDINANCE NO. 9.289 - First Reading*
   A Bill for an Ordinance Approving the Intergovernmental Agreement By and Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 3 to be Known as Trails at Crowfoot Metropolitan District No. 3

B. *ORDINANCE NO. 3.345.1 - First Reading*
A Bill for an Ordinance Affirming the Passage of Emergency Ordinance No. 3.345, Series of 2019, A Bill for an Emergency Ordinance to Impose a Temporary Suspension for One Hundred Eighty (180) Days in Duration on the Processing and Approval of any Application for a Town of Parker Permit or License Related to the Operation of a Business that Would Be Engaged in the Growing, Storage, Extraction, Processing or Manufacturing of Industrial Hemp or the Extraction, Processing or Manufacturing of Industrial Hemp in Commercial Products Containing Industrial Hemp; Directing the Prompt Investigation of the Town's Regulatory Authority Over Such Businesses Pursuant to the Authority Granted by Article XX, Section 6, of the Colorado Constitution; and Declaring the Intention of the Town Council to Consider the Adoption of Appropriate Town Regulations With Respect to Such Businesses if Permitted by Law

Department: *Town Attorney, Kristin Schledorn*

Second Reading: *June 17, 2019*

C. *RESOLUTION NO. 19-037*
A Resolution Accepting the Conveyance of a Drainage Easement from DBC Parker, Limited Liability Company, for a Portion of Lot 2, Bailey Subdivision

Department: *Engineering/Public Works, Tyler Sandt*

D. RESOLUTION NO. 19-038
A Resolution Accepting the Conveyance of a Drainage Easement from Parker Mainstreet Partners, LLC, for a Part of Lot 31A-1, Block 1, Twenty Mile Village Filing No. 2, 12th Amendment

Department: Engineering/Public Works, Tyler Sandt

E. RESOLUTION NO. 19-039
A Resolution Accepting the Conveyance of a Drainage Easement from FCAC-Parker LLC, for Lot 3, Block 10 of Stroh Crossing Filing No. 1

Department: Engineering/Public Works, Tyler Sandt

Renee Williams moved and Debbie Lewis seconded to approve Consent Agenda Items 6A through 6E.

The motion was approved unanimously.

PUBLIC HEARINGS

JACKALOPE PLANNED DEVELOPMENT AMENDMENT NO. 1 - Rezoning

Applicant: **Marley Hodgson, Jackalope Properties, LLC**
Location: **Southeast corner of Parker Road and Cockriel Drive**
Department: **Community Development, Stacey Nerger**
TRAKiT No.: **Z18-026**

7:20 P.M.

The applicant proposed a commercial development containing a hardware store and garden center. To support this type of development, the applicant proposes an amendment to the Jackalope Planned Development (PD) Guide and Plan ("PD Amendment"). The purpose of the proposed PD Amendment is to permit a greater range of commercial uses, especially retail, including the hardware store and garden center. The proposed PD Amendment will expand the uses allowed and the property to incorporate those uses permitted by right in the C-Commercial Zone including accessory uses, definitions and development standards.

The applicant has also submitted Replat and Site Plan Amendment applications in connection with their proposal for commercial development. These applications are currently under review and will be approved administratively subject to Town Council action on the proposed PD Amendment at public hearing.

The Planning Commission held a public hearing on May 9, 2019 and recommended that Town Council approve the proposed PD Amendment.

Applicant

Marley Hodgson, 8080 S Holly St., Centennial, CO, gave the background on his family-owned business. They have five divisions: Ace Hardware, Highlands Garden Center, Lawn Sprinkler Center, Rental/Repair Center and Small Motor Repair.

Public Comment

The following individuals spoke in favor of this project.

* Ty Asland, Craftsman Drive
* David Ardell
* James Yates, E. Hatchet (Robinson Ranch)

The Public Hearing was closed at 7:34 P.M.

ORDINANCE NO. 3.113.1 -Second Reading
A Bill for an Ordinance to Amend the Jackalope Planned Development Guide and Plan, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith

Cheryl Poage moved to approve Ordinance No. 3.113.1 on second reading.

Jeff Toborg seconded the motion.

The motion was approved unanimously.

<u>ORDINANCES</u>

A. ORDINANCE NO. 9.286 - Second Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for the Dransfeldt Road Extension

Department: Engineering/Public Works, Chris Hudson

The purpose of this ordinance is to approve an intergovernmental agreement (IGA) with Douglas County for the conceptual preliminary design of the proposed Dransfeldt Road extension project. This IGA is needed to formalize negotiations and jointly fund the conceptual preliminary design effort.

The Town and Douglas County have both appropriated $125,000 as part of their 2019 budgets ($250,000 total) to fund this conceptual/preliminary design effort.

Public Comment - None

Cheryl Poage moved to approve Ordinance No. 9.286 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 3.343 - Second Reading
A Bill for an Ordinance Amend Section 13.04.150 of the Parker Land Development Ordinance Concerning the Rezoning of Areas From All Other Zoning Districts to PD-Planned Development

Department: Community Development, Bryce Matthews

The proposed amendment to the Land Development Ordinance (LDO) will create minimum area criteria for the rezoning of properties in standard zone districts that are established in the LDO, such as the C-Commercial or LI-Light Industrial Districts, to a PD-Planned Development District as follows:

1. The area of the proposed PD zone is a minimum of ten (10) acres, or
2. The proposed PD zone is being used to clean-up the zoning of an area comprised of multiple lots burdened by split lot zoning (more than one zone district) and the area of the proposed PD zone is a minimum of four (4) acres.

The Planning Commission held a public hearing on May 9, 2019 and recommended that Town Council approve the proposed amendment to the LDO.

Public Comment - None

Debbie Lewis moved to approve Ordinance No. 3.343 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

C. ORDINANCE NO. 9.264.1 - Second Reading
A Bill for an Ordinance Approving the First Amendment to Intergovernmental Agreement Between the Town of Parker, Colorado, and Anthology West Metropolitan District Nos. 5 and 6

Department: Town Attorney, Kristin Schledorn

The Town, Anthology West Metropolitan District Nos. 5 and 6 (the "Districts"), Cherry Creek South Metropolitan District Nos. 2 and 3 (now known as Anthology West Metropolitan District Nos. 2 and 3), and Anthology West Metropolitan District No. 4 entered into an Intergovernmental Agreement dated July 12, 2016 (the "IGA"). This ordinance approves the First Amendment to Intergovernmental Agreement between the Town and Anthology West Metropolitan District Nos. 5 and 6.

Public Comment - None

Renee Williams moved to approve Ordinance No. 9.264.1 on second reading.

Debbie Lewis seconded the motion.

The motion passed 4-1. (Poage voted no.)

D. ORDINANCE NO. 9.290 - Second Reading
A Bill for an Ordinance Approving the Agreement Regarding Final Design and Construction of Fee-In-Lieu Drainage and Flood Control Improvements for Lemon Gulch Upstream of Crowfoot Valley Road (Agreement No. 18-12.24, Project No. 107087) By and Between Urban Drainage and Flood Control District and the Town of Parker

Department: Engineering/Public Works, Jacob James

This intergovernmental agreement between the Town and Urban Drainage is to fund the design of major drainage improvements to Lemon Gulch and Lemon Gulch Tributary within the Hess Ranch property. The property owner of the Hess Ranch property has provided the funds for this engineering effort to satisfy the development obligation to design the improvements. The property owner will provide funds for construction of the improvements at a later date as determined by the partial waiver resolution signed by the Town and consented to by the property owner.

Public Comment - None

Debbie Lewis moved to approve Ordinance No. 9. 290 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

E. ORDINANCE NO. 5.28.25 - Second Reading
A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code Concerning 3.2 Beer and Changing the Reference from Town Council to Special Licensing Authority in the Parker Municipal Code Where Appropriate

Department: Town Attorney, Jim Maloney

In 2018, the Colorado General Assembly passed SB 18-243, which made numerous substantive changes to the Colorado Beer Code, one of which was to remove "3.2% Beer" from the Colorado Beer Code, effective January 1, 2019. The purpose of this ordinance is to amend the Town's "3.2% Beer" regulations to conform with SB 18-243, and to address some "cleanup" items changing the reference from Town Council to Special Licensing Authority where appropriate.

Public Comment - None

Debbie Lewis moved to approve Ordinance No. 5.28.25 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 7:57 P.M.

_____ _____

Carol Baumgartner, Town Clerk John Diak, Mayor Pro Tem

TOWN OF PARKER COUNCIL
MINUTES
JUNE 17, 2019

Mayor Mike Waid called the Town Council and Parker Authority for Reinvestment combined meeting to order at 5:30 P.M. Councilmember Joshua Rivero was absent.

Cheryl Poage left the meeting because she has a conflict with the Combined Executive Session item.

Town Attorney Jim Maloney and PAR Attorney Corey Hoffmann announced that there was one (1) item for the Combined Executive Session under C.R.S. § 24-6-402(4)(b) to receive legal advice on specific legal questions concerning South Metro Fire Rescue Fire Protection District v. Parker Authority for Reinvestment, et al., Douglas County District Court Case No. 17CV30549.

COMBINED EXECUTIVE SESSION

Debbie Lewis moved and Renee Williams seconded to go into the Combined Executive Session to hold a conference with the Town attorney and PAR attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Debbie Lewis moved and Renee Williams seconded to come out of the Combined Executive Session at 6:00 P.M.

The motion was approved unanimously.

Debbie Lewis moved and John Diak seconded to adjourn the PAR meeting at 6:01 P.M.

The motion was approved unanimously.

Cheryl Poage returned to the meeting at 6:01 P.M.

EXECUTIVE SESSION

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session where four (4) items. Under C.R.S. § 24-6-402(4)(e) there was one item which was a listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet); under C.R.S. 24-6-402(4)(b) there were three (3) items, the first was to receive legal advice on specific legal questions concerning C.R.S. Section 31-12-1-6(1) concerning the involuntary annexation of the KOA property, the second was to receive legal advice on specific legal questions concerning Chapter 4.07 of the Parker Municipal Code concerning excise tax and Article XX of the Colorado Constitution concerning development impact fees, and the third was to receive legal advice on specific legal questions concerning Memorandum of Understanding with Douglas County concerning the Community response Team.

Renee Williams moved and Debbie Lewis seconded to go into the Town Council Executive Session to determine positions relative to maters 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).

The motion was approved unanimously.

Debbie Lewis moved and Renee Williams seconded to come out of Executive Session at 7:15 P.M.

The motion was approved unanimously.

Mayor Waid reconvened the regular meeting at 7:23 P.M.

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

PARKER CHAMBER OF COMMERCE UPDATES

None.

PUBLIC COMMENTS

None.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Councilmembers reported on meetings they attended since the last Council meeting.

CONSENT AGENDA

A. APPROVAL OF MINUTES - May 20, 2019 and May 23, 2019

B. AGREEMENT REGARDING DESIGN AND PERMITTING FOR GREEN ACRES TRIBUTARY IMPROVEMENTS

Department: Engineering/Public Works, Jacob James

C. ORDINANCE NO. 1.523.2 First Reading
A Bill for an Ordinance to Adopt the 2019 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Rhonda Willey
Finance, Mary Lou Brown

Second Reading: July 1, 2019

D. ORDINANCE NO. 9.291- First Reading
A Bill for an Ordinance Approving the Agreement Regarding Final Design and Construction of Fee-In-Lieu Drainage and Flood Control Improvements for Green Acres Tributary at Compark Village South (Agreement No. 19-06.01, Project No. 107382) By and Between Urban Drainage and Flood Control District and the Town of Parker

Department: Engineering/Public Works, Jacob James
Second Reading: July 1, 2019

E. RESOLUTION NO. 19-040
A Resolution to Appoint the Chair and to Appoint Members and Alternates to the Town of Parker Planning Commission

Department: Community Development, Rosemary Sietsema

F. RESOLUTION NO. 19-041
A Resolution Setting the Date for Consideration of the Annexation Ordinance for the KOA Enclave Property for Second Reading on August 5, 2019

Department: Community Development, Stacey Nerger

G. RESOLUTION NO. 19-047
A Resolution Accepting the Conveyance of a Drainage Easement from Halle Properties, L.L.C., for a Part of Lot 2, Country Meadows Square, 3rd Amendment

Department: Engineering/Public Works, Tyler Sandt

H. RESOLUTION NO. 19-048
A Resolution Accepting the Conveyance of a Drainage Easement from WMG Development, LLC, for a Portion of Lot 5, Block 10, Stroh Crossing Filing No. 1, Amendment No. 1

Department: Engineering/Public Works, Tyler Sandt

I. RESOLUTION NO. 19-049
A Resolution Accepting the Conveyance of a Drainage Easement from Reata Ridge Realty Partners LLC, for a Portion of Lot 6, Block 10, Stroh Crossing Filing No. 1, Amendment No. 1

Department: Engineering/Public Works, Tyler Sandt

J. RESOLUTION NO. 19-050
A Resolution Accepting the Conveyance of a Drainage Easement from Reata Ridge Realty Partners, LLC, for a Portion of Lot 7, Block 10, Stroh Crossing Filing No. 1, Amendment No. 1

Department: Engineering and Public Works, Tyler Sandt

Cheryl Poage moved and Jeff Toborg seconded to remove Consent Agenda Item 5B.

The motion was approved 3-2. (Councilmembers Lewis and Williams voted no.)

Cheryl Poage moved and Renee Williams seconded to approve Consent Agenda Items 5A through 5J, with exception of 5B.

The motion was approved unanimously.

Jacob James explained that the developer was providing the Town with the engineering design funds in lieu of the developer doing this work themselves.

Cheryl Poage moved and Debbie Lewis seconded to approve Consent Agenda Items 5B..

The motion was approved unanimously.

PUBLIC HEARINGS

A. HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
Department: Town Attorney, Kristin Schledorn

7:35 P.M.
Items 1 through 6 approved the Amended and Restated Service Plans and Amended and Restated Intergovernmental Agreements (IGAs) between the Town of Parker, Colorado, and Hess Ranch Metropolitan District Nos. 1-3 (to be known as Trails at Crowfoot Metropolitan District Nos. 1-3). Items 7 and 8 approve forms of agreements (a Partial Termination of a Debt Allocation and Cost Sharing Agreement and an Amended and Restated District Operating Agreement) among the Districts related to the approval of the amended and restated service plans and IGAs.

Pursuant to the terms of the proposed IGAs and Service Plans, the Districts have agreed to levy and remit to the Town, a property tax of 5 mills, which will be used for the planning, design, construction and maintenance of Town infrastructure, as identified on Exhibit B of the IGAs.

Megan Murphy of White Bear Ankele Tanaka & Waldron gave a brief presentation and was available for questions.

Public Comment - None

The Public Hearing was closed at 7:45 P.M.

1. **RESOLUTION NO. 19-032**
   A Resolution to Approve the Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 1 to be Known as Trails at Crowfoot Metropolitan District No. 1

John Diak moved to approve Resolution No. 19-032.

Debbie Lewis seconded the motion.

The motion was approved 4-1. (Councilmember Poage voted no.)

2. **RESOLUTION NO. 19-033**
   A Resolution to Approve the Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 2 to be Known as Trails at Crowfoot Metropolitan District No. 2

Debbie Lewis moved to approve Resolution No. 19-033.

Renee Williams seconded the motion.

The motion was approved 4-1. (Councilmember Poage voted no.)

3. **RESOLUTION NO. 19-034**
   A Resolution to Approve the Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 3 to be Known as Trails at Crowfoot Metropolitan District No. 3

Renee Williams moved to approve Resolution No. 19-034.

Debbie Lewis seconded the motion.

The motion was approved 4-1. (Councilmember Poage voted no.)

4. **ORDINANCE NO. 9.287 - Second Reading**
   A Bill for an Ordinance Approving the Intergovernmental Agreement By and Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 1 to be Known as Trails at Crowfoot Metropolitan District No. 1

Renee Williams moved to approve Ordinance No.9.287 on second reading.

John Diak seconded the motion.

The motion was approved 4-1. (Councilmember Poage voted no.)

5. **ORDINANCE NO. 9.288 - Second Reading**
   A Bill for an Ordinance Approving the Intergovernmental Agreement By and Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 2 to be Known as Trails at Crowfoot Metropolitan District No. 2

John Diak moved to approve Ordinance No. 9.288

Debbie Lewis seconded the motion.

The motion was approved 4-1. (Councilmember Poage voted no.)

6. **ORDINANCE NO. 9.289 - Second Reading**
   A Bill for an Ordinance Approving the Intergovernmental Agreement By and Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 3 to be Known as Trails at Crowfoot Metropolitan District No. 3

Debbie Lewis moved to approve Ordinance No. 9.289 on second reading.

Renee Williams seconded the motion.

The motion was approved 4-1. (Councilmember Poage voted no.)

7. **RESOLUTION NO. 19-035**
   A Resolution Approving the Form of Partial Termination of Intergovernmental Agreement Regarding Debt Allocation and Cost Sharing Proposed Among Hess Ranch Metropolitan District Nos. 1-8

Renee Williams moved to approve Resolution No. 19-035.

Debbie Lewis seconded the motion.

The motion was approved 4-1. (Councilmember Poage voted no.)

8. **RESOLUTION NO. 19-036**
   A Resolution Approving the Form of Amended and Restated District Operating Agreement Among Hess Ranch Metropolitan District No. 1, Hess Ranch Metropolitan District No. 2 and Hess Ranch Metropolitan District No. 3

Renee Williams moved to approve Resolution No. 19-036.

Debbie Lewis seconded the motion.

The motion was approved 4-1. (Councilmember Poage voted no.)

<u>ORDINANCES</u>

A. ORDINANCE NO. 3.345.1 - Second Reading
A Bill for an Ordinance Affirming the Passage of Emergency Ordinance No. 3.345, Series of 2019, A Bill for an Emergency Ordinance to Impose a Temporary Suspension for One Hundred Eighty (180) Days in Duration on the Processing and Approval of any Application for a Town of Parker Permit or License Related to the Operation of a Business that Would Be Engaged in the Growing, Storage, Extraction, Processing or Manufacturing of Industrial Hemp or the Extraction, Processing or Manufacturing of Industrial Hemp in Commercial Products Containing Industrial Hemp; Directing the Prompt Investigation of the Town's Regulatory Authority Over Such Businesses Pursuant to the Authority Granted by Article XX, Section 6, of the Colorado Constitution; and Declaring the Intention of the Town Council to Consider the Adoption of Appropriate Town Regulations With Respect to Such Businesses if Permitted by Law

Department: Town Attorney, Kristin Schledorn

On May 20, 2019, Town Council approved Emergency Ordinance No. 3.345, Series of 2019. Pursuant to Parker Home Rule Charter Section 7.6, an emergency ordinance must be affirmed by Town Council within 90 days after passage to remain in effect.

It was noted that the Governor has signed this bill.

Public Comment - None

Cheryl Poage moved to approve Ordinance No. 3.345.2 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 7:53 P.M.

_____ _____

Carol Baumgartner, Town Clerk Mike Waid, Mayor

PARKER
COLORADO

Request for Town Council Action

Date: July 1, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 8.30 - First Reading**
A Bill for an Ordinance to Add a New Chapter 4.11, Entitled Impact Fees, to the Parker Municipal Code

Department: **Town Attorney, Kristin Schledorn**
Town Administrator, Dannette Robberson
Second Reading: **July 15, 2019**

EXECUTIVE SUMMARY

This ordinance establishes impact fees for general government, police, courts, public works, parks and recreation, and transportation.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On May 21, 2018, the Town retained TischlerBise to conduct a comprehensive fiscal analysis including a development impact fee study and development related user fee study. TischlerBise is a national firm that has been providing consulting services to public agencies for forty years and has prepared over 700 fiscal/economic impact evaluations and over 900 impact fee/infrastructure financing studies. They are recognized as a leading national expert on revenue enhancement and cost of growth strategies.

In three previous study sessions on October 22, 2018, on April 22, 2019, and on June 10, 2019, the TischlerBise consultants provided detailed information regarding the Town's current development funding practices including the current excise tax. They provided detailed information on the impact fee methodologies utilized in the study. During the June 10 study session, the consultants provided the draft maximum supportable fee amounts. On June 11, 2019, the TischlerBise consultants presented information regarding the impact fee study to interested stakeholders. Town staff from the Town Administrator's Office, Engineering/Public

Works, Community Development, P3, and Finance Departments were also present to answer questions.

The proposed ordinance establishes impact fees, at the maximum supportable fee amount, as identified in the Development Impact Fee Study, for the following categories: general government, police, courts, public works parks and recreation, and transportation. Fees will be paid at the time of building permit, at which time credit will be given for excise taxes paid.

If passed, this ordinance will become effective on September 1, 2019, and will be repealed if the excise tax increase is passed by the voters on November 5, 2019.

FINANCIAL IMPACT

Revenue projections, for the next 10 years, were calculated by TischlerBise as part of the Development Impact Fee Study, and are summarized below:

General Government Impact Fee Revenue: $2,228,609
Police Impact Fee Revenue: $2,143,461
Court Impact Fee Revenue: $209,536
Public Works Impact Fee Revenue: $1,492,384
Parks and Recreation Impact Fee Revenue: $24,742,523

This does not take into account any credits that may be given (i.e., for excise taxes paid or system-level improvements), which would result in lower revenue projections.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 8.30

RECOMMENDED MOTION

I move to approve Ordinance No. 8.30 and to schedule second reading on July 15, 2019, as part of the consent agenda.

ORDINANCE NO. 8.30, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO ADD A NEW CHAPTER 4.11, ENTITLED IMPACT FEES, TO THE PARKER MUNICIPAL CODE

WHEREAS, the Town of Parker is experiencing significant growth;

WHEREAS, the Town of Parker is experiencing significant problems resulting from increased growth generated by new residential and nonresidential uses, which has created an immediate need to provide for fees for the expansion of community facilities such as general government, police, courts, public works, parks and recreation, and transportation to ensure that infrastructure is available to accommodate new growth within the Town;

WHEREAS, the Town of Parker has undertaken reviews and studies and has reviewed potential remedies to both existing and potential future problems associated with such facilities;

WHEREAS, the reviews and studies undertaken by the Town include, among others, the Town's 10-year Capital Improvement Plan, the Parker 2035 Master Plan, the Town of Parker Transportation Master Plan, the Town of Parker Parks, Recreation and Open Space Master Plan, and the Development Impact Fee Study prepared for the Town by TischlerBise;

WHEREAS, the Town of Parker has considered the findings and recommendations of the reviews and studies described above and has analyzed the reviews and studies in terms of the Town's existing and projected budgets, including existing and proposed public projects upon which expenditures of public funds will be required to be made, as well as analyzing existing and potential revenue sources, including existing and potential new taxes, fees, and assessments;

WHEREAS, based upon an Development Impact Fee Study prepared by TischlerBise of the current service standards for general government, police, courts, public works, parks and recreation, and transportation in the Town of Parker, compared to the projected extent and type of growth expected in the Town of Parker, TischlerBise has determined the maximum allowable fee amounts for general government, police, courts, public works, parks and recreation, and transportation, and that all of the revenues thereby generated be set aside and utilized solely for each of the impact areas described above;

WHEREAS, the Town of Parker finds that the maximum allowable fee amounts as determined by TischlerBise are reasonable based upon the criteria and considerations contained in the Development Impact Fee Study which is attached hereto as **Exhibit A** and incorporated by this reference; and

WHEREAS, the Town Council of the Town of Parker hereby adopts the Development Impact Fee Study prepared by TischlerBise and determines to adopt fees for general government, police, courts, public works, parks and recreation, and transportation.

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

Section 1. The Parker Municipal Code is hereby amended by the adoption of a new Chapter 4.11, entitled "Impact Fees":

CHAPTER 4.11

Impact Fees

4.11.010 Authority and applicability.

(a) The Town of Parker, as a home rule municipality organized under Article XX of the Colorado Constitution, has the authority to adopt this Chapter.

(b) This Chapter shall apply to all property within the Town.

4.11.020 Intent and purpose.

The Town of Parker is experiencing rapid growth which increases the cost to the Town of providing facilities necessitated by such growth. The Town Council has determined, based in part upon the recommendations of TischlerBise contained in the Development Impact Fee Study, that a fee upon new construction which is causing said increased costs is a proper method of paying for such costs provided, however, that said fees should bear a reasonable relationship to the need created for additional improvements by the new development which is subject to, and which will pay, such fees. The Town Council has further determined to adopt fees for general government, police, courts, public works, parks and recreation, and transportation in the amounts specified in this Chapter.

4.11.030 Definitions.

As used in this Article, the following words shall be construed to have the meanings defined below:

Building permit means an official document or certificate, which is issued by the Chief Building Official and/or designee that authorizes performance of a specified activity such as the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving, or repair of a building or structure and will/may require the issuance of a certificate of occupancy, certificate of compliance or certificate of completion.

Certificate of occupancy means an official document or certification which is issued by the Town Building Official and which authorizes the occupancy, temporary or otherwise, of a building or structure.

Courtroom facility means a facility that directly reduces the demand on the Town of Parker court facilities located in Town Hall.

Dwelling unit means single-family and multifamily dwellings.

Fee payer means a person who applies to the Town for the issuance of a building permit that will require the issuance of a certificate of occupancy, certificate of compliance or certificate of completion.

Floor area means the floor area within the inside perimeter of the exterior walls of the building under consideration, exclusive of vent shafts and courts, without deduction for corridors, stairways, ramps, closets, the thickness of interior walls, columns or other features. The floor area a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above. The floor area shall not include shafts with no opening or interior courts.

General government facility means a facility that directly reduces the demand on the Town of Parker Town Hall.

Industrial use means any use by an establishment primarily engaged in the production, transportation, or storage of goods. By way of example, *industrial uses* include manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities and telecommunications buildings.

Institutional use means any use by an establishment utilizing public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, *institutional uses* include schools, universities, churches, daycare facilities, government buildings and prisons.

Multifamily dwelling means a structure or building that contains three (3) or more attached dwelling units.

Office use means any use by an establishment providing management, administrative, professional or business services, or personal or health care services. By way of example, *office uses* include banks, business offices, assisted living facilities, nursing homes, hospitals, medical offices and veterinarian clinics.

Police facility means a facility that directly reduces the demand on the Town of Parker Police Station located at 18600 Lincoln Meadows Parkway.

Public works facility means a facility that directly reduces the demand on the Town of Parker public works facilities known as the Tammy Lane Complex public works office and the Motsenbocker Complex public works maintenance shop, fleet shop and public works garage.

Recreational facility means a facility that directly reduces the demand on the Town of Parker recreational facilities known as H20'Brien Pool, Lincoln Avenue Recreation Center and the Plaza Drive Recreation Fieldhouse.

Recreational support facility means a facility that directly reduces the demand on the Town of Parker recreation support facilities known as the Motsenbocker Complex parks office, parks storage and fleet shop and parks garage.

Recreational trail means any improved regional trail, which provides connectivity to the Town-wide regional trail network, that is constructed to Town of Parker standards and is accepted by the Town for maintenance and ownership, excepting therefrom internal network trails.

Regional park facility means a system-level park that is conveyed in fee title which serves the park or recreation needs of the entire population of the Town excepting therefrom pocket parks, neighborhood parks, and community parks.

Regional transportation improvement means a roadway or intersection improvement identified in Figure 52 or Figure 53 of the TischlerBise Development Impact Fee Study, Transportation Master Plan, or in the Town's Capital Improvement Plan, which the Town is obligated to design, construct and maintain.

Residential use means any use approved by the Town for residential use including single-family and multifamily dwellings and accessory uses that are customary to residential uses.

Retail/commercial use means any use by an establishment primarily selling merchandise, eating/drinking places, entertainment/recreational uses and lodging. By way of example, *retail/commercial uses* include shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, movie theatres, athletic clubs, gyms, hotels and motels.

Single-family detached dwelling means a structure or building that contains one (1) detached dwelling unit.

Single-family attached dwelling means a structure or building that contains two (2) attached dwelling units (i.e., a duplex).

4.11.040 Payment of fees.

(a) Any fee payer that was issued a building permit prior to September 1, 2019, is not subject to this Chapter.

(b) Any fee payer that applied for a building permit prior to September 1, 2019, which was not issued until on or after September 1, 2019, shall, at the time of issuance of the building permit, pay to the Town of Parker the fees described in this Chapter.

(c) Any fee payer that applies for a building permit on or after the effective date of this Chapter shall, as a condition of obtaining a building permit, and at the time thereof, pay to the Town of Parker the fees described in this Chapter.

(d) The fees described in this Chapter shall not apply to remodeling of existing structures, provided that such remodeling does not create additional dwelling units for residential uses or new floor area for nonresidential uses. If new residential dwelling units or nonresidential floor area is created, the fees hereby imposed shall

be assessed only against the newly created residential dwelling units or newly created floor area of a nonresidential use.

4.11.050 Transportation fee.

(a) The amount of the transportation fee for residential uses shall be $3,063 for a single family detached dwelling unit; $1,675 for a single family attached dwelling unit; and $1,361 for a multifamily dwelling unit.

(b) The amount of the transportation fee for nonresidential uses shall be $3.357 per square foot of floor area for retail/commercial use; $1.225 per square foot of floor area for office use; $0.494 per square foot of floor area for industrial use; and $1.348 per square foot of floor area for institutional use.

4.11.060 Transportation Fee Fund created; use of funds.

(a) There is hereby established the Transportation Fee Fund. All transportation fees collected pursuant to Section 4.11.050 shall be deposited by the Town of Parker Finance Director in the Transportation Fee Fund.

(b) Monies deposited in the Transportation Fee Fund shall be used for transportation purposes necessary to meet the health, safety, and welfare of the Town. Such transportation purposes include the expansion of the Town's regional transportation network required to accommodate new growth.

(c) No monies derived from the transportation fee may be deposited in the general fund or used for other purposes, except for the equitable share of the cost accounting, management, and government of the Transportation Fee Fund.

4.11.070 Transportation fee credit.

A fee payer may claim a credit against the transportation fee, in addition to the credit received pursuant to Section 4.11.230, only to the extent described in subsections (a) and (b) of this section. Any fee payer claiming a credit as described herein shall submit documentation sufficient to permit the Town Finance Director to determine whether the credit claimed will be allowed and, if so, the amount of such credit. A credit must be claimed no later than at the time application is made for a building permit. The decision by the Finance Director concerning the requested credit will be made in writing prior to the issuance of the building permit. Any credit not so claimed at this time shall be deemed waived by the fee payer. Notwithstanding the above, a building permit shall not be issued until the question of the credit for the transportation fee has been resolved.

(1) A fee payer may receive a credit to offset the reasonable costs of actual construction of regional transportation improvements to the extent paid by the fee payer, pursuant to the following requirements and any additional administrative regulations that may be established by the Town Administrator:

a. No credit shall exceed the amount of the transportation fee due from the fee payer.

b. No credit shall be given for the construction of a regional transportation improvement that a fee payer was obligated to construct pursuant to an annexation agreement. No credit shall be given for the construction of a regional transportation improvement that a fee payer was obligated to construct pursuant to a pre-existing binding subdivision/development agreement with the Town that has received probationary or final acceptance by the Town.

c. No credit shall be given for any regional transportation improvement that was constructed prior to the effective date of this Chapter.

d. If a credit has not been exhausted within twenty (20) years of the date of the issuance of the first building permit for which the fee was due and payable under the provisions of this Chapter, or within such period as may be designated by the Town in writing, such credit shall lapse.

(2) Any credit claimed under the provisions of this section shall be applied in the following manner:

a. In the case of residential uses, the credit shall be prorated among all zoned dwelling units that exist after the regional transportation improvement is completed and probationary acceptance by the Town within a planned development area and shall be applied at the time of the issuance of the building permit for each dwelling unit approved in a subsequent filing.

b. In the case of nonresidential uses, the credit shall be applied to the fees due under the provisions of this Chapter at the time the first building permit is to be issued following the completion and probationary acceptance by the Town of the regional transportation improvement, and thereafter to all subsequently issued building permits until the credit has been exhausted.

4.11.080 Parks and recreation fee.

The amount of the parks and recreation fee for residential uses shall be $5,289 for a single family detached dwelling unit; $3,416 for a single family attached dwelling unit; and $3,069 for a multifamily dwelling unit.

4.11.090 Parks and Recreation Fee Fund created; use of funds.

(a) There is hereby established the Parks and Recreation Fee Fund. All parks and recreation fees collected pursuant to Section 4.11.080 shall be deposited by the Town of Parker Finance Director in the Parks and Recreation Fee Fund.

(b) Monies deposited in the Parks and Recreation Fee Fund shall be used for parks and recreation purposes necessary to meet the health, safety, and welfare of the Town. Such parks and recreation purposes include the expansion of regional parks, regional trails, regional recreational facilities, recreational support facilities and associated recreation infrastructure to serve new growth.

(c) No monies derived from the parks and recreation fee may be deposited in the general fund or used for other purposes, except for the equitable share of the cost accounting, management, and government of the Parks and Recreation Fee Fund.

4.11.100 Parks and recreation fee credit.

A fee payer may claim a credit against the parks and recreation fee, in addition to the credit received pursuant to Section 4.11.230, only to the extent described in subsections (a) and (b) of this section. The total amount of the credits described herein shall not exceed the amount of the park and recreation fee due from the fee payer. Any fee payer claiming a credit as described herein shall submit documentation sufficient to permit the Town Finance Director to determine whether the credit claimed will be allowed and, if so, the amount of such credit. A credit must be claimed at the time application is made for a building permit. The decision by the Finance Director concerning the requested credit will be made in writing prior to the issuance of the building permit. Any credit not so claimed at this time shall be deemed waived by the fee payer. Notwithstanding the above, a building permit shall not be issued until the question of the credit for the transportation fee has been resolved.

(1) A fee payer may receive a credit up to forty-eight percent (48%) against the parks and recreation fee for the construction of recreational facilities. The amount of the credit will equal the amount of the reasonable cost of the actual construction of a recreational facility to the extent paid by the fee payer, not to exceed forty-eight percent (48%) of the parks and recreation fee, subject to the requirements contained in subsection (e) and any additional administrative regulations that may be established by the Town Administrator.

(2) A fee payer may receive a credit up to twenty-nine percent (29%) against the parks and recreation fee for the construction of regional trails. The amount of the credit will equal the amount of the reasonable cost of the actual construction of the regional trails to the extent paid for by the fee payer, not to exceed twenty-nine percent (29%) of the parks and recreation fee, subject to the requirements contained in subsection (e) and any additional administrative regulations that may be established by the Town Administrator.

(3) A fee payer may receive a credit up to twenty-one percent (21%) against the parks and recreation fee for the construction of regional park facilities. The amount of the credit will equal the amount of the reasonable cost of the actual construction of the regional park facilities to the extent paid for by the fee payer,

not to exceed twenty-one percent (21%) of the parks and recreation fee, subject to the requirements contained in subsection (e) and any additional administrative regulations that may be established by the Town Administrator.

(4) A fee payer may receive a credit up to two percent (2%) against the parks and recreation fee for the construction of recreational support facilities. The amount of the credit will equal the amount of the reasonable cost of the actual construction of recreational support facilities to the extent paid for by the fee payer, not to exceed two percent (2%) of the parks and recreation fee, subject to the requirements contained in subsection (e) and any additional administrative regulations that may be established by the Town Administrator.

(5) A fee payer may receive a credit to offset the reasonable costs of actual construction of recreational facilities, regional trails, regional park facilities, and recreational support facilities to the extent paid by the fee payer, pursuant to the following requirements and any additional administrative regulations that may be established by the Town Administrator:

a. No credit shall be given for any recreational facility, regional trail, regional park facility, or recreational support facility that was constructed prior to the effective date of this Chapter.

b. No credit shall be given for any dedication that was made prior to the effective date of this Chapter.

c. No credits under this section shall exceed the amount of the parks and recreation fee due from the fee payer.

d. If a credit has not been exhausted within twenty (20) years of the date of the issuance of the first building permit for which the parks and recreation fee was due and payable under the provisions of this Chapter, or within such period as may be designated by the Town in writing, such credit shall lapse.

(6) Any credit claimed under the provisions of this section shall be applied in the following manner:

a. In the case of residential uses, the credit shall be prorated among all zoned dwelling units that exist after the recreational facility, regional trail, regional park facility, or recreational support facility is completed and probationary acceptance by the Town within a planned development area and shall be applied at the time of the issuance of the building permit for each dwelling unit approved in a subsequent filing.

b. In the case of nonresidential uses, the credit shall be applied to the fees due under the provisions of this Chapter at the time the first building permit is to be issued following the completion and probationary acceptance by the Town of the recreational facility, regional trail, regional park facility,

or recreational support facility, and thereafter to all subsequently issued building permits until the credit has been exhausted.

4.11.110 Public works facilities fee.

(a) The amount of the public works facilities fee for residential uses shall be $256 for a single family detached dwelling unit; $165 for a single family attached dwelling unit; and $149 for a multifamily dwelling unit.

(b) The amount of the public works facilities fee for nonresidential uses shall be $0.0104 per square foot of floor area for retail/commercial use; $0.0261 square foot of floor area for office use; $0.0172 per square foot of floor area for industrial use; and $0.204 per square foot of floor area for institutional use.

4.11.120 Public Works Facilities Fee Fund created; use of funds.

(a) There is hereby established the Public Works Facilities Fee Fund. All public works facilities fees collected pursuant to Section 4.11.110 shall be deposited by the Town of Parker Finance Director in the Public Works Facilities Fee Fund.

(b) Monies deposited in the Public Works Facilities Fee Fund shall be used for public works purposes necessary to meet the health, safety, and welfare of the Town. Such public works purposes include the expansion of public works facilities to serve new growth.

(c) No monies derived from the public works facilities fee may be deposited in the general fund or used for other purposes, except for the equitable share of the cost accounting, management, and government of the Public Works Facilities Fee Fund.

4.11.130 Public works facilities fee credit.

A fee payer may claim a credit against the public works facilities fee, in addition to the credit received pursuant to Section 4.11.230, only to the extent described in subsections (a) and (b) of this section. Any fee payer claiming a credit as described herein shall submit documentation sufficient to permit the Town Finance Director to determine whether the credit claimed will be allowed and, if so, the amount of such credit. A credit must be claimed at the time application is made for a building permit. The decision by the Finance Director concerning the requested credit will be made in writing prior to the issuance of the building permit. Any credit not so claimed at this time shall be deemed waived by the fee payer. Notwithstanding the above, a building permit shall not be issued until the question of the credit for the public works facilities fee has been resolved.

(1) A fee payer may receive a credit to offset the reasonable costs of actual construction of public works facilities to the extent paid by the fee payer,

pursuant to the following requirements and any additional administrative regulations that may be established by the Town Administrator:

a. No credit shall exceed the amount of the public works facilities fee due from the fee payer.

b. No credit shall be given for any public works facility that was constructed prior to the effective date of this Chapter.

c. If a credit has not been exhausted within twenty (20) years of the date of the issuance of the first building permit for which the fee was due and payable under the provisions of this Chapter, or within such period as may be designated by the Town in writing, such credit shall lapse.

(2) Any credit claimed under the provisions of this section shall be applied in the following manner:

a. In the case of residential uses, the credit shall be prorated among all zoned dwelling units that exist after the public works facility is completed and probationary acceptance by the Town within a planned development area and shall be applied at the time of the issuance of the building permit for each dwelling unit approved in a subsequent filing.

b. In the case of nonresidential uses, the credit shall be applied to the fees due under the provisions of this Chapter at the time the first building permit is to be issued following the completion and probationary acceptance by the Town of the public works facility, and thereafter to all subsequently issued building permits until the credit has been exhausted.

4.11.140 General government facilities fee.

(a) The amount of the general government facilities fee for residential uses shall be $381 for a single family detached dwelling unit; $246 for a single family attached dwelling unit; and $221 for a multifamily dwelling unit.

(b) The amount of the general government facilities fee for nonresidential uses shall be $0.158 per square foot of floor area for retail/commercial use; $0.395 per square foot of floor area for office use; $0.261 per square foot of floor area for industrial use; and $0.308 per square foot of floor area for institutional use.

4.11.150 General Government Facilities Fee Fund created; use of funds.

(a) There is hereby established the General Government Facilities Fee Fund. All general government fees collected pursuant to Section 4.11.140 shall be deposited by the Town of Parker Finance Director in the General Government Facilities Fee Fund.

(b) Monies deposited in the General Government Facilities Fee Fund shall be used for general government purposes necessary to meet the health, safety, and welfare of the Town. Such general government purposes include the expansion of general government facilities to serve new growth.

(c) No monies derived from the general government facilities fee may be deposited in the general fund or used for other purposes, except for the equitable share of the cost accounting, management, and government of the General Government Facilities Fee Fund.

4.11.160 General government facilities fee credit.

A fee payer may claim a credit against the general government facilities fee, in addition to the credit received pursuant to Section 4.11.230, only to the extent described in subsections (a) and (b) of this section. Any fee payer claiming a credit as described herein shall submit documentation sufficient to permit the Town Finance Director to determine whether the credit claimed will be allowed and, if so, the amount of such credit. A credit must be claimed at the time application is made for a building permit. The decision by the Finance Director concerning the requested credit will be made in writing prior to the issuance of the building permit. Any credit not so claimed at this time shall be deemed waived by the fee payer. Notwithstanding the above, a building permit shall not be issued until the question of the credit for the general government facilities fee has been resolved.

(1) A fee payer may receive a credit to offset the reasonable costs of actual construction of a general government facility to the extent paid by the fee payer, pursuant to the following requirements and any additional administrative regulations that may be established by the Town Administrator:

a. No credit shall exceed the amount of the general government facilities fee due from the fee payer.

b. No credit shall be given for any general government facility that was constructed prior to the effective date of this Chapter.

c. If a credit has not been exhausted within twenty (20) years of the date of the issuance of the first building permit for which the fee was due and payable under the provisions of this Chapter, or within such period as may be designated by the Town in writing, such credit shall lapse.

(2) Any credit claimed under the provisions of this section shall be applied in the following manner:

a. In the case of residential uses, the credit shall be prorated among all zoned dwelling units that exist after the general government facility is completed and probationary acceptance by the Town within a planned development area and shall be applied at the time of the issuance of the building permit for each dwelling unit approved in a subsequent filing.

b. In the case of nonresidential uses, the credit shall be applied to the fees due under the provisions of this Chapter at the time the first building permit is to be issued following the completion and probationary acceptance by the Town of the general government facility, and thereafter to all subsequently issued building permits until the credit has been exhausted.

4.11.170 Police facilities fee.

(a) The amount of the police facilities fee for residential uses shall be $387 for a single family detached dwelling unit; $250 for a single family attached dwelling unit; and $225 for a multifamily dwelling unit.

(b) The amount of the police facilities fee for nonresidential uses shall be $0.265 per square foot of floor area for retail/commercial use; $0.088 per square foot of floor area for office use; $0.035 per square foot of floor area for industrial use; and $0.096 per square foot of floor area for institutional use.

4.11.180 Police Facilities Fee Fund created; use of funds.

(a) There is hereby established the Police Facilities Fee Fund. All police facilities fees collected pursuant to Section 4.11.170 shall be deposited by the Town of Parker Finance Director in the Police Facilities Fee Fund.

(b) Monies deposited in the Police Facilities Fee Fund shall be used for police facilities purposes necessary to meet the health, safety, and welfare of the Town. Such police purposes include the expansion of police facilities to serve new growth.

(c) No monies derived from the police facilities fee may be deposited in the general fund or used for other purposes, except for the equitable share of the cost accounting, management, and government of the Police Facilities Fee Fund.

4.11.190 Police facilities fee credit.

A fee payer may claim a credit against the police facilities fee, in addition to the credit received pursuant to Section 4.11.230, only to the extent described in subsections (a) and (b) of this section. Any fee payer claiming a credit as described herein shall submit documentation sufficient to permit the Town Finance Director to determine whether the credit claimed will be allowed and, if so, the amount of such credit. A credit must be claimed at the time application is made for a building permit. The decision by the Finance Director concerning the requested credit will be made in writing prior to the issuance of the building permit. Any credit not so claimed at this time shall be deemed waived by the fee payer. Notwithstanding the above, a building permit shall not be issued until the question of the credit for the police facilities fee has been resolved.

(1) A fee payer may receive a credit to offset the reasonable costs of actual construction of a police facility to the extent paid by the fee payer, pursuant to

the following requirements and any additional administrative regulations that may be established by the Town Administrator:

a. No credit shall exceed the amount of the police facilities fee due from the fee payer.

b. No credit shall be given for any police facility that was constructed prior to the effective date of this Chapter.

c. If a credit has not been exhausted within twenty (20) years of the date of the issuance of the first building permit for which the fee was due and payable under the provisions of this Chapter, or within such period as may be designated by the Town in writing, such credit shall lapse.

(2) Any credit claimed under the provisions of this section shall be applied in the following manner:

a. In the case of residential uses, the credit shall be prorated among all zoned dwelling units that exist after the police facility is completed and probationary acceptance by the Town within a planned development area and shall be applied at the time of the issuance of the building permit for each dwelling unit approved in a subsequent filing.

b. In the case of nonresidential uses, the credit shall be applied to the fees due under the provisions of this Chapter at the time the first building permit is to be issued following the completion and probationary acceptance by the Town of the police facility, and thereafter to all subsequently issued building permits until the credit has been exhausted.

4.11.200 Courts facilities fee.

(a) The amount of the courts facilities fee for residential uses shall be $37 for a single family detached dwelling unit; $24 for a single family attached dwelling unit; and $21 for a multifamily dwelling unit.

(b) The amount of the courts facilities fee for nonresidential uses shall be $0.029 per square foot of floor area for retail/commercial use; $0.010 per square foot of floor area for office use; $0.004 per square foot of floor area for industrial use; and $0.011 per square foot of floor area for institutional use.

4.11.210 Courts Facilities Fee Fund created; use of funds.

(a) There is hereby established the Courts Facilities Fee Fund. All courts facilities fees collected pursuant to Section 4.11.200 shall be deposited by the Town of Parker Finance Director in the Courts Facilities Fee Fund.

(b) Monies deposited in the Courts Facilities Fee Fund shall be used for courts facilities purposes necessary to meet the health, safety, and welfare of the Town.

Such courts purposes include the expansion of courtroom facilities to serve new growth.

(c) No monies derived from the courts facilities fee may be deposited in the general fund or used for other purposes, except for the equitable share of the cost accounting, management, and government of the Courts Facilities Fee Fund.

4.11.220 Court facilities fee credit.

A fee payer may claim a credit against the courts facilities fee, in addition to the credit received pursuant to Section 4.11.230, only to the extent described in subsections (a) and (b) of this section. Any fee payer claiming a credit as described herein shall submit documentation sufficient to permit the Town Finance Director to determine whether the credit claimed will be allowed and, if so, the amount of such credit. A credit must be claimed at the time application is made for a building permit. The decision by the Finance Director concerning the requested credit will be made in writing prior to the issuance of the building permit. Any credit not so claimed at this time shall be deemed waived by the fee payer. Notwithstanding the above, a building permit shall not be issued until the question of the credit for the courts facilities fee has been resolved.

(1) A fee payer may receive a credit to offset the reasonable costs of actual construction of a courtroom facility to the extent paid by the fee payer, pursuant to the following requirements and any additional administrative regulations that may be established by the Town Administrator:

a. No credit shall exceed the amount of the courts facilities fee due from the fee payer.

b. No credit shall be given for any courtroom facility that was constructed prior to the effective date of this Chapter.

c. If a credit has not been exhausted within twenty (20) years of the date of the issuance of the first building permit for which the fee was due and payable under the provisions of this Chapter, or within such period as may be designated by the Town in writing, such credit shall lapse.

(2) Any credit claimed under the provisions of this section shall be applied in the following manner:

a. In the case of residential uses, the credit shall be prorated among all zoned dwelling units that exist after the courtroom facility is completed and probationary acceptance by the Town within a planned development area and shall be applied at the time of the issuance of the building permit for each dwelling unit approved in a subsequent filing.

b. In the case of nonresidential uses, the credit shall be applied to the fees due under the provisions of this Chapter at the time the first building

permit is to be issued following the completion and probationary acceptance by the Town of the courtroom facility, and thereafter to all subsequently issued building permits until the credit has been exhausted.

4.11.230 Credit for development excise taxes paid.

A fee payer shall receive a credit equal to the amount of development excise tax paid pursuant to Chapter 4.07. The development excise credit shall be prorated among all fees imposed under this Chapter 4.11, in proportion to the levels at which they are imposed.

4.11.240 Annual fee increase.

In 2020 and every year thereafter, the fees described in this Chapter shall be recomputed by raising or lowering the fees in an amount equal to the percentage of change for the preceding year in the Colorado Construction Cost Index set by the Colorado Department of Transportation or equivalent index reflecting annual changes in local construction costs. The Town Council may waive the annual increase for any particular year or years.

4.11.250 Entitlement to refunds.

(a) All fees collected pursuant to this Chapter shall be appropriated by the Town Council for expenditure within seven (7) years from the date of payment of such fees and shall be expended by the Town for purposes approved herein within ten (10) years of the date of payment. Any fees not so appropriated or expended shall be refunded, upon application, to the record owner of the property for which the impact fee was paid or, if the impact fee was paid by another governmental entity, to such governmental entity; provided, however, that the Town shall retain an additional two percent (2%) of the fee to offset the cost of refund.

(b) In determining whether fee revenues have been appropriated or expended within the requisite periods of time specified in subparagraph (a), monies in the General Government Facilities Fee Fund, the Court Facilities Fee Fund, the Police Facilities Fee Fund, the Public Works Facilities Fee Fund, the Transportation Fee Fund and the Parks and Recreation Fee Fund shall be considered to be appropriated and expended on a first in, first out basis; that is, the first fees paid shall be considered the first fees appropriated and expended.

(c) Any application for a refund under the provisions of this section shall be made within one hundred and eighty (180) days after the expiration of the ten (10) year period following the date of payment of such fee. If a refund is due hereunder, the amount of such refund shall be divided proportionately among all applicants for refunds who have filed applications during said one hundred and eighty (180) day period; provided, however, that in no event shall the amount of any refund exceed the amount of the fee paid on behalf of the property for which the refund is sought.

4.11.260 Appeals.

(a) A fee payer may appeal the following decisions to the Town Administrator, pursuant to such administrative hearing process as may be established by the Town Administrator:

(1) The amount of any such fee;

(2) The availability, amount, or application of any exemption, credit, or offset; or

(3) The amount of any refund.

(b) The burden of proof in any such hearing shall be on the applicant to demonstrate that the amount of fee, offset, or credit was not properly calculated by the Town. In the event of an appeal of the amount of a fee, the fee payer shall, at his or her expense, prepare and submit to the Town Administrator an independent fee calculation study for the fee in question. The independent fee calculation study shall follow the methodologies used in the Development Impact Fee Study prepared by TischlerBise, as amended. The independent fee calculation study shall be conducted by a professional in impact analysis acceptable to the Town. The burden shall be on the fee payer to provide the Town Administrator with all relevant data, analysis and reports which would assist the Town Administrator in determining whether the applicable fee should be adjusted.

(c) All appeals must be made within thirty (30) days of payment of the fee and must state with specificity the reasons for the appeal and shall contain such data and documentation upon which the applicant seeks to rely. The Town Administrator shall notify the applicant of the hearing date on the application, which notice shall be given no less than fifteen (15) working days prior to the date of the hearing. At the hearing, the Town Administrator shall provide the applicant and Town staff an opportunity to present testimony and evidence regarding the fee, credit, offset, or refund being appealed. The Town Administrator shall modify said amount only if there is substantial competent evidence in the record that the Town erred, based upon the methodologies contained in the Impact Fee Analysis, as amended. The decision of the Town Administrator shall be final.

4.11.270 Review.

The Town Council shall review the amount of the fees described in this Chapter at least every five (5) years.

4.11.280 Civil penalty.

Failure to comply with the terms of this Chapter shall constitute a civil infraction. Any person who is found guilty of or pleads guilty or nolo contendere to the commission of the civil infraction shall be subject to a civil penalty of not more than four hundred and ninety-nine dollars ($499) for each offense and may be

enjoined from any further or continued violation. For each day or portion thereof during which any violation continues, a person may be cited for a separate civil infraction. The penalties specified in this section shall be cumulative and nothing shall be construed as either prohibiting or limiting the Town from pursuing such other remedies or penalties, including an action at law or equity.

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 on September 1, 2019.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT A

2019 Development Impact Fee Study

Prepared for:

Town of Parker, Colorado

June 25, 2019

Prepared by:

TischlerBise
FISCAL | ECONOMIC | PLANNING

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EXECUTIVE SUMMARY

Development impact fees are one-time payments for new development's proportionate share of the capital cost of infrastructure. The following study addresses the Town of Parker's Park & Recreation, Courts, Police, General Government, Public Works, and Transportation facilities. Development impact fees do have limitations and should not be regarded as the total solution for infrastructure funding. Rather, they are one component of a comprehensive funding strategy to ensure provision of adequate public facilities. Development impact fees may only be used for capital improvements or debt service for growth-related infrastructure. They may not be used for operations, maintenance, replacement of infrastructure, or correcting existing deficiencies. Although Colorado is a "home-rule" state and home-rule municipalities were already collecting "impact fees" under their home-rule authority granted in the Colorado Constitution, the Colorado Legislature passed enabling legislation in 2001, as discussed further below.

Development Impact Fee Authority

For local governments, the first step in evaluating funding options for facility improvements is to determine basic options and requirements established by state law. Some states have more conservative legal parameters that basically restrict local government to specifically authorized actions. In contrast, "home-rule" states grant local governments broader powers that may or may not be precluded or preempted by state statutes depending on the circumstances and on the state's particular laws. Home rule municipalities in Colorado have the authority to impose development impact fees based on both their home rule power granted in the Colorado Constitution and the development impact fee enabling legislation enacted in 2001 by the Colorado General Assembly.

Development impact fees are one-time payments imposed on new development that must be used solely to fund growth-related capital projects, typically called "system improvements". A development impact fee represents new growth's proportionate share of capital facility needs. In contrast to project-level improvements, development impact fees fund infrastructure that will benefit multiple development projects, or even the entire service area, as long as there is a reasonable relationship between the new development and the need for the growth-related infrastructure.

The purpose of development impact fees is to defray capital costs directly related to proposed development. Development impact fees do have limitations and should not be regarded as the total solution for infrastructure funding. Rather, they are one component of a comprehensive portfolio to ensure adequate provision of public facilities. Because system improvements are larger and costlier, they may require bond financing and/or funding from other revenue sources. Development impact fees can only be used for capital improvements, not operating or maintenance costs. Also, development impact fees cannot be used to repair or correct existing deficiencies in existing infrastructure.

Proposed Maximum Supportable Development Impact Fee

The development impact fees are based on current levels of service using an incremental expansion methodology for Park & Recreation, Courts, Police, General Government, and Public Works; and a plan-based approach for Transportation facilities. A summary of methodologies used in the analysis is provided in Figure 1.

Figure 1. Summary of Town of Parker Development Impact Fees

Fee Category	Service Area	Incremental Expansion	Plan-Based	Cost Recovery	Cost Allocation
General Government	Townwide	Administrative Buildings	N/A	N/A	Population and Jobs
Police	Townwide	Police Building	N/A	N/A	Population and Nonres. Trips
Courts	Townwide	Municipal Court	N/A	N/A	Population and Nonres. Trips
Public Works	Townwide	Administrative and Maintenance Facilities	N/A	N/A	Population and Jobs
Parks & Rec	Townwide	Parks, Trails, Rec. Facilities, Support Facilities	N/A	N/A	Population
Transportation	Townwide	N/A	Roadway and Signal CIP Projects	N/A	Vehicle Miles Traveled (VMT)

Maximum Supportable Development Impact Fees

Figure 2 provides a schedule of the maximum supportable impact fee for the infrastructure categories.

For residential development, proposed fees are assessed per housing unit by type of unit. The proposed residential fee categories include single family detached, single family attached, and multifamily units. Single family attached units include attached (i.e., "townhouse") and duplex units. Multifamily units include condominium and apartment structures with three or more units. For nonresidential development, fees are assessed per 1,000 square feet of floor area. The proposed fee schedule for nonresidential development is designed to provide a reasonable impact fee determination for broad property classes—retail, office, industrial, and institutional.

The amounts shown are "maximum supportable" amounts based on the methodologies, levels of service, and costs for the capital improvements identified herein. The fees represent the highest amount feasible for each type of applicable development, which represent new growth's fair share of the system improvement costs detailed in this report.[1] The Town can adopt amounts that are lower than the maximum amounts shown; however, a reduction in fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in the Town's level of service.

Figure 2. Maximum Supportable Development Impact Fee

Development Type	General Govt.	Police	Courts	Public Works	Parks & Rec	Transp	Maximum Supportable Fee
Residential (per housing unit)							
Single Family Detached	$381	$387	$37	$256	$5,289	$3,063	**$9,413**
Single Family Attached	$246	$250	$24	$165	$3,416	$1,675	**$5,776**
Multifamily	$221	$225	$21	$149	$3,069	$1,361	**$5,046**
Nonresidential (per 1,000 square feet)							
Retail	$158	$265	$29	$104	$0	$3,357	**$3,913**
Office	$395	$88	$10	$261	$0	$1,225	**$1,979**
Industrial	$261	$35	$4	$172	$0	$494	**$966**
Institutional	$308	$96	$11	$204	$0	$1,348	**$1,967**

Note: The credit for excise tax payments is not included in the above schedule.

[1] Further discussion is provided in the section, "Evaluation of Possible Credits," on the recommended approach to determine the net amount of development impact fees to be collected after crediting the payment of excise taxes.

General Methods for Development Impact Fees

There are three general methods for calculating development impact fees. The choice of a particular method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method has advantages and disadvantages in a particular situation and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating development impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of development impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss three basic methods for calculating development impact fees and how those methods are applied to Town of Parker.

Cost Recovery Method (past improvements)

Although not used in Town of Parker, the rationale for recoupment, or cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.

Incremental Expansion Method (concurrent improvements)

The Town of Parker development impact fees use the incremental expansion method to document current level-of-service (LOS) standards for the infrastructure types included in the study, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.

Plan-Based Method (future improvements)

The plan-based method allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total service units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in service units over the planning timeframe (marginal cost).

For the Town of Parker development impact fees, the incremental expansion methodology is used for all but the Transportation category, which applies a plan-based methodology.

Evaluation of Possible Credits

Regardless of the methodology, a consideration of "credits" is integral to the development of a legally defensible development impact fee methodology. There are two types of "credits" with specific characteristics, both of which should be addressed in development impact fee studies and ordinances.

The first is a revenue credit due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the development impact fee. This type of credit is integrated into the development impact fee calculation where applicable, thus reducing the fee amount. For the Town of Parker, this credit is included in the Police, Public Works, and Parks and Recreation development impact fees. No credit is included in the Transportation development impact fee as the project costs on which the fees are based do not include sources of funding from development (e.g., Metro District assessments and developer contributions)

The second is a site-specific credit or developer reimbursement for construction of system improvements (i.e., townwide projects reflecting the type of capacity currently provided such as park facilities that serve areas larger than a neighborhood). This type of credit is addressed in the administration and implementation of the development impact fee program.

Lastly, a credit is necessary to account for potential double payment situations due to the collection of the Town of Parker excise tax. The Town's excise tax is a one-time amount collected from new residential and nonresidential development with the proceeds used to construct new capital improvements. The excise tax was first established in 1999 by voter approval. The current excise tax rates are: $4,832 for a detached single family unit, $3,865 for an attached single family unit, $3,502 for an apartment unit, and $0.36 per square foot for commercial development (i.e., all nonresidential categories). It is recommended that the credit for potential double payment of the excise tax and impact fee be calculated at the time a building permit is issued as follows:

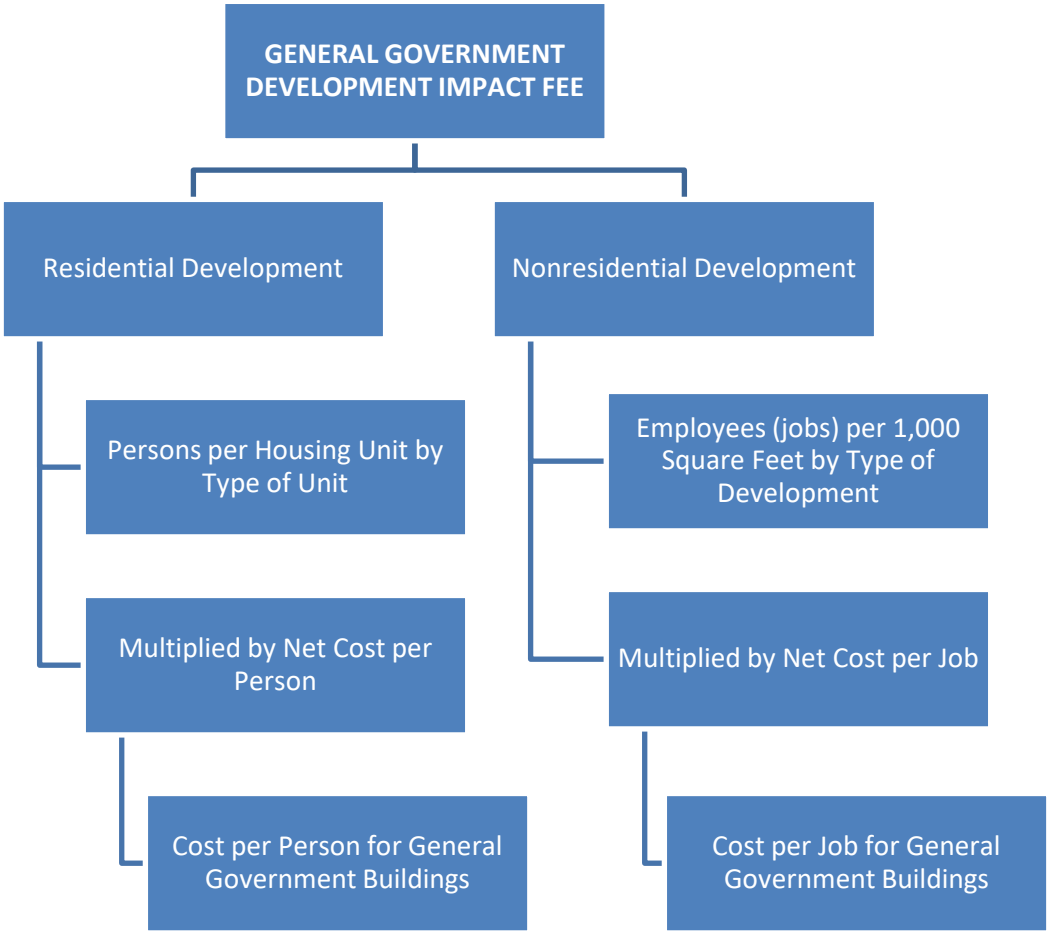
- Town staff calculates the total excise tax amount due based on the current schedule
- Town staff calculates the total impact fee amount due based on adopted schedule
- Town staff then determines the difference between the two amounts with the applicant providing payment for the full excise tax amount and the net impact fee amount (total impact fee amount less excise tax amount)
- Proceeds would then be deposited in the respective accounts

Please note, calculations throughout this report are based on an analysis conducted using MS Excel software. Results are discussed in the memo using one- and two-digit places (in most cases). Figures are typically either truncated or rounded. In some instances, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

GENERAL GOVERNMENT FACILITIES DEVELOPMENT IMPACT FEE

The General Government Facilities Development Impact Fee is calculated on a per capita basis for residential development and a per employee basis for nonresidential development. Figure 3 illustrates the methodology used to determine the development fee. It is intended to read like an outline, with lower levels providing a more detailed breakdown of the components. The residential portion is derived from the product of persons per housing unit (by type) multiplied by the net cost per person. The nonresidential portion is derived from the product of employees per 1,000 square feet of nonresidential space multiplied by the net cost per employee (job).

Figure 3. General Government Facilities Development Impact Fee Methodology Chart



General Government Facilities Proportionate Share Factors

Both residential and nonresidential development increase the demand on General Government facilities. To calculate the proportionate share between residential and nonresidential demand on General Government facilities, a functional population approach is used. The functional population approach allocates the cost of the facilities to residential and nonresidential development based on the activity of residents and workers in the town through an average 24-hour day.

Residents that do not work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents that work in Parker are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside Parker are assigned 14 hours to residential development. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2015 functional population data for Parker, the cost allocation for residential development is 77 percent while nonresidential development accounts for 23 percent of the demand for municipal facilities (see Figure 4).

Figure 4. Town of Parker Functional Population

Demand Units in 2015				
Residential			*Demand Hours/Day*	*Person Hours*
Population*	47,342			
Residents Not Working		21,456	20	429,120
Employed Residents		25,886		
Employed in Parker		2,237	14	31,318
Employed outside Parker		23,649	14	331,086
			Residential Subtotal	791,524
			Residential Share =>	**77%**
Nonresidential				
Non-working Residents		21,456	4	85,824
Jobs Located in Parker		15,490		
Residents Employed in Parker		2,237	10	22,370
Non-Resident Workers (inflow commuters)		13,253	10	132,530
			Nonresidential Subtotal	240,724
			Nonresidential Share =>	**23%**
			TOTAL	1,032,248

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.
* Source: U.S. Census Bureau, American Community Survey, 2015

General Government Facilities Level of Service and Cost Factors

The General Government Development Impact Fee is based on an inventory of existing townwide facilities and replacement costs. The use of existing standards means there are no existing infrastructure deficiencies. New development is only paying its proportionate share for growth-related infrastructure. The floor areas have been provided by Town of Parker staff.

The two municipal buildings included in the development fee calculation are listed in Figure 5. In total, there is 38,590 square feet of municipal floor area, with Town Hall accounting for the majority of the space. Only areas of the Town Hall that are used for general government services are included.

The functional population split for the Town of Parker found in Figure 4 is used to allocate the square footage and corresponding replacement cost of General Government facilities in Figure 5. Of the 38,590 square feet of General Government facilities, 77 percent is allocated to residential growth and 23 percent is allocated to nonresidential growth. The 2018 population or job totals divide the floor area allocations to find the residential and nonresidential level of service standard. For example, the residential level of service is 0.56 square feet per person (29,715 square feet / 53,528 residents = 0.56 square feet per person, rounded).

Replacement costs for the facilities have been provided by Town staff. As a result, the replacement cost of all General Government facilities is $8,579,945, or $222 per square foot. To find the cost per person, the level of service standards are applied to the average replacement cost. For example, the residential cost per person is $125 (0.56 square feet person x $222 per square foot = $125 per person, rounded).

Figure 5. General Government Level of Service and Cost Factors

Facility	Square Feet	Replacement Cost
Town Hall - General Govt. Services	31,010	$7,290,000
Old Town Hall	7,580	$1,289,945
TOTAL	**38,590**	**$8,579,945**

Level-of-Service Standards	**Residential**	**Nonresidential**
Proportionate Share	77%	23%
Share of Facility Square Feet	29,715	8,876
2018 Population or Jobs	53,528	18,281
Square Feet per Person or Job	**0.56**	**0.49**

Cost Analysis	**Residential**	**Nonresidential**
Square Feet per Person or Job	0.56	0.49
Cost per Square Foot	$222	$222
Cost Per Person or Job	**$125**	**$109**

Projection of General Government Growth-Related Facility Needs

To estimate the 10-year growth needs for General Government facilities, the current level of service (0.56 square feet per person and 0.49 square feet per job) is applied to the residential and nonresidential growth projected for the Town of Parker. The town is projected to increase by 14,168 residents and 4,092 jobs over the next ten years (see Appendix A: Land Use Assumptions). Listed in Figure 6, a total of 48,872 square feet of general government facilities is needed in the Town of Parker to accommodate growth, which results in a need of 9,939 new square feet. By applying the average cost of a building ($222 per square feet), the total expenditure for the growth is calculated (9,939 square feet x $222 = $2,209,774).

Figure 6. 10-Year General Government Facility Needs to Accommodate Growth

Type of Infrastructure	Level of Service			Demand Unit	Unit Cost / Sq. Ft.
General Government Facilities	Residential	0.56	Square Feet	per persons	$222
	Nonresidential	0.49		per jobs	

Growth-Related Need for General Government Facilities						
Year		Population	Jobs	Residential Square Feet	Nonresidential Square Feet	Total Square Feet
Base	2018	53,528	18,281	29,975	8,958	38,933
Year 1	2019	55,124	18,690	30,869	9,158	40,027
Year 2	2020	56,784	19,099	31,798	9,359	41,157
Year 3	2021	58,443	19,509	32,727	9,559	42,286
Year 4	2022	60,102	19,918	33,657	9,760	43,417
Year 5	2023	61,761	20,327	34,586	9,960	44,546
Year 6	2024	62,948	20,736	35,251	10,161	45,412
Year 7	2025	64,135	21,146	35,915	10,361	46,276
Year 8	2026	65,322	21,555	36,580	10,562	47,142
Year 9	2027	66,509	21,964	37,245	10,762	48,007
Year 10	2028	67,696	22,373	37,909	10,963	48,872
Ten-Year Increase		14,168	4,092	**7,934**	**2,005**	**9,939**
			Projected Expenditure	**$1,763,995**	**$445,779**	**$2,209,774**

Growth-Related Expenditures for General Government Facilities	$2,209,774

Maximum Supportable General Government Development Impact Fee

Figure 7 shows the maximum supportable General Government Development Impact Fee. Development impact fees for General Government are based on household size (i.e., persons per housing unit) for residential development and employees per 1,000 square feet for nonresidential development. For residential development, the total cost per person is multiplied by the household size to calculate the proposed fee. For nonresidential development, the total cost per job is multiplied by the jobs per 1,000 square feet to calculate the proposed fee.

The fees represent the highest amount supportable for each type of development, which represents new growth's fair share of the cost for capital facilities. The Town may adopt fees that are less than the amounts shown. However, a reduction in impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service.

Figure 7. Maximum Supportable General Government Development Impact Fee

Fee Component	Cost per Person	Cost per Job
Gen. Govt. Facilities	$125	$109
TOTAL	**$125**	**$109**

Residential

Housing Type	Persons per Housing Unit	Maximum Supportable Fee per Unit
Single Family Detached	3.05	**$381**
Single Family Attached	1.97	**$246**
Multifamily	1.77	**$221**

Nonresidential

Development Type	Jobs per 1,000 Sq Ft	Maximum Supportable Fee per KSF
Retail	1.45	**$158**
Office	3.62	**$395**
Industrial	2.39	**$261**
Institutional	2.83	**$308**

Revenue from General Government Development Impact Fee

Revenue from the General Government Development Impact Fee is estimated in Figure 8. There is projected to be 5,327 new housing units and 1,880,000 new nonresidential square feet in Parker by 2028. To determine projected revenue from each development type, the fee is multiplied by the growth. For example, the development fee for a single family detached unit is multiplied by the number of new housing unit ($381 x 3,650 = $1,390,650). Overall, the revenue from the development impact fee covers growth-related projected capital costs in the Town of Parker.

Figure 8. Estimated Revenue from General Government Development Impact Fee

Infrastructure Costs for General Government Facilities

	Total Cost	Growth Cost
General Government Facilities	$2,209,774	$2,209,774
Total Expenditures	**$2,209,774**	**$2,209,774**

Projected Development Impact Fee Revenue

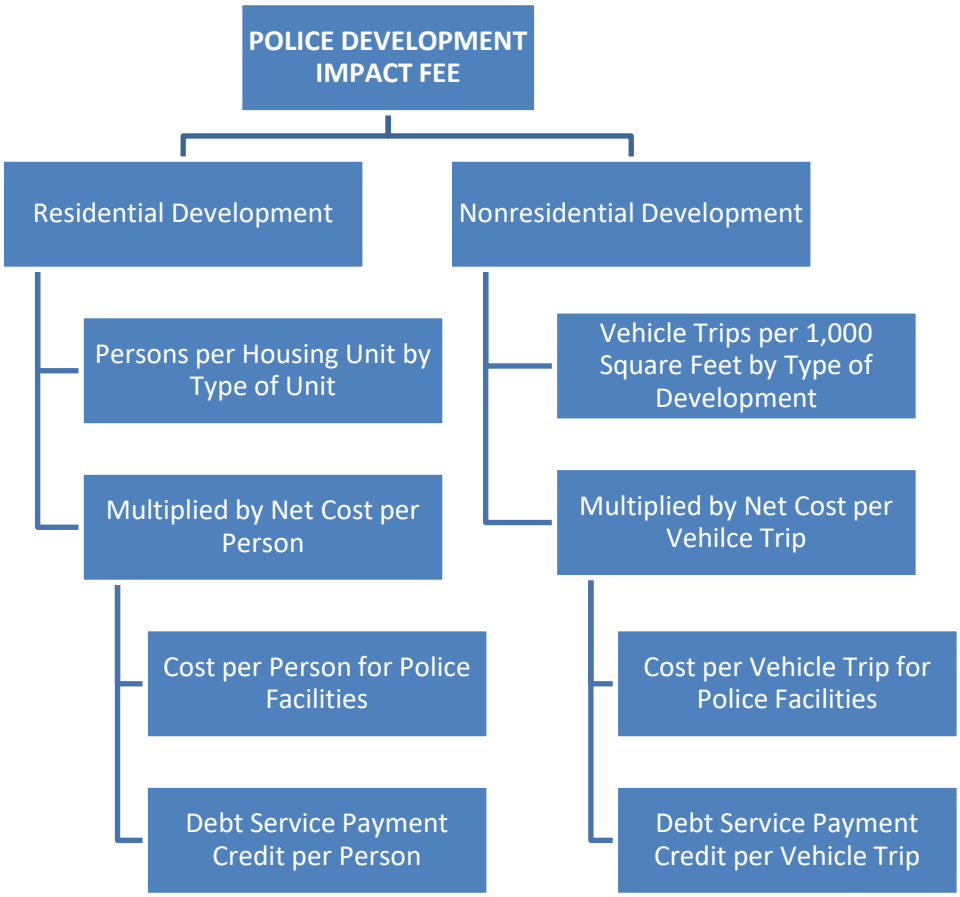
		SF - Detached $381 per unit	Multifamily $234 per unit	Retail $158 per KSF	Office $395 per KSF	Industrial $261 per KSF	Institutional $308 per KSF
Year		**Housing Units**	**Housing Units**	**KSF**	**KSF**	**KSF**	**KSF**
Base	2018	15,005	4,944	4,373	1,176	817	2,030
Year 1	2019	15,361	5,226	4,471	1,202	836	2,076
Year 2	2020	15,727	5,526	4,569	1,228	854	2,121
Year 3	2021	16,093	5,826	4,667	1,255	872	2,167
Year 4	2022	16,459	6,126	4,765	1,281	891	2,212
Year 5	2023	16,825	6,426	4,863	1,307	909	2,258
Year 6	2024	17,191	6,465	4,961	1,334	927	2,303
Year 7	2025	17,557	6,504	5,059	1,360	945	2,349
Year 8	2026	17,923	6,543	5,157	1,386	964	2,394
Year 9	2027	18,289	6,582	5,254	1,413	982	2,439
Year 10	2028	18,655	6,621	5,352	1,439	1,000	2,485
Ten-Year Increase		3,650	1,677	979	263	183	455
Projected Revenue =>		$1,390,650	$391,580	$154,677	$103,958	$47,757	$139,988
						Projected Revenue =>	**$2,228,609**
						Total Expenditures =>	**$2,209,774**
						General Fund's Share =>	**$0**

POLICE FACILITIES DEVELOPMENT IMPACT FEE

The Police Facilities Development Impact Fee is calculated on a per capita basis for residential development and a per vehicle trip basis for nonresidential development. Figure 9 illustrates the methodology used to determine the development impact fee. It is intended to read like an outline, with lower levels providing a more detailed breakdown of the components. The residential portion is derived from the product of persons per housing unit (by type) multiplied by the net cost per person. The nonresidential portion is derived from the product of vehicle trips generated per 1,000 square feet of nonresidential space multiplied by the net cost per vehicle trip.

The nonresidential level of service standard is calculated with vehicle trips generated by different types of nonresidential land uses. Trip rates are highest for retail development and lowest for industrial development. Office trip rates fall between the two categories. This ranking of trip rates is consistent with the relative demand for law enforcement services from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, do not accurately reflect the demand for service.

Figure 9. Police Facilities Development Impact Fee Methodology Chart



Police Proportionate Share Factors

The 2018 calls for service from the Town's Police Department is used to allocate the floor area of the Police Station. Shown in Figure 10, nonresidential land uses accounted for 19 percent of the calls for service, while residential land uses accounted for 81 percent.

Figure 10. Police Calls for Service, 2018

Development Type	Calls for Service	%
Nonresidential	6,674	19%
Residential	28,572	81%
Total	35,246	100%

Source: Town of Parker Police Department

Police Facilities Level of Service and Cost Factors

The first component of the Police Development Impact Fee is based on an inventory of existing citywide facilities and replacement costs. The use of existing standards means there are no existing infrastructure deficiencies. New development is only paying its proportionate share for growth-related infrastructure. The floor area has been provided by the Town of Parker staff.

As shown in Figure 11, the Police Station is 53,500 square feet. To determine the level of service factors for the development impact fee, the calls for service split by land use is used to allocate the square footage. Of the 53,500 square feet, 43,370 square feet is allocated to residential growth and 10,130 square feet is allocated to nonresidential growth.

The allocated square feet of the Parker Police facility are divided by the 2018 residential and nonresidential demand units (population and nonresidential vehicle trips). The result is the current level of service for Police in the Town. Specifically, there is 0.81 square feet of Police facility per capita and 0.12 square feet per nonresidential vehicle trip.

The replacement cost of the Police Station is based on the total principal of the Certificate of Participation bond issued to fund the station's construction ($22,550,000). The station cost an average of $421 per square foot. To find the cost per person or cost per nonresidential vehicle trip, the level of service standards are applied to the average cost per square foot. For example, the residential cost per person is $341 (0.81 square feet person x $421 per square foot = $341 per person, rounded).

Figure 11. Police Level of Service and Cost Factors

Facility	Square Feet	Replacement Cost
Police Station [2]	53,500	$22,550,000
TOTAL	**53,500**	**$22,550,000**

Level-of-Service Standards	Residential	Nonresidential
Calls for Service [1]	81%	19%
Share of Facility Square Feet	43,370	10,130
2018 Population or Nonresidential Trips	53,528	82,601
Square Feet per Person or Nonres. Trip	**0.81**	**0.12**

Cost Analysis	Residential	Nonresidential
Square Feet per Person or Nonres. Trip	0.81	0.12
Cost per Square Foot	$421	$421
Cost Per Person or Nonres. Trip	**$341**	**$51**

[1] Source: Town of Parker Police Department

[2] Note: Replacement cost is based on the the issued debt for construction, COP bond 2009, principal only

Town of Parker's Police Revenue Credit

Currently, the Town of Parker has existing debt obligations from the construction of the Police Station. Figure 12 lists the remaining payment schedules for the station's share of the 2009 Certificates of Participation. The payments are attributed to residential and nonresidential development based on the calls for service split.

Figure 12. Payment Schedule for Police Debt Obligation

2009 Certificates of Participation Series			
Fiscal Year	Total Payment	Residential 81%	Nonresidential 19%
Base Year	$1,885,218	$1,528,243	$356,975
2019	$1,870,608	$1,516,399	$354,209
2020	$1,856,599	$1,505,043	$351,556
2021	$1,842,627	$1,493,717	$348,910
2022	$1,826,315	$1,480,493	$345,821
2023	$1,809,747	$1,467,063	$342,684
2024	$1,791,882	$1,452,580	$339,301
2025	$1,771,474	$1,436,037	$335,437
2026	$1,748,525	$1,417,434	$331,092
2027	$1,725,583	$1,398,836	$326,747
2028	$1,702,478	$1,380,105	$322,372
Total	**$19,831,056**	**$16,075,950**	**$3,755,106**

Source: Town of Parker, 2018 Annual Budget

In Figure 13, the total annual payment schedule is divided by the Town's population to calculate the debt cost per capita and divided by the nonresidential vehicle trips to find the debt cost per trip. To account for the time value of money, annual payments per capita and vehicle trip are discounted using a net present

value formula based on the applicable discount (interest) rate. This results in a credit of $214 per person and $33 per nonresidential vehicle trip, rounded.

Figure 13. Police Debt Obligations per Demand Unit

Residential

Fiscal Year	Payment	Projected Population	Payment/ Person
Base Year	$1,528,243	53,528	$28.55
2019	$1,516,399	55,124	$27.51
2020	$1,505,043	56,784	$26.50
2021	$1,493,717	58,443	$25.56
2022	$1,480,493	60,102	$24.63
2023	$1,467,063	61,761	$23.75
2024	$1,452,580	62,948	$23.08
2025	$1,436,037	64,135	$22.39
2026	$1,417,434	65,322	$21.70
2027	$1,398,836	66,509	$21.03
2028	$1,380,105	67,696	$20.39
Total	**$16,075,950**		**$265.09**
		Discount Rate	4.00%
	Total Credit per Person		**$214**

Nonresidential

Fiscal Year	Payment	Projected Nonres. Trips	Payment/ Nonres. Trip
Base Year	$356,975	82,601	$4.32
2019	$354,209	84,451	$4.19
2020	$351,556	86,299	$4.07
2021	$348,910	88,148	$3.96
2022	$345,821	89,996	$3.84
2023	$342,684	91,847	$3.73
2024	$339,301	93,696	$3.62
2025	$335,437	95,544	$3.51
2026	$331,092	97,394	$3.40
2027	$326,747	99,243	$3.29
2028	$322,372	101,091	$3.19
Total	**$3,755,106**		**$41.12**
		Discount Rate	4.00%
	Total Credit per Trip		**$33**

Projection of Police Growth-Related Facility Needs

To estimate the 10-year growth needs for Police facilities, the current level of service (0.81 square feet per person and 0.12 square feet per nonresidential vehicle trip) is applied to the residential and nonresidential growth projected for the Town of Parker. The town is projected to increase by 14,168 residents and 4,092 jobs over the next ten years (see Appendix A: Land Use Assumptions). Listed in Figure 14, a total of 66,964 square feet of Police facilities is projected in the Town to accommodate current and future development, which results in a need for 13,695 new square feet. By applying the average cost of a building ($421 per square foot), total costs for growth-related facility needs are calculated (13,695 square feet x $421 = $5,772,379).

Figure 14. 10-Year Police Facility Needs to Accommodate Growth

Type of Infrastructure	Level of Service			Demand Unit	Unit Cost / Sq. Ft.
Police Facilities	Residential	0.81	Square Feet	per persons	$421
	Nonresidential	0.12		per nonres. trip	

Growth-Related Need for Police Facilities						
Year		Population	Nonresidential Trips	Residential Square Feet	Nonresidential Square Feet	Total Square Feet
Base	2018	53,528	82,601	43,357	9,912	53,269
Year 1	2019	55,124	84,451	44,650	10,134	54,784
Year 2	2020	56,784	86,299	45,994	10,356	56,350
Year 3	2021	58,443	88,148	47,338	10,578	57,916
Year 4	2022	60,102	89,996	48,682	10,800	59,482
Year 5	2023	61,761	91,847	50,026	11,022	61,048
Year 6	2024	62,948	93,696	50,988	11,244	62,232
Year 7	2025	64,135	95,544	51,949	11,465	63,414
Year 8	2026	65,322	97,394	52,910	11,687	64,597
Year 9	2027	66,509	99,243	53,872	11,909	65,781
Year 10	2028	67,696	101,091	54,833	12,131	66,964
Ten-Year Increase		14,168	18,490	**11,476**	**2,219**	**13,695**
			Projected Expenditure	**$4,837,080**	**$935,298**	**$5,772,379**

Growth-Related Expenditures for Police Facilities	$5,772,379

Maximum Supportable Police Development Impact Fee

Figure 15 shows the maximum supportable Police Development Impact Fee. Development impact fees for Police are based on household size (i.e., persons per housing unit) for residential development and vehicle trips per 1,000 square feet for nonresidential development. For residential development, the total cost per person is multiplied by the household size to calculate the proposed fee. For nonresidential development, the total cost per vehicle trip is multiplied by trips per 1,000 square feet to calculate the proposed fee.

The fees represent the highest amount supportable for each type of development, which represents new growth's fair share of the cost for capital facilities. The Town may adopt fees that are less than the amounts shown. However, a reduction in impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service.

Figure 15. Maximum Supportable Police Development Impact Fee

Fee Component	Cost per Person	Cost per Nonres. Trip
Police Facilities	$341	$51
Credit for Debt Payments	($214)	($33)
TOTAL	**$127**	**$18**

Residential

Housing Type	Persons per Housing Unit	Maximum Supportable Fee per Unit
Single Family Detached	3.05	$387
Single Family Attached	1.97	$250
Multifamily	1.77	$225

Nonresidential

Development Type	Trips per 1,000 Sq Ft	Maximum Supportable Fee per KSF
Retail	14.72	$265
Office	4.87	$88
Industrial	1.97	$35
Institutional	5.36	$96

Revenue from Police Development Impact Fee

Revenue from the Police Development Impact Fee is estimated in Figure 16. By 2028, 5,327 new housing units and 1,880,000 new nonresidential square feet is projected in Parker. To project potential revenue from development impact fees, the fee is multiplied by the respective growth. For example, the development impact fee for a single family detached unit is multiplied by the number of new housing unit ($387 x 3,650 = $1,412,550). A portion of the growth's cost remains after applying the fee revenue. This cost will need to be offset by the Town's General Fund and is a result of the credit for future debt payments.

Figure 16. Estimated Revenue from Police Development Impact Fee

Infrastructure Costs for Police Facilities

	Total Cost	Growth Cost
Police Facilities	$5,772,379	$5,772,379
Total Expenditures	**$5,772,379**	**$5,772,379**

Projected Development Impact Fee Revenue

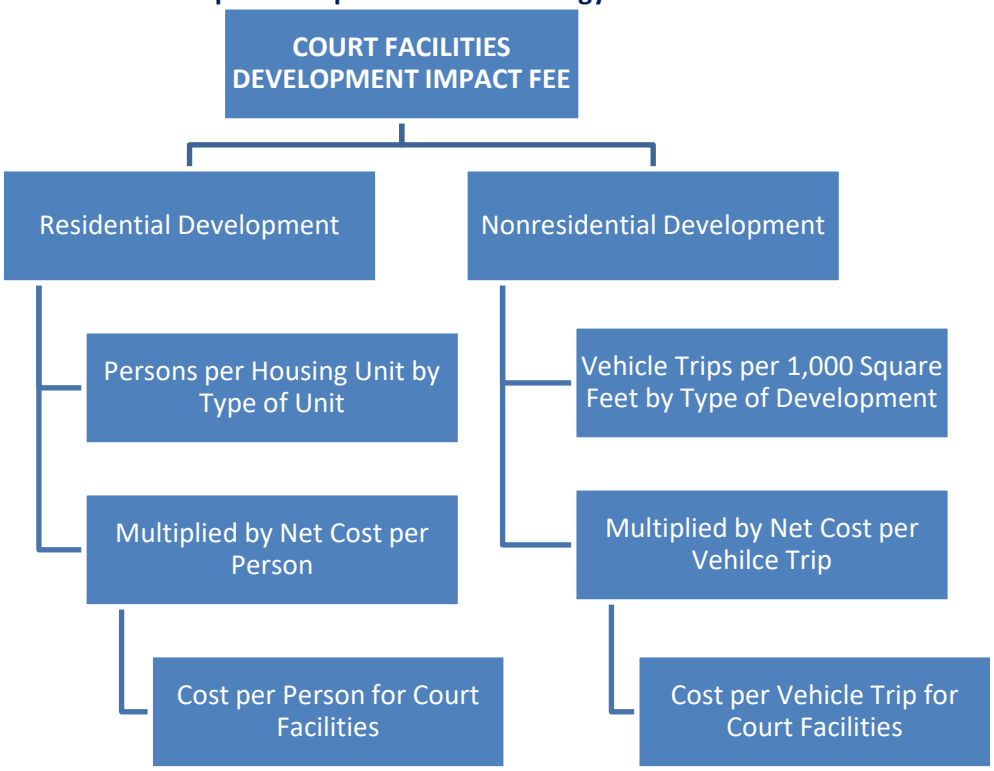
		SF - Detached $387 per unit	Multifamily $238 per unit	Retail $265 per KSF	Office $88 per KSF	Industrial $35 per KSF	Institutional $96 per KSF
Year		**Housing Units**	**Housing Units**	**KSF**	**KSF**	**KSF**	**KSF**
Base	2018	15,005	4,944	4,373	1,176	817	2,030
Year 1	2019	15,361	5,226	4,471	1,202	836	2,076
Year 2	2020	15,727	5,526	4,569	1,228	854	2,121
Year 3	2021	16,093	5,826	4,667	1,255	872	2,167
Year 4	2022	16,459	6,126	4,765	1,281	891	2,212
Year 5	2023	16,825	6,426	4,863	1,307	909	2,258
Year 6	2024	17,191	6,465	4,961	1,334	927	2,303
Year 7	2025	17,557	6,504	5,059	1,360	945	2,349
Year 8	2026	17,923	6,543	5,157	1,386	964	2,394
Year 9	2027	18,289	6,582	5,254	1,413	982	2,439
Year 10	2028	18,655	6,621	5,352	1,439	1,000	2,485
Ten-Year Increase		3,650	1,677	979	263	183	455
Projected Revenue =>		$1,412,550	$398,288	$259,427	$23,160	$6,404	$43,633
						Projected Revenue =>	**$2,143,461**
						Total Expenditures =>	**$5,772,379**
						General Fund's Share =>	**$3,628,918**

COURT FACILITIES DEVELOPMENT IMPACT FEE

The Court Facilities Development Impact Fee is calculated on a per capita basis for residential development and a per vehicle trip basis for nonresidential development. Figure 17 illustrates the methodology used to determine the development fee. It is intended to read like an outline, with lower levels providing a more detailed breakdown of the components. The residential portion is derived from the product of persons per housing unit (by type) multiplied by the net cost per person. The nonresidential portion is derived from the product of vehicle trips generated per 1,000 square feet of nonresidential space multiplied by the net cost per vehicle trip.

The nonresidential level of service standard is calculated with the vehicle trips generated by the different types of nonresidential land uses. Trip rates are highest for retail development and lowest for industrial development. Office trip rates fall between the two categories. This ranking of trip rates is consistent with the relative demand for court services from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, do not accurately reflect the demand for service.

Figure 17. Court Facilities Development Impact Fee Methodology Chart



Court Facilities Proportionate Share Factors

Calls for service for 2018 from the Town's Police Department is used to allocate the floor area of the Court facilities, as impact on Court facilities is directly related to Police calls for service. Shown in Figure 18, nonresidential land uses accounted for 19 percent of the calls for service, while residential land uses accounted for 81 percent.

Figure 18. Police Calls for Service, 2018

Development Type	Calls for Service	%
Nonresidential	6,674	19%
Residential	28,572	81%
Total	35,246	100%

Source: Town of Parker Police Department

Court Facilities Level of Service and Cost Factors

Court Facilities Development Impact Fee is based on an inventory of existing townwide facilities and replacement costs. The use of existing standards means there are no existing infrastructure deficiencies. New development is only paying its proportionate share for growth-related infrastructure. The floor area has been provided by the Town of Parker staff.

As shown in Figure 19, Court services account for 3,446 square feet of the Town Hall. To determine the level of service factors for the development impact fee, the calls for service split for is used to allocate the square footage. Of the 3,446 square feet, 2,793 square feet is allocated to residential growth and 652 square feet is allocated to nonresidential growth.

The allocated square feet of the Parker Police facility are divided by the 2018 residential and nonresidential demand units (population and nonresidential vehicle trips). The result is the current level of service for Court facilities in the Town. Specifically, there is 0.05 square feet of Court facility per capita and 0.01 square feet per nonresidential vehicle trip.

The replacement cost of the department's portion of the Town Hall is $810,000, or $235 per square foot. To find the cost per person or cost per nonresidential vehicle trip, the level of service standards are applied to the average cost per square foot. For example, the residential cost per person is $12 (0.05 square feet person x $235 per square foot = $12 per person, rounded).

Figure 19. Court Facilities Level of Service and Cost Factors

Facility	Square Feet	Replacement Cost
Town Hall - Court Services	3,446	$810,000
TOTAL	**3,446**	**$810,000**

Level-of-Service Standards	Residential	Nonresidential
Calls for Service [1]	81%	19%
Share of Facility Square Feet	2,793	652
2018 Population or Nonresidential Trips	53,528	82,601
Square Feet per Person or Nonres. Trip	**0.05**	**0.01**

Cost Analysis	Residential	Nonresidential
Square Feet per Person or Nonres. Trip	0.05	0.01
Cost per Square Foot	$235	$235
Cost Per Person or Nonres. Trip	**$12**	**$2**

[1] Source: Town of Parker Police Department

Projection of Court Facilities Growth-Related Facility Needs

To estimate the 10-year growth needs for Court facilities, the current level of service (0.05 square feet per person and 0.01 square feet per nonresidential vehicle trip) is applied to the residential and nonresidential growth projected for the Town of Parker. The Town is projected to increase by 14,168 residents and 18,490 nonresidential trips over the next ten years (see Appendix A: Land Use Assumptions). Listed in Figure 20, there will need to be a total of 4,395 square feet of Court facilities in the town to accommodate the growth, which results in a need of 893 new square feet. By applying the average cost of a building ($235 per square feet), the total expenditure for the growth is calculated (893 square feet x $235 = $209,929).

Figure 20. 10-Year Court Facility Needs to Accommodate Growth

Type of Infrastructure	Level of Service			Demand Unit	Unit Cost / Sq. Ft.
Court Facilities	Residential	0.05	Square Feet	per persons	$235
	Nonresidential	0.01		per nonres. trip	

Growth-Related Need for Court Facilities						
Year		Population	Nonresidential Trips	Residential Square Feet	Nonresidential Square Feet	Total Square Feet
Base	2018	53,528	82,601	2,676	826	3,502
Year 1	2019	55,124	84,451	2,756	845	3,601
Year 2	2020	56,784	86,299	2,839	863	3,702
Year 3	2021	58,443	88,148	2,922	881	3,803
Year 4	2022	60,102	89,996	3,005	900	3,905
Year 5	2023	61,761	91,847	3,088	918	4,006
Year 6	2024	62,948	93,696	3,147	937	4,084
Year 7	2025	64,135	95,544	3,206	955	4,161
Year 8	2026	65,322	97,394	3,266	974	4,240
Year 9	2027	66,509	99,243	3,325	992	4,317
Year 10	2028	67,696	101,091	3,384	1,011	4,395
Ten-Year Increase		14,168	18,490	**708**	**185**	**893**
			Projected Expenditure	**$166,438**	**$43,490**	**$209,929**

Growth-Related Expenditures for Court Facilities	$209,929

It should be reiterated that current Court facilities are housed in Town Hall and share space with Town Council as well as other common space (e.g., foyer) when Court is in session. Town staff has indicated there is potential for discussions to occur in the near future regarding a permanent, separate facility for Courts. However, at the time of this report, specific plans have not been developed. That said, once a plan is developed and integrated into Town capital planning, the Courts development impact fee should be updated as it is likely that the level of service for Court facilities will increase over the level of service in place today.

Maximum Supportable Court Facilities Development Impact Fee

Figure 21 shows the maximum supportable Court Facilities Development Impact Fee. Development impact fees for Court facilities are based on household size (i.e., persons per housing unit) for residential development and vehicle trips per 1,000 square feet for nonresidential development. For residential development, the total cost per person is multiplied by the household size to calculate the proposed fee. For nonresidential development, the total cost per vehicle trip is multiplied by the trips per 1,000 square feet to calculate the proposed fee.

The fees represent the highest amount supportable for each type of development, which represents new growth's fair share of the cost for capital facilities. The Town may adopt fees that are less than the amounts shown. However, a reduction in impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service.

Figure 21. Maximum Supportable Court Facilities Development Impact Fee

Fee Component	Cost per Person	Cost per Job
Court Facilities	$12	$2
TOTAL	**$12**	**$2**

Residential

Housing Type	Persons per Housing Unit	Maximum Supportable Fee per Unit
Single Family Detached	3.05	**$37**
Single Family Attached	1.97	**$24**
Multifamily	1.77	**$21**

Nonresidential

Development Type	Trips per 1,000 Sq Ft	Maximum Supportable Fee per KSF
Retail	14.72	**$29**
Office	4.87	**$10**
Industrial	1.97	**$4**
Institutional	5.36	**$11**

Revenue from Court Facilities Development Impact Fee

Revenue from the Court Facilities Development Impact Fee is estimated in Figure 22. By 2028, 5,327 new housing units and 1,880,000 new nonresidential square feet is projected in Parker. To project revenue from each development type, the maximum development impact fee is multiplied by the respective amount of growth. For example, the development impact fee for a single family detached unit is multiplied by the number of new housing unit ($37 x 3,650 = $135,050). The fee revenue covers the entire projected cost from future growth (the remaining amount in the figure is a result of rounding in the calculations).

Figure 22. Estimated Revenue from Court Development Impact Fee

Infrastructure Costs for Court Facilities

	Total Cost	Growth Cost
Court Facilities	$209,929	$209,929
Total Expenditures	**$209,929**	**$209,929**

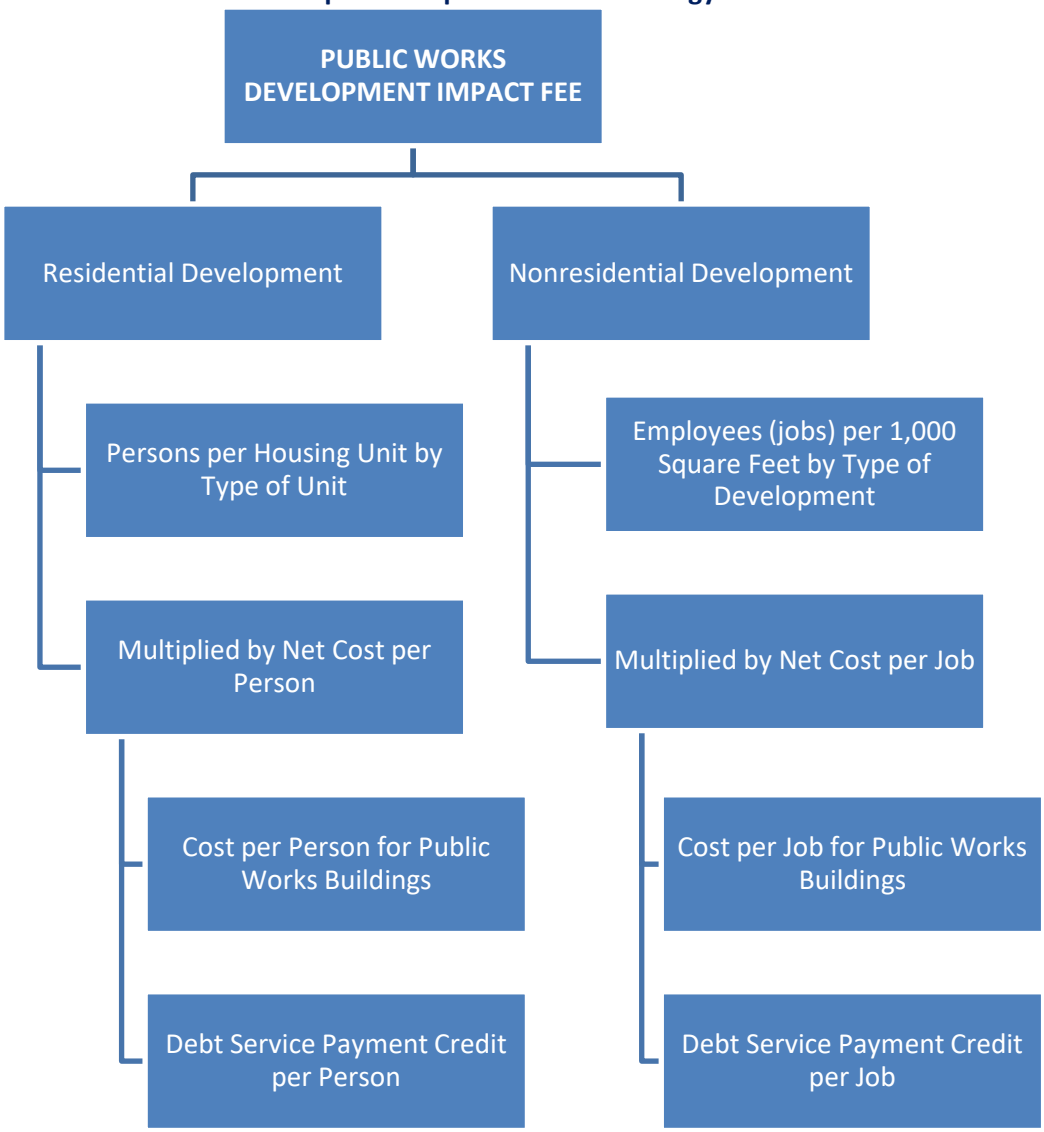
Projected Development Impact Fee Revenue

		SF - Detached $37 per unit	Multifamily $23 per unit	Retail $29 per KSF	Office $10 per KSF	Industrial $4 per KSF	Institutional $11 per KSF
Year		**Housing Units**	**Housing Units**	**KSF**	**KSF**	**KSF**	**KSF**
Base	2018	15,005	4,944	4,373	1,176	817	2,030
Year 1	2019	15,361	5,226	4,471	1,202	836	2,076
Year 2	2020	15,727	5,526	4,569	1,228	854	2,121
Year 3	2021	16,093	5,826	4,667	1,255	872	2,167
Year 4	2022	16,459	6,126	4,765	1,281	891	2,212
Year 5	2023	16,825	6,426	4,863	1,307	909	2,258
Year 6	2024	17,191	6,465	4,961	1,334	927	2,303
Year 7	2025	17,557	6,504	5,059	1,360	945	2,349
Year 8	2026	17,923	6,543	5,157	1,386	964	2,394
Year 9	2027	18,289	6,582	5,254	1,413	982	2,439
Year 10	2028	18,655	6,621	5,352	1,439	1,000	2,485
Ten-Year Increase		3,650	1,677	979	263	183	455
Projected Revenue =>		$135,050	$37,733	$28,390	$2,632	$732	$5,000
						Projected Revenue =>	**$209,536**
						Total Expenditures =>	**$209,929**
						General Fund's Share =>	**$393**

PUBLIC WORKS FACILITIES DEVELOPMENT IMPACT FEE

The Public Works Facilities Development Impact Fee is calculated on a per capita basis for residential development and a per employee basis for nonresidential development. Figure 23 illustrates the methodology used to determine the development impact fee. It is intended to read like an outline, with lower levels providing a more detailed breakdown of the components. The residential portion is derived from the product of persons per housing unit (by type) multiplied by the net cost per person. The nonresidential portion is derived from the product of employees per 1,000 square feet of nonresidential space multiplied by the net cost per employee (job).

Figure 23. Public Works Facilities Development Impact Fee Methodology Chart



Public Works Facilities Proportionate Share Factors

Both residential and nonresidential development increase the demand on Public Works facilities. To calculate the proportionate share between residential and nonresidential demand on Public Works facilities, a functional population approach is used. The functional population approach allocates the cost of the facilities to residential and nonresidential development based on the activity of residents and workers in the town through the 24 hours in a day.

Residents that do not work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents that work in Parker are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside Parker are assigned 14 hours to residential development. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2015 functional population data for Parker, the cost allocation for residential development is 77 percent while nonresidential development accounts for 23 percent of the demand for municipal facilities (see Figure 24).

Figure 24. Town of Parker Functional Population

Demand Units in 2015				
Residential			*Demand Hours/Day*	*Person Hours*
Population*	47,342			
Residents Not Working		21,456	20	429,120
Employed Residents		25,886		
Employed in Parker		2,237	14	31,318
Employed outside Parker		23,649	14	331,086
			Residential Subtotal	791,524
			Residential Share =>	**77%**
Nonresidential				
Non-working Residents		21,456	4	85,824
Jobs Located in Parker		15,490		
Residents Employed in Parker		2,237	10	22,370
Non-Resident Workers (inflow commuters)		13,253	10	132,530
			Nonresidential Subtotal	240,724
			Nonresidential Share =>	**23%**
			TOTAL	1,032,248

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.
* Source: U.S. Census Bureau, American Community Survey, 2015

Public Works Facilities Level of Service and Cost Factors

The Public Works Facilities Development Impact Fee is based on an inventory of existing townwide facilities and replacement costs. The use of existing standards means there are no existing infrastructure deficiencies. New development is only paying its proportionate share for growth-related infrastructure. The floor areas have been provided by the Town of Parker staff.

The three municipal buildings included in the development fee calculation are listed in Figure 25. In total, there is 44,675 square feet of floor area, with the Tammy Lane Complex accounting for the majority of the space.

The functional population split for the Town of Parker is used to allocate the square footage. Of the 44,675 square feet of Public Works facilities, 77 percent is allocated to residential growth and 23 percent is allocated to nonresidential growth. The floor area allocations are divided by the 2018 population or job totals to determine the residential and nonresidential level of service standard. For example, the residential level of service is 0.64 square feet per person (34,400 square feet / 53,528 residents = 0.64 square feet per person, rounded).

The debt issued for the Tammy Lane Complex is used as the facility's replacement cost. The costs for the other facilities have been provided by Town staff. As shown, the replacement cost of all Public Works facilities is $13,286,492, or $297 per square foot. To find the cost per person and cost per job, the level of service standards are applied to the average replacement cost. For example, the residential cost per person is $190 (0.64 square feet person x $297 per square foot = $190 per person, rounded).

Figure 25. Public Works Facilities Level of Service and Cost Factors

Facility	Square Feet	Replacement Cost
Tammy Lane Complex: Public Works Office [1]	31,675	$11,414,700
Motsenbocker Complex: Public Works Maintenance Shop	6,000	$1,041,559
Motsenbocker Complex: Fleet Shop & Public Works Garage [2]	7,000	$830,233
TOTAL	**44,675**	**$13,286,492**

Level-of-Service Standards	**Residential**	**Nonresidential**
Proportionate Share	77%	23%
Share of Facility Square Feet	34,400	10,275
2018 Population or Jobs	53,528	18,281
Square Feet per Person or Job	**0.64**	**0.56**

Cost Analysis	**Residential**	**Nonresidential**
Square Feet per Person or Job	0.64	0.56
Cost per Square Foot	$297	$297
Cost Per Person or Job	**$190**	**$167**

[1] Note: Replacement cost is based on the the issued debt for construction, COP bond 2009, principal only

[2] Note: facility is shared with Parks Dept, only Public Works Dept space is listed

Public Works Facilities Revenue Credit

Currently, the Town of Parker has existing debt obligations from the construction of the Tammy Lane Complex. Figure 26 lists the remaining payment schedules for the facility's share of the 2014 Certificates of Participation. The payments are attributed to residential and nonresidential development based on the functional population split.

Figure 26. Payment Schedule for Public Works Facilities Debt Obligation

2014 Certificates of Participation Series			
Fiscal Year	**Payment**	**Residential 77%**	**Nonresidential 23%**
Base Year	$943,441	$726,450	$216,991
2019	$943,045	$726,145	$216,900
2020	$942,451	$725,687	$216,764
2021	$940,322	$724,048	$216,274
2022	$943,210	$726,272	$216,938
2023	$940,570	$724,239	$216,331
2024	$942,946	$726,068	$216,878
2025	$943,226	$726,284	$216,942
2026	$941,510	$724,963	$216,547
2027	$942,335	$725,598	$216,737
2028	$941,510	$724,963	$216,547
Total	**$10,364,568**	**$7,980,717**	**$2,383,851**

Source: Town of Parker, 2018 Annual Budget

Figure 27 shows the total annual payment schedule divided by the Town's population and jobs to calculate the debt cost per demand unit. To account for the time value of money, annual payments per capita and job are discounted using a net present value formula based on the applicable discount (interest) rate. This results in a credit of $106 per person and $95 per job, rounded.

Figure 27. Public Works Debt Obligations per Demand Unit

Residential

Fiscal Year	Payment	Projected Population	Payment/ Person
Base Year	$726,450	53,528	$13.57
2019	$726,145	55,124	$13.17
2020	$725,687	56,784	$12.78
2021	$724,048	58,443	$12.39
2022	$726,272	60,102	$12.08
2023	$724,239	61,761	$11.73
2024	$726,068	62,948	$11.53
2025	$726,284	64,135	$11.32
2026	$724,963	65,322	$11.10
2027	$725,598	66,509	$10.91
2028	$724,963	67,696	$10.71
Total	**$7,980,717**		**$131.29**
		Discount Rate	4.00%
	Total Credit per Person		**$106**

Nonresidential

Fiscal Year	Payment	Projected Jobs	Payment/ Job
Base Year	$216,991	18,281	$11.87
2019	$216,900	18,690	$11.61
2020	$216,764	19,099	$11.35
2021	$216,274	19,509	$11.09
2022	$216,938	19,918	$10.89
2023	$216,331	20,327	$10.64
2024	$216,878	20,736	$10.46
2025	$216,942	21,146	$10.26
2026	$216,547	21,555	$10.05
2027	$216,737	21,964	$9.87
2028	$216,547	22,373	$9.68
Total	**$2,383,851**		**$117.77**
		Discount Rate	4.00%
	Total Credit per Job		**$95**

Projection of Public Works Growth-Related Facility Needs

To estimate the 10-year growth needs for Public Works facilities, the current level of service (0.64 square feet per person and 0.56 square feet per job) is applied to residential and nonresidential growth projected for the Town of Parker. The town is projected to increase by 14,168 residents and 4,092 jobs over the next ten years (see Appendix A: Land Use Assumptions). As shown in Figure 28, a total of 55,854 square feet of Public Works facilities is projected to accommodate Town growth, which results in a need for 11,360 new square feet. By applying the average cost of a building ($297 per square feet), the total expenditure for the growth is calculated (11,360 square feet x $297 = $3,378,501).

Figure 28. 10-Year Public Works Facility Needs to Accommodate Growth

Type of Infrastructure	Level of Service			Demand Unit	Unit Cost / Sq. Ft.
Public Works Facilities	Residential	0.64	Square Feet	per persons	$297
	Nonresidential	0.56		per jobs	

Growth-Related Need for Public Works Facilities						
Year		Population	Jobs	Residential Square Feet	Nonresidential Square Feet	Total Square Feet
Base	2018	53,528	18,281	34,257	10,237	44,494
Year 1	2019	55,124	18,690	35,279	10,467	45,746
Year 2	2020	56,784	19,099	36,341	10,696	47,037
Year 3	2021	58,443	19,509	37,403	10,925	48,328
Year 4	2022	60,102	19,918	38,465	11,154	49,619
Year 5	2023	61,761	20,327	39,527	11,383	50,910
Year 6	2024	62,948	20,736	40,286	11,612	51,898
Year 7	2025	64,135	21,146	41,046	11,842	52,888
Year 8	2026	65,322	21,555	41,806	12,071	53,877
Year 9	2027	66,509	21,964	42,565	12,300	54,865
Year 10	2028	67,696	22,373	43,325	12,529	55,854
Ten-Year Increase		14,168	4,092	**9,068**	**2,292**	**11,360**
			Projected Expenditure	**$2,696,853**	**$681,648**	**$3,378,501**

Growth-Related Expenditures for Public Works Facilities	$3,378,501

Maximum Supportable Public Works Development Impact Fee

Figure 29 shows the maximum supportable Public Works Development Impact Fee. Development impact fees for Public Works are based on household size (i.e., persons per housing unit) for residential development and employees per 1,000 square feet for nonresidential development. For residential development, the total cost per person is multiplied by the household size to calculate the proposed fee. For nonresidential development, the total cost per job is multiplied by the jobs per 1,000 square feet to calculate the proposed fee.

The fees represent the highest amount supportable for each type of development, which represents new growth's fair share of the cost for capital facilities. The Town may adopt fees that are less than the amounts shown. However, a reduction in impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service.

Figure 29. Maximum Supportable Public Works Development Impact Fee

Fee Component	Cost per Person	Cost per Job
Public Works Facilities	$190	$167
Credit for Debt Payments	($106)	($95)
TOTAL	**$84**	**$72**

Residential

Housing Type	Persons per Housing Unit	Maximum Supportable Fee per Unit
Single Family Detached	3.05	$256
Single Family Attached	1.97	$165
Multifamily	1.77	$149

Nonresidential

Development Type	Jobs per 1,000 Sq Ft	Maximum Supportable Fee per KSF
Retail	1.45	$104
Office	3.62	$261
Industrial	2.39	$172
Institutional	2.83	$204

Revenue from Public Works Development Impact Fee

Revenue from the Public Works Development Impact Fee is estimated in Figure 30. There is projected to be 5,327 new housing units and 1,880,000 new nonresidential square feet in Parker by 2028. To find the revenue from each development type, the fee is multiplied by the growth. For example, the development fee for a single family detached unit is multiplied by the number of new housing units ($256 x 3,650 = $934,400). A portion of the growth's cost remains after applying the fee revenue due to the applied credit. This cost will need to be offset by the Town's General Fund and is a result of the credit for future debt payments.

Figure 30. Estimated Revenue from Public Works Development Impact Fee

Infrastructure Costs for Public Works Facilities

	Total Cost	Growth Cost
General Government Facilities	$3,378,501	$3,378,501
Total Expenditures	**$3,378,501**	**$3,378,501**

Projected Development Impact Fee Revenue

		SF - Detached $256 per unit	Multifamily $157 per unit	Retail $104 per KSF	Office $261 per KSF	Industrial $172 per KSF	Institutional $204 per KSF
Year		**Housing Units**	**Housing Units**	**KSF**	**KSF**	**KSF**	**KSF**
Base	2018	15,005	4,944	4,373	1,176	817	2,030
Year 1	2019	15,361	5,226	4,471	1,202	836	2,076
Year 2	2020	15,727	5,526	4,569	1,228	854	2,121
Year 3	2021	16,093	5,826	4,667	1,255	872	2,167
Year 4	2022	16,459	6,126	4,765	1,281	891	2,212
Year 5	2023	16,825	6,426	4,863	1,307	909	2,258
Year 6	2024	17,191	6,465	4,961	1,334	927	2,303
Year 7	2025	17,557	6,504	5,059	1,360	945	2,349
Year 8	2026	17,923	6,543	5,157	1,386	964	2,394
Year 9	2027	18,289	6,582	5,254	1,413	982	2,439
Year 10	2028	18,655	6,621	5,352	1,439	1,000	2,485
Ten-Year Increase		3,650	1,677	979	263	183	455
Projected Revenue =>		$934,400	$263,289	$101,813	$68,691	$31,472	$92,719
						Projected Revenue =>	**$1,492,384**
						Total Expenditures =>	**$3,378,501**
						General Fund's Share =>	**$1,886,117**

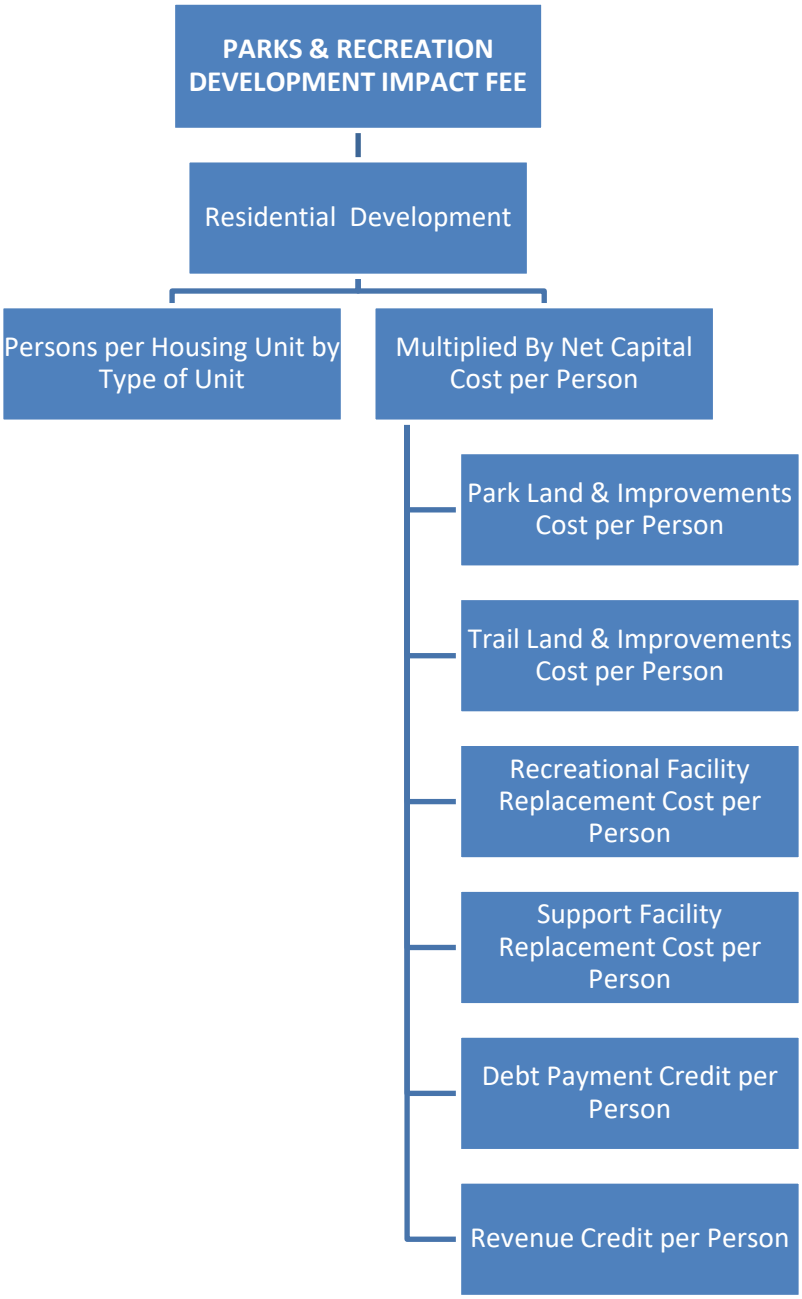
PARKS & RECREATION FACILITIES DEVELOPMENT IMPACT FEE

The Parks & Recreation Development Impact Fee is based on the incremental expansion methodology. The impact fee methodology assumes the Town will construct additional recreation improvements to serve future growth to maintain current levels of service incrementally over time. The fee includes only the costs for improvements to parks, trails, and recreational facilities; land acquisition is not included. Parks and recreation capital improvements are allocated 100 percent to residential development. Furthermore, two revenue credits are necessary to avoid double payments towards current debt obligations for park improvements. The components to the Parks & Recreation Development Impact Fee are as follows:

- Park Facilities
- Trail Facilities
- Recreational Facilities
- Support Facilities
- Future Debt Payments Credit
- Future Revenue Credit

Figure 31 diagrams the general methodology used to calculate the Parks & Recreation development impact fee. It is intended to read like an outline, with lower levels providing a more detailed breakdown of the impact fee components. The Parks and Recreation impact fee is derived from the product of persons per housing unit (by type of unit) multiplied by the net capital cost per person. The boxes in the next level down indicate detail on the components included in the fee.

Figure 31. Parks & Recreation Facilities Development Impact Fee Methodology



Parks & Recreation Facilities Level of Service and Cost Factors

The Parks & Recreation Development Impact Fee is based on an inventory of existing townwide parks and current values of recreation improvements in the Town's park system. The use of existing standards means there are no existing infrastructure deficiencies. New development is only paying its proportionate share for growth-related infrastructure. Facilities and costs have been provided by the Town of Parker staff. The Town does not anticipate constructing any new mini and neighborhood parks, so it was determined that those park classifications would not be included in the analysis.

Park Facilities

As shown in Figure 32, there are 258.6 park acres included in the study reflecting system-level parks. To calculate the current level of service, the existing parkland acreage is divided by the current population of Parker (53,528). This equates to 4.84 park acres per 1,000 persons.

Current replacement cost for parks is $23,866,150, or $92,290 per acre. The cost per person factor is calculated by applying the level of service factor to the replacement cost per acre (4.84 acres per 1,000 persons x $92,290 per acres = $447 per person, rounded).

Figure 32. Park Level of Service and Cost Factors

Facility	Acres	Replacement Cost
Auburn Hills Community Park	3.0	$1,238,000
Bar CCC Park	7.7	$585,000
Iron House Park/Slemmer Barn	9.0	$381,600
O'Brien Park & H20'Brien Pool	8.5	$5,522,000
Railbender Park	8.1	$3,920,200
Salisbury Sports & Equestrian Park	160.0	$7,279,000
Sonka Dog Park and Westcreek Disc Golf Course	33.8	$1,525,500
Stroh Ranch Soccer Park	16.5	$1,337,600
Tallman Meadow Park	12.0	$2,077,250
TOTAL	**258.6**	**$23,866,150**

Level-of-Service Standards	Residential	Nonresidential
Proportionate Share	100%	0%
Share of Park Acres	259	0
2018 Population or Jobs	53,528	18,281
Acres per 1,000 Persons or Jobs	**4.84**	**0.00**

Cost Analysis	Residential	Nonresidential
Acres per 1,000 Persons or Jobs	4.84	0.00
Cost per Acre	$92,290	$92,290
Cost Per Person or Job	**$447**	**$0**

Source: Town of Parker Parks, Recreation, and Open Space Master Plan, 2018

Trail Facilities

In Figure 33, the current trail level of service is calculated by dividing the existing trail length (38 miles) by the current population of Parker (53,528). This equates to 0.71 miles per 1,000 persons.

The average cost per mile ($867,590) is calculated by dividing the total replacement cost for the Town's trail system by the total miles of trails. The cost per person factor is calculated by applying the level of service factor to the average replacement cost per mile (0.71 miles per 1,000 persons x $867,590 per mile = $616 per person, rounded).

Figure 33. Trail Level of Service and Cost Factors

Facility	Miles	Replacement Cost
Multiuse Trails	38	$32,968,426
TOTAL	**38**	**$32,968,426**

Level-of-Service Standards	Residential	Nonresidential
Proportionate Share	100%	0%
Share of Trail Miles	38	0
2018 Population or Jobs	53,528	18,281
Miles per 1,000 Persons or Jobs	**0.71**	**0.00**

Cost Analysis	Residential	Nonresidential
Miles per 1,000 Persons or Jobs	0.71	0.00
Cost per Miles	$867,590	$867,590
Cost Per Person or Job	**$616**	**$0**

Source: Town of Parker Parks, Recreation, and Open Space Master Plan, 2018

Recreational Facilities

Shown in Figure 34, the current level of service for recreational facilities is calculated by dividing the existing square feet (174,779 square feet) by the current population of Parker (53,528) resulting in 3.24 square feet per person.

Replacements costs are also shown in Figure 34 as provided by Town staff and from recent project costs. The average cost per square foot ($303) is calculated by dividing the total replacement cost of the facilities by the total square feet. The cost per person is calculated by applying the level of service factor to the average replacement cost per square foot (3.27 square feet per person x $303 per square foot = $991 per person, rounded).

Figure 34. Recreational Facility Level of Service and Cost Factors

Facility	Square Feet	Replacement Cost
Discovery Park (Mainstreet Pavilion) [1]	4,200	$8,100,000
Lincoln Ave Recreation Center [2]	71,283	$24,949,050
Plaza Drive Rec Fieldhouse [2]	99,296	$19,859,200
TOTAL	**174,779**	**$52,908,250**

Level-of-Service Standards	Residential	Nonresidential
Proportionate Share	100%	0%
Share of Facility Square Feet	174,779	0
2018 Population or Jobs	53,528	18,281
Square Feet per Person or Job	**3.27**	**0.00**

Cost Analysis	Residential	Nonresidential
Square Feet per Person or Job	3.27	0.00
Cost per Square Foot	$303	$303
Cost Per Person or Job	**$991**	**$0**

[1] Cost of construction in 2016, CAFR 2016
[2] Town of Parker Parks & Recreation Department

Support Facilities

To calculate the current level of service for support facilities, the existing square feet (14,085 square feet) is divided by the current population of Parker (53,528), resulting in 0.26 square feet per person.

Replacement costs for parks and recreation support facilities were provided by Town staff and total $1,771,729. The average cost per square foot ($126) is calculated by dividing the total replacement cost of the facilities by total square feet. The cost per person factor is calculated by applying the level of service factor to the replacement cost per square foot (0.26 square feet per person x $126 per square foot = $33 per person, rounded).

Figure 35. Support Facility Level of Service and Cost Factors

Facility	Square Feet	Replacement Cost
Motsenbocker Complex: Parks Office	4,213	$851,496
Motsenbocker Complex: Parks Storage	2,872	$90,000
Motsenbocker Complex: Fleet Shop & Parks Garage [1]	7,000	$830,233
TOTAL	**14,085**	**$1,771,729**

Level-of-Service Standards	Residential	Nonresidential
Proportionate Share	100%	0%
Share of Facility Square Feet	14,085	0
2018 Population or Jobs	53,528	18,281
Square Feet per Person or Job	**0.26**	**0.00**

Cost Analysis	Residential	Nonresidential
Square Feet per Person or Job	0.26	0.00
Cost per Square Foot	$126	$126
Cost Per Person or Job	**$33**	**$0**

Source: Town of Parker Parks & Recreation and Public Works Dept
[1] Note: facility is shared with Public Works Dept, only Parks Dept space is listed

Parks & Recreation Facilities Development Impact Fee Credits

The Town has outstanding debt from construction of the Recreation Center and Fieldhouse. The payments on these bonds will be funded by sales and use tax, so a credit is calculated and integrated into the fee to avoid potential double payment by new residents from development impact fees and sales tax. However, only a portion of the sales and use tax in Parker is generated by residents. The following section calculates the estimated resident-generated Town of Parker sales and use tax.

First, spending by Parker residents is analyzed and documented in Figure 36. From ESRI and Infogroup, total spending (or demand) from Parker residents is nearly $980 million. A portion of that spending is on nontaxable items, so demand is reduced to $965 million. This results in an average of $18,035 per capita. Applying 2.5 percent to the average spending per capita results in the per capita pledged sales and use tax revenue for capital improvements ($18,035 x 2.5% = $450.88).

Figure 36. Town of Parker Resident Total Spending

Town of Parker	2018
Total Spending (Demand) [1]	$979,583,970
Less Nontaxable Items [1]	$14,198,687
Taxable Sales [1]	$965,385,283
Population Estimate	53,528
Per Capita Spending	$18,035.00
Per Capita Sales Tax (3%)	$541.05
Per Capita Pledged Sales Tax (2.5%) [2]	**$450.88**

[1] Source: Esri and Infogroup
[2] Source: Town of Parker CAFR, 2017

However, it is not just residents that generate spending in Parker. Spending is also generated by residents outside of the Town's boundary that shop in Parker, non-resident employees, and commuters passing through Parker. To understand spending from non-residents, 2018 projected sales and use tax from the Town's budget is analyzed. As shown in Figure 37, it is estimated that the Town will pledge $41,156,286 from sales and use tax in FY2018. Per capita revenue is calculated by dividing the pledged amount by the population estimate ($41,156,286 / 53,528 residents = $768.87 per capita).

Figure 37. Parker Sales & Use Tax per Capita

Town of Parker	2018
Projected Sales & Use Tax [1]	$49,300,000
Estimated Town Pledged Sales & Use Tax [2]	$41,156,286
Population Estimate	53,528
Per Capita Pledged Sales & Use Tax	**$768.87**

[1] Town of Parker 2018 Budget
[2] Note: the Town's pledge of sales & use tax is approximated with 2017 percentage of total, 83.5 percent.

Comparing the two data points results in an assumed percentage of pledged Town sales and use tax generated from residents. As shown in Figure 38, 59 percent of spending in the Town is estimated from

Parker residents ($450.88 / $768.87 = 59%). Additionally, 41 percent of the spending in the Town is from non-residents.

Figure 38. Parker Sales and Use Tax from Residents

Town of Parker	2018
Per Capita Pledged Sales & Use Tax	$450.88
Per Capita Pledged Sales & Use Tax	$768.87
Percent Pledged Tax Estimated From Residents	**59%**
Percent Pledged Tax Estimated From Non-Residents	41%

In the following credit calculations, the 59 percent factor is applied to attribute sales and use tax revenue for capital expenditures to residents.

Parks & Recreation Facilities Credit for Future Debt Payments

The Town of Parker has issued debt two times in recent years to finance the construction of new park facilities—the Recreation Center (2014) and the Fieldhouse (2015). Future payment on the bonds will be funded by sales and use tax. To avoid development paying twice for park capital improvements, a credit is included in the Parks & Recreation Development Impact Fee.

As shown in Figure 39, 59 percent of the annual payment schedule for both bonds is attributed to Town residents. The annual payment is divided by the Town's population to determine the annual debt cost per capita. To account for the time value of money, annual payments per capita are discounted using a net present value formula based on the applicable discount (interest) rate. This results in a credit of $116 per person, rounded.

Figure 39. Parks & Recreation Debt Obligations per Capita

Fiscal Year	Total Payment	Parker Residents 59%
Base Year	$1,584,469	$934,837
2019	$1,583,947	$934,529
2020	$1,582,894	$933,907
2021	$1,580,620	$932,566
2022	$1,580,500	$932,495
2023	$1,582,048	$933,408
2024	$1,585,644	$935,530
2025	$1,587,623	$936,697
2026	$485,021	$286,162
2027	$485,446	$286,413
2028	$485,021	$286,162
Total	**$14,123,231**	**$8,332,706**

Fiscal Year	Payment	Projected Population	Payment/ Person
Base Year	$934,837	53,528	$17.46
2019	$934,529	55,124	$16.95
2020	$933,907	56,784	$16.45
2021	$932,566	58,443	$15.96
2022	$932,495	60,102	$15.52
2023	$933,408	61,761	$15.11
2024	$935,530	62,948	$14.86
2025	$936,697	64,135	$14.61
2026	$286,162	65,322	$4.38
2027	$286,413	66,509	$4.31
2028	$286,162	67,696	$4.23
Total	**$8,332,706**		**$139.84**
		Discount Rate	4.00%
	Total Credit per Person		**$116**

Parks & Recreation Facilities Credit for Future Sales and Use Tax Revenue

A second credit is necessary for the future use of sales and use tax to construct park facilities. The Parks & Recreation Special Revenue Fund levies a 0.5 percent sales and use tax that is used for operating and capital expenditures. Since future development will be paying both the development impact fee and the sales tax, a credit is needed to prevent development from paying twice for future park improvements.

To calculate the credit, the historical spending of the Parks & Recreation Special Revenue Fund is analyzed. Listed in Figure 40, over the past five years, on average, 28 percent of the Fund has been appropriated to capital projects.

Figure 40. Historical Parks & Recreation Special Revenue Fund Spending on Capital Projects

Fiscal Year	Sales & Use Tax Revenue	Parks & Rec Fund for Capital	Percent of Tax Revenue
2014	$6,114,232	$2,277,741	37%
2015	$6,532,037	$1,642,142	25%
2016	$6,986,847	$2,515,096	36%
2017	$7,652,800	$1,407,913	18%
2018	$8,203,000	$2,134,834	26%
Total	**$35,488,916**	**$9,977,726**	**28%**

Source: Town of Parker 2018 Budget

The five-year average (28 percent) is applied to projected sales and use tax revenue in the Special Revenue Fund to estimate potential capital funding.[2] Shown in Figure 41, the estimated capital spending in the Fund is attributed to Parker residents by applying the 59 percent factor. The estimated revenue is divided by the Town's population to find the annual revenue per capita. After applying a net present value calculation, the credit results in $237 per person, rounded.

Figure 41. Future Sales and Use Tax Revenue from Residents for Capital Projects

Fiscal Year	Est. Sales & Use Tax Revenue	Capital Spending 28%	Parker Residents 59%
Base Year	$8,203,000	$2,306,277	$1,360,704
2019	$8,531,120	$2,398,529	$1,415,132
2020	$8,872,365	$2,494,470	$1,471,737
2021	$9,227,259	$2,594,248	$1,530,607
2022	$9,596,350	$2,698,018	$1,591,831
2023	$9,980,204	$2,805,939	$1,655,504
2024	$10,379,412	$2,918,177	$1,721,724
2025	$10,794,588	$3,034,904	$1,790,593
2026	$11,226,372	$3,156,300	$1,862,217
2027	$11,675,427	$3,282,552	$1,936,706
2028	$12,142,444	$3,413,854	$2,014,174
Total	**$110,628,541**	**$31,103,268**	**$18,350,928**

Fiscal Year	Tax Revenue	Projected Population	Revenue/ Person
Base Year	$1,360,704	53,528	$25.42
2019	$1,415,132	55,124	$25.67
2020	$1,471,737	56,784	$25.92
2021	$1,530,607	58,443	$26.19
2022	$1,591,831	60,102	$26.49
2023	$1,655,504	61,761	$26.80
2024	$1,721,724	62,948	$27.35
2025	$1,790,593	64,135	$27.92
2026	$1,862,217	65,322	$28.51
2027	$1,936,706	66,509	$29.12
2028	$2,014,174	67,696	$29.75
Total	**$18,350,928**		**$299.14**
		Discount Rate	4.00%
	Total Credit per Person		**$237**

[2] Per Town staff, a 4 percent increase in sales and use tax revenue is projected.

Projection of Parks & Recreation Growth-Related Facility Needs

The following chapter estimates the projected Parks & Recreation facility needs from projected future growth.

Park Facilities

To estimate the 10-year growth needs for park facilities, the current level of service (4.84 acres per 1,000 persons) is applied to the population growth projected for the Town of Parker. The Town is projected to increase by 14,168 residents over the next ten years (see Appendix A: Land Use Assumptions). Listed in Figure 42, there will need to be a total of 327.6 park acres in the town to accommodate the growth, which results in a need of 68.6 new acres. By applying the average cost of improvements to parkland ($92,290 per acre), the total expenditure for the growth is calculated (68.6 acres x $92,290 = $6,331,094).

Figure 42. 10-Year Parkland Needs to Accommodate Growth

Type of Infrastructure	Level of Service			Demand Unit	Unit Cost / Acre
Park Facilities	Residential	4.84	Acres	per 1,000 persons	$92,290
	Nonresidential	0.00		per 1,000 jobs	

Growth-Related Need for Park Facilities						
Year		Population	Jobs	Residential Acres	Nonresidential Acres	Total Square Feet
Base	2018	53,528	18,281	259.0	0	259.0
Year 1	2019	55,124	18,690	266.8	0	266.8
Year 2	2020	56,784	19,099	274.8	0	274.8
Year 3	2021	58,443	19,509	282.8	0	282.8
Year 4	2022	60,102	19,918	290.8	0	290.8
Year 5	2023	61,761	20,327	298.9	0	298.9
Year 6	2024	62,948	20,736	304.6	0	304.6
Year 7	2025	64,135	21,146	310.4	0	310.4
Year 8	2026	65,322	21,555	316.1	0	316.1
Year 9	2027	66,509	21,964	321.9	0	321.9
Year 10	2028	67,696	22,373	327.6	0	327.6
Ten-Year Increase		14,168	4,092	**68.6**	**0**	**68.6**
			Projected Expenditure	**$6,331,094**	**$0**	**$6,331,094**

Growth-Related Expenditures for Park Facilities	$6,331,094

Trail Facilities

To estimate the 10-year growth needs for trails, the current level of service (0.71 miles per 1,000 persons) is applied to the population growth projected for the Town of Parker. The town is projected to increase by 14,168 residents over the next ten years (see Appendix A: Land Use Assumptions). As shown in Figure 43, an additional need of 10 new trail miles will be demanded by new residential development. By applying the average cost of trail improvements ($867,590 per mile) the total expenditure for the growth is calculated (10 miles x $867,590 = $8,675,900).

Figure 43. 10-Year Trail Needs to Accommodate Growth

Type of Infrastructure	Level of Service			Demand Unit	Unit Cost / Mile
Trail Facilities	Residential	0.71	Miles	per 1,000 persons	$867,590
	Nonresidential	0.00		per 1,000 jobs	

Growth-Related Need for Trail Facilities						
Year		Population	Jobs	Residential Miles	Nonresidential Miles	Total Miles
Base	2018	53,528	18,281	38.0	0	38.0
Year 1	2019	55,124	18,690	39.1	0	39.1
Year 2	2020	56,784	19,099	40.3	0	40.3
Year 3	2021	58,443	19,509	41.4	0	41.4
Year 4	2022	60,102	19,918	42.6	0	42.6
Year 5	2023	61,761	20,327	43.8	0	43.8
Year 6	2024	62,948	20,736	44.6	0	44.6
Year 7	2025	64,135	21,146	45.5	0	45.5
Year 8	2026	65,322	21,555	46.3	0	46.3
Year 9	2027	66,509	21,964	47.2	0	47.2
Year 10	2028	67,696	22,373	48.0	0	48.0
Ten-Year Increase		14,168	4,092	**10.0**	**0**	**10.0**
			Projected Expenditure	**$8,675,900**	**$0**	**$8,675,900**

Growth-Related Expenditures for Trail Facilities	**$8,675,900**

Recreational Facilities

To estimate the 10-year growth needs for recreational facilities, the current level of service (3.27 square feet per person) is applied to the population growth projected for the Town of Parker. The town is projected to increase by 14,168 residents over the next ten years (see Appendix A: Land Use Assumptions). Listed in Figure 44, there will need to be a total of 221,365 square feet of recreational facilities in the town to accommodate the growth, which results in a need of 46,329 new square feet. By applying the average cost of improvements to recreation facilities ($303 per square foot), the total expenditure for the growth is calculated (46,329 square feet x $303 = $14,037,687).

Figure 44. 10-Year Recreational Facilities Needs to Accommodate Growth

Type of Infrastructure	Level of Service			Demand Unit	Unit Cost / Sq. Ft.
Recreational Facilities	Residential	3.27	Square Feet	per persons	$303
	Nonresidential	0.00		per jobs	

Growth-Related Need for Recreational Facilities						
Year		Population	Jobs	Residential Square Feet	Nonresidential Square Feet	Total Square Feet
Base	2018	53,528	18,281	175,036	0	175,036
Year 1	2019	55,124	18,690	180,256	0	180,256
Year 2	2020	56,784	19,099	185,682	0	185,682
Year 3	2021	58,443	19,509	191,108	0	191,108
Year 4	2022	60,102	19,918	196,533	0	196,533
Year 5	2023	61,761	20,327	201,959	0	201,959
Year 6	2024	62,948	20,736	205,840	0	205,840
Year 7	2025	64,135	21,146	209,722	0	209,722
Year 8	2026	65,322	21,555	213,603	0	213,603
Year 9	2027	66,509	21,964	217,484	0	217,484
Year 10	2028	67,696	22,373	221,365	0	221,365
Ten-Year Increase		14,168	4,092	**46,329**	**0**	**46,329**
			Projected Expenditure	**$14,037,687**	**$0**	**$14,037,687**

Growth-Related Expenditures for Recreational Facilities	**$14,037,687**

Support Facilities

To estimate the 10-year growth needs for support facilities, the current level of service (0.26 square feet per person) is applied to the population growth projected for the Town of Parker. The town is projected to increase by 14,168 residents over the next ten years (see Appendix A: Land Use Assumptions). Listed in Figure 45, there will need to be a total of 17,600 square feet of support facilities in the town to accommodate the growth, which results in a need of 3,683 new square feet. By applying the average cost of improvements to recreation facilities ($126 per square foot), the total expenditure for the growth is calculated (3,683 square feet x $126 = $464,058).

Figure 45. 10-Year Support Facilities Needs to Accommodate Growth

Type of Infrastructure	Level of Service			Demand Unit	Unit Cost / Sq. Ft.
Support Facilities	Residential	0.26	Square Feet	per persons	$126
	Nonresidential	0.00		per jobs	

Growth-Related Need for Support Facilities						
Year		Population	Jobs	Residential Square Feet	Nonresidential Square Feet	Total Square Feet
Base	2018	53,528	18,281	13,917	0	13,917
Year 1	2019	55,124	18,690	14,332	0	14,332
Year 2	2020	56,784	19,099	14,763	0	14,763
Year 3	2021	58,443	19,509	15,195	0	15,195
Year 4	2022	60,102	19,918	15,626	0	15,626
Year 5	2023	61,761	20,327	16,057	0	16,057
Year 6	2024	62,948	20,736	16,366	0	16,366
Year 7	2025	64,135	21,146	16,675	0	16,675
Year 8	2026	65,322	21,555	16,983	0	16,983
Year 9	2027	66,509	21,964	17,292	0	17,292
Year 10	2028	67,696	22,373	17,600	0	17,600
Ten-Year Increase		14,168	4,092	**3,683**	**0**	**3,683**
			Projected Expenditure	**$464,058**	**$0**	**$464,058**

Growth-Related Expenditures for Support Facilities	**$464,058**

Parks & Recreation Facilities Development Impact Fee

Figure 46 shows the cost factors for each component of the Parks and Recreation Development Impact Fee. Development impact fees for parks and recreation are based on household size (i.e., persons per housing unit) and are only charged to residential development. The fee for each component is calculated per person, so by multiplying the total cost per person by the household size calculates the maximum supportable fee.

The fees represent the highest amount supportable for each type of housing unit, which represents new growth's fair share of the cost for capital facilities. The Town may adopt fees that are less than the amounts shown. However, a reduction in impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service.

Figure 46. Maximum Supportable Park & Recreation Facilities Development Impact Fee

Fee Component	Cost per Person	Cost per Job
Park Facilities	$447	$0
Trail Facilities	$616	$0
Recreational Facilities	$991	$0
Support Facilities	$33	$0
Credit for Debt Payments	($116)	$0
Credit for Sales Tax Revenue	($237)	$0
TOTAL	**$1,734**	**$0**

Residential

Housing Type	Persons per Housing Unit	Maximum Supportable Fee per Unit
Single Family Detached	3.05	**$5,289**
Single Family Attached	1.97	**$3,416**
Multifamily	1.77	**$3,069**

Nonresidential

Development Type	Jobs per 1,000 Sq Ft	Maximum Supportable Fee per KSF
Retail	1.45	**$0**
Office	3.62	**$0**
Industrial	2.39	**$0**
Institutional	2.83	**$0**

Revenue from Parks & Recreation Facilities Development Impact Fee

Revenue from the Parks & Recreation Development Impact Fee is estimated in Figure 47. There is projected to be 5,327 new housing units in Parker by 2028. The revenue from the fee is calculated by multiplying the housing growth by the fee amount. For example, single family detached homes will generate $19,304,850 in revenue (3,650 units x $5,289). The revenue covers 84 percent of the capital costs generated by projected growth in the Town of Parker. The revenue does not cover the entire capital cost of growth as a result of the credits applied to the fee to protect from double payments.

Figure 47. Estimated Revenue from Parks & Recreation Facilities Development Impact Fee

Infrastructure Costs for Park Facilities

	Total Cost	Growth Cost
Park Facilities	$6,331,094	$6,331,094
Trail Facilities	$8,675,900	$8,675,900
Recreational Facilities	$14,037,687	$14,037,687
Support Facilities	$464,058	$464,058
Total Expenditures	**$29,508,739**	**$29,508,739**

Projected Development Impact Fee Revenue

		SF - Detached $5,289 per unit	Multifamily $3,243 per unit	Retail $0.00 per KSF	Office $0.00 per KSF	Industrial $0.00 per KSF	Institutional $0.00 per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2018	15,005	4,944	4,373	1,176	817	2,030
Year 1	2019	15,361	5,226	4,471	1,202	836	2,076
Year 2	2020	15,727	5,526	4,569	1,228	854	2,121
Year 3	2021	16,093	5,826	4,667	1,255	872	2,167
Year 4	2022	16,459	6,126	4,765	1,281	891	2,212
Year 5	2023	16,825	6,426	4,863	1,307	909	2,258
Year 6	2024	17,191	6,465	4,961	1,334	927	2,303
Year 7	2025	17,557	6,504	5,059	1,360	945	2,349
Year 8	2026	17,923	6,543	5,157	1,386	964	2,394
Year 9	2027	18,289	6,582	5,254	1,413	982	2,439
Year 10	2028	18,655	6,621	5,352	1,439	1,000	2,485
Ten-Year Increase		3,650	1,677	979	263	183	455
Projected Revenue =>		$19,304,850	$5,437,673	$0	$0	$0	$0
						Projected Revenue =>	**$24,742,523**
						Total Expenditures =>	**$29,508,739**
						General Fund's Share =>	**$4,766,217**

TRANSPORTATION DEVELOPMENT IMPACT FEE

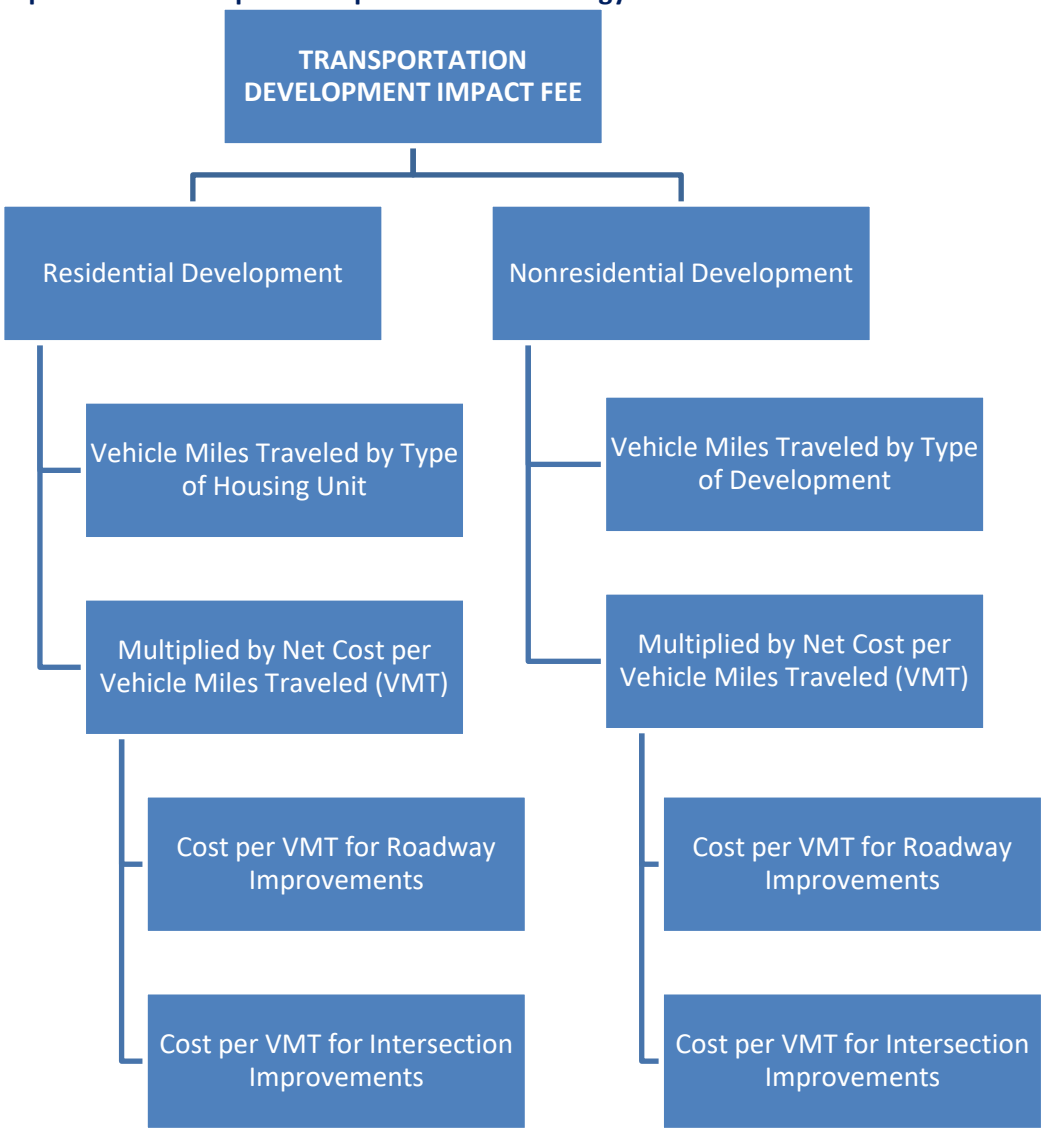
To determine the Town of Parker Transportation Development Impact Fee, a plan-based methodology is used. The fee amounts for residential and nonresidential development are calculated by multiplying the vehicle miles traveled (VMT) generation rates by the capital cost per VMT. The methodology includes trip adjustment for pass-by trips, average trip length, and trip length adjustment factors. The capital cost of transportation improvements is based on projects identified in the transportation Capital Improvement Plan (CIP) as capacity improvements: roadways and intersections improvements.

Residential and nonresidential development impact fees are calculated on a per vehicle mile traveled (VMT) basis. Vehicle trip generation rates for different development types are provided by the Institute of Transportation Engineers (ITE). Residential rates are able to be customized for Parker as well. Necessary factors are applied to vehicle trip rates to calculate the VMT generation for each land use.

Furthermore, Town staff has provided the project list and estimated cost for the Town. **The Town's cost has been reduced by anticipated contributions from developers and from a future Metropolitan District.** The intent is to avoid future development from paying twice for the same transportation improvements.

Figure 48 illustrates the methodology used to determine the development impact fee. It is intended to read like an outline, with lower levels providing a more detailed breakdown of the components. The residential and nonresidential portion is derived from the product of VMT (by type) multiplied by the net cost per VMT.

Figure 48. Transportation Development Impact Fee Methodology Chart



Service Units for Transportation

The "service unit" used in the analysis of the Transportation fee for residential and nonresidential development is average weekday vehicle miles of travel (VMT). The analysis includes adjustments for commuting patterns, pass-by trips, and average trip lengths by type of development. Trip generation rates are from the reference book Trip Generation published by the Institute of Transportation Engineers (ITE, 2017).

A customized trip rate is calculated for single family and multifamily units in the Town of Parker. In Figure 49, customized vehicle trip rates are listed. A single family unit is estimated to generate 11.70 trip ends on an average weekday and a multifamily unit is estimated to generate 5.20 trip ends on an average weekday. (See Figure 65 in the Land Use Assumptions Appendix for detailed calculations used in customizing vehicle trip rates.) Vehicle trip generation for nonresidential land uses are calculated by using ITE's average daily trip end rates and adjustment factors found in their recently published 10th edition of *Trip Generation*.

As discussed in Appendix A: Land Use Assumptions, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development

In Figure 49, the Institute for Transportation Engineers' land use code, daily vehicle trip end rate, trip adjustment factor, and the trip length weighted factor are listed for each land use. The factors are combined along with the average trip length to calculate the average daily vehicle miles of travel (VMT) as well.

Figure 49. Residential and Nonresidential Service Units

Development Type	ITE Code	Weekday VTE/KSF	Trip Adjustment	Trip Length Wt Factor	Vehicles Miles Traveled (VMT)
Residential (per housing unit)					
Single Family	210	11.70	64%	122%	46.41
Multifamily	221	5.20	64%	122%	20.63
Nonresidential (per 1,000 square feet)					
Retail	820	37.75	39%	68%	50.86
Office	710	9.74	50%	75%	18.55
Industrial	140	3.93	50%	75%	7.49
Institutional	610	10.72	50%	75%	20.42

Avg Trip Lenth (miles)	5.08
Vehicle Capacity Per Lane	7,700

Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017); National Household Travel Survey, 2009; Highway Capacity Manual, 2000; TischlerBise

Projected Travel Demand

It is not just local residents and jobs that are placing a demand on the Town of Parker's transportation system. The Town serves as a commercial center for those living on the peripheral of the Town boundary in Douglas County and the Town's transportation corridors serve non-resident commuters driving to employment centers. As such, in determining the demand on the transportation system, development beyond the Town's boundaries is included.

According to an evaluation of Parker's transportation system[3], the Town's growth area expands beyond the Town's boundaries in all directions mainly along thoroughfares. This growth area represents the demand that is placed on Parker's transportation system. In the evaluation, an analysis was conducted at the Traffic Area Zone (TAZ) level to understand the current vehicle trips generated in the growth area and project trips into the future. Shown in Figure 50, by 2028, it is projected that 84 percent of the vehicle trips in the growth area will be from within the Town while 16 percent of trips will be from beyond the Town's boundaries. This factor is included into the development impact fee study's vehicle miles traveled projection below.

Figure 50. Parker's Growth Area Trip Generation

	2028			
Trip Orgin	Res Trips	Nonres Trips	Total	%
Town of Parker	126,283	114,948	241,231	84%
Outside of Parker	35,228	11,616	46,844	16%
Total	161,511	126,564	288,075	100%

Source: Town of Parker Roadway System Evaluation, Felsburg Holt & Ullevig, April 2013

Illustrated in Figure 51, applying the vehicle miles traveled factors to projected growth in the Town results in corresponding need for additional lane miles. Trip generation rates and trip adjustment factors convert projected development into average weekday vehicle trips. A typical vehicle trip, such as a person leaving their home and traveling to work, generally begins on a local street that connects to a collector street, which connects to an arterial road and eventually to a state or interstate highway. The progression of travel up and down the functional classification chain limits the average trip length determination, for the purpose of development fees, to the following question, "What is the average vehicle trip length on development impact fee system improvements?"

With 162.1 lane miles of arterial roadways and a lane capacity standard of 7,700 vehicles per lane, the development fee road network has approximately 1,248,170 vehicle miles of capacity (i.e., 7,700 vehicles per lane traveling the entire 162.1 miles). To derive the average utilization (i.e., average trip length expressed in miles) of the system improvements, the vehicle capacity is divided by the vehicle trips in Parker. As shown in Figure 51, the Town currently attracts 245,790 average weekday vehicle trips (from

[3] Felsburg, Holt, & Ullevig, *Town of Parker Roadway System Evaluation*, 2013

development within Parker boundaries and external development). Dividing 1,248,170 vehicle miles of capacity by 245,790 average weekday vehicle trips yields an average trip length of approximately 5.08 miles.

As shown in Figure 51, over the next ten years new development is projected to generate 59,761 new daily vehicles trips. After applying the trip length factors and average mile per trip to the vehicle trip generation, the total vehicle miles traveled (VMT) is calculated. Currently, there is estimated to be 1,267,400 VMTs. Future development is projected to increase the demand on the arterial roadways by 313,095 VMTs (25 percent increase).

Figure 51. Projected Average Daily Vehicle Miles Traveled

	Base Year 2018	*1* 2019	*2* 2020	*3* 2021	*4* 2022	*5* 2023	*6* 2024	*7* 2025	*8* 2026	*9* 2027	*10* 2028	Total Increase
Single Family Units	15,005	15,361	15,727	16,093	16,459	16,825	17,191	17,557	17,923	18,289	18,655	3,650
Multifamily Units	4,944	5,226	5,526	5,826	6,126	6,426	6,465	6,504	6,543	6,582	6,621	1,677
Retail KSF	4,373	4,471	4,569	4,667	4,765	4,863	4,961	5,059	5,157	5,254	5,352	979
Office KSF	1,176	1,202	1,228	1,255	1,281	1,307	1,334	1,360	1,386	1,413	1,439	263
Industrial KSF	817	836	854	872	891	909	927	945	964	982	1,000	183
Institutional KSF	2,030	2,076	2,121	2,167	2,212	2,258	2,303	2,349	2,394	2,439	2,485	455
Single Family Units Trips	112,357	115,023	117,764	120,504	123,245	125,986	128,726	131,467	134,207	136,948	139,689	27,332
Multfamily Units Trips	16,454	17,392	18,391	19,389	20,387	21,386	21,516	21,645	21,775	21,905	22,035	5,581
Residential Subtotal	***128,811***	***132,415***	***136,155***	***139,893***	***143,632***	***147,372***	***150,242***	***153,112***	***155,982***	***158,853***	***161,724***	***32,913***
Retail Trips	64,386	65,828	67,269	68,710	70,151	71,593	73,034	74,475	75,917	77,358	78,799	14,413
Office Trips	5,726	5,854	5,982	6,110	6,238	6,367	6,495	6,623	6,751	6,879	7,007	1,281
Industrial Trips	1,606	1,642	1,678	1,714	1,750	1,786	1,822	1,858	1,894	1,930	1,966	360
Institutional Trips	10,883	11,127	11,370	11,614	11,857	12,101	12,345	12,588	12,832	13,076	13,319	2,436
Nonresidential Subtotal	***82,601***	***84,451***	***86,299***	***88,148***	***89,996***	***91,847***	***93,696***	***95,544***	***97,394***	***99,243***	***101,091***	***18,490***
Total Town of Parker Trips	211,412	216,866	222,454	228,041	233,628	239,219	243,938	248,656	253,376	258,096	262,815	51,403
External Trips into Parker	***34,378***	***35,265***	***36,173***	***37,082***	***37,990***	***38,900***	***39,667***	***40,434***	***41,202***	***41,969***	***42,736***	***8,358***
Total Vehicle Trips in Parker	***245,790***	***252,131***	***258,627***	***265,123***	***271,618***	***278,119***	***283,605***	***289,090***	***294,578***	***300,065***	***305,551***	***59,761***
Town of Parker Arterial Road VMT	1,090,133	1,119,005	1,148,713	1,178,411	1,208,113	1,237,831	1,262,151	1,286,466	1,310,789	1,335,115	1,359,436	269,303
External Arterial Road VMT	177,267	181,962	186,793	191,622	196,452	201,284	205,239	209,193	213,148	217,104	221,059	43,792
Total Arterial Road VMT in Parker	1,267,400	1,300,967	1,335,505	1,370,034	1,404,565	1,439,116	1,467,390	1,495,659	1,523,937	1,552,218	1,580,495	313,095
Arterial Road Lane Miles	164.6	169.0	173.4	177.9	182.4	186.9	190.6	194.2	197.9	201.6	205.3	40.66
Net Arterial Road Lane Miles	164.6	4.4	4.5	4.5	4.5	4.5	3.7	3.7	3.7	3.7	3.7	40.66
Arterial Lane Miles per 10,000 VMT	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	

Need for Transportation Improvements

The planned-based methodology is based on projects identified in the transportation CIP as capacity improvements. There are two different categories of projects: roadway and intersection improvements. **The capacity improvements are assumed to be a result of current demand and to accommodate future development.**

Below, Parker's capital cost per vehicle miles traveled for transportation improvements are calculated.

Need for Roadway Improvements

The Town of Parker has determined that the following improvements are necessary to serve current demand and accommodate future transportation demand. Listed in Figure 52 are the road improvements identified in the Town's CIP. In total, the capital improvements equal $95,900,000. Found at the bottom of Figure 52, the total cost is divided by the total projected VMT. This results in a capital cost per VMT of $61 ($95,900,000 / 1,580,495 VMT = $61 per VMT, rounded).

Figure 52. Roadway Improvement Projects

Capital Improvement Plan Projects	Town's Cost
Bayou Gulch - Crowfoot Valley Road to North Pinery	$3,000,000
Cottonwood Widening - Jordan to Cherry Creek	$10,500,000
Crowfoot Valley Widening - Stroh to Southern Town Limit	$10,000,000
Dransfeldt Extension - 20-Mile to Motsenbocker Road	$17,000,000
Dransfeldt Widening - Lincoln to Mainstreet	$3,500,000
Hess Widening - Great Plain to Western Town Limit	$1,500,000
Hess Widening - Motsenbocker to Great Plains	$1,100,000
Jordan/Lincoln Intersection Improvements	$4,500,000
J Morgan Extension (Phase 1) - Stroh Road to Reata West	$2,000,000
J Morgan Extension (Phase 2) - Reata West to South of Kinney Creek	$5,000,000
Kings Point Way	$2,100,000
Lincoln Widening - Keystone to Parker Road	$9,500,000
Mainstreet & 20-Mile Intersection Improvements	$1,000,000
Mainstreet Safety Enhancements and Circulation	$1,500,000
Motsenbocker Widening - Clarke Farms to Todd Drive	$600,000
Motsenbocker Widening - Todd Drive to Hess Road	$7,000,000
North Parker Road Operational Improvements	$4,000,000
Parker Road/20 Mile Road/E-470 Mobility Improvements	$1,000,000
Parkglenn Way - South of Longs (to Brownstone extension)	$400,000
Pine Lane Widening - Jordan to Wintergreen	$1,700,000
Stroh Rd. Widening - J. Morgan to Motsenbocker	$7,500,000
SW Parker Road and Mainstreet	$1,500,000
Total	$95,900,000

Total Roadway Capital Improvement Cost	$95,900,000
2028 Total Vehicle Miles Traveled (VMT)	1,580,495
Capital Cost per VMT	**$61**

Need for Intersection Improvements

As shown in Figure 53, there are nineteen intersection projects identified in the Town's CIP. In total, intersection capital improvements equal $7,762,500. In 2028, it is projected that there will be 1,580,495 VMT on Parker's transportation network.

Found at the bottom of Figure 53, the total capital cost is divided by total projected VMT. This results in a capital cost per VMT of $5 ($7,762,500 / 1,580,495 VMT = $5 per VMT, rounded).

Figure 53. Intersection Improvement Projects

Capital Improvement Plan Projects	Total Cost
Parker Road/Parkglenn Way	$450,000
Cottonwood Drive/Red Bud Lane	$175,000
Cottonwood Drive/Lanceleaf Street	$175,000
Chambers Road/Grasslands Drive	$150,000
Parker Road Responsive Signal Control	$200,000
Parker Road Adaptive Signal Control	$2,000,000
Dransfeldt Road/Parkglenn Way	$400,000
Hess Road/Country Meadows/Peppy Blue Dot Access	$150,000
Hess Road/Great Plain Way	$200,000
Jordan Road/Cedar Gulch Parkway	$250,000
Jordan Road/Cottonwood Subdivision Mid Block Pedestrian Crossing	$300,000
Jordan Road/Parkerhouse Road	$225,000
Jordan Road/Todd Drive	$325,000
Lincoln Avenue/Village Creek Pkwy (Lincoln Creek)	$400,000
Motsenbocker Road/French Creek Avenue	$337,500
Parker Road/Longs Way	$450,000
Parker Road/Rancho Caballo/Christensen Road	$450,000
Twenty Mile Road/Pony Express Drive	$275,000
Advanced Controller Replacement (Town-wide)	$850,000
Total	$7,762,500

Total Traffic Signal Capital Improvement Cost	$7,762,500
2028 Total Vehicle Miles Traveled (VMT)	1,580,495
Capital Cost per VMT	**$5**

Transportation Development Impact Fee

Figure 54 shows the cost factors for each component of Parker's Transportation Development Impact Fee. The development impact fees for transportation projects are based on vehicle miles traveled (VMT) per housing unit for residential development and VMT per 1,000 square feet for nonresidential development.

The fee components are calculated per VMT, so the maximum supportable fee is calculated by multiplying the total cost per VMT by the VMT generation factor for each land use. The VMT factor is calculated by multiplying the average daily vehicle trip ends by the trip rate adjustment factor, trip length weighting factor, and average miles per vehicle trip. For example, the maximum supportable fee for a single family housing unit is $3,063 ($66 per VMT x 11.70 vehicle trip ends x 64% x 5.08 miles x 122% = $3,063, rounded).

The fees represent the highest amount supportable for residential and nonresidential development, which represents new growth's fair share of the cost for capital facilities. The Town may adopt fees that are less than the amounts shown. However, a reduction in development impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service.

Figure 54. Maximum Supportable Transportation Development Impact Fee

Fee Component	Cost per VMT
Road Projects	$61
Signal Projects	$5
TOTAL	**$66**

Development Type	Avg Wkdy Vehicle Trip Ends	Trip Rate Adjustment	Average Trip Length (miles)	Trip Length Adjustment	Maximum Supportable Fee
Residential (per housing unit)					
Single Family Detached	11.70	64%	5.08	122%	**$3,063**
Single Family Attached	6.40	64%	5.08	122%	**$1,675**
Multifamily	5.20	64%	5.08	122%	**$1,361**
Nonresidential (per 1,000 square feet of floor area)					
Retail	37.75	39%	5.08	68%	**$3,357**
Office	9.74	50%	5.08	75%	**$1,225**
Industrial	3.93	50%	5.08	75%	**$494**
Institutional	10.72	50%	5.08	75%	**$1,348**

Revenue from Transportation Development Impact Fee

The total transportation capital costs and projected revenue from the Town Transportation Development Impact Fee is listed in Figure 55. The capital cost of future growth within the Town of Parker is determined by applying the increase in VMT (20%) to the total capital cost ($103,662,500 x 20% = $20,535,456).

To calculate the revenue generated by residential and nonresidential development, growth is multiplied by the corresponding fee. For example, future single family residential development is projected to generate $11.2 million in revenue from the fee (3,650 new housing units x $3,063 = $11,179,950). It is estimated that the Transportation Development Impact Fee will generate a total of $18 million in revenue over the next ten years.

Shown as the bottom of Figure 55, the revenue does not cover the total capital costs of the transportation improvements. This is a result of the future demand on Parker's transportation network from growth beyond Town boundaries. This growth's demand creates a cost that cannot be offset by development impact fees, thus, the funding gap.

Figure 55. Estimated Revenue from Transportation Impact Fee

	Total Cost	Growth's Cost
Road Projects	$95,900,000	$18,997,711
Signals	$7,762,500	$1,537,745
Total Expenditures	**$103,662,500**	**$20,535,456**

Projected Transportation Impact Fee Revenue

		SF - Detached $3,063 per unit	Multifamily $1,518 per unit	Retail $3,357 per KSF	Office $1,225 per KSF	Industrial $494 per KSF	Institutional $1,348 per KSF
Year		**Housing Units**	**Housing Units**	**KSF**	**KSF**	**KSF**	**KSF**
Base	2018	15,005	4,944	4,373	1,176	817	2,030
Year 1	2019	15,361	5,226	4,471	1,202	836	2,076
Year 2	2020	15,727	5,526	4,569	1,228	854	2,121
Year 3	2021	16,093	5,826	4,667	1,255	872	2,167
Year 4	2022	16,459	6,126	4,765	1,281	891	2,212
Year 5	2023	16,825	6,426	4,863	1,307	909	2,258
Year 6	2024	17,191	6,465	4,961	1,334	927	2,303
Year 7	2025	17,557	6,504	5,059	1,360	945	2,349
Year 8	2026	17,923	6,543	5,157	1,386	964	2,394
Year 9	2027	18,289	6,582	5,254	1,413	982	2,439
Year 10	2028	18,655	6,621	5,352	1,439	1,000	2,485
Ten-Year Increase		3,650	1,677	979	263	183	455
Projected Revenue =>		$11,179,950	$2,545,686	$3,286,398	$322,401	$90,390	$612,675

Projected Revenue =>	**$18,037,501**
Total Expenditures =>	**$20,535,456**
General Fund's Share =>	**$2,497,956**

IMPLEMENTATION AND ADMINISTRATION

Development impact fees should be periodically evaluated and updated to reflect recent data. Town of Parker will continue to adjust for inflation. If cost estimates or demand indicators change significantly, the Town should revise the fee calculations.

Colorado's enabling legislation allows local governments to "waive an impact fee or other similar development charge on the development of low or moderate income housing, or affordable employee housing, as defined by the local government."

Credits and Reimbursements

A general requirement that is common to development impact fee methodologies is the evaluation of credits. A revenue credit may be necessary to avoid potential double payment situations arising from one-time development impact fees plus on-going payment of other revenues that may also fund growth-related capital improvements. The determination of revenue credits is dependent upon the development impact fee methodology used in the cost analysis and local government policies. Revenue credits have been analyzed and integrated into the development impact fee calculations herein.

Policies and procedures related to site-specific credits should be addressed in the resolution or ordinance that establishes the development impact fees. Project-level improvements, required as part of the development approval process, are not eligible for credits against development impact fees. If a developer constructs a system improvement included in the fee calculations, it will be necessary to either reimburse the developer or provide a credit against the fees due from that particular development. The latter option is more difficult to administer because it creates unique fees for specific geographic areas.

Lastly, a credit is necessary to account for potential double payment situations due to the collection of the Town of Parker excise tax. The Town's excise tax is a one-time amount collected from new residential and nonresidential development with the proceeds used to construct new capital improvements. The excise tax was first established in 1999 by voter approval. The current excise tax rates are: $4,832 for a detached single family unit, $3,865 for an attached single family unit, $3,502 for an apartment unit, and $0.36 per square foot for commercial development (i.e., all nonresidential categories). It is recommended that the credit for potential double payment of the excise tax and impact fee be calculated at the time a building permit is issued as follows:

- Town staff calculates the total excise tax amount due based on the current schedule
- Town staff calculates the total impact fee amount due based on adopted schedule
- Town staff then determines the difference between the two amounts with the applicant providing payment for the full excise tax amount and the net impact fee amount (total impact fee amount less excise tax amount)
- Proceeds would then be deposited in the respective accounts

Service Area

A development impact fee service area is a region in which a defined set of improvements provide benefit to an identifiable amount of new development. Within a service area, all new development of a type (single family, commercial, etc.) is assessed at the same development impact fee rate. Land use assumptions and development impact fees are each defined in terms of this geography, so that capital facility demand, projects needed to meet that demand, and capital facility cost are all quantified in the same terms. Development impact fee revenue collected within a service area is required to be spent within that service area.

Implementation of a large number of small service areas is problematic. Administration is complicated and, because funds collected within the service area must be spent within that area multiple service areas may make it impossible to accumulate sufficient revenue to fund any projects within the time allowed.

As part of our analysis of the Town and the type of facilities and improvements included in the development impact fee calculation, TischlerBise has determined that a townwide service area is appropriate for all infrastructure categories.

APPENDIX A: LAND USE ASSUMPTIONS

As part of our Work Scope, TischlerBise has prepared documentation on demographic data and growth projections that will be used in the Town of Parker Impact Fee Study. The data estimates and projections are used in the study's calculations and to illustrate the possible future pace of demands on the Town's infrastructure. Furthermore, the technical memo demonstrates the history of development and base year development levels in the Town of Parker. The base year assumptions are used in the impact fee calculations to determine current levels of service.

The factors provide assumptions for the final impact fee analysis, and once finalized, this memo will become part of the final report.

This memo includes discussion and findings on:

- Population and Housing Characteristics
- Current population and housing unit estimates
- Residential projections
- Current employment and nonresidential floor area estimates
- Nonresidential projections
- Current and projected daily vehicle trips
- Functional population

Note: calculations throughout this technical memo are based on an analysis conducted using Excel software. Results are discussed in the memo using one-and two-digit places (in most cases), which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

Population and Housing Characteristics

According to the U.S. Census Bureau, a household is a housing unit that is occupied by year-round residents. Impact fees often use per capita standards and persons per housing unit or persons per household to derive proportionate share fee amounts. When persons per housing unit (PPHU) is used in the fee calculations, infrastructure standards are derived using year-round population. In contrast, when persons per household (PPHH) is used in the fee calculations, the fee methodology assumes all housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends that fees for residential development in the Town of Parker be calculated and assessed using persons per housing unit.

Persons per housing unit (PPHU) is held constant over the 10-year projection period (coinciding with the Town's *2035 Master Plan*) since the study represents a "snapshot approach" of current levels of service and costs. Based on housing characteristics in the Town and the Town's *Land Development Ordinance*, TischlerBise recommends using three housing unit categories for the impact fee study: (1) Single Family Detached (2) Single Family Attached and (3) Multifamily. The Single Family Detached category only includes detached single family units. The Single Family Attached category represents single family attached units and duplexes. The Multifamily category includes structures with three or more housing units.

To estimate the PPHU factors, the US Census, American Community Survey (ACS) 2016 5-Year Estimates data is used. However, when estimating population, the ACS aggregates single family detached and attached units. The US Census Public Use Microdata (PUM), which is the source of ACS estimates, is used to proportionately allocate the Town's population.

Figure 56 indicates the PPHU factors for each housing category. Single family detached units have a household size of 3.05 persons per unit, single family attached units have 1.97 persons per unit, and multifamily units have a household size of 1.77 persons per unit.

Figure 56. Town of Parker Household Size

Type of Structure	Persons	House-holds	Persons per Household	Housing Units	Persons per Housing Unit	Housing Mix	Vacancy Rate
Single Family Detached	41,138	13,133	3.13	13,495	**3.05**	77%	2.7%
Single Family Attached [1]	1,582	793	1.99	801	**1.97**	5%	1.0%
Multifamily Unit [2]	5,682	3,031	1.87	3,215	**1.77**	18%	5.7%
Total	48,402	16,957	2.85	17,511	**2.76**		

Source: TischlerBise analysis; U.S. Census Bureau, 2012-2016 American Community Survey, 5-Year Estimates.
1. Includes single family attached units and duplexes.
2. Includes structures with three or more units.
Note: US Census Public Use Microdata is used to proportionately allocate population to Single Family Detached and Single Family Attached

Base Year Population and Housing Units

To understand housing growth in the Town of Parker, past building permit data was collected. Over the past five years a total increase of 3,517 housing units have been built in the Town. On average, there has been 345 single family detached units, 12 single family attached units, and 346 multifamily housing units constructed annually (see Figure 57. The annual average building permit totals are used to project future housing growth; however, the multifamily total will be reduced due to the anticipated slowing of new multifamily developments (detailed in the following section).

Figure 57. Town of Parker Residential Building Permit Data

	2014	2015	2016	2017	2018	Total	Average
Single Family Detached	347	312	291	421	356	1,727	**345**
Single Family Attached	0	13	20	0	27	60	**12**
Multifamily	306	431	380	358	255	1,730	**346**
Total	653	756	691	779	638	3,517	**703**

Source: Town of Parker, Office of Town Administrator

Base year population (for 2018) was provided by Town of Parker staff and is estimated at 53,528. To determine the current number of housing units by type, 2017 building permits for new construction by type of unit were added to totals for January 1, 2017 (provided by Town staff). There is estimated to be 19,949 housing units in the Town of Parker, 75 percent single family detached and 25 percent multifamily (single family attached and multifamily units).

Figure 58. Town of Parker Base Year Housing Stock (2018)

Town of Parker	Jan. 1, 2017	2017 Building Permits	Base Year 2018	Base Year % of Total
Population			**53,528**	
Housing Units				
Single Family Detached	14,584	421	**15,005**	75%
Multifamily [1]	4,586	358	**4,944**	25%
Total	19,170	779	**19,949**	100%

[1] Includes attached single family and multifamily units

Source: Town of Parker, Office of Town Administrator

Population and Housing Unit Projections

The projected 2019 housing unit totals are calculated by applying the 2018 building permit data to the January 1, 2018 totals (356 single family detached units and 282 multifamily units). In the further out-years of the projection, the previous five-year average annual number of building permits is assumed to continue into the future for single family detached housing unit growth (345 units annually).

However, the recent growth in multifamily units is not expected to continue indefinitely. According to Town staff, there is additional capacity in the town for multifamily development, but development is almost over due to more restrictive financing and concerns in the industry about market absorption. Additionally, in the last remaining annexed master planned communities (Hess Ranch and Anthology North), about eight percent of the housing units are anticipated to be multifamily. For those reasons, 300 multifamily units are projected from 2020 to 2023, but thereafter growth drops to 10 percent of total projected housing development (39 unit annually).

Over the ten-year projection period, 5,327 housing units are anticipated (70 percent single family detached units).

Population projections are calculated by multiplying housing growth by persons per housing unit factors found in Figure 56. By 2028, it is projected that the Town of Parker will grow by 14,168 residents. The annual population increase for the out-years of 1,187 residents is an increase of 2.22 percent of the base year population. This is consistent with the Town's *2035 Master Plan* that projected an average annual population increase from 2015 to 2035 of 2.22 percent.[4]

Figure 59. Town of Parker Annual Residential Development Projections (2019-2028)

	Base Year 2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total Increase
Population												
Town of Parker	53,528	55,124	56,784	58,443	60,102	61,761	62,948	64,135	65,322	66,509	67,696	**14,168**
	Increase	*1,596*	*1,659*	*1,659*	*1,659*	*1,659*	*1,187*	*1,187*	*1,187*	*1,187*	*1,187*	
Housing Units												
SF - Detached	15,005	15,361	15,727	16,093	16,459	16,825	17,191	17,557	17,923	18,289	18,655	**3,650**
Multifamily [1]	4,944	5,226	5,526	5,826	6,126	6,426	6,465	6,504	6,543	6,582	6,621	**1,677**
Total	19,949	20,587	21,253	21,919	22,585	23,251	23,656	24,061	24,466	24,871	25,276	**5,327**
	Increase	*638*	*666*	*666*	*666*	*666*	*405*	*405*	*405*	*405*	*405*	

[1] Includes attached single family and multifamily units
Source: Town of Parker, Office of Town Administrator ; U.S. Census Bureau, 2012-2016 American Community Survey, 5-Year Estimates; TischlerBise analysis

[4] The Denver Regional Council of Governments (DRCOG) traffic analysis zone (TAZ) demographic data was consulted when constructing projections. DRCOG population forecast estimates were significantly lower than the Town of Parker's base year and forecasted numbers in the Town's Master Plan. As a result, DRCOG projections were not applied in this analysis.

Current Employment and Nonresidential Floor Area

The impact fee study includes nonresidential estimates and projections as well. Listed in Figure 60, it is estimated that there are 18,281 private and public jobs in the Town of Parker. The estimate is from ESRI's Business Summary report.

Figure 60. Town of Parker Employment by NAICS Codes (2018)

NAICS Codes	Employees	%
Agriculture, Forestry, Fishing & Hunting	5	0.0%
Mining	71	0.4%
Utilities	45	0.2%
Construction	874	4.8%
Manufacturing	454	2.5%
Wholesale Trade	335	1.8%
Retail Trade	3,505	19.2%
Transportation & Warehousing	173	0.9%
Information	361	2.0%
Finance & Insurance	539	2.9%
Real Estate, Rental & Leasing	511	2.8%
Professional, Scientific & Tech Services	840	4.6%
Management of Companies & Enterprises	9	0.0%
Administrative & Support & Waste Mgmt.	645	3.5%
Educational Services	1,547	8.5%
Health Care & Social Assistance	3,064	16.8%
Arts, Entertainment & Recreation	486	2.7%
Accommodation & Food Services	2,331	12.8%
Other Services (except Public Administration)	1,354	7.4%
Public Administration	1,132	6.2%
Total	**18,281**	**100%**

Source: ESRI Business Summary, 2018

Retail and Institutional sectors account for the largest share of the job market in Parker. See Figure 61.

Figure 61. Town of Parker Summary of Employment by Industry Sectors (2018)

Industry	Jobs	%
Retail	6,322	35%
Office	4,259	23%
Industrial	1,957	11%
Institutional	5,743	31%
Total	**18,281**	**100%**

Source: ESRI Business Summary, 2018

The total nonresidential floor area (square feet) was provided by the Town of Parker staff. Shown in Figure 62, there are 4.4 million square feet of Retail, 1.2 million square feet of Office, and 800,000 square feet of Industrial in Parker. The Institutional floor area was not provided and therefore has been estimated by multiplying the institutional jobs by the Institute of Transportation Engineers' (ITE) square feet per employee factor for a Hospital land use (ITE Code 610), resulting in 2 million square feet. The Hospital land use is used to estimate Institutional floor area because health care jobs account for the majority of Institutional employment.

Figure 62. Town of Parker Base Year Nonresidential Floor Area (2018)

Industry	Square Feet	%
Retail	4,373,327	52%
Office	1,175,719	14%
Industrial/Flex	817,407	10%
Institutional [1]	2,030,408	24%
Total	**8,396,861**	**100%**

[1] Note: Institutional floor area has been estimated by combining employee total and ITE's average square feet per employee factor. Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017)
Source: Town of Parker, Office of Town Administrator

The average square feet per job factors are calculated by dividing the nonresidential floor area in the Town by the number of jobs. Illustrated in Figure 63, there is currently 692 square feet per Retail job, 276 square feet per Office job, 418 square feet per Industrial job, and 354 square feet per Institutional job. These factors will be used in the following section to project nonresidential growth.

Figure 63. Town of Parker Square Feet per Job

Industry	Square Feet [1]	Jobs [2]	Square Feet per Job
Retail	4,373,327	6,322	692
Office	1,175,719	4,259	276
Industrial/Flex	817,407	1,957	418
Institutional [3]	2,030,408	5,743	354
Total	**8,396,861**	**18,281**	**459**

[1] Source: Town of Parker, Office of Town Adminstrator
[2] Source: ESRI, Business Summary 2018
[3] Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017)

Employment and Nonresidential Floor Area Projections

According to the Town's *2035 Master Plan*, the Town is projected to grow by 4,092 jobs from 2018 to 2028, an annual average of 409 jobs. To project nonresidential growth, this recent average annual increase in jobs is added to Town base year employment estimate. The growth is applied to the industry sectors based on the distribution in Figure 61. As a result, it is projected that over the next ten years, the Town will grow by 1,415 Retail jobs, 1,286 Institutional jobs, 953 Office jobs, and 438 Industrial jobs, for a cumulative total of 4,092 jobs.

Nonresidential floor area growth is projected based on employment growth and current square feet per job factors. Over the next ten years, nonresidential floor area in the Town of Parker is projected to increase by approximately 1.9 million square feet. Retail accounts for half of the floor area increase, with growth in Institutional floor area at approximately a quarter of the growth. .[5]

Figure 64. Town of Parker Employment and Nonresidential Floor Area Projections (2019-2028)

Industry	Base Year 2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total Increase
Jobs												
Retail	6,322	6,464	6,605	6,747	6,888	7,030	7,171	7,313	7,454	7,596	7,737	**1,415**
Office	4,259	4,354	4,450	4,545	4,640	4,736	4,831	4,926	5,022	5,117	5,212	**953**
Industrial	1,957	2,001	2,045	2,088	2,132	2,176	2,220	2,264	2,307	2,351	2,395	**438**
Institutional	5,743	5,872	6,000	6,129	6,257	6,386	6,514	6,643	6,771	6,900	7,029	**1,286**
Total	18,281	18,690	19,099	19,509	19,918	20,327	20,736	21,146	21,555	21,964	22,373	**4,092**
	Increase	*409*	*409*	*409*	*409*	*409*	*409*	*409*	*409*	*409*	*409*	
Nonresidential Floor Area (1,000 Sq. Ft.)												
Retail	4,373	4,471	4,569	4,667	4,765	4,863	4,961	5,059	5,157	5,254	5,352	**979**
Office	1,176	1,202	1,228	1,255	1,281	1,307	1,334	1,360	1,386	1,413	1,439	**263**
Industrial	817	836	854	872	891	909	927	945	964	982	1,000	**183**
Institutional	2,030	2,076	2,121	2,167	2,212	2,258	2,303	2,349	2,394	2,439	2,485	**455**
Total	8,397	8,585	8,773	8,961	9,149	9,337	9,525	9,713	9,901	10,089	10,276	**1,880**
	Increase	*188*	*188*	*188*	*188*	*188*	*188*	*188*	*188*	*188*	*188*	

Source: ESRI Business Summary 2018; Town of Parker; Parker 2035 Master Plan; Trip Generation, Institute of Transportation Engineers, 10th Edition (2017); TischlerBise analysis

[5] The Denver Regional Council of Governments (DRCOG) traffic analysis zone (TAZ) demographic data was consulted when constructing projections. DRCOG employment forecast estimates were significantly lower than the Town of Parker's base year and forecasted numbers in the Town's Master Plan. As a result, DRCOG estimates were not applied in this analysis.

Vehicle Trip Generation

Estimates and projections of vehicle trips will be used in the impact fee calculations for the Town of Parker. The use of trip rates ensure proportionality by type of land use in the impact fee calculation (for Transportation and Public Safety impact fees). A vehicle trip end represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway). Average trip rates from the Institute of Transportation Engineers (ITE) are used as the baseline and adjusted for local conditions. Detail is provided below.

Residential Vehicle Trips

A customized trip rate is calculated for single family detached, single family attached, and multifamily units in the Town of Parker. In Figure 65, the most recent data from the American Community Survey is inputted into equations provided by ITE to calculate trip ends per housing unit. A single family detached unit is estimated to generate 11.70 trip ends on an average weekday. A single family attached unit is estimated to generate 6.40 trip ends on an average weekday. A multifamily unit is estimated to generate 5.20 trip ends on an average weekday.

Figure 65. Town of Parker Customized Residential Trip End Rates

		Households (2)				Vehicles per
	Vehicles Available (1)	Single Family Detached	Single Family Attached*	Multifamily Units	Total HHs	Household by Tenure
Owner-occupied	29,550	12,218	575	498	13,291	2.22
Renter-occupied	5,865	915	218	2,533	3,666	1.60
TOTAL	**35,415**	**13,133**	**793**	**3,031**	**16,957**	**2.09**
Housing Units (6) =>		13,495	801	3,215	17,511	
Persons per Housing Unit =>		3.05	1.97	1.77	2.76	

	Persons (3)	Trip Ends (4)	Vehicles by Type of Housing	Trip Ends (5)	Average Trip Ends	**Trip Ends per Housing Unit**	ITE Trip Ends Per Unit	Difference from ITE
SF Detached	41,138	128,083	28,628	187,367	157,725	**11.70**	9.44	24%
SF Attached *	1,582	3,541	1,627	6,705	5,123	**6.40**	7.32	-13%
Multifamily	5,682	12,931	5,160	20,622	16,777	**5.20**	5.44	-4%
TOTAL	**48,402**	**144,555**	**35,415**	**214,694**	**179,624**	**10.30**		

** Includes Single Family Attached and Duplexes*

(1) Vehicles available by tenure from Table B25046, 2012-2016 American Community Survey 5-Year Estimates.

(2) Households by tenure and units in structure from Table B25032, American Community Survey, 2012-2016.

(3) Persons by units in structure from Table B25033, American Community Survey, 2012-2016.

(4) Vehicle trips ends based on persons using formulas from Trip Generation (ITE 2017). For single family housing (ITE 210), the fitted curve equation is EXP(0.89*LN(persons)+1.72). To approximate the average population of the ITE studies, persons were divided by 286 and the equation result multiplied by 286. For single family attached (ITE 220) and multifamily housing (ITE 221), the fitted curve equation is (2.29*persons)-81.02.

(5) Vehicle trip ends based on vehicles available using formulas from Trip Generation (ITE 2017). For single family housing (ITE 210), the fitted curve equation is EXP(0.99*LN(vehicles)+1.93). To approximate the average number of vehicles in the ITE studies, vehicles available were divided by 485 and the equation result multiplied by 485. For single family attached (ITE 220) multifamily housing (ITE 220), the fitted curve equation is (3.94*vehicles)+293.58 (ITE 2012).

(6) Housing units from Table B25024, American Community Survey, 2012-2016.

Residential Vehicle Trips Adjustment Factors

A vehicle trip end is the out-bound or in-bound leg of a vehicle trip. As a result, to not double count trips, a standard 50 percent adjustment is applied to trip ends to calculate a vehicle trip. For example, the out-bound trip from a person's home to work is attributed to the housing unit and the trip from work back home is attributed to the employer.

However, an additional adjustment is necessary to capture Town residents' work-bound trips that are outside of the Town. The trip adjustment factor includes two components. According to the National Household Travel Survey (2009), home-based work trips are typically 31 percent of out-bound trips (which are 50 percent of all trip ends). Also, utilizing the most recent data from the Census Bureau's web application "OnTheMap," 91 percent of the Town of Parker workers travel outside the Town for work. In combination, these factors account for 14 percent of additional production trips (0.31 x 0.50 x 0.91 = 0.14). Shown in Figure 66, the total adjustment factor for residential housing units includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (14 percent of production trips) for a total of 64 percent.

Figure 66. Town of Parker Trip Adjustment Factor for Commuters

Employed Town Residents (2015)	25,886
Residents Working in the Town (2015)	2,237
Residents Commuting Outside of the Town for Work	23,649
Percent Commuting Out of the Town	91%
Additional Production Trips	**14%**

Standard Trip Adjustment Factor	**50%**
Residential Trip Adjustment Factor	**64%**

Source: U.S. Census, OnTheMap Application, 2015

Nonresidential Vehicle Trips

Vehicle trip generation for nonresidential land uses are calculated by using ITE's average daily trip end rates and adjustment factors found in their recently published 10th edition of *Trip Generation*. **Weekday trip end rates per 1,000 square feet highlighted in** Figure 67 **are used to project trip generation in the Town of Parker.**

Figure 67. Institute of Transportation Engineers Nonresidential Trip Factors

ITE Code	Land Use	Demand Unit	Wkdy Trip Ends Per Dmd Unit	Wkdy Trip Ends Per Employee
110	Light Industrial	1,000 Sq Ft	4.96	3.05
130	Industrial Park	1,000 Sq Ft	3.37	2.91
140	Manufacturing	1,000 Sq Ft	3.93	2.47
150	Warehousing	1,000 Sq Ft	1.74	5.05
254	Assisted Living	bed	2.60	4.24
520	Elementary School	1,000 Sq Ft	19.52	21.00
610	Hospital	1,000 Sq Ft	10.72	3.79
710	General Office (avg size)	1,000 Sq Ft	9.74	3.28
714	Corporate Headquarters	1,000 Sq Ft	7.95	2.31
760	Research & Dev Center	1,000 Sq Ft	11.26	3.29
770	Business Park	1,000 Sq Ft	12.44	4.04
820	Shopping Center (avg size)	1,000 Sq Ft	37.75	16.11

Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017)

For nonresidential land uses, the standard 50 percent adjustment is applied to Office, Industrial, and Institutional development types. A lower vehicle trip adjustment factor is used for Retail because this type of development attracts vehicles as they pass-by on arterial and collector roads. For example, when someone stops at a convenience store on their way home from work, the convenience store is not their primary destination. An average pass-by rate from ITE is applied to Retail, resulting in a trip adjustment factor of 39 percent.

In Figure 68, the Institute for Transportation Engineers' land use code, daily vehicle trip end rate, and trip adjustment factor is listed for each land use.

Figure 68. Town of Parker Summary of Average Daily Vehicle Trip Factors

Land Use	ITE Codes	Vehicle Trip Ends	Adjustment Factor
Residential (per housing unit)			
Single Family Attached	210	11.70	64%
Single Family Detached	220	6.40	64%
Multifamily	221	5.20	64%
Nonresidential (per 1,000 square feet)			
Retail	820	37.75	39%
Office	710	9.74	50%
Industrial	140	3.93	50%
Institutional	610	10.72	50%

Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017); TischlerBise analysis

Vehicle Trip Projections

The base year vehicle trip totals and vehicle trip projections are calculated by combining the vehicle trip end factors, the trip adjustment factors, and the residential and nonresidential projections for housing and floor area growth. In the base year, residential land uses account for 127,851 vehicle trips and nonresidential land uses account for 71,718 vehicle trips in the Town of Parker.

Through 2028, there will be a total increase of 46,214 daily vehicle trips with the majority of the growth being generated by single family (56 percent) and Retail (31 percent) development.

Figure 69. Town of Parker Total Daily Vehicle Trip Projections (2019-2028)

	Base Year 2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total Increase
Residential Trips												
Single Family	111,397	113,973	116,549	119,126	121,702	124,278	126,854	129,430	132,006	134,582	137,158	**25,761**
Multifamily	16,454	16,650	16,846	17,043	17,239	17,435	17,632	17,828	18,024	18,221	18,417	**1,963**
Subtotal	127,851	130,623	133,395	136,169	138,941	141,713	144,486	147,258	150,030	152,803	155,575	**27,724**
Nonresidential Trips												
Retail	64,386	65,828	67,269	68,710	70,151	71,593	73,034	74,475	75,917	77,358	78,799	**14,413**
Office	5,726	5,854	5,982	6,110	6,238	6,367	6,495	6,623	6,751	6,879	7,007	**1,281**
Industrial	1,606	1,642	1,678	1,714	1,750	1,786	1,822	1,858	1,894	1,930	1,966	**360**
Institutional	10,883	11,127	11,370	11,614	11,857	12,101	12,345	12,588	12,832	13,076	13,319	**2,436**
Subtotal	71,718	73,324	74,929	76,534	78,139	79,746	81,351	82,956	84,562	86,167	87,772	**18,490**
Vehicle Trips												
Grand Total	199,569	203,947	208,324	212,703	217,080	221,459	225,837	230,214	234,592	238,970	243,347	**46,214**

Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017); TischlerBise analysis

Functional Population

Both residential and nonresidential developments increase the demand on Town services and facilities. To calculate the proportional share between residential and nonresidential demand on service and facilities, a functional population approach is often used. The purpose of the functional population approach is to allocate the cost of Town services and facilities to residential and nonresidential development. In other words, the proportional share found in the functional population approach (Figure 70) is used in the Impact Fee Study to determine the demand from residential and nonresidential land uses for Town services and facilities, when more specific data is not available. The approach is based on the activity of residents and workers in the Town through a 24-hour day.

In the functional population approach, it is generally accepted that residents that do not work are assigned 20 hours per day to residential development and 4 hours per day to nonresidential development (annualized averages). Residents that work in the Town of Parker are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside the Town are assigned 14 hours to residential development, the remaining hours in the day are assumed to be spent outside of the Town working. Lastly, inflow commuters are assigned 10 hours to nonresidential development. Based on 2015 data, residential development accounts for 77 percent of the functional population, while nonresidential development accounts for 23 percent.

Figure 70. Town of Parker Functional Population

Demand Units in 2015				
Residential			*Demand Hours/Day*	*Person Hours*
Population*	47,342			
Residents Not Working		21,456	20	429,120
Employed Residents		25,886		
Employed in Parker		2,237	14	31,318
Employed outside Parker		23,649	14	331,086
			Residential Subtotal	791,524
			Residential Share =>	**77%**
Nonresidential				
Non-working Residents		21,456	4	85,824
Jobs Located in Parker		15,490		
Residents Employed in Parker		2,237	10	22,370
Non-Resident Workers (inflow commuters)		13,253	10	132,530
			Nonresidential Subtotal	240,724
			Nonresidential Share =>	**23%**
			TOTAL	1,032,248

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.
* Source: U.S. Census Bureau, American Community Survey, 2015

APPENDIX B: ADDITIONAL LEGAL GUIDELINES

Both state and federal courts have recognized the imposition of development impact fees on development as a legitimate form of land use regulation, provided the fees meet standards intended to protect against regulatory takings. Land use regulations, development exactions, and development impact fees are subject to the Fifth Amendment prohibition on taking of private property for public use without just compensation. To comply with the Fifth Amendment, development regulations must be shown to substantially advance a legitimate governmental interest. In the case of development impact fees, that interest is the protection of public health, safety, and welfare by ensuring development is not detrimental to the quality of essential public services. The means to this end are also important, requiring both procedural and substantive due process. The process followed to receive community input (i.e., stakeholder meetings, work sessions, and public hearings) provides opportunities for comments and refinements to the development impact fees.

There is little federal case law specifically dealing with development impact fees, although other rulings on other types of exactions (e.g., land dedication requirements) are relevant. In one of the most important exaction cases, the U.S. Supreme Court found that a government agency imposing exactions on development must demonstrate an "essential nexus" between the exaction and the interest being protected (see Nollan v. California Coastal Commission, 1987). In a more recent case (Dolan v. Town of Tigard, OR, 1994), the Court ruled that an exaction also must be "roughly proportional" to the burden created by development.

There are three reasonable relationship requirements for development impact fees that are closely related to "rational nexus" or "reasonable relationship" requirements enunciated by a number of state courts. Although the term "dual rational nexus" is often used to characterize the standard by which courts evaluate the validity of development impact fees under the U.S. Constitution, TischlerBise prefers a more rigorous formulation that recognizes three elements: "need," "benefit," and "proportionality." The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonably implied, and was specifically mentioned by the U.S. Supreme Court in the Dolan case. Individual elements of the nexus standard are discussed further in the following paragraphs.

All new development in a community creates additional demands on some, or all, public facilities provided by local government. If the capacity of facilities is not increased to satisfy that additional demand, the quality or availability of public services for the entire community will deteriorate. Development impact fees may be used to cover the cost of development-related facilities, but only to the extent that the need for facilities is a consequence of development that is subject to the fees. The Nollan decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle likely applies to development impact fees. In this study, the impact of development on infrastructure needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable level-of-service standards.

The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the Dolan case and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify development-related facility costs, and in the methods used to calculate development impact fees for various types of facilities and categories of development. The demand for facilities is measured in terms of relevant and measurable attributes of development (e.g. persons per household).

A sufficient benefit relationship requires that development impact fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. The calculation of development impact fees should also assume that they will be expended in a timely manner and the facilities funded by the fees must serve the development paying the fees. However, nothing in the U.S. Constitution or the state enabling legislation requires that facilities funded with fee revenues be available exclusively to development paying the fees. In other words, benefit may extend to a general area including multiple real estate developments. Procedures for the earmarking and expenditure of fee revenues are discussed near the end of this study. All of these procedural as well as substantive issues are intended to ensure that new development benefits from the development impact fees they are required to pay. The authority and procedures to implement development impact fees is separate from and complementary to the authority to require improvements.

APPENDIX C: NONRESIDENTIAL DEVELOPMENT DEFINITIONS

The proposed general nonresidential development categories (defined below) can be used for all new construction within Parker. Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area).

Retail: Establishments primarily selling merchandise, eating/drinking places, entertainment/recreational uses, and lodging. By way of example *Retail* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, movie theaters, recreational uses, athletic clubs, gyms, hotels, and motels.

Office: Establishments providing management, administrative, professional, or business services; personal and health care services; By way of example, *Office* includes banks, business offices, assisted living facilities, nursing homes, hospitals, medical offices, and veterinarian clinics.

Industrial: Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, *Industrial* includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings.

Institutional: Establishments providing public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, *Institutional* includes schools, universities, churches, daycare facilities, government buildings, and prisons.

PARKER
COLORADO

Request for Town Council Action

Date: July 1, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 8.20.4 - First Reading**
A Bill for an Ordinance Repealing Chapter 4.11 of the Parker Municipal Code, Entitled Impact Fees, and Amending Chapter 4.07 of the Parker Municipal Code, Entitled Development Excise Tax, Subject to the Approval of the Registered Electors of the Town at the Special Election on November 5, 2019

Department: **Town Attorney, Kristin Schledorn**
Finance, Mary Lou Brown

Second Reading: **July 15, 2019**

EXECUTIVE SUMMARY

This ordinance amends Section 4.07 of the Parker Municipal Code, to increase the excise tax on new residential development, subject to approval by the voters at the special election on November 5, 2019.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council originally adopted impact fees in 1997 for new residential and nonresidential development, based on a study prepared by BBC Research and Consulting. On May 3, 1999, Town Council approved an excise tax ordinance, which repealed the 1997 impact fee ordinance. In November of 1999, the voters of the Town approved the ballot question approving the excise tax. The taxes that were adopted at the time and the current amount of those taxes, following 20 years of adjustment using the consumer price index, can be summarized as follows:

Single-family dwelling
1999: $3,500
2019: $4,987

Attached dwelling
1999: $2,700
2019: $3,989

Apartment dwelling
1999: $2,400
2019: $3,614

Nonresidential
1999: $0.25/sf
2019: $0.37/sf

Ordinance No. 1.534, which is also under consideration by the Town Council, submits to the Parker electors, a question of whether to raise the excise tax on new residential development only. If it passes, the impact fees (which are also under consideration by Town Council as Ordinance No. 8.30) would be repealed.

The new fees would be:
Single-family dwelling $10,178 (an increase of $5,191)
Attached dwelling $6,337 (an increase of $2,348)
Apartment dwelling $5,567 (an increase of $1,953)

No increase is proposed in the nonresidential tax rate (currently $0.37/sf).

Additionally, if approved, the excise tax would be subject to an increase annually based on the Colorado Construction Cost Index, rather than the Consumer Price Index.

FINANCIAL IMPACT

For purposes of the ballot question and the Blue Book analysis, the maximum amount of the increase is estimated to be $7.5 million in 2020.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 8.20.4

RECOMMENDED MOTION

I move to approve Ordinance No. 8.20.4 on first reading and to schedule second reading on July 15, 2019, as part of the consent agenda.

ORDINANCE NO. __8.20.4__, Series of 2019

TITLE: A BILL FOR AN ORDINANCE REPEALING CHAPTER 4.11 OF THE PARKER MUNICIPAL CODE, ENTITLED IMPACT FEES, AND AMENDING CHAPTER 4.07 OF THE PARKER MUNICIPAL CODE, ENTITLED DEVELOPMENT EXCISE TAX, SUBJECT TO THE APPROVAL OF THE REGISTERED ELECTORS OF THE TOWN AT THE SPECIAL ELECTION ON NOVEMBER 5, 2019

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

Section 1. Chapter 4.11 of the Parker Municipal Code, entitled Impact Fees, is hereby repealed in its entirety.

Section 2. Subsections .010, .020, .030, .060 and .070 of Chapter 4.07, entitled Development Excise Tax, of the Parker Municipal Code is hereby amended as follows:

4.07.010 Purpose and intent.

(a) This Chapter is adopted pursuant to the approval of the registered electors of the Town of Parker at the general municipal election held November 2, 1999, at which the question of whether the Town should impose the development excise tax contained in this Chapter was submitted to the registered electors of the Town of Parker. **This Chapter is amended pursuant to the approval of the registered electors of the Town of Parker at the special election held November 5, 2019, at which the question of whether the Town should increase the development excise tax for new residential development contained in this Chapter was submitted to the registered electors of the Town of Parker.**

(b) The Town is experiencing rapid growth which increases the cost to the Town of providing facilities necessitated by such growth. The Town Council has determined, and a majority of the registered electors of the Town have agreed, that a tax upon new development which is causing said increased costs is a proper method of paying for such costs. The tax imposed by this Chapter bears a reasonable relationship to the need for additional improvements created by the development which will pay the tax.

(c) The purpose of the development excise tax is to impose an excise tax on new development within the Town of Parker as set forth in this Chapter. The intent of this Chapter is to impose a greater excise tax on new residential development than on new nonresidential development, because of the greater impact on the provision of Town services caused by new residential development.

(d) The development excise tax is not an *ad valorem* tax on real property.

(e) The development excise tax shall apply regardless of the value of the property developed.

4.07.020 Definitions.

Apartment building means a structure that contains three (3) or more dwelling units, excluding attached dwellings.

Attached dwelling means attached houses including duplexes, townhomes, patio homes and condominiums.

Building permit means an official document or certification which is issued by the Building Official and which authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving or repair of a building or structure and will require the issuance of a certificate of occupancy.

Certificate of occupancy means an official document or certification which is issued by the Building Official and which authorizes the occupancy, temporary or otherwise, of a building or structure.

Development and *developed property* mean the new construction of any structure on real property.

***Fire and emergency service provider* means the fire protection district organized under article 1 of title 32, C.R.S., or a fire authority established pursuant to Section 29-1-203.5, C.R.S., providing service to the Town of Parker.**

Nonresidential means any use other than residential use, such as, but not limited to, commercial or industrial.

Single-family dwelling means a detached house.

Usable space means the floor area within a building. The floor area shall be determined from the plans and specifications submitted to the Building Official as a part of the application for a building permit, and shall include storage, restrooms, hallways and similar spaces, as measured from the outside dimensions.

4.07.030 Residential development excise tax.

There is hereby levied and imposed on all residential development within the Town a residential development excise tax, in the following amount:

For each single-family dwelling:	**~~$3,500.00~~ $10,178**
For each attached dwelling:	**~~$2,700.00~~ $6,337**
For each dwelling unit within an apartment building:	**~~$2,400.00~~ $5,567**

* * *

4.07.060 Development excise tax fund.

(a) There is hereby established a development excise tax fund into which shall be deposited all revenue collected by the Town from payments of the development excise tax set forth in this Chapter.

(b) Revenue from the development excise tax fund may be expended for the following purposes only:

(1) Capital improvements for major streets necessary to meet the health, safety and welfare of the Town, which includes, but is not limited to, expansion of the Town's street network and capital equipment;

(2) Parks and recreation purposes necessary to meet the health, safety and welfare of the Town, which includes, but is not limited to, the expansion of regional parks and associated infrastructure and capital equipment;

(3) Expansion of administrative facilities;

(4) The provision of law enforcement services, including facilities;

(5) Cost accounting, management and government of the development excise tax fund; ~~**and**~~

(6) Payment of obligations issued for major street purposes, parks and recreational facilities, administrative facilities or law enforcement facilities; **and**

(7) Payment to the fire and emergency service provider for the provision of public safety services within the Town.

4.07.070 Annual tax adjustment.

In ~~**2000**~~ **2020** and every year thereafter, the tax described in this Chapter shall be recomputed by raising the tax in an amount equal to the percentage of change for the preceding year ~~**in the U.S. Bureau of Labor Statistics Consumer Price Index for the Denver-Boulder, All Items, All Consumers, or its successor index**~~ **in the Colorado Construction Cost Index set by the Colorado Department of Transportation or equivalent index reflecting annual changes in local construction costs**. The Town Council may waive an annual increase for any particular year or years. This adjustment shall not be considered a new tax or tax increase, but a method of accounting to ensure that the value of the revenue collected pursuant to this Chapter is maintained.

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 immediately upon the favorable majority vote of the registered electors of the Town of Parker at the special election to be held on November 5, 2019.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date: July 1, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.534 - First Reading**
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 5, 2019, Special Election to Raise Additional Revenue Through an Increase in the Excise Tax Imposed on New Residential Development

Department: **Town Attorney, Kristin Schledorn**
Second Reading: **July 15,2019**

EXECUTIVE SUMMARY

This ordinance submits to the electors a ballot question at the November 5, 2019, election of whether to raise the excise tax on new residential development only.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This ordinance submits to the Town's electors a question of whether to increase the excise tax on new residential development only. The increased rates would be as follows:

Single-family dwelling
Current rate: $4,987
Proposed increase: $5,191
TOTAL: $10,178

Attached dwelling
Current rate: $3,989
Proposed increase: $2,348
TOTAL: $6,337

Apartment dwelling
Current rate: $3,614
Proposed increase: $1,953
TOTAL: $5,567

The purpose of the excise tax would be to fund streets, parks and recreation, law enforcement and public safety services, and administrative facilities for the Town. Additionally, it would allow the amount of the tax to be increased according to the increase in the Colorado Construction Cost Index, which reflects annual changes in local construction costs. Currently it is adjusted based on the U.S. Bureau of Labor Statistics Consumer Price Index for Denver--Boulder, All Items, All Consumers.

No increase is proposed for nonresidential development.

FINANCIAL IMPACT

For purposes of the ballot question and the Blue Book analysis, the maximum amount of the increase is estimated to be $7.5 million in 2020.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 1.534

RECOMMENDED MOTION

I move to approve Ordinance No. 1.534 on first reading and to schedule second reading on July 15, 2019, as part of the consent agenda.

ORDINANCE NO. ___1.534___, Series of 2019

TITLE: A BILL FOR AN ORDINANCE SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 5, 2019, SPECIAL ELECTION TO RAISE ADDITIONAL REVENUE THROUGH AN INCREASE IN THE EXCISE TAX IMPOSED ON NEW RESIDENTIAL DEVELOPMENT

WHEREAS, the Town Council of the Town of Parker has determined that it is necessary to raise additional revenue to provide services to new residential development in the Town;

WHEREAS, the Town proposes to raise such revenue through an increase in the excise tax imposed on new residential development;

WHEREAS, the imposition of an excise tax requires voter approval pursuant to Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the Town wishes to obtain present voter approval for the future annual adjustment of the excise tax, such adjustment to be tied to the Colorado Construction Cost Index set by the Colorado Department of Transportation.

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

Section 1. The following ballot question shall be placed on the ballot of the November 5, 2019, special election of the Town of Parker for consideration by the registered electors:

Question 1.

SHALL THE TOWN OF PARKER TAXES BE INCREASED $7,500,000 IN 2020 AND ANNUALLY THEREAFTER BY SUCH AMOUNTS AS MAY BE COLLECTED BY AN INCREASE IN THE LEVY OF THE DEVELOPMENT EXCISE TAX ON NEW RESIDENTIAL CONSTRUCTION IN AN AMOUNT OF $5,191 FOR EACH NEW SINGLE-FAMILY DWELLING, $2,348 FOR EACH NEW ATTACHED DWELLING AND $1,953 FOR EACH NEW APARTMENT DWELLING; SUCH TAXES TO BE COLLECTED AT THE TIME A BUILDING PERMIT IS ISSUED FOR SUCH NEW RESIDENTIAL CONSTRUCTION;

AND SHALL THE PROCEEDS OF SUCH TAXES BE USED FOR STREETS, PARKS AND RECREATION, LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES, AND ADMINISTRATIVE FACILITIES FOR THE TOWN OF PARKER;

AND SHALL ANY PORTION OF THE PROCEEDS OF ALL DEVELOPMENT EXCISE TAXES BE USED FOR PUBLIC SAFETY SERVICES, AS PROVIDED IN TOWN OF PARKER ORDINANCE NO. 8.20.4.

AND SHALL THE DEVELOPMENT EXCISE TAX OF THE TOWN BE ADJUSTED ANNUALLY IN AN AMOUNT EQUAL TO THE PERCENTAGE CHANGE IN THE COLORADO CONSTRUCTION COST INDEX SET BY THE COLORADO DEPARTMENT OF TRANSPORTATION OR EQUIVALENT INDEX REFLECTING ANNUAL CHANGES IN LOCAL CONSTRUCTION COSTS;

AND SHALL THE PROCEEDS OF SUCH TAXES AND INVESTMENT INCOME THEREON CONSTITUTE VOTER-APPROVED REVENUE CHANGES AND BE COLLECTED AND SPENT BY THE TOWN WITHOUT REGARD TO ANY EXPENDITURE, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

Yes _____ No _____

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 _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date:	July 1, 2019
Submitted By:	Mary Lou Brown, Finance Director Rhonda Willey, Accounting Manager
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO. 1.523.3 - First Reading** **A Bill for an Ordinance to Adopt the 2019 Revised Budget for the Town of Parker and to Make Appropriations for the Same**

Department: **Finance, Mary Lou Brown**
Finance, Rhonda Willey
Second Reading: **July 15, 2019**

EXECUTIVE SUMMARY

The purpose of this budget revision is to amend the appropriated funds for 2019. The total budget amendment is a net increase of $42,330. This includes a net decrease in the Parks and Recreation fund of $492,670, and increase in the Cultural Fund of $6,300, an increase in the Recreation Fund of $3,700, and an increase in the Capital Improvements Fund of $525,000. Details for this supplemental can be found on Exhibit A on the ordinance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

General Fund - increase revenues and expenditures by $1,000 for the court division.

Parks and Recreation Fund - Increase expenditures by $7,330 and increase revenues by $500,000 for a net revision to decrease budget by $492,670. This is due to revisions of scopes of several projects including the High Plains Trail and the H2O'Brien pool renovation.

Cultural Fund - Increase expenditures by $6,300 due to custodial contract increase.

Recreation Fund - Increase expenditures by $3,700 due to custodial contract increase.

Capital Improvements Fund - Increase expenditures by $525,000 for power line

undergrounding. The revenue to offset this expenditure is already in the 2019 budget.

FINANCIAL IMPACT

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	$ 1,000	$ 1,000	$ -
Parks and Recreation Fund	7,330	500,000	(492,670)
Cultural Fund	6,300	-	6,300
Recreation Fund	3,700	-	3,700
Capital Improvement Fund	525,000	-	525,000
Total all funds	$ 543,330	$ 501,000	$ 42,330

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 1.523.3

RECOMMENDED MOTION

I move to approve Ordinance 1.523.3 on first reading and schedule a second reading and public hearing for Monday, July 15, 2019, as part of the consent agenda.

ORDINANCE NO. 1.523.3, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2019 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that Town Council may make additional appropriations by ordinance during the fiscal year for unanticipated expenditures; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget revisions are open for inspection by the public at the Town Hall.

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

Section 1. The 2019 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

Town of Parker **Exhibit A**

2019 Revised Budget Ordinance 1.523.3

1st Reading July 1, 2019

2nd Reading July 15, 2019

	Revision	2019 Revised Budget
General Fund		
Beginning fund balance (unaudited)		$ 21,031,496
Revenue		52,737,366
Revenue revision	1,000	1,000
Total revised revenue		52,738,366
Total available		73,769,862
Expenditures		58,200,794
Supplemental appropriation	1,000	
Total expenditure revision		1,000
Total revised expenditures		58,201,794
Ending fund balance		$ 15,568,068
Parks and Recreation Fund		
Beginning fund balance (unaudited)		$ 9,330,394
Revenue		11,514,160
Revenue revision	500,000	500,000
Total revised revenue		12,014,160
Total available		21,344,554
Expenditures		15,245,621
Supplemental appropriation	7,330	
Total expenditure revision		7,330
Total revised expenditures		15,252,951
Ending fund balance		$ 6,091,603

Town of Parker **Exhibit A**

2019 Revised Budget Ordinance 1.523.3

1st Reading July 1, 2019

2nd Reading July 15, 2019

	Revision	2019 Revised Budget
Cultural Fund		
Beginning fund balance (unaudited)		$ 1,542,978
Revenue		5,441,099
Revenue revision	-	-
Total revised revenue		5,441,099
Total available		6,984,077
Expenditures		6,806,428
Supplemental appropriation	6,300	
Total expenditure revisions		6,300
Total revised expenditures		6,812,728
Ending fund balance		$ 171,349
Recreation Fund		
Beginning fund balance (unaudited)		$ 2,264,093
Revenue		8,314,845
Revenue revision	-	-
Total revised revenue		8,314,845
Total available		10,578,938
Expenditures		9,407,631
Supplemental appropriation	3,700	
Total expenditure revisions		3,700
Total revised expenditures		9,411,331
Ending fund balance		$ 1,167,607

Town of Parker **Exhibit A**

2019 Revised Budget Ordinance 1.523.3

1st Reading July 1, 2019

2nd Reading July 15, 2019

	Revision	2019 Revised Budget
Public Improvements Fund		
Beginning fund balance (unaudited)		$ 21,460,922
Revenue		11,595,263
Revenue revision	-	-
Total revised revenue		11,595,263
Total available		33,056,185
Expenditures		15,729,075
Supplemental appropriation	525,000	
Total expenditure revisions		525,000
Total revised expenditures		16,254,075
Ending fund balance		$ 16,802,110

Town of Parker **Exhibit A**

Summary of Revisions to 2019 Budget Ordinance 1.523.3

1st reading 07/01/2019

2nd reading 07/15/2019

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	$ 1,000	$ 1,000	$ -
Parks and Recreation Fund	7,330	500,000	(492,670)
Cultural Fund	6,300	-	6,300
Recreation Fund	3,700	-	3,700
Capital Improvement Fund	525,000	-	525,000
Total all funds	$ 543,330	$ 501,000	$ 42,330

Town of Parker **Exhibit A**

Detail of Supplemental Revisions to 2019 Budget Ordinance 1.523.3

1st reading 07/01/2019

2nd reading 07/15/2019

Expenditures

General Fund

Professional services for court ordered classes	1,000
Total General Fund expenditure supplemental revision	**$1,000**

Parks & Recreation Fund

High Plains Trail - reduce budget	(1,000,000)
H2O Renovation Project	1,020,000
Trails Development budget reduction from carryover	(9,690)
Discovery Parker budget reduction from carryover	(2,980)
Total Parks & Recreation Fund expenditure supplemental revision	**$7,330**

Cultural Fund

Custodial Services contract increase	6,300
Total Cultural Fund expenditure supplemental revision	**$6,300**

Recreation Fund

Custodial Services contract increase	3,700
Total Recreation Fund expenditure supplemental revision	**$3,700**

Public Improvement Fund

Power line undergrounding - revenue already budgeted	525,000
Total Public Improvement Fund expenditure supplemental revision	**525,000**

Total expenditure supplemental revision	**$543,330**

Town of Parker **Exhibit A**

Detail of Supplemental Revisions to 2019 Budget Ordinance 1.523.3

1st reading 07/01/2019

2nd reading 07/15/2019

Revenues

General Fund

Revenue from defendants for court ordered classes	1,000
Total General Fund revenue supplemental revision	**$1,000**

Parks & Recreation Fund

Transfer from Recreation Fund for H2O Renovation	500,000
Total Parks & Recreation Fund revenue supplemental revision	**$500,000**

Total revenue supplemental revision	**$501,000**

PARKER
COLORADO

Request for Town Council Action

Date:	July 1, 2019
Submitted By:	Bryce Matthews, Planning Manager John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO. 9.292 - First Reading** **A Bill for an Ordinance to Approve the Delegation and Participation Agreement By and Between the Town of Parker and the City and County of Denver for the Metro Mortgage Assistance Plus Program**

Department: **Community Development, Bryce Matthews**

Second Reading: **July 15, 2019**

EXECUTIVE SUMMARY

In 2013, the City and County of Denver established the Metro Mortgage Assistance Plus Program (the Program) to assist home buyers with down payment assistance. The City and County of Denver made the Program available to all Denver Metro area communities. In 2013, the Town Council approved a Delegation and Participation Agreement to allow Parker to participate in the Program. It expired in November 2018.

The City and County of Denver has launched an updated program called metroDPA in partnership with the Metro Mayors' Caucus and is again making the down payment assistance program available to all Denver Metro area communities. In order to participate, the Town must approve a Delegation and Participation Agreement allowing the City and County of Denver to offer the program in Parker. There is no cost or liability for the Town to participate in the metroDPA Program.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Metro Mortgage Assistance Program was originally established by the City and County of Denver and Metro Mayors' Caucus in 1997 using Private Activity Bond capacity to issue Single

Family Mortgage Revenue Bonds. From 2013 to 2018, there were 32 home buyers who purchased homes in Parker using the Program. This represents a total of $347,694 in down payment assistance provided to Parker residents.

In 2019, the City and County of Denver and Metro Mayors' Caucus have renewed the Program as metroDPA to promote home ownership and reduce the cost of purchasing a home in the Denver Metro area. The metroDPA Program will provide down payment assistance to households that make up to 150 percent of the average median income (AMI) in the Denver Metro area.

The key elements of the metroDPA Program are:

- Covers down payment and closing costs up to 5 percent of total mortgage value;
- Assistance is structured as a 2nd mortgage with 0 percent interest that is forgivable after three (3) years;
- Program is available for home purchases only, not refinancing;
- There is no maximum purchase price; and
- Assistance in the form of a 2nd mortgage may be repaid on pro-rated basis if home is sold prior to making three (3) years of mortgage payments.

The metroDPA Program is available to all eligible home buyers subject to the following criteria:

- Maximum qualifying income of $134,850 (150 percent Denver AMI)
- Minimum 640 FICO credit score
- Home buyer must complete approved home buyer education

The Douglas County Housing Partnership supports the metroDPA Program as a tool to increase homeownership opportunities in Douglas County. The City of Lone Tree, Town of Castle Rock and City of Centennial have also recently renewed their participation in the Program.

The City and County of Denver has funded the metroDPA Program at $50 million and Parker will not incur any cost or liability to participate. To do so, the Town Council must approve the attached Delegation and Participation Agreement with Denver that will allow eligible home buyers to access the Program for the purchase of a home in Parker.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ENHANCE ECONOMIC VITALITY

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Ordinance No. 9.292

RECOMMENDED MOTION

I move to approve Ordinance No. 9.292 on first reading and to schedule second reading for July 15, 2019, as part of the consent agenda.

ORDINANCE NO. 9.292, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE DELEGATION AND PARTICIPATION AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE CITY AND COUNTY OF DENVER FOR THE METRO MORTGAGE ASSISTANCE PLUS PROGRAM

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 Delegation and Participation Agreement by and between the Town of Parker and the City and County of Denver, 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 _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____

James S. Maloney, Town Attorney

EXHIBIT 1

DELEGATION AND PARTICIPATION AGREEMENT

This DELEGATION AND PARTICIPATION AGREEMENT, dated as of _____ __, 2019 (this "Delegation and Participation Agreement"), is by and between TOWN OF PARKER, COLORADO, a Colorado home rule municipality (the "Town"), and the CITY AND COUNTY OF DENVER, COLORADO, a legally and regularly created, established, organized and existing home rule charter city and political subdivision under the Constitution and statutes of the State of Colorado ("Denver");

R E C I T A L S:

WHEREAS, the State of Colorado (the "State") Constitution Article XIV, Section 18(2)(a) provides that nothing in the Constitution shall prohibit any of the State's political subdivisions from cooperating with one another to provide any service lawfully authorized to each of the cooperating units; and

WHEREAS, Denver is authorized pursuant to its Home Rule Charter to promote the financing of mortgage loans for low- and moderate-income persons or families intended for use as the sole place of residence by the owners or intended occupants and to promote the public health, welfare, safety, convenience and prosperity of the people of Denver; and

WHEREAS, Denver sponsors the Metro Mortgage Assistance Plus Program to provide competitive mortgage loans which will be coupled with down payment and closing cost assistance in connection with financing mortgage loans for low- and moderate-income persons or families intended for use as the sole place of residence by the owners or intended occupants thereof (the "Program"); and

WHEREAS, Denver has invited the Town to participate in the Program; and

WHEREAS, the Town has the full legal authority to participate in the Program pursuant to the general powers granted to it in Title 29, Article 1, Section 203 of the Colorado Revised Statutes, as amended; Title 31, Article 15, Section 101 *et seq.*, Colorado Revised Statutes, as amended; and the Ordinance adopted by the Town Council authorizing the Town's participation in the Program, pursuant to this Delegation and Participation Agreement (collectively the "Act"); and

WHEREAS, the Town desires to delegate to Denver the authority of the Town to take action and exercise power under the Act on behalf of the Town with respect to the Program within the Town's unincorporated boundaries;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, the Town and Denver hereby agree as follows:

Section 1. The Town hereby delegates to Denver the authority of the Town to take action and exercise power under the Act on behalf of the Town with respect to the Program within the Town's boundaries.

Section 2. Denver hereby accepts the delegation of authority from the Town pursuant to Section 1 hereof and agrees to abide by each of the terms and conditions of this Delegation and Participation Agreement in connection with the use of such delegation. Denver agrees to make the Program available to the Town for the origination of home mortgages within the Town's unincorporated boundaries.

Section 3. In the event that the Program is discontinued by Denver, this Delegation and Participation Agreement, and all duties, obligations and rights of Denver and the Town hereunder, shall terminate. If the Program is terminated, the Town agrees to hold Denver harmless for any costs or any other liabilities incurred by the Town with respect to the adoption and approval of this Delegation and Participation Agreement or any other the Town actions related thereto.

Section 4. The Town's participation in the Program pursuant to this Delegation and Participation Agreement shall not be construed as creating or constituting a general obligation or multiple fiscal year direct or indirect indebtedness or other financial obligation whatsoever of the Town nor a mandatory payment obligation of the Town in any fiscal year during which this Delegation and Participation Agreement shall be in effect.

[Signatures on the following pages]

IN WITNESS WHEREOF, the Town and Denver have caused this Delegation and Participation Agreement to be executed and be effective as of _____ __, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

CITY AND COUNTY OF DENVER, COLORADO

By: _____
Chief Financial Officer

[Signature Page to Delegation and Participation Agreement]

PARKER
COLORADO

Request for Town Council Action

Date: July 1, 2019

Submitted By: Jim Tsurapas, Deputy Chief

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.535 - First Reading**
A Bill for an Ordinance to Approve the Memorandum of Understanding Among the Board of County Commissioners of the County of Douglas, the Douglas County Mental Health Initiative, Caring Communities of Colorado, LLC, the Town of Parker and the Douglas County Sheriff's Office Concerning a Community Response Team

Department: **Police, Jim Tsurapas**
Second Reading: **July 15, 2019**

EXECUTIVE SUMMARY

This ordinance approves a Memorandum of Understanding to establish a Community Response Team with the Douglas County Board of County Commissioners, the Douglas County Mental Health Initiative and Caring Communities of Colorado, LLC.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In early 2017, the Parker Police Department partnered with All Health Network to provide a mental health clinician who would work out of the Police Department, at no cost to the Town, to accompany officers responding to mental health calls for service. Unfortunately, All Health Network was unable to maintain a consistent clinician assigned to the Police Department. Therefore, the Police Department has been pursuing a new partnership through the Douglas County Community Response Team (CRT) with Douglas County and the Douglas County Mental Health Initiative.

The Mission of CRT – In response to several tragic mental health related incidents, the Douglas County Mental Health Initiative unites community partners to address unmet mental health needs, connect people to mental health services, and prevent those in need from falling through

the cracks of the mental health system.

The CRTs are unique co-responder partnerships supported by the Board of Douglas County Commissioners, law enforcement, fire/EMS, and mental health providers.

CRT co-responder teams will be available in all of Douglas County through the addition of law enforcement partners. An integrated mental health system with a no-fail, case management network is also being developed. Case management software to provide care coordination has also been added. In Parker, we will have a grant funded in-house clinician who will be paired with a patrol officer to respond to mental health calls within the Town limits.

What CRT does:
• Responds to and follows up on 911 and other call sources.
• Conducts on-scene evaluations sometimes resulting in mental health placements.
• Diverts people from emergency departments and jail.
• Directly connects people to appropriate mental health services.

The Town is interested in entering into a Memorandum of Understanding (MOU) with the Douglas County Board of County Commissioners, the Douglas County Mental Health Initiative and Caring Communities of Colorado, LLC, to ensure that a qualified clinician is available to accompany law enforcement in responding to mental health calls, in order to provide residents with the professional support they need in these situations.

Pursuant to the MOU, Parker will have one clinician and one case manager assigned by DCHMI to respond to calls with the CRT. Parker will assign one police officer and one police vehicle to serve for 40 hours per week on the CRT.

FINANCIAL IMPACT

The Town of Parker will not experience any financial impacts as the Douglas County Community Response Team program is receiving grant funds via the Colorado Office of Behavioral Health through the end of June 2020. The salaries for the clinician and case manager assigned to Parker Police Department, and employed by Caring Communities of Colorado, LLC, will be covered in full by the grant. Supervision and support for clinical staff, as well as administrative support, is also supported by the grant and by county staff.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 1.535

RECOMMENDED MOTION

I move to approve Ordinance No. 1.535 on first reading and to schedule second reading on July

15, 2019, as part of the consent agenda.

ORDINANCE NO. 1.535, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF UNDERSTANDING AMONG THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, THE DOUGLAS COUNTY MENTAL HEALTH INITIATIVE, CARING COMMUNITIES OF COLORADO, LLC, THE TOWN OF PARKER AND THE DOUGLAS COUNTY SHERIFF'S OFFICE CONCERNING A COMMUNITY RESPONSE TEAM

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 Memorandum of Understanding Among the Board of County Commissioners of the County of Douglas, the Douglas County Mental Health Initiative, Caring Communities of Colorado, LLC, the Town of Parker and the Douglas County Sheriff's Office Concerning a Community Response Team, 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 _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") sets forth the terms of agreement among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, a political subdivision of the State of Colorado ("County"), the DOUGLAS COUNTY MENTAL HEALTH INITIATIVE, a collaborative partnership of community based organizations founded by the County ("DCMHI"), CARING COMMUNITIES OF COLORADO, LLC, a limited liability company authorized to do business in Colorado ("Caring Communities of Colorado, LLC"), the TOWN OF PARKER, a Colorado home rule municipality ("Parker"), and the DOUGLAS COUNTY SHERIFF'S OFFICE, an elected office within DOUGLAS COUNTY GOVERNMENT ("Sheriff"), individually referred to as a "Party" and referred to herein as "Parties".

WHEREAS, the Parties have worked in collaboration with one another to develop alternative responses for citizens served by the Parties;

WHEREAS, the Parties seek to continue collaborative efforts through the DCMHI;

WHEREAS, the Parties desire to provide the residents of Parker with a Community Response Team ("CRT"), which helps people obtain appropriate crisis related mental health care and maintain care coordination and treatment as needed through community resources; and

WHEREAS, by separate Memorandum of Understanding, other entities, including the Town of Castle Rock, the City of Lone Tree and the South Metro Fire Rescue Authority, are also participating in DCMHI efforts including the CRTs.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

A. The Purpose of this Memorandum. The purpose of this MOU is to document the responsibilities among the Parties to assist those citizens and residents of Parker.

B. Parties' Responsibilities.

1. ALL PARTIES.

    a. All Parties agree that they shall work together collaboratively to provide services to the participants of the CRT.

    b. All Parties agree that confidentiality of the information provided by the participants in the CRT must be protected and that each Party shall protect client information, which is designated as sensitive, private or confidential, pursuant to any provision of applicable federal, state or local law or regulation.

c. All Parties agree to use a shared Release of Information that is compliant both with HIPAA and 42 CFR Part 2 for the protection of the community participant when appropriate.

2. DCMHI. DCMHI shall provide policy development and compilation over time including processing of any future amendments to this MOU. DCMHI shall also provide oversight and coordination of the following: general DCMHI structure, programming, and development; DCMHI strategies including CRTs and Navigator; communications and information sharing strategies including Julota for case management, care planning, and continuity of care purposes; and data gathering and reporting regarding function of DCMHI over time.

3. COUNTY. The County shall provide, through its Mental Health Initiative Coordinator and other staff, administrative support for mutually agreed upon policies and procedures as well as, data collection and evaluation pertaining to the CRT.

4. CARING COMMUNITIES OF COLORADO, LLC shall provide up to three, full time mental health clinicians and up to three full time clinical case managers (under the terms of the contract between the County and Caring Communities of Colorado, LLC) to serve as members of the CRT. Clinical staff shall attend monthly staff meetings with the County's Office of the County Attorney and Department of Human Services to discuss high risk clients. All clinical staff shall receive regular, ongoing clinical supervision from Caring Communities of Colorado, LLC .

5. PARKER. Due to grant funding received by DCMHI, and under the terms of a contract between DCMHI and the Colorado Department of Human Services Office of Behavioral Health, Parker shall have one clinician and one case manager assigned by DCMHI to respond to calls with the CRT. While the CRTs generally respond within their assigned jurisdiction, due to staffing of the CRTs throughout the County, CRTs may respond to calls in other participating jurisdictions. Parker shall provide one Police Officer to serve as a member of the CRT, for no less than 40 hours per week and provide one police vehicle for no less than 40 hours per week to be utilized by the CRT. The Parker Police Officer shall be designated as soon as possible during July, 2019, so that the CRT can be operational by August 1, 2019. Should there be a change in personnel, Parker shall designate a replacement Police Officer to be assigned to the CRT as soon as possible to minimize disruption to the operation of the CRT. The assigned Police Officer shall be invited to participate in emergency case staff meetings and monthly scheduled case staff meetings and shall participate when available (including by telephone if necessary).

6. SHERIFF. Sheriff shall provide one Deputy to serve as a member of the CRT, for no less than 40 hours per week and one law enforcement vehicle for no less than 40 hours per week to be utilized by the CRT.

C. Julota. Julota is a commercial software product that allows for information gathering and sharing. All Protected Health Information ("PHI") contained in Julota shall be input and accessed solely by County and Caring Communities of Colorado, LLC. Parker law enforcement staff involved in CRT may input and access non-PHI contained in Julota. For example, law enforcement generated or related information that does not contain a PHI component is accessible to Parker law enforcement staff participating in the CRT program. All participating entities with access to PHI in Julota shall execute legal and appropriate Business Associate Agreements in compliance with HIPAA and other laws related to confidentiality and privilege as necessary and appropriate. Except as specified herein, Parker shall not input, nor have access to, PHI in Julota and therefore shall not execute a Business Associate Agreement with Caring Communities of Colorado, LLC, at this time. The Parties agree to continue to negotiate the terms of a Business Associate Agreement or other information-sharing agreement related to the PHI entered into and accessed in Julota. The Parties also agree to develop communication strategies to allow the sharing of information necessary to protect the safety of law enforcement, clinical staff and the public, in accordance with HIPAA or other applicable federal, state or local law or regulation related to PHI. Access to information available through DCMHI and Julota shall be on a "Need to Know" basis and continued access to such information shall be based upon compliance with access to only those members of an entity actively involved and with a legitimate and legal "Need to Know" basis. The mental health clinicians and case managers assigned to CRT shall have access to, and be able to enter information into, Julota.

D. Term. This MOU shall take effect upon full execution by all Parties. The Parties agree that this MOU shall continue for one (1) year and shall be renewable by the Parties for additional one (1) year terms unless any Party provides notice of its intent not to renew within thirty (30) days prior to the expiration of the term. Any Party may withdraw from this MOU upon sixty (60) days' notice to the other Parties.

E. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the County, Sheriff, and Parker, and their appointed and elected officials, directors, agents and employees, are relying on and do not waive or intend to waive by any provisions of the MOU, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act §§ 24-10-101 to 120, C.R.S. as amended, or otherwise available to the County, Sheriff, and Parker.

F. Employee Relationship. It is understood and agreed by and among the Parties that each department, entity or agency's employees shall remain employees of that department, entity or agency at all times, and for all purposes, notwithstanding any employee's department, entity or agency's work with CRT, and it is not intended, nor shall it be construed, that any department, entity or agency's employees, or agent of such department,

entity or agency is an officer, employee, loaned employee or agent of the other department, entity or agency for purposes of unemployment compensation, workers' compensation, governmental immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, or for any other purpose whatsoever.

G. No Joint Venture. For the avoidance of doubt, the relationship of the Parties under this MOU is not one of legal partnership, joint venture or agency. This MOU is not a fiscal obligation for commitment for funds. The Parties intend this document to be a statement of cooperative intent, rather than legally binding.

[signature pages follow]

BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF DOUGLAS, COLORADO

By: _____

DOUGLAS J. DEBORD, County Manager

Date: _____

APPROVED AS TO LEGAL FORM:

_____

JOHN THIRKELL, Senior Assistant County Attorney

Date:_____

DOUGLAS COUNTY MENTAL HEALTH INITIATIVE

By:_____

BARBARA DRAKE, Deputy County Manager

Date: _____

CARING COMMUNITIES OF COLORADO, LLC

By: _____

Date: _____

TOWN OF PARKER

By: _____

MIKE WAID, Mayor

Date: _____

ATTEST:

_____

Carol Baumgartner, Town Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

_____

JAMES S. MALONEY, Town Attorney

Date:_____

DOUGLAS COUNTY SHERIFF

By: _____

Date: _____

APPROVED AS TO LEGAL FORM:

_____

County Attorney

Date:_____

PARKER
COLORADO

Request for Town Council Action

Date: July 1, 2019

Submitted By: Mary Lou Brown, Finance Director
Rhonda Willey, Accounting Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.533.1 - First Reading**
A Bill for an Ordinance Amending Ordinance No. 1.533, Series 2019, Finally Adopted and Approved on May 23, 2019, Relating to the Leasing of Certain Town Property and the Execution and Delivery By the Town of a Site Lease, a Lease Purchase Agreement and Other Financing Documents in Connection Therewith

Department: **Finance, Mary Lou Brown**
Finance, Rhonda Willey
Second Reading: **July 15, 2019**

EXECUTIVE SUMMARY

The ordinance originally approved by Council on May 23, 2019, has been revised to reflect a change in the amount of appropriations necessary for the debt refunding. Due to this change in appropriations, the General Fund cash balance can no longer support a contribution of $4 million toward the reduction of the principal amount on the new Certificates of Participation. As a result of the increased principal amount, the amount of the annual repayment cost and the total repayment cost are being revised.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The original ordinance approved by Council on May 23, 2019, included the impact of a $4 million reduction in the principal amount for the 2019 Certificates of Participation. Due to the misunderstanding of how the transfer of $3.5 million in reserves related to the 2009 Certificates of Participation was to be processed and the incorporation of that amount as a use of General Fund cash, the General Fund cash balance can no longer support the additional use of $4 million to reduce the principal.

As a result of this change, Section 2(c) of the original ordinance needs to be revised. Both the annual repayment cost and the total repayment cost have been increased to reflect the increased principal amount. Significant interest savings will still be engaged by the Town due to the reduced interest rate for the 2019 Certificates of Participation and the utilization of the $3.5 million from the reserves.

FINANCIAL IMPACT

Financial impacts of the debt refunding will not be final until the transaction closes. The interest rate savings to the Town will be significant due to the current interest rate environment and the $3.5 million from reserves utilized to pay down the principal.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 1.533.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.533.1 and to schedule second reading on July 15, 2019, as part of the consent agenda.

ORDINANCE NO. 1.533.1, Series of 2019

TITLE: A BILL FOR AN ORDINANCE AMENDING ORDINANCE NO. 1.533, SERIES 2019, FINALLY ADOPTED AND APPROVED ON MAY 23, 2019, RELATING TO THE LEASING OF CERTAIN TOWN PROPERTY AND THE EXECUTION AND DELIVERY BY THE TOWN OF A SITE LEASE, A LEASE PURCHASE AGREEMENT AND OTHER FINANCING DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the Town of Parker, Colorado (the "Town") is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of the Town (the "Charter"); and

WHEREAS, the members of the Town Council of the Town (the "Council") have been duly elected, chosen and qualified; and

WHEREAS, on May 23, 2019, the Council adopted Ordinance No. 1.533, Series of 2019 (the "Original Ordinance"), approving the execution and delivery of a Site Lease (the "Site Lease"), a Lease Purchase Agreement (the "Lease"), and other documents relating thereto in order to finance the cost of the Refunding Project (as defined in the Original Ordinance); and

WHEREAS, in order to finance the Refunding Project, a Trustee, as defined in the Original Ordinance, would execute and deliver certain Certificates of Participation (the "Certificates"), the proceeds of which would be utilized by the Trustee to prepay its obligation to lease certain leased property of the Town under the Site Lease; and

WHEREAS, the Original Ordinance provided for certain parameter pursuant to which the Certificated could be sold.

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

Section 1. Definitions. Unless otherwise defined herein, all terms used herein shall have the same meaning as in the Original Ordinance.

Section 2. Amendments. Subsection (c) to Section 4 – Supplemental Act Election; Parameters – is hereby amended as follows (strikethrough indicates language removed, double underline indicates additional language):

> Section 4. Supplemental Act Election; Parameters. The Council hereby elects to apply all of the provisions of the Supplemental Act to the Lease, the Site Lease and the Certificates, and in connection therewith delegates to the Mayor, any other member of the Council, the Town Administrator and the Finance Director the independent authority to make any determination delegable pursuant to Section 11-57-205(1)(a- i), Colorado Revised Statutes, in relation to the Lease and the Site Lease, and to execute a sale certificate (the "Sale Certificate") setting forth such

determinations, including without limitation, the term of the Site Lease, the rental amount to be paid by the Trustee pursuant to the Site Lease, the term of the Lease and the rental amount to be paid by the Town pursuant to the Lease, subject to the following parameters and restrictions:

(a) the Site Lease Term shall end no later than December 31, 2045;

(b) the Lease Term shall end no later than December 31, 2035;

(c) the maximum annual repayment cost of Base Rentals payable by the Town shall not exceed ~~$2,250,000~~ $2,670,000, and the total repayment cost shall not exceed ~~$35,890,000~~ $43,000,000;

(d) the total aggregate principal amount of the Base Rentals payable by the Town under the Lease with respect to the Certificates shall not exceed $32,755,000;

(e) the purchase price of the Certificates shall not be less than 98% of the aggregate principal amount;

(f) the maximum net effective interest rate on the interest component of the Base Rentals relating to the Certificates shall not exceed 4.50%; and

(g) the estimated present value savings shall be no less than $1,000,000 computed based upon the arbitrage yield for the Certificates to the date of delivery of the Certificates, assuming semi-annual compounding.

Pursuant to Section 11-57-205 of the Supplemental Act, the Council hereby delegates to each of the Mayor, the Town Administrator or the Finance Director the authority to acknowledge any contract for the purchase of the Certificates between the Trustee and the Purchaser, and to execute any agreement or agreements in connection therewith. In addition, each of the Mayor, the Town Administrator or the Finance Director is hereby independently authorized to determine if obtaining an insurance policy for the payment of all or a portion of the Certificates is in the best interests of the Town, and if so, to select an insurer to issue an insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment. Each of the Mayor, the Town Administrator or the Finance Director is also hereby authorized to determine if obtaining a reserve fund insurance policy for the Certificates is in the best interests of the Town, and if so, to select a surety provider to issue a reserve fund insurance policy and execute any related documents or agreements required by such commitment.

The Council hereby acknowledges and agrees that the proceeds of the Certificates will be used to finance the costs of the Refunding Project.

Section 3. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council, the officers of the Town and otherwise taken by the Town directed toward the Bonds or the amendment of the Original Ordinance, is hereby ratified,

approved and confirmed. Except as amended hereby, the provisions of the Original Ordinance are hereby ratified, approved and confirmed.

Section 4. Repealer. All bylaws, orders, resolutions and ordinances of the Town, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any other such bylaw, order, resolution or ordinance of the Town, or part thereof, heretofore repealed.

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. 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 7. This Ordinance shall become effective ten (10) days after final publication. A copy of this ordinance is available for inspection in the office of the Town Clerk.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

STATE OF COLORADO)
)
COUNTY OF DOUGLAS) SS. CERTIFICATE OF TOWN CLERK
)
TOWN OF PARKER)

I, the Town Clerk of the Town of Parker, Colorado (the "Town"), do hereby certify:

1. That the foregoing pages are a true and complete copy of the ordinance (the "Ordinance") introduced, passed and adopted by the Town Council (the "Council") at the meeting of the Council on July 8, 2019 and at the meeting of the Council on July 15, 2019.

2. The adoption of the Ordinance on first reading was duly moved and seconded and the Ordinance was adopted by an affirmative vote of a majority of the members of the Council at the meeting of the Council on July 8, 2019, as follows:

Name	"Yes"	"No"	Absent
Mike Waid, Mayor			
John Diak			
Debbie Lewis			
Cheryl Poage			
Joshua Rivero			
Jeff Toborg			
Renee Williams			

3. The adoption of the Ordinance on second reading was duly moved and seconded and the Ordinance was adopted by an affirmative vote of a majority of the members of the Council at the meeting of the Council on July 15, 2019, as follows:

Name	"Yes"	"No"	Absent
Mike Waid, Mayor			
John Diak			
Debbie Lewis			
Cheryl Poage			
Joshua Rivero			
Jeff Toborg			
Renee Williams			

4. A copy of the entire text of the Ordinance was available to the Council members at least four (4) days prior to the regular meeting at which the Ordinance was introduced.

5. The Ordinance was approved and authenticated by the signature of the Mayor, sealed with the Town seal, attested by the Clerk and recorded in the minutes of the Council.

6. Attached hereto as **Exhibit A** is the affidavit of publication in *The Douglas County News-Press* of the Ordinance which was published by title with a statement that the full text of the Ordinance is available for public inspection and acquisition in the office of the Town Clerk.

7. Notices of the meetings of July 8, 2019 and July 15, 2019, in the forms attached as **Exhibit B**, were posted as provided by law.

IN WITNESS WHEREOF, I have hereto set my hand and the seal of the Town this July 15, 2019.

_____
Carol Baumgartner, Town Clerk

(SEAL)

EXHIBIT A

(Attach Affidavit of Publication)

EXHIBIT B

(Attach Notices of July 8, 2019 Meeting and July 15, 2019 Meeting)

PARKER
COLORADO

Request for Town Council Action

Date: July 1, 2019

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.293 - First Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 5, 2019, Coordinated Election

Department: **Town Attorney, Jim Maloney**
Town Clerk, Carol Baumgartner

Second Reading: **July 15, 2019**

EXECUTIVE SUMMARY

The Town's special election will be conducted as a coordinated election with Douglas County. The Town and Douglas County are required to enter into an intergovernmental agreement to govern the conduct of the election, pursuant to C.R.S. § 1-7-116(2).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Under the "Uniform Election Code," the Town will coordinate its election with Douglas County. On March 8, 2019, the Town Council passed Resolution No. 19-018 in order to participate in the November 5, 2019, Douglas County coordinated election. Under the Uniform Election Code, the Town and Douglas County are required to enter into an intergovernmental agreement to conduct the election. Attached is the form of the 2019 intergovernmental agreement to be entered into between the Town and Douglas County.

FINANCIAL IMPACT

The cost to the Town to participate in the coordinated election is estimated by Douglas County to be $62,190.80.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Ordinance No. 9.293

RECOMMENDED MOTION

I move to approve Ordinance No. 9.293 on first reading and to schedule second reading for July 15, 2019, as part of the consent agenda.

ORDINANCE NO. 9.293, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE DOUGLAS COUNTY CLERK AND RECORDER AND THE TOWN OF PARKER REGARDING THE CONDUCT AND ADMINISTRATION OF THE NOVEMBER 5, 2019, COORDINATED ELECTION

WHEREAS, under Section 2.1 of the Town of Parker Home Rule Charter and Section 2.06.020 of the Parker Municipal Code, the Town has adopted the exclusive use of Title 1 of the Colorado Election Code for all Town elections that are conducted with Douglas County;

WHEREAS, the Town Council of the Town of Parker adopted Resolution No. 19-018, Series of 2019, stating the Town's intent to participate in the Douglas County Coordinated Election on November 5, 2019, and appointing the Town Clerk as the designated election official of the Town;

WHEREAS, the Town has sufficient funds available and appropriated in its approved budget to pay the Town's prorated election expenses for the coordinated election;

WHEREAS, the Town Council of the Town of Parker desires to enter into an intergovernmental agreement with the Douglas County Clerk and Recorder regarding the conduct and administration of the November 5, 2019, coordinated election; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the Intergovernmental Agreement between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 5, 2019, Coordinated Election.

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 5, 2019, Coordinated Election, which agreement shall be in substantially the same form as the agreement attached hereto as **Exhibit 1**. The Town Council further authorizes the Mayor of the Town to enter into the Intergovernmental Agreement on behalf of the Town in substantially the same form as attached hereto, following final approval by the Town Attorney.

Section 2. The Recitals of this Ordinance are incorporated herein by the reference.

Section 3. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to

the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT (IGA)

BETWEEN

DOUGLAS COUNTY CLERK AND RECORDER

AND

TOWN OF PARKER

Regarding the Conduct and Administration of the

NOVEMBER 5, 2019
COORDINATED ELECTION

Merlin Klotz
Douglas County Clerk and Recorder
125 Stephanie Place
Castle Rock, Colorado 80109
303-660-7444

THIS AGREEMENT is made by and between the Board of County Commissioners of the County of Douglas, State of Colorado, on behalf of the Douglas County Clerk and Recorder (hereinafter referred to as the "County") and the Town of Parker, Colorado (hereinafter referred to as the “Jurisdiction") collectively as the “Parties”; and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.), governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one political subdivision holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the Coordinated Election Official and, pursuant to section 1–5– 401, C.R.S. shall conduct the elections on behalf of all political subdivisions utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the General Election on November 6, 2018; and

WHEREAS, such agreements are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution, and sections 1-7-116 and 29-1-203, C.R.S.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree this election shall be conducted as a coordinated election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.) or any other Title of C.R.S. governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules (the “Code”). The election participants will execute agreements with Douglas County for this purpose and may include municipalities, school districts, and special districts within the Douglas County limits and the State of Colorado.

SECTION I.
PURPOSE AND GENERAL MATTERS

1.1 DEFINITIONS:

A. “**Coordinated Election Official**” (hereinafter “CEO”) means the County Clerk and Recorder who acts as the “coordinated election official”, as defined within the Code and Rules.

B. “**Contact Officer**” (hereinafter “Officer”) means the person who acts as the primary liaison or contact between the Jurisdiction and the CEO. The Officer shall be that person under the authority of the CEO who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.

C. “**Designated Election Official**" (hereinafter “DEO”), means the person identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction, as specified within the Code.

1.2 JOINT RESPONSIBILITIES

A. All parties shall familiarize themselves with all statutory and regulatory requirements impacting coordinated elections and TABOR notices (if applicable the Jurisdiction will sign Exhibit 1 "TABOR Notice Agreement" as part of this IGA) and shall adhere to all applicable provisions of the Code which are necessary or appropriate to the performance of the duties required.

B. Nothing herein shall be deemed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the election, including any of their respective responsibilities under the Fair Campaign Practices Act or any local ordinances concerning fair campaign practices.

1.3 JURISDICTIONAL

The Jurisdiction encompasses territory within Douglas County. This Agreement shall apply only to that portion of the Jurisdiction within Douglas County. Where the Jurisdiction is entirely contained within Douglas County, the Officer has jurisdiction in establishing ballot order and number. When the Jurisdiction is split among more than one county, the Officer will coordinate with other counties to agree upon ballot order and numbering.

SECTION II.
COUNTY/JURISDICTION RESPONSIBILITIES

The County and the Jurisdiction shall each perform their respective duties and/or functions within the context of this Agreement:

2.1 COUNTY RESPONSIBILITIES:

A. Assist the DEO on any matter related to the election to ensure the smooth and efficient operation of the election (such information shall not include legal advice) by designating an Officer with the specific duty of assisting with the election of the Jurisdiction and acting as the primary liaison between the County and Jurisdiction.

B. Provide an Address Library Report that defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor. The Address Library Report will include the address report from the SOS voter registration system, which defines street addresses within the jurisdiction. Provide the Jurisdiction with a District Boundary map, which identifies the boundaries within the Jurisdiction from records on file with the County Assessor office.

C. Provide an Annexations, Inclusions, and/or Exclusions form to the Jurisdiction.

D. County will verify errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.

E. Contract for the mail ballot packets (ballots, voter instructions, and return envelope) and remit payment directly to the vendor.

F. Provide ballot printing layouts compliant with the Code for proofreading and signature approval by the Jurisdiction prior to final ballot printing.

G. Mail the ballot packets as required by the Code.

H. Make available a certified list of the Jurisdiction's registered voters.

I. Secure and perform all associated tasks relating to election judges.

J. Coordinate, instruct, and oversee all functions of the Canvass Board to include a canvass of the votes and certification of the results providing the Jurisdiction with a copy of all election statements and certificates required under the Code.

K. Prepare and run the required Logic and Accuracy Test (process for verifying the accuracy of ballot counting equipment in accordance with the Code) to include providing blank ballots for the DEO to mark as the "test deck".

L. Provide daily pick-up of the ballot from 24-hour ballot boxes, sealed ballot container(s) containing voted ballots from all designated locations, and provide replacement sealed empty ballot container(s).

M. Publish and post the required legal notices pursuant to § 1-5-205(1), C.R.S. Notices shall be published for the Jurisdiction's ballot issues, ballot questions, and/or candidates.

N. Refer members of the public and press to the DEO regarding specific questions about candidates or ballot questions.

O. Provide the necessary electronic voting tabulation equipment, personnel properly trained in electronic tabulating equipment, programming of the vote tabulating equipment, and the facility to conduct the ballot tabulation.

P. Conduct and oversee the process of counting ballots and reporting the results.

Q. Provide a secure area for no more than two persons appointed by the Jurisdiction to observe each ballot processing step.

R. Conduct a recount of the ballots cast if required by law, requested by the Jurisdiction, or requested by an interested party as allowed by the Code.

S. Prepare and conduct the required Risk Limiting Audit before certifying election results.

T. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit to the County the total payment.

U. Store all election records as required by the Code.

2.2 JURISDICTION RESPONSIBILITIES:

A. Identify a DEO who shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.

B. Identify immediately to Officer if Jurisdiction is shared by any additional county. Procedures will be followed per SOS Rule 4.2 to determine controlling county in coordinated elections.

C. Provide a copy of the ordinance or resolution stating that the Jurisdiction has adopted the exclusive use of the Code for the conduct of the election and that the Jurisdiction will participate in the coordinated election in accordance with the terms and conditions of this Agreement.

D. Confirm it has sufficient funds available and appropriated in its approved budget to pay its prorated election expenses for the coordinated election.

E. Return the IGA with the signature page completed on or before the seventieth (70) day in order to enter into an intergovernmental agreement, per the Code.

F. Appoint at least one member, and no more than two members, to represent the Jurisdiction and to participate in the Logic and Accuracy Test (LAT) and Canvass Board. If there is not an appointed representative present for these activities,, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Officer.

G. Certify Jurisdictional boundaries, in writing on or before eightieth (80) day prior to the election. This may be accomplished through the DEO certifying the accuracy of the Address Library Report including any changes, additions, or deletions to be made to the street ranges or by certification of the District Boundary map with any discrepancies indicated.

H. Review all petition information and verify the information against the registration records, and, where applicable, the county assessor's records as per § 1-4-908, C.R.S. After review, the DEO shall notify the candidate of the number of valid signatures and whether the petition appears to be sufficient or insufficient. Upon determining that the petition is sufficient and after the time for protest has passed, the DEO shall certify the candidate to the ballot, and notify the Officer.

I. Write initiatives in plain, non-technical language, worded with simplicity and clarity in compliance with all statutory requirements as per § 1-40-105(1), C.R.S. Text shall be provided in plain text format. The Officer will not accept text that includes, but is not limited to, bold, italic, underline, bullets, numbering, tables, strikethrough or indentations.

J. . The DEO shall refer correspondence and calls relating to election outside of the DEO's expertise to the Officer for response.

K. Determine the ballot title and text. Certify, if applicable, the candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the Officer) in a plain text format, on or before the sixtieth (60) day, no later than 5:00 p.m. MST. The

ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates (order determined by lot drawing, or if applicable, city/town charter), ballot issues, and/or ballot questions shall be final and the Officer will not be responsible for making any changes after the certification, except those prescribed by statute. The Officer will not accept text that includes, but is not limited to, bold, italic, underline, bullets, numbering, tables, strikethrough or indentations. The use of all capital letters is reserved for TABOR issues only, per the Code.

L. Provide the phonetic pronunciation of each candidate's name to assist with the preparation of the audio ballot at the time ballot content is certified to the County. This information to be left in a voice message recording at (303) 663-6279 and include the candidate name, jurisdiction, and title of office.

M. Indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any untimely ballot content submitted may result in candidates, issues, or questions not being on the ballot for the coordinated election.

N. Proofread the layout and the text of the Jurisdiction's portion of the official ballots and TABOR notice (if applicable) and provide written confirmation (electronic format) of acceptance before the printing of the ballots. **Approval or requested changes must be received within two (2) hours of receiving the layout and text from the county.** This may require availability outside of normal business hours. Such acceptance is final, and no changes will be made after written notice (electronic format) is given to the Officer. Failure to respond by the deadline will be considered acceptance "as is". A penalty for delay or rework of the ballot or TABOR notice will result in an additional fee to the Jurisdiction for <u>all</u> associated costs with fixing or correcting Jurisdictional errors.

O. Prepare, hand-count, and deliver to the Officer, the required test deck for the Logic and Accuracy Test.

P. Perform the following tasks (as applicable) in elections where Jurisdictional property owners are eligible to vote:

    a. Request access to and utilize the online Special District Designated Election Official Voter Lookup tool provided by the Colorado Secretary of State to confirm voter registration and verify "property ownership" information. Contact the Officer for assistance gaining access to this tool.

    b. Provide the initial and supplemental certified list of eligible "property owners", as determined by the Jurisdiction, who:
        i. Own property within the Jurisdiction, appear on the State of Colorado list of registered voters and reside at an address that is not within the boundaries of Douglas County ("Out of County" property owners); or,
        ii. Own property within the Jurisdiction, appear on the Douglas County list of registered voters, reside at an address that may not match the property address as shown on the County Assessor's list, but is within the boundaries of Douglas County ("In County" property owners).

c. Coordinate directly with the Douglas County Assessor's Office(303-660-7450) or visit their website to obtain the list of all recorded owners of taxable real and personal property at https://apps.douglas.co.us/assessor/advanced-search/

d. Exclude non-person entities and persons not living in the state of Colorado; any individuals not registered to vote; any person who resides in the district, as they will already receive a mail ballot.

e. Submit the lists as an electronic copy using Microsoft Excel format. The spreadsheet shall contain no more than one (1) eligible elector's name per line. Each line shall consist of the following separated fields: eligible elector's county identification number (i.e.: Douglas County Identifier is 18), last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and voter identification number.

Q. Publish and post any required legal notices for the Jurisdiction's ballot content, other than the notice required by § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the Douglas County Recording Department for its records.

R. Provide standby support on Election Day via telephone from 7:00 am until the polls have closed. Designated contact person for Jurisdiction must be provided upon execution of this Agreement. Emergency contact information must also be provided for this purpose.

S. Notify the Officer within 24 hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction shall reimburse the County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost will be pro-rated among the participating Jurisdictions as per § 1-10.5-101, C.R.S. Refer to SOS Rule 10.9.5 for districts in more than one County.

T. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit total payment to the County.

U. Pay any additional or unique election costs resulting from Jurisdiction delays, mistakes, recounts, and/or special preparations or cancellations relating to the Jurisdiction's participation in the coordinated election. Charges are $1.00 per registered voter, with a minimum charge of $1,000, not including publication cost, excess linear ballot column inches cost, and TABOR Notice costs with a minimum charge of $500 (if applicable).

Illustrative Estimated Cost Table:

Current Registration Total (Active & Inactive)	% of Total Participants Registration	TABOR registered Voters	TABOR % of total Registration	Current Registration Total X $1.00	**OR** $1k minimum, whichever is greater	**AND** $2k ea. add. column inch over 4	TABOR Notice Cost x % registration or $500 minimum	Public Notice Divided equally by participating entities	Requested Report Fees ($25/report)	Estimated Minimum Cost
43,000	17.38%	21,000	46.5%	$64,500	$0.00	$6,000	$13,953.49	$15.00	$50.00	$ 84,518.49
98,000	39.62%	45,000	99.67%	$147,000	$0.00	$2,000	$29,900.33	$15.00	$50.00	$178,965.33
7,500	3.03%	0	0.00	$11,250	$0.00	$0	$0.00	$15.00	$25.00	$ 11,290.00
300	0.12%	150	0.33%	$450	$1,000	$0	$500.00	$15.00	$25.00	$ 1,990.00

For illustrative estimate cost only:
TABOR Notice Cost: $30,000
Public Notice Cost: $60

SECTION III. CANCELLATION OF ELECTIONS

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event that the Jurisdiction resolves not to hold the election, notice of shall be provided to the Officer immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the Officer relating to the election incurred both before and after the Officer's receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the Officer, the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue Notice (TABOR Notice).

SECTION IV.
MISCELLANEOUS

4.01 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; 3) or by email to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County:	Merlin Klotz Douglas County Clerk and Recorder Elections Department 125 Stephanie Place Castle Rock, Colorado 80104 Fax: 720-733-6977 Email: Elections@Douglas.co.us
To Jurisdiction: (Enter Contact and address information)	Town of Parker Attn: Carol Baumgartner, Town Clerk 20120 E. Mainstreet Parker, Colorado 80138 Fax: 303-840-9792 Email: cbaumgartner@parkeronline.org

4.02 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the coordinated election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

4.03 AMENDMENT.

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.04 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.05 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT.
In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this Agreement.

4.06 TIME OF ESSENCE.
Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH.
The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.
The Parties hereto understand and agree that they, their commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.09 NO THIRD-PARTY BENEFICIARIES.
The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

(remainder of page intentionally blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the latest date noted below.

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO
(Board signature required only if coordination cost will exceed $25,000)

COORDINATED ELECTION OFFICIAL:

By _____
Board of County Commissioners Chairperson

By _____
Clerk and Recorder

Date _____

Date _____

Attest _____
Deputy Clerk to the Board

APPROVED AS TO FISCAL CONTENT:

_____
Director of Finance

APPROVED AS TO LEGAL FORM:

_____
County Attorney

Jurisdiction Signatures: TOWN OF PARKER

By: _____
Title: Mike Waid, Mayor
Date: _____

By: _____
Title: James S. Maloney, Town Attorney
Date: _____

Attest _____
Title: Carol Baumgartner, Town Clerk

Address Library Report Verification Form

JURISDICTION NAME: _____

The address ranges identified on the attached Address Library Report represent all the current addresses within your Jurisdiction according to our Voter Registration System address report. *The Douglas County Elections Office only maintains residential addresses – not business or commercial addresses.* We are sending you this report to confirm that the address ranges are complete and accurate. These addresses will be used to identify eligible electors within the Jurisdiction. It is the Jurisdiction's responsibility to know all current addresses within its boundaries.

Please verify that the attached report includes all residential addresses within your Jurisdiction. If there is an error, please note it on the table below. If there are no errors, omissions, and/or corrections, it is still essential to sign, date, and return this form to the Douglas County Elections Office. Thank you!

Street Name	Dir.	Street Type	Low/High Range	Odd/ Even	Zip Code	Notes
Example **Main**	**E**	**St.**	**101/603**	**E**	**80104**	

I _____, _____, have reviewed the attached Address Library
(Printed Name) (Title)

Report provided by the Douglas County Elections Office and certify it to be a true and accurate description of the address ranges defining the boundaries of the _____
Jurisdiction Name
except for any errors, omissions, and/or exceptions noted.

_____ _____
Signature Date

Annexations, Inclusions and/or Exclusions

JURISDICTION NAME: _____

To ensure our office has the most current information, please complete the appropriate section below which pertains to annexations, inclusions, and/or exclusions for your Jurisdiction.

1. The following annexations, inclusions and/or exclusions were approved by the Jurisdiction since January 1 of the current year and have attached all supporting documents for such. By signing below, I acknowledge and certify that the information is true and accurate.

   _____ _____
   Signature Date

2. I acknowledge and certify there have been no annexations, inclusions, and/or exclusions to the Jurisdiction since January 1 of the current year.

   _____ _____
   Signature Date

Elections Office Use Only:

Date Received:_____Contact Officer:_____

Date Forwarded to Mapping Specialist:_____ To:_____

District Boundary Map
Annexations, Inclusions and/or Exclusions
(in lieu of Street Address Library Verification)

JURISDICTION NAME: _____

To ensure our office has the most current information and to provide the most accurate voter registration lists, please complete the appropriate section below.

1. The following annexations, inclusions and/or exclusions were approved by the Jurisdiction since January 1 of the current year and all supporting documents are attached.
   By signing below, I acknowledge and certify that the information is true and accurate.

   _____ _____
   Signature Date

2. I acknowledge and certify there have been no annexations, inclusions, and or exclusions to the Jurisdiction since January 1 of the current year.

   _____ _____
   Signature Date

Elections Office Use Only:

Date Received:_____Contact Officer:_____

Date Forwarded to Mapping Specialist:_____ To:_____

Exhibit 1

DOUGLAS COUNTY TABOR NOTICE AGREEMENT

The Ballot Issue Notice (TABOR Notice) is the publication required by the Colorado State Constitution Article X, Section 20 for ballot issues and/or ballot questions that calls for increases in the tax rate or government debt. It is required we produce a mailed notice (TABOR Notice) concerning certain ballot issues and/or ballot questions that will be submitted to the electors of the County and the Jurisdiction.

THE COUNTY SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO THE TABOR NOTICE:

A. Determine the least cost method for mailing the TABOR Notice and determine the portion of such cost to be applied to the Jurisdiction.

B. Determine Ballot Question number.

C. Place the ballot issue notices received from the various Jurisdictions participating in the election in the proper order in the TABOR Notice.

D. Mail a TABOR Notice to each address of any registered electors as required by law.

E. Refer calls concerning the substance of the ballot issues and ballot questions or the operations of the Jurisdiction to person designated by the Jurisdiction.

THE JURISDICTION SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO THE TABOR NOTICE:

A. Perform such acts as may be required by law, including circulation, approval, review, and all other activities, relating to any petition that may concern the Jurisdiction. The DEO shall interact with any Jurisdiction petition representatives, including but not limited to, working to ensure that the Officer receives the summary of written comments within the time required by law.

B. Determine the ballot title and text within restrictions described by the County in the IGA.

C. Include, within its TABOR Notice, ballot titles in this format: "NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN PETITION/ON A REFERRED MEASURE."

D. Prepare the text of the TABOR Notice. The TABOR Notice shall include any Jurisdiction voter approved additions, and:

   a. The election date, hours and local Jurisdiction contact name, office address and telephone number.
   b. Ballot Title, Ballot text and written comments.
   c. Fiscal information to be included in the TABOR Notice

E. Accept and summarize the filed comments in favor of and in opposition to the ballot issue/questions, received from the eligible electors of the Jurisdiction and the public as necessary for use in the TABOR Notice.

F. Provide the certified content of the Jurisdiction's completed TABOR Notice to the Contact Officer as a plain text file via email.

G. Proofread the layout and the text of the Jurisdiction’s portion of the official TABOR notice and provide written notice (electronic format) of acceptance before the printing of the ballots. Approval or requested changes must be received within two (2) hours after the Officer has emailed the draft. This may require availability outside of normal

business hours, and no changes will be made after acceptance is given to the Officer. If the deadline is not met, the Officer will consider the proof final "as is".. A penalty for delay or rework of the ballot or TABOR notice will result in an additional fee to the Jurisdiction for all associated correction costs. This submission may not be changed by the Jurisdiction without written approval from the Officer and shall be requested no later than the 42nd day before the election.

H. Mail TABOR Notices to addresses of any eligible electors or property owners, as applicable.

I. Resolve, at the Jurisdiction's expense, any and all challenges pertaining to TABOR Notices certified to the County.

	Jurisdiction		**County**
By	_____	By	_____
Date	_____	Date	_____

TABOR NOTICE CERTIFICATION CONFIRMATION

Douglas County, Colorado

The TABOR Notice included with this form reflects the ballot issues/questions for the Jurisdiction you represent. Please review this information and identify any necessary corrections. We cannot begin printing the official TABOR Notice until we receive this completed form. **Approval or requested changes must be received by our office within two (2) hours after the County has emailed the proof.** This may require availability outside of normal business hours. Complete and return this for via email to the Contact Officer.

Approved_____

Approved with changes noted_____

Jurisdiction Name_____

DEO Name _____

DEO Signature_____

Date:_____ Time:_____

Contact and Participant Information List

COORDINATED ELECTION – NOVEMBER 5, 2019

Designated Election Official: _____
(Jurisdiction Name)

_____
(DEO Name)

_____
(Mailing Address)

_____
(City, State, Zip)

_____
(Email Address)

Phone:_____Fax:_____

Represented by: _____
(Attorney/Law Firm)

_____
(Mailing Address)

_____
(City, State, Zip)

_____
(Email Address)

Phone:_____Fax:_____

Per the Intergovernmental Agreement please indicate the Jurisdiction representative(s) that will participate in the following:

1. Election Day Telephone Support for Inquiries (7:00 am – 7:00 pm)

Name:_____Phone:_____

Email Address: _____

2. Logic and Accuracy Test

Name:_____Phone:_____

Email Address: _____

Logic and Accuracy Test – Alternate Date

Name:_____Phone:_____

Email Address: _____

3. Canvass Board Meeting

Name:_____Phone:_____

Email Address: _____

Canvass Board Meeting – Alternate Date

Name:_____Phone:_____

Email Address: _____

4. Ballot Counting Observation (Maximum of two observers per Jurisdiction)

Name:_____Phone:_____

Email Address: _____

Name:_____Phone:_____

Email Address: _____

Contact and Participant Information List

COORDINATED ELECTION – NOVEMBER 5, 2019

Coordinated Election Official: Merlin Klotz, Clerk and Recorder
(Name)

301 Wilcox Street, PO Box 1360
(Mailing Address)

Castle Rock, CO 80104
(City, State, Zip)

mklotz@douglas.co.us
(Email Address)

Phone: 303-663-7364 Fax: 720-733-6977

Contact Officer: Tyler Dean, Elections Operations Manager
(Attorney/Law Firm)

125 Stephanie Place
(Mailing Address)

Castle Rock, CO 80109
(City, State, Zip)

tdean@douglas.co.us
(Email Address)

Phone: (303) 663-7651 Fax: (720) 733-6977

	Office Phone	Cell Phone	Email
Merlin Klotz, C&R	(303) 660-7364	(303) 521-5177	mklotz@douglas.co.us
Elaine Meyer, Elections Deputy	(303) 663-7663	(303) 519-1797 or (720)298- 9018	emeyer@douglas.co.us
Tyler Dean, Elections Operations Manager	(303) 303-7651	(574) 229-5840	tdean@douglas.co.us
Christopher Pratt, Sr. Asst. County Attorney	(303) 660-7338	-	cpratt@douglas.co.us

DOUGLASVOTES.COM

Douglas County
Important 2019 Coordinated Election Dates

Coordinated Election – Tuesday, November 5

Event	*Date*
Last day to take formal action to participate in the 2019 Coordinated Election and notify County Clerk in writing (-100 days)	**July 26**
Last day for DEO to provide a legal description, signed District Boundary Map and Address Library Report, identifying all street ranges for street addresses within the district or proposed district (-90 days)	**August 7**
Last day to return signed IGA to Elections Contact Officer (-70)	**August 27**
Last day for coordinating entities to certifies ballot content to Elections Office Contact Officer (-60)	**September 7**
Uniformed and Overseas Citizens ballots mailed (-45)	**September 21**
TABOR Notice Langue and summarized pro/con & fiscal impact statement due to Elections Office Contact Officer (-43)	**September 23**
Public Logic & Accuracy Test	**September 25, 9 a.m. – 12 p.m.**
Public Logic & Accuracy Test – Alternate Date	**September 26, 9 a.m. – 12 p.m.**
Ballots mailed to voters (-22)	**October 15**
Ballot Drop Off boxes open (-22)	**October 15 - November 6** **All boxes close November 6 at 7 p.m.**
Last day voter can request our office mail a ballot (-8)	**October 28**
Voter Service and Polling Centers open (-8)	**October 28 – November 4, Mon - Fri, 8 a.m. - 5 p.m.** **Sat, November 2, 9 a.m. - 1 p.m.** **Tues, November 5, 7 a.m. – 7 p.m.**
Election Day	**November 5, 7 a.m. – 7 p.m.**

Risk Limiting Audit (+11)	**November 21 & 22, Time 9 a.m. - 5 p.m.**
Canvass Board meeting and Final Certification of Election	**November 19, 9 a.m. – noon**
Alternate Canvass Board meeting and Final Certification of Election	**November 20, 9 a.m. – noon**
Final Certification of Election deadline	**November 29**

Intergovernmental Agreement (IGA) & Special District Election Deadline Checklist

☐ **100 days prior**

- Provide in writing, to the Clerk and Recorder notice of intent to coordinate C.R.S. § 1-7-116(1), (2) & (5)

☐ **90 days prior**

- Receive and Review IGA & Address Library Report and District Boundary Map

☐ **70 days prior**

- Complete the IGA and the following items:
  - Contact & Participant Information List
  - Address Library Report or District Boundary Map
  - Acknowledgement and Certification of Annexations, Inclusions, and/or Exclusions Form to the Jurisdiction with all supporting documents OR acknowledge and certify that they are no such annexations, inclusions, and/or exclusions.
  - TABOR IGA (if applicable)
  - Submit to Contact Officer a copy of the Ordinance and/or Resolution to participate in Coordinated Election
  - Return all original pages of, completed and signed documents b via USPS mail, copies via FAX (303-733-6977) or EMAIL (Elections@douglas.co.us)
- For PROPOSED DISTRICTS:
  - Provide certified legal description, map, and street listing (including street ranges) prior to and no later than the **70th day before the election**

☐ Review all statutory and regulatory requirements impacting the Jurisdiction

☐ Notify Contact Officer if Jurisdiction is shared by other counties (Refer to Secretary of State (SOS) Rule 6.2)

☐ **60 days prior**

- Certify candidates, ballot issues or ballot questions to Contact Officer by C.R.S 1-5-203(3), in electronic formats
- Acceptable electronic formats include:
  - Plain text (or word) files: (.txt, .doc, .docx) with no formatting
  - NO bold, italic, underline, bullets, numbering, tables, strikethrough or indentations, etc.
  - Instructional text accepted include: Vote for no more than two, Vote for one, Vote Yes or No. Please Note: You may include term length (ex: Four-year term)
  - Provide phonetic pronunciation of candidate name(s):
  - Call 303-663-6279 and leave a message with the candidate name, Jurisdiction and title of office

For special district elections where property owners are eligible electors:

- Request property owner list from Assessor's office (if applicable - see page 3 for more information) and verify eligible electors
- Request a supplemental list no later than 60 days prior to Election Day and provide the Contact Officer with any additional eligible electors from the Douglas

County Assessor. Contact the Assessor's Office at (303)-660-7450 for more information
- Lists of more than 10,000 entries must be manually compiled and charges may be associated

☐ Proofread ballot layout and text for Jurisdiction's portion of the official ballot
- Forward to the Contact Officer a written and signed letter of acknowledgement (sample attached) via email within two (2) hours. After hours availability may be needed to ensure timely response

☐ Logic and Accuracy Test (LAT)
- Refer to Important Election Dates for date/time/location
- Pick up test deck of ballots (day before LAT) and follow marking instructions provided

☐ **50 days prior– For special district elections where property owners are eligible electors:**
- DEO shall request a supplemental list and provide the Contact Officer with any additional valid and qualified voters not present in the initial list. Provide the list in the following format:
  - Excel format only
  - One eligible elector's name per line. Each line shall consist of the following separated fields: eligible elector's county identification number (i.e.: Douglas County Identifier is 18), last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available
  - Only REGISTERED voters in State of Colorado, residing outside of jurisdiction
  - Refer to Section 2.02(X) of IGA
- Contact the Douglas County Assessor's Office at (303)-660-7450 for more information

☐ **45 days prior**
- Last day for DEO to receive Pro/Con Statements for TABOR issues; **Note: Refer to *Sample TABOR Notice for Coordinating Jurisdiction* for layout**

☐ **43 days prior**
- Last day for DEO to deliver full text of any required ballot issues or ballot questions and all summarized pro/con statements to the county clerk

Receive and proof TABOR layout and text for Jurisdiction's portion of the TABOR Notice and submit TABOR Notice Acceptance Form within two (2) hours of receipt. After hours availability may be needed to ensure timely response
- Last statutory date to submit the valid and qualified property owner list to the CEO (see page 3 for information on eligible electors) if applicable

☐ **Election Day**
- Provide telephone support for Jurisdiction 7:00 a.m. - 7:00 p.m.
- Must be available throughout the day if needed by Contact Officer

☐ **Post-Election Day Activities**
- Notify Contact Officer within 24 hours of completion of final ballot tabulation if a recount is required
- Attend Canvass Board meeting

- Refer to the *Important Election Dates* for date/time/location
- Remit payment within 30 days of receipt of billing invoice

Who is eligible to vote in a special district election?
An eligible elector is a person who, at the designated time or event, is registered to vote in Colorado, and who is:

- A resident of the special district or the area to be included in the special district for not less than thirty days; or

- Who, or whose spouse, owns taxable real or personal property situated within the boundaries of the special district or the area to be included in the special district, whether said person resides within the district or not.

- A person who is obligated to pay taxes under a contract to purchase taxable property situated within the boundaries of the special district or the area to be included within the special district shall be considered an owner.

- For all elections and petitions that require ownership of real property or land, a mobile home or a manufactured home shall be deemed sufficient to qualify as ownership of real property or land for the purposes of voting rights and petitions.

Note: a partnership, corporation or trust is not a "person" and therefore a person owning property through such a legal entity is not eligible to vote.

C.R.S. § 32-1-103(5)

Note: SB 18-025 created changes to the qualified electors for Urban Drainage and Flood Control District. Effective 03/17/2018

Election Date:11/5/2019

Douglas County Cost and Fees for Election Coordination	
Per active and inactive voters in jurisdiction	$1.00/voter (minimum chard of $1,000)
Additional Ballot Question/TABOR Language text Pers in creat than 5 column inches in length of all issues combined, excluding title	Coordinated odd year $2,00/inch
	Gubernatorial even year $3,000/inch
	Presidential year $4,000
TABOR notice (Jurisdiction's voter registration %/# of total TABOR voters	Minimum Charge, $500
Public Notice (Total Cost/# of coordinating jurisdictions	Varies
Cancelation of Jurisdiction Election (All cost incurred before and after cancelation - IGA 3.01)	Full Actual Costs
Failure to comply with IGA	Full Actual Costs
Delays/rework of ballot (Due to jurisdiction error -IGA 2.02 N)	Full Actual Costs

2019 Coordinated Election Cost Estimates

Jurisdiction Name	Current Registration Total (Active & Inactive as of 06/06/2109)	% of combined Registration	TABOR to Registered Voters (as of 06/05/2019)	% of TABOR Registration	Reg. x	OR $1,000 minimum, whichever is greater	AND $2000 each additional column inch over 5 inches	Tabor Notice Cost x % of registration or $500 minimum	Public Notice Divided equally by participating jurisdictions	Errors and Omissions Charges	Recount Charges	Total Amount Due
Town of Parker	38,508	15.29%	21,209	72.24%	$38,508.	$0.00	$2,000.00	$21,672.80	$10.00	$0.00	$0.00	$62,190.80
City of Littleton	514	0.20%	318	1.08%	$514.	$1,000.00	$2,000.00	$500.00	$10.00	$0.00	$0.00	$4,024.00
City of Castle Pines	8,298	3.29%	0	0.00%	$8,298.	$0.00	$0.00	$0.00	$10.00	$0.00	$0.00	$8,308.00
West Metro Fire Protection Dist.	7,173	2.85%	3,838	13.07%	$7,173.	$0.00	$2,000.00	$3,921.93	$10.00	$0.00	$0.00	$13,104.93
South Suburban Park & Recreation Dist.	17,673	7.02%	3,993	13.60%	$17,673.	$0.00	$2,000.00	$4,080.32	$10.00	$0.00	$0.00	$23,763.32
DCSD	251,842	100.00%	0	0.00%	$251,842.	$0.00	$0.00	$0.00	$10.00	$0.00	$0.00	$251,852.00
Total	324,008	n/a	29,358	100.00%	$285,500.	$1,000.00	$8,000.00	$8,502.25	$60.00	$0.00	$0.00	
												$301,052.25

*Note: State charge is capped at $0.80/voter

State of Colorado - Active only		n/a			$0.00		N/A	$0.00	N/A			$0.00

* Per CRS $0.80 per active registered Voter

Total Reimbursement from Coordination and State of Colorado	$301,052.25
County Subsidized portion of Election Cost	$648,947.75
Total Estimated Cost of Election	$950,000.00 100%
	$0.00

Total Active and Inactive Voters (AS of 06/05/2019)	251,842
Total Active TABOR voters	29,358.00
Public Notice Billing (estimate only)	$60.00
TABOR Billing (estimate only	$25,000.00
TABOR Postage (estimate only)	$5,000.00
Total TABOR Charges	$30,000.00

2019 Election Calendar

January, 2019		
4 -January (Friday)	Last day for county clerk and recorder to generate a list of electors within the county who submitted more than one ballot for the election. (Not later than 60 days after a state election)	1-2-305 1-1-106(5)
	General Assembly Convenes.	H.J.R. 18-1021
10 -January (Thursday)	Last day for state office holders/appointees to file personal financial disclosures, or update form.	24-6-202(4) 1-1-106(5)
February, 2019		
4 -February (Monday)	Deadline for the county clerk and recorder to provide the county chairpersons of the major political parties with a list of records cancelled under the NVRA. (No later than 90 days after the general election)	1-2-605(8)
March, 2019		
1 - March (Friday)	Deadline for the Secretary of State to distribute a free list of who voted in the 2018 general election to each major and minor political party (No later than March 1 following the general election)	1-2-305(4)
	Deadline for county clerk and recorder to send the county's precinct files or maps to the Secretary of State. (No later than March 1)	Rule 2.20
April, 2019		
5 -April (Friday)	Last day to submit a draft to the Secretary of State of a 2019 proposed initiative to be heard by the Title Board if the initiative is to be voted on in November. (By 3:00pm, 12 days before the last Title Board Hearing)	1-40-106(1)
17-April (Wednesday)	Last Title Board Hearing for measures that will appear on the 2019 Coordinated Election ballot. (No later than third Wednesday in April)	1-40-106(1)
May, 2019		
3 -May (Friday)	The General Assembly must adjourn no later than this date. (Regular sessions must not exceed 120 calendar days)	Art. V, Sect. 7 H.J.R. 18-1021
31-May (Friday)	Last day for the Secretary of State to notify county clerks of qualified political organizations' loss of qualified status. (No later than June 1 of each odd-numbered year)	Rule 3.7 1-1-106(5)
June, 2019		
July, 2019		
8-July (Monday)	Last day for county clerk to designate drop-off locations and Voter Service and Polling Centers for the **November 5th Coordinated Election**. Before designation, clerks must also complete an accessibility survey for all locations. (No later than 120 days before the coordinated election)	Rule 7.10
	Last day for county clerk to submit an election plan to the Secretary of State for the **November 5th Coordinated Election**. (No later than 120 days before the coordinated election)	1-7.5-105(1) Rule 7.1.1
26 -July (Friday)	If a political subdivision has taken formal action to participate in the Coordinated Election, it must notify the county clerk in writing. (100 days before the election, if the governing body has taken formal action)	1-7-116(5) 1-1-106(5)
	Last day for a local government who wants to conduct a ranked voting election in a Coordinated Election to give the county clerk notice. (No later than 100 days before election)	Rule 26.3
	Last day for the Secretary of State to prepare an election notice for the Coordinated Election to be used in conjunction with a federal write-in absentee ballot. (At least 100 days before a regularly scheduled election)	1-8.3-116 1-1-106(5)
August, 2019		
5-August (Monday)	Last day to file an initiative petition with the Secretary of State for the 2019 Coordinated Election. (No later than 3:00 PM, at least 3 months before the election)	Art. V, Sect. 1(2) 1-40-108
	Last day to file an addendum to a previously filed initiative petition that was deemed insufficient. (Within 15 days after determination of insufficiency, but no later than 3:00pm at least 3 months before the election)	Art. V, Sect. 1(2); 1-40-117(3)(b)
7-August (Wednesday)	Last day for the county clerk to submit a watcher accommodation plan for the **November 5th Coordinated Election** to the Secretary of State. (No later than 90 days before an election)	Rule 8.7
	First day a candidate for the office of school district director may circulate a nomination petition. (No sooner than 90 days before the election)	1-4-803(1)(b)

2019 Election Calendar

27-August (Tuesday)	Deadline for the county clerk and coordinating political subdivisions to sign intergovernmental agreements for the 2019 Coordinated Election. (No later than 70 days before the election)	1-7-116(2)
30-August (Friday)	Last day for candidates for the office of school district director to file a nomination petition. (No later than 67 days before the election)	1-4-803(2)
	Last day to file an affidavit of intent to run as a write-in candidate for a non-partisan coordinated election. (By close of business on the 64th day before the election)	1-4-1102(2) 1-1-106(5)
	Last day for Governor, in consultation with the Secretary of State, to designate the date of the 2020 Presidential Primary Election. (No later than the first day of September in the year before the presidential primary will be held)	1-4-1203 (1) 1-1-106 (5)
September, 2019		
4-September (Wednesday)	Last day for the Secretary of State to issue statements of sufficiency or insufficiency for initiative petitions filed on August 5th. (No more than 30 calendar days after the petition is filed)	1-40-116(2)
6-September (Friday)	Last day for major political parties to provide an adequate list of election judges to the county clerk. If an adequate list is not provided, the county clerk must report this to the Secretary of State (No later than 60 days before the election)	Rule 6.1.3
	Last day for the designated election official from each political subdivision that intends to conduct an election to certify the ballot content. If the election will be coordinated with the county, the certification must be delivered to the county clerk and recorder of each county that has territory within the political subdivision. (No later than 60 days before the election)	1-5-203(3)(a)
	Deadline for the county clerk to file security and contingency plans with the Secretary of State. (No later than 60 days prior to the first election where the procedures will be used)	1-5-616(5)(b)
	Deadline for the county clerk to begin video surveillance of designated areas for the Coordinated Election. (At least 60 days before the election)	Rule 20.8.2
	First day that the county clerk may hold election judge training. (Not more than 60 days prior to the election)	1-6-101(5)
9-September (Monday)	Last day for the Secretary of State to send notice and certification of the Coordinated Election ballot to the county clerks. (No later than the 57th day before the Coordinated Election)	1-5-203(1)
20-September (Friday)	Last day to file pro/con comments pertaining to local ballot issues with the designated election official in order to be included in the ballot issue notice. (By noon the Friday before the 45th day before the election)	1-7-901(4)
	Last day for petition representatives to submit summarized comments in favor of their petition. (No later than 44 days before the election)	1-7-903 (3) 1-1-106(5)
21-September (Saturday)	Deadline to send mail ballots to military and overseas electors. (No later than 45 days before the election)	1-8.3-110(1)
	First day a county clerk may issue a mail ballot to a voter who requests one in person at the county clerk's office or the other office designated in the county's mail ballot plan. (No sooner than 45 days before the election)	1-7.5-107 (2.7)
23-September (Monday)	Last day for the designated election official to deliver ballot issue notices to the county clerk. (No later than 43 days before the election)	1-7-904
26-September (Thursday)	Last day for the designated election official to order registration and property owner records for use by election judges in a local election that is not coordinated with the county. (No later than the 40th day before the election)	1-5-303(1) 1-5-304(1), (2)
October, 2019		
1-October (Tuesday)	Last day for county clerks to provide a list of election judges, including political party affiliations, if known, to each appointing party. (No later than 35 days before election day)	Rule 6.1.4
	Last day for the Department of Higher Education to provide enrollment data for the 2018 Fall Semester to the Secretary of State. (On or before October 1, 2019)	1-5-102.9 (1)(b.5)(I)(B)(V)
4-October (Friday)	Last day to mail notice of election for ballot issues. (At least 30 days before a ballot issue election)	Art. X, Sect. 20(3)(b) 1-1-106(5)

2019 Election Calendar

4-October (Friday)	Last day for the Legislative Council staff to print and distribute the ballot information booklet for statewide measures to active registered voters. (At least 30 days before the election)	Art. V, Sect. 1(7.5)(b) 1-1-106(5)
	The Secretary of State will establish and publish on the Audit Center the risk limit that will apply in RLAs for that election. (No later than 32 days before election day)	Rule 25.2.2 (a)
	First day a county must be able to issue a mail ballot to a voter who requests one in person at the county clerk's office or the other office designated in the county's mail ballot plan. (32 days before the election)	1-7.5-107(2.7)
11-October (Friday)	Deadline to complete changes in the boundaries or division of precincts for nonpartisan elections. (No later than 25 days prior to the election)	1-5-104(1)
	First day mail ballots may be sent to voters, except for UOCAVA voters.	1-7.5-107(3)(a)
14-October (Monday)	First day that the county clerk may not run or schedule to run SCORE reports or exports that include voter or election detail during regular business hours without written authorization by the Secretary of State. (Beginning 22 days before election day)	Rule 2.15.4
15-October (Tuesday)	Last day to submit an application to register to vote through a voter registration drive for the Coordinated Election. (No later than 22 days before the election, or day after if 22 days falls on holiday)	1-2-201(3)(b)(I)
	Last day for counties to submit zero result files (data entry counties) or a document listing all ballot content (manual entry counties) to the Secretary of State for Election Night Reporting. (No later than 21 days before the election)	Rule 11.9.2
16-October (Wednesday)	Last day for the designated or coordinated election official to publish notice of the Coordinated Election. (No later than 20 days before the election)	1-1-104(34) 1-5-205(1)
	Deadline for the designated election official to mail a copy of the notice of election to the county clerk of each county in which the political subdivision is located if the election is not coordinated by the county. (No later than 20 days before the election)	1-5-205(2)
	Last day to post Voter Service and Polling Center, Polling Location, and Drop-off signs for the Coordinated Election. (At least 20 days before the election)	1-5-106
18-October (Friday)	Deadline for the county clerk to send mail ballot packets to each active eligible elector for the Coordinated Election. (No later than 18 days before the Election)	1-7.5-107(3)(a)(I)
	Last day for the county clerk to conduct the public Logic and Accuracy Test. (No later than the 18th day before election day)	Rule 11.3.2(a)
21-October (Monday)	Last day to appoint board of canvassers for a nonpartisan election that is not coordinated by the county. (At least 15 days before any nonpartisan election)	1-10-201(1)
	Last day for county chairpersons of major political parties to certify appointment of registered electors to serve as members of canvass board for statewide ballot measure in the Coordinated Election; members of canvass board for other ballot content will be appointed in accordance with intergovernmental agreement. (At least 15 days before election)	Rule 4.3.3 1-10-101 1-10-202
	Last day for the designated election official to appoint an audit board to conduct the risk-limiting audit. (No later than 15 days before election day)	Rule 25.2.2(b)
	Counting of mail ballots may begin. No results may be disclosed until after 7:00pm on Election Day. (Beginning 15 days prior to the election)	1-7.5-107.5
22-October (Tuesday)	A data entry county must upload LAT results file to ENR. (No later than 14 days before the election)	Rule 11.9.3
25-October (Friday)	Equipment inventory lists due to the Secretary of State. (No later than 10 days before the election)	Rule 11.2.3 1-1-106(5)
	The election notice must be posted in the designated election official's office. (At least 10 days before the election and until 2 days after the election)	1-5-205(1.3) 1-1-106(5)
28-October (Monday)	Last day to submit an application to register to vote through the mail, a voter registration agency, a local driver's license examination facility, or online to receive a mail ballot for the Coordinated Election. (Through the 8th day prior to the election)	1-2-201(3)(b)(III) 1-2-201(4) 1-2-508(3)(a)(I)

2019 Election Calendar

28-October to 5-November	The minimum number of required voter service and polling centers must be open for the **November 5th Coordinated Election**. (Beginning at least 8 days before and on election day, except Sundays)	1-7.5-107 (4.5)(a)(III),(c) Rule 7.9.1
29-October (Tuesday)	Elections Setup Records are due to the Secretary of State for the Coordinated Election. (No later than 5:00pm on the 7th day before the election)	Rule 11.4
	First day the minimum number of required Drop Boxes must be open for the **November 5th Coordinated Election**. (Beginning at least 7 days before an election, including Saturdays and Sundays)	1-7.5-107(4.3)(b)
November, 2019		
4-Novemeber (Monday)	A candidate for president may begin circulating petitions to appear on the 2020 presidential primary ballot. (No sooner than the first Monday in November of the year preceding the presidential primary).	1-4-801 (6)
	Last day for county clerk to designate drop-off locations and Voter Service and Polling Centers for the **March 3rd Presidential Primary Election**. Before designation, clerks must also complete an accessibility survey for all locations. (No later than 120 days before the Presidential Primary Election)	Rule 7.10
	Last day for county clerk to submit an election plan to the Secretary of State for the **March 3rd Presidential Primary Election**. (No later than 120 days before the Presidential Primary Election)	1-7.5-105(1) Rule 7.1.1
5-November (Tuesday)	**Coordinated Election (Polls open 7:00am to 7:00pm. First Tuesday in November)**	Art. X, Sect. 20(3)(a) 1-1-104(6.5) 1-7-101 1-41-102(1)
	All ballots must be in the hands of the county clerk by 7:00pm on election day in order to be counted. Ballots cast by military and overseas voters must be sent no later than 7:00pm on election day and received by the close of business on the 8th day after the election.	1-7.5-107(4)(b)(II) 1-8.3-111 1-8.3-113 (1), (2)
7-November (Thursday)	Deadline for the county clerk to send missing signature, signature verification, and missing ID letters and emails for mail and provisional ballots. (Within 3 days from signature/ID verification but no later than 2 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a)
8-November (Friday)	Deadline for the Secretary of State to select target contest(s) to be audited in the risk-limiting audit. (No later than 5:00 PM MT on the Friday after election day)	Rule 25.2.2 (i)
	Deadline for the Secretary of State to give public notice of the meeting to establish the random seed for the RLA Tool. (At least 7 calendar days before the meeting to be held on the 10th day after the election)	Rule 25.2.2(h)
13-November (Wednesday)	Last day for ballots cast by military and overseas electors to be received by the county clerk in order to be counted. (No later than the 8th day after election day)	1-8.3-113(2)
	Last day for an elector to cure signature discrepancy or missing signature, or to provide missing ID. (By 11:59 p.m. MT 8 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rule 7.6.1 Rule 7.7.5
14-November (Thursday)	Last day for verification and counting of provisional ballots. (Within 9 days after election day)	1-8.5-105 (5)
	County must finish tabulating all in-person and accepted mail ballots cast by voters registered in the county. Immediately after completing this tabulating, the county must also generate a summary results report, a results file export suitable for uploading to the Secretary of State's ENR system, and a CVR export. (Complete by 9th day after election day)	Rule 25.2.2 (d)
	Deadline for county conducting a comparison audit to upload: -verified and hashed ballot manifest, and the manifest' hash value to the Secretary of State's office -verified and hashed CVR export, and the CVR export's hash value to the Secretary of State's office -RLA tabulation results export to the Secretary of State's Election Night Reporting system. (No later than 5:00 PM MT on the 9th day after election day)	Rule 25.2.2 (f)

2019 Election Calendar

14-November (Thursday)	Deadline for county conducting a ballot polling audit to upload: -verified and hashed ballot manifest and the ballot manifest hashed value by email to the Secretary of State's Office -cumulative tabulation report, by email to the Secretary of State's Office -RLA tabulation results export to the Secretary of State's Election Night Reporting system. (No later than 5:00 PM MT on the 9th day after election day)	Rule 25.2.2 (g)
15-November (Friday)	Deadline for Secretary of State to establish a random seed for use with the RLA Tool. (On the 10th day after election day)	Rule 25.2.2 (h)
	Deadline for Secretary of State to notify the counties of the ballots selected to be audited. (No later than 11:59 p.m. MT on the 10th day after election day)	Rule 25.2.2 (k)
19- November (Tuesday)	Last day for county who previously failed to meet 45-day ballot transmission deadline to submit plan to Secretary of State for complying with the deadline for the **March 3rd Presidential Primary Election**. (No later than 60 days before the 45 day transmission deadline)	Rule 16.1.8
22- November (Friday)	Last day for the Secretary of State to prepare an election notice for the **March 3rd Presidential Primary Election** to be used in conjunction with a federal write-in absentee ballot. (At least 100 days before a regularly scheduled election)	1-8.3-116 1-1-106(5)
26- November (Tuesday)	Deadline for County audit board to sign, date, and submit to the Secretary of State a report of the results of the risk limiting audit. (No later than 5:00 p.m. MT on business day before the canvass deadline)	Rule 25.2.3(d)
27-November (Wednesday)	Last day to complete the canvass and submit official abstract of votes cast for the Coordinated Election to the Secretary of State. (No later than the 22nd day after the election)	1-10-102(1) 1-10-103 (1)
29- November (Friday)	Deadline to upload the final canvass results to the ENR system. (By close of business on the first business day after the statutory deadline for completing the canvass)	Rule 11.9.5 1-1-106 (4)
	Last day for political subdivision that referred a ballot issue or question that failed, to waive an automatic recount of that issue or question by giving written notice to clerk and recorder. (Within 23 days after election)	1-10.5-103 1-1-106 (4)
December, 2019		
2-December (Monday)	Last day for the Secretary of State to compile and total returns from all counties and order appropriate recounts, if any. (No later than the 27th day after the Coordinated Election)	1-10-103(2)
3-December (Tuesday)	Last day for an interested party to request a recount of the results of the Coordinated Election at their own expense. (Within 28 days after the Coordinated Election)	1-10.5-106 (2)
4-December (Wednesday)	Last day for the county clerk to submit a watcher accommodation plan for the **March 3rd Presidential Primary Election** to the Secretary of State. (No later than 90 days before an election)	Rule 8.7
5-December (Thursday)	First day the county clerk may stop video surveillance of designated areas for the Coordinated Election. (Through at least 30 days after the election, unless there is a recount)	Rule 20.8.2
6-December (Friday)	Last day for county that conducted a comparison risk-limiting audit to review its CVR file and redact CVRs corresponding to any ballot card susceptible of being personally identified with an individual voter if no recount was required or requested. (No later than the third business day following the deadline to request a recount)	Rule 25.2.4
9-December (Monday)	Last day for Presidential Primary candidate to submit to the Secretary of State a notarized candidate's statement of intent and filing fee if not petitioning onto the ballot. (No later than 85 days before the **March 3rd Presidential Primary Election**)	1-4-1204 (1)(c)
	Last day for Presidential Primary candidate to file petition to be on the ballot for the **March 3rd Presidential Primary Election**. (No later than 85 days prior to the presidential primary)	1-4-801(6)
10-December (Tuesday)	Last day to complete a statutory recount of any race in the Coordinated Election. (No later than the 35th day after the Coordinated Election)	1-10.5-102(2) 1-10.5-103
12-December (Thursday)	Last day to complete a recount requested by an interested party. (No later than the 37th day after the Coordinated Election)	1-10.5-106(2)

2019 Election Calendar

17-December (Tuesday)	Last day for county that conducted a comparison risk-limiting audit to review its CVR file and redact CVRs corresponding to any ballot card susceptible of being personally identified with an individual voter if recount was required or requested. (No later than the 3rd business day following the deadline to complete recount)	Rule 25.2.4
24-December (Tuesday)	Last day for chairperson of major political party to request the Secretary of State to provide a place on presidential primary ballot to vote to send a noncommitted delegate to the political party's national convention. (No later than 70 days before the presidential primary election)	1-4-1204 (3)
27-December (Friday)	Last day for presidential primary write-in candidate to submit statement of intent to seek the office of president of the United States and filing fee to the Secretary of State. (No later than the close of business 67 days before the presidential primary election)	1-4-1205
	Last day a person whose name has been certified to be placed on the ballot of the **March 3rd Presidential Primary Election** may file an affidavit with the secretary of state stating they are no longer a candidate and request their name not be included in the list of certified candidates. (No later than the 65th day before the presidential primary election)	1-4-1204(1.5) 1-1-106(5)
NOTE	Following the election, the county clerk must report to the Secretary of State in writing the number of ballot return envelopes with discrepant signatures that the clerk forwarded to the district attorney for investigation.	Rule 7.8.13
	Note on Computation of Time	
If the last day for any act to be done or the last day of any period is a Saturday, Sunday, or legal holiday *and* completion of the act involves a filing *or* other action during business hours, the period is extended to include the next day which is not a Saturday, Sunday, or legal holiday.		1-1-106(4)
If a statute or rule requires doing an act in "not less than" or "no later than" or "at least" a certain number of days or "prior to" a certain number of days or a certain number of months before the date of an election, the period is shortened to and ends on the *prior business day* that is not a Saturday, Sunday, or legal holiday.		1-1-106(5)

SAMPLE TABOR NOTICE FOR COORDINATING JURISDICTIONS
(May be used as a template by Jurisdiction)

SAMPLE TABOR NOTICE FOR A POLITICAL SUBDIVISION

"ALL REGISTERED VOTERS"

NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN PETITION/ON A REFERRED MEASURE

Election Date: November 5, 2019

Election Hours: 7:00 A.M. to 7:00 P.M.

Local Election (DEO) Office Address and Telephone Number
(Do NOT include Douglas County Clerk & Recorder Office Information):

(Insert) Local Election (DEO) Office Address:

(Insert) Local Election (DEO) Contact person:

(Insert) Local Election (DEO) Office Telephone Number

Ballot Title and Text: Ballot Issue and/or Ballot Questions title and text (

See Article 10, Sec.20. – Colorado State Constitution

Preparation of Written Comments:

See C.R.S. 1-7-903

Or

"No comments were filed by the constitutional deadline"

PARKER
COLORADO

Request for Town Council Action

Date: July 1, 2019

Submitted By: Andy Coleman, Commander

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-051**
A Resolution to Amend Resolution No. 10-046, Series 2010, and to Adopt the Updated Town of Parker Emergency Operations Plan

Department: **Police, Andy Coleman**
Police, Greg Thornton

EXECUTIVE SUMMARY

The Town's Emergency Operations Plan has been written to follow FEMA and DHS guidelines. After thorough review and editing by our many cooperating agencies, to include Douglas County, Arapahoe County, the State Office of Emergency Management and the City of Lone Tree, the revised Plan is ready for approval and adoption.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Emergency Operations Plan (the "Plan") is a document that provides standard operational procedures for the Town of Parker in the event of major incidents; this would include any natural disasters and mass casualty incidents.

The Emergency Manager shall update the Plan whenever necessary and shall formally review the Plan on an annual basis. Once every three years this Plan shall be formally reviewed by a committee for accuracy, relevance and completeness.

The Plan was prepared under the comprehensive emergency management concept to integrate the response of all available emergency response resources and increase the level of emergency preparedness in the Town of Parker.

FINANCIAL IMPACT

The sole expenditure associated with the Emergency Operations Plan will be printing costs, which are estimated to be $532.00 and will provide twenty spiral bound copies to the Town of Parker for distribution to Town departments. The printing expenditure will then be submitted to the Emergency Management Program Grant Committee (State level) for review. If approved, fifty percent of the costs would be eligible for reimbursement to the Town of Parker, thereby reducing the expenditure to $266.00.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Resolution No. 19-051

RECOMMENDED MOTION

I move to approve Resolution No. 19-051 as part of the consent agenda.

RESOLUTION NO. __19-051____, Series of 2019

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 10-046, SERIES OF 2010, AND TO ADOPT THE UPDATED TOWN OF PARKER EMERGENCY OPERATIONS PLAN

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 adopts the Town of Parker Emergency Operations Plan, which is attached hereto as **Exhibit A** and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

Letter of Promulgation

This Emergency Operations Plan (numbered pages only) is hereby approved and ordered published and distributed.

All department heads and personnel are directed to accept the responsibilities as herein assigned and to conduct the organizational planning and training to implement the plan.

_____ _____

Mayor/Town Council Date

Review and Concurrence

The following departments are assigned responsibilities in the plan and have reviewed and concurred.

Mayor/Town Council	
Town Administrator	
Town Attorney	
Town Clerk	
Engineering/Public Works	
Community Development	
Police	
Finance	
Information Technology	
Parks and Recreation	
Human Resources	
Communications	
Cultural	

Revisions

Policy

The Emergency Manager shall update the Emergency Operations Plan whenever necessary and shall formally review the Plan on an annual basis. Once every three years this plan shall be formally reviewed by committee for accuracy, relevance and completeness. All such revisions shall be so noted in the Record of Revisions below.

RECORD OF REVISIONS

Revision Number	**Date Entered**	**Entered by**	**Section Revised**
1	5.28.13	Lt. Doreen Jokerst	2.6 Line of Succession
2	9.17.15	Lt. Doreen Jokerst	2.5 Organization and Assignment of Responsibilities
3	9.17.15	Lt. Doreen Jokerst	2.6 Line of Succession
4	2.22.18	Greg Thornton	EOP revision

Distribution Plan:
The initial distribution of this plan was made to the following listed officials for information and utilization during a disaster emergency. Additional copies are available upon request to the Police Chief. Each copy is numbered for accountability and updating.

NUMBER	OFFICE OR OFFICIAL	QUANTITY
1	Mayor and Town Council	7
2	Town Administrator	1
3	Town Attorney	1
4	Town Clerk	1
5	Deputy Town Administrator	1
6	Chief of Police & Management Team	6
7	Accreditation File	1
8	Police Supervisory Personnel	12
9	Neighborhood Services	1
10	Police Communications	1
11	Finance Director & Staff	2
12	Public Information Officers	6
13	Director of Engineering/Public Works & Staff	6
14	Parks, Recreation and Open Space Director & Staff	3
15	Community Development Dir. & Staff	3
16	Cultural Director	1
17	Douglas County OEM	1
18	South Metro Fire Rescue Authority	1
19	Victim Services Information	1
		6
	TOTAL	63

PREFACE

This Emergency Operations Plan (EOP) was prepared under the comprehensive emergency management concept to integrate the response of all available emergency response resources and increase the level of emergency preparedness in the Town of Parker (the "Town"). A summary of

all five components of comprehensive emergency management is included here to provide context and as a matter of information.

The five components of Emergency Management are:

PREVENTION: Actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations, heightened inspections, improved surveillance and security operations, investigations to determine the full nature and source of the threat, public health and agricultural surveillance and testing processes, immunizations, isolation or quarantine, and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice. (NIMS)

PREPAREDNESS: Any activity taken in advance of an emergency that facilitates the implementation of coordinated response in the event an emergency occurs. Preparedness measures include, but are not limited to, continuity of government, emergency notification and alert systems, emergency information materials, exercise of plans, mutual aid agreements, resource management, warning systems, and training response personnel.

MITIGATION: Any action taken to eliminate or reduce the degree of long-term risk to human life, property and the environment from natural and man-made hazards. Mitigation assumes that society is exposed to risks, whether or not an emergency occurs. Mitigation measures include, but are not limited to, building codes, disaster insurance, hazard information systems, land use management, hazard analysis, land acquisition, monitoring and inspection, public education, research, relocation, risk mapping, safety codes, statutes and ordinances, tax incentives and disincentives, and stockpiling of emergency supplies.

RESPONSE: Any action taken immediately before, during or directly after an emergency occurs to save lives, minimize damage to property and the environment, and enhance the effectiveness of recovery. Response measures include, but are not limited to, on-site incident management, emergency operations center management, critical resource logistics distribution, volunteer management and donations, worker safety and health, public safety and security response, animal health emergency support, environmental health and vector control, explosive device response operations, firefighting operations and support, weapons of mass destruction (WMD)/hazardous materials response and decontamination, citizen protection through evacuation or in-place sheltering, isolation and quarantine, search and rescue, emergency public information and warning, triage and pre-hospital treatment, medical surge, medical supplies management and distribution, mass prophylaxis, mass care, including feeding, sheltering and related services, and fatality management.

RECOVERY: The short-term activity to return vital life-support systems to minimum operating standards and long-term activity designed to return life to normal or improved levels, including some form of economic viability. Recovery measures include, but are not limited to, assisting the public by providing long-term healthcare, recovery information and social services, restoring the environment through site cleanup, debris removal, site remediation and restoring natural resources,

and restoring infrastructure by reconstituting government services, performing structural damage assessment and mitigation, rebuilding property, restoring lifelines and restoring economic institutions.

This plan should be reviewed annually and updated as necessary. Maintaining and updating this plan is the responsibility of the Parker Police Department member assigned by the Chief of Police to be the Emergency Manager.

Annexes to the Emergency Operations Plan will be maintained and updated by the respective department directors or designee. Each department director is responsible for coordinating with and providing the Emergency Manager with all revisions and updates to their respective annexes.

This plan can be implemented entirely or in parts during or in preparation of an event, large-scale disaster or national emergency.

Documented annual training will be conducted to all Town of Parker Police Department employees on the EOP.

This plan was developed by the Parker Police Department Office of Professional Standards and modeled after the National Response Framework.

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1. INTRODUCTION

1.1. Purpose

The purpose of the Town of Parker Emergency Operations Plan (EOP) is to provide general guidelines and principles for planning, managing and coordinating the overall response and recovery activities of the Town of Parker government before, during and after major emergency and disaster events. It delineates the roles and responsibilities of Town departments, outside agencies and volunteer organizations which are expected to contribute to the protection of people and property.

This EOP was prepared under the Comprehensive Emergency Management Concept developed by the Federal Emergency Management Agency (FEMA) to integrate the response of all available emergency management resources and increase the level of emergency preparedness in the Town of Parker.

The Plan should be reviewed annually and updated as necessary. Once every three years this plan shall be formally reviewed by committee for accuracy, relevance and completeness. Maintaining and updating this plan is the responsibility of the Chief of Police, or his designee, for the Town of Parker.

2. BASIC PLAN

Attachments to this EOP may be developed as needed. Such attachments shall be called Annexes or Appendices and shall be incorporated into this EOP by reference, without the need for amendment of this EOP by resolution of Town Council. Such Annexes or Appendices will further outline the various response and recovery activities outlined in this EOP. Any changes, additions or deletions to the substantive content of this EOP must be done by an amendment to the EOP and approved by the Town Administrator, Chief of Police and Town Council.

2. 1. Scope

Disasters can include natural, biological and technological, such as terrorist attacks and chemical incidents. Regardless of the type of emergency, the priorities remain the same: save lives, protect property and minimize economic impacts. Emergencies can quickly escalate into disasters requiring resources that are not normally available within individual agencies and normal mutual aid agreements. The EOP will be activated when any event begins to overwhelm normal resources and requires the assistance of the Town of Parker Emergency Manager to coordinate resources for the participating agencies.

The decision to activate the EOC will be made by the Town of Parker Emergency Manager in conjunction with on-scene Incident Commander.

2.2. Situations

Natural Hazards

Natural hazards in which the Town of Parker is vulnerable include:

- Severe Winter Storm
- Flood/Dam Failure
- Tornado
- Wildfires
- Hail
- Extreme Heat
- Landslide, Debris Flow, Rock Fall
- Drought

Biological Hazards

Biological hazards are organisms or toxins that can kill or incapacitate people, livestock and crops. The three basic groups of biological agents that would likely be used as weapons are bacteria, viruses and toxins. Delivery methods include:

- Aerosols
- Animals
- Food and Water Contamination
- Epidemic/Pandemic Events

Technological (Man-Made) Hazards

Technological hazards are those that occur as a result of either an accident or a deliberate act. The six technological hazards of greatest potential significance include:

- Mass Casualty Incidents
- Hazardous Materials Releases
- Terrorism
- Civil Disturbances
- Major Power Outages
- Cyber Events/Attacks

2.3. Assumptions

With respect to natural or technological emergencies, standard assumptions can be made regarding the incident:

- The Town will continue to be subject to the hazards noted above. Warning time available to implement this plan will vary from little to no warning, to days or weeks, depending on the type of hazard.
- Town officials, both elected and appointed, will carry out all responsibilities regarding public safety and protection of property. This includes all phases of comprehensive emergency management and provisions to ensure continuity of government.

- Citizens expect governments to keep them informed and to provide guidance and assistance in the event of a threat, emergency or disaster.
- Departments with emergency responsibilities will ensure that all personnel concerned are properly trained and familiar with this plan and all department standard operating procedures (SOP) so they are capable of implementing them in a timely and effective manner.
- With the possibility of terrorism and weapons of mass destruction (WMD) any technological or biological hazard must be approached as if it could be an act of terrorism.
- The Incident Command System (ICS) will be used as the on-scene incident management system.
- State and federal assistance, as well as volunteer and private organizations will be available to supplement the Town's resources as needed.

2.4. Concept of Operations

If a disaster occurs within the Town of Parker, immediate response by the Town will be required. Only members trained in the pre-arranged plans and procedures will be prepared to make the coordinated efforts necessary to meet a threat of life and/or property.

When response to a disaster exceeds the capabilities of the Town of Parker, emergency response agencies will request resources through mutual aid agreements with discipline-specific partners. All local governments and special districts within Douglas County are responsible for coordinating with one another and for providing mutual aid within their capabilities and according to established written agreements.

When all local resources and mutual aid resources are exhausted, the Town of Parker, will request assistance from Douglas County. If additional capability is needed, Douglas County, may request aid from the state.

The EOP is based on the concept that emergency response functions will generally parallel the normal operations of all Town departments. To the extent possible, the same members will be utilized in both cases. Those day-to-day functions which would not contribute to emergency operations may be suspended for the duration of the emergency and recovery period. Resources normally required for day-to-day operations may be redirected for accomplishment of emergency tasks.

2.5. Organization and Assignment of Responsibilities

General

Most of the Town departments have emergency functions in addition to their normal operations. Each department is responsible for developing and maintaining its own emergency management procedures and operating guides.

Mayor

- Proclaim the existence and then the termination of the emergency

- Attend to the duties and authorities set forth in the Town Ordinances

Town Administrator

- Implement the EOP in whole or in part as the situation requires
- Hold direction and control of all Town departments before, during and after an emergency event
- Establish a policy for expenditures and allocation of funds
- Attend to the duties and authorities set forth in the Town Ordinances
- Review media releases as approved by the IC

Town Council

- Convene the Town Council, if reasonable and necessary to do so
- Enact ordinances that authorize the Mayor and/or Town Administrator to initiate and implement all or part of the plan prior to, during and after an emergency or disaster to protect the lives and property of the citizens of Parker
- Approve authorization of expenditures that have been expended during major emergencies or disasters

Chief of Police

- Act as coordinating staff advisor to the Town Administrator, Emergency Manager and key Town officials during all levels of response to disaster emergencies
- Function as lead advisor for disaster operations until normal government operations can be resumed

Emergency Manager

- Monitor implementation of the EOP
- Compile, coordinate and present a request to Douglas County, the state and federal government for disaster relief assistance as the situation demands.
- Prepare the EOP for the Town of Parker and conduct training exercises as necessary to maintain and improve the response capabilities of all elements of the town
- Develop private and local government resource lists
- Coordinate disaster planning, operations and training exercises with public utilities, health and human services agencies and emergency preparedness and management directors of adjacent political jurisdictions to enhance the integrated emergency management system
- Represent the Town as directed on matters relating to emergency management
- Keep the Colorado Division of Homeland Security and Emergency Management informed of a disaster situation
- Request assistance if it appears that the resources and the ability of the Town are inadequate to cope with the emergency

Emergency Operations Center Director

- Organize departments and all supporting agencies within the EOC
- Ensure that messages, information and data are kept current
- Written communications are processed in a timely manner

Emergency Preparedness Coordinator

- Act as an advisor for the Emergency Manager
- Assist with EOC operations
- Develop trainings for the respondent
- Oversee grants
- Assist in maintaining supporting emergency plans
- Assist in coordinating disaster planning, operations and training exercises

Police Department

- Conduct all regularly assigned functions relating to law enforcement in the Town of Parker
- Maintain the position of Emergency Manager
- Evacuate people who are or may be threatened by an imminent disaster
- Control traffic access to the scene of a disaster
- Plan and coordinate response to hostage situations, as well as civil disturbances
- Establish mutual aid agreements with local law enforcement jurisdictions
- Develop an intelligence gathering and analysis capability
- Provide law enforcement assistance to shelter managers when requested
- Receive, relay and secure national warning service emergency messages

South Metro Fire Rescue Authority (SMFRA)

- Provide all regularly assigned district functions relating to fire prevention and control to minimize loss of life and property, as per its department policies, procedures and/or protocols
- Provide continuous communication between the disaster scene and EOC
- Establish and maintain radiological monitoring capabilities

Hazardous Material Incidents (Arapahoe/Douglas Hazardous Materials Board)

  - Respond to and direct operations in hazardous material incidents
  - Direct and conduct all search and rescue operations
  - Provide decontamination and neutralization of any hazardous or radioactive material spills
  - Establish mutual aid agreements with other fire jurisdictions
  - Respond to hazardous material incidents or WMD events as requested by the Incident Commander
  - Establish the appropriate “HazMat” function with the existing Incident Command Structure
  - Perform technician-level actions to stop or mitigate the release or event

- Provide for the decontamination of team members, other first responders and the public as may be required
- Establish and maintain air monitoring capabilities appropriate to the incident

Engineering/Public Works

- Provide emergency traffic engineering and control measures to include signalization and barricading; maintain emergency traffic routes in coordination with police and fire departments
- Coordinate clearing of major thoroughfares and removal of debris that inhibits or blocks thoroughfares
- Establish damage assessment capabilities and procedures specific to Town infrastructure located within public rights-of-way
- Provide snow removal under all winter storm conditions
- Provide resources and technical support to public safety operations
- Provide mapping, ownership and assessment of structural conditions of bridges and roadways
- Conduct all regularly assigned functions relating to the provision and maintenance of storm sewer services for the Town of Parker
- Notify, as necessary, respective water and sanitary sewer districts located within the Town, to provide for emergency shutdown of water and sanitary sewer services
- Coordinate, as necessary, with respective water districts, who shall have provisions in place, to provide potable water for essential Town relief activities
- Notify, as necessary, respective water and sanitary sewer districts of repairs needed to respective utility systems

Administration

- Provide administrative and logistical support to Town Council, Boards and Commissions, Mayor and all departments within the Town
- Provide logistical support to maintain or restore Information Technology infrastructure and services
- Provide incident management support for police computer-aided dispatch, Records Management Systems, Mobile applications and GIS/Mapping applications tailored to the scope of the incident
- Provide logistical support to activate alternate emergency operation venues when the scope of the incident requires a mobile command post, or relocation of emergency operations from Town Hall to other Town facilities, or if the severity of the incident requires relocation to a designated EOC in another jurisdiction
- Prepare damage assessments to the information technology infrastructure and provide recommendations for recovery; initiate disaster recovery procedures and contingency plans as directed to contact established vendors for support; procure hardware, software and networking services; and recover archived data resources from off-site storage
- Assess, prepare and initiate disaster recovery operations for Town financial and support services such as accounting revenue and expenditures, payroll accounting and processing, general ledger processing

- In the event of service disruption, act as liaison for service providers such as CenturyLink, AT&T and Sprint/Nextel to maintain or restore hard-wired and wireless networks outside of the Town's direct control
- Coordinate and manage workers' compensation issues

Community Development

- Assist in the coordination of disaster recovery planning efforts as they relate to public buildings
- Assist in the preparation of damage assessment reports as they relate to public buildings
- Assist in recommending which public buildings or structures are retained or demolished
- Assist in the declaration of safe buildings or structures for occupancy
- Develop a plan to keep vital Town facilities operating during a disaster
- Staff and support damage assessment team and coordinate inspection services
- Identify alternate facilities for use by the Town to carry on essential operations

Town Attorney

- Provide legal assistance to the Town Council, Mayor and Town departments in the conduct of official business, including operation of municipal justice system
- Prepare emergency disaster declarations and emergency ordinances
- Provide interpretation of federal and state regulations that relate to disasters
- Prepare recommended ordinances, proclamations and other legal documents for Town Council action to implement federal and state directives that provide authority in the Town of Parker for a timely emergency response

Finance

- Provide financial advice to the Town Administrator and Emergency Manager
  - Coordinate the development of a damage assessment reporting system to meet post-disaster needs
- Maintain detailed records of all disaster-related expenditures
  - Coordinate all data for damage assessment reports to be forwarded to state and federal disaster agencies
- Develop a methodology for purchasing supplies, services and equipment under emergency conditions

Parks, Recreation & Open Space

- Provide meeting places and facilities as needed to support disaster operations and recovery efforts
- Assist in short-term shelter management using Town-owned facilities; assist outside agencies (American Red Cross, Salvation Army, school district) in evacuation and transportation
- Provide equipment and manpower to Town departments upon request
-
- Coordinate activation of the Debris Management Plan

Specific Outside Agencies

In addition to Town departments, specific outside agencies will be available to provide emergency functions in addition to their normal operations. The list includes, but is not limited to:

Douglas County Office of Emergency Management

- Coordinate the multi-agency coordination system
- In large disasters coordinate disaster declarations
- Coordinate communication and requests between EOCs
- Coordinate all logistical needs with state and federal agencies

Tri-County Health Department

- Issue precautionary health warnings as necessary
- Provide advice on all health matters
- Provide air contamination surveillance
- Monitor the disposal of hazardous and radiological materials
- Inspect all food services facilities at relocation centers
- Determine food and water safety and arrange for the removal of any contaminated product
- Inoculate for the prevention of disease
- Provide information on disinfecting public and private water supply
- Send representative to Town EOC as needed

Douglas County Sheriff's Office – Bomb Squad

- Respond to incidents involving the use or threatened use of explosive devices
- Provide for the removal of actual or simulated explosive devices
- Neutralize explosive devices
- Advise the incident commander on explosive devices and potential consequences

Douglas County School District RE-1

- Provide for the safety and protection of students and school personnel
- Coordinate with the Town and the American Red Cross for feeding, sheltering and transportation of displaced persons caused by a disaster
- Assist the Town with identification and selection of school facilities best suited for sheltering and feeding displaced persons caused by a disaster
- Advise the Emergency Manager on the availability of school district resources
- Send representative to Town EOC as needed

American Red Cross (ARC)

- The ARC operates under the Charter of the United States Congress; under the Charter, they provide relief and assistance for a myriad of human needs resulting from natural and technological disasters

- Designate and provide shelter to disaster victims
- Provide food and services for shelters
- Assist disaster victims in the repair of their homes
- Register displaced persons and provide information through the Disaster Welfare Inquiries System (DWIS)
- Provide crisis counseling to disaster victims and response workers
- Provide first-aid stations, nurses, etc., to disaster victims
- Provide assistance to damage assessment teams
- Send representative to Town EOC as needed

Salvation Army

- Assist with personnel feeding and shelter
- Assist the American Red Cross with crisis counseling for victims
- Provide food to disaster relief workers
- Provide clothing to disaster victims
- Send representative to Town EOC as needed

Amateur Radio Emergency Service (ARES)

- Set up emergency communications at the request of the EOC
- Provide communications to emergency workers
- Assist with damage assessment upon request

Douglas County Coroner

- Develop a plan to handle mass fatalities in the event of a major disaster
- Establish a temporary morgue should existing facilities become overwhelmed
- Perform all functions relating to identification, registration and disposition of fatalities
- Send representative to Town EOC as needed

Douglas County Department of Human Services

- Assist with evacuation and sheltering as needed
- Provide food and clothing to disaster victims
- Assist the American Red Cross with disaster welfare inquiries
- Assist with shelter management
- Send representative to Town EOC as needed

Xcel Energy/IREA

- Coordinate with the Town to expedite restoration of gas and electric disruptions caused by a disaster or emergency
- Provide a liaison to the EOC upon request

Telecommunications

- Coordinate with the Town to expedite restoration of telephone and other communication disruptions caused by disaster or emergency
- Provide emergency cell phone capabilities upon request
- Provide a liaison to the EOC upon request

Parker Water and Sanitation/Cottonwood/Stonegate Districts

- Coordinate with the Town to expedite restoration of sanitary sewer mainline service and appurtenances caused by disaster or emergency
- Coordinate with the Town to expedite restoration of water mainline service and appurtenances caused by disaster or emergency
- Provide a liaison to the EOC upon request

2.6 Continuity of Government

Purpose

The purpose is to provide a means of ensuring the continuity and preservation of the Town of Parker government during a major emergency or disaster.

Disasters can interrupt, paralyze or destroy the ability of local government to carry out its functions. Therefore, it is important that each level of government have the capability to preserve, maintain and reconstitute its ability to carry out essential functions.

The Town of Parker maintains a comprehensive Continuity of Government Plan which includes separate Continuity of Operations Plans for each Town department.

Responsibilities of ALL Town of Parker Departments

- Each department in the Town of Parker is responsible for having a Continuity of Operations Plan (COOP) which will be consolidated into the Town of Parker COOP. Once adopted by Town Council, a copy of the plan will be filed with the Town Clerk's Office. These plans, at minimum, should include:
    - Designated lines of succession and delegating authority for successors (at least 3 successors per department)
    - Establish provision for the preservation of records
    - Develop procedures for the relocation of mission-essential functions
    - Develop procedures to deploy essential personnel, equipment and supplies

2.7. Delegation of Authority – Mayor, Town Council, Town Administrator

Certain events may require the Incident Commander (IC) to perform actions beyond the normal scope of his/her duties as defined by existing laws or policies. In this event, the appropriate Town official(s) may need to provide a written delegation of authority.

A delegation of authority allows the appointed entity to assume command and carry out the specific functions outlined in the delegation of authority. It does NOT relieve the granting authority from the ultimate responsibility of the incident.

A delegation of authority may be required to allow resources from other jurisdictions to operate within the corporate boundaries of the Town of Parker (*e.g.*, to allow peace officers from another agency to perform police functions within the Town).

National Incident Management System (NIMS)

The Town of Parker will use the ICS and the NIMS. The Town of Parker adopted the NIMS under Resolution No. 05-027 on March 21, 2005.

NIMS is a predetermined, flexible command structure incorporating the concepts of the ICS for safely directing all emergency response activities at the scene of an emergency during life-threatening situations that go beyond a routine, single-agency response.

The National Incident Management System is a system mandated by HSPD-5 that provides a consistent, nationwide approach for federal, state, local and tribal governments, the private sector, and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity. To provide for interoperability and compatibility among federal, state, local and tribal capabilities, the NIMS includes a core set of concepts, principles and terminology.

Incident Command System (ICS)

ICS is a standardized, on-scene emergency management system specifically designed to provide for an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations, as well as an Emergency Operations Center (EOC) and support personnel.

ICS Command Staff positions are established to assign responsibility for key activities not specifically identified in the general staff functional elements. These positions may include the Public Information Officer (PIO), Safety Officer (SOFR), and the Liaison Officer (LNO), in addition to various others, as required and assigned by the IC.

The general staff includes incident management personnel who represent the major functional elements of the ICS, including the operations section, planning section, logistics section, and finance/administration section.

The operations function will at a minimum address the following:

- Establish perimeters
- Conduct evacuations
- Maintain command post and scene security
- Provide for detainee transportation, processing and confinement
- Direct and control traffic
- Conduct post-incident investigation

The planning function will at a minimum address the following:

- Prepare documented Incident Action Plans
- Gather and disseminate information and intelligence
- Plan post-incident demobilization

The logistics function will at a minimum address the following:

- Communications
- Transportation
- Medical support
- Supplies
- Specialized team and equipment needs

The finance/administration function will at a minimum address the following:

- Record personnel time
- Procure additional resources
- Record expenses
- Document injuries and liability issues

Command staff and general staff must continually interact and share vital information and estimates of the current and future situation and develop recommended courses of action for consideration by the IC.

Unified Command

An application of ICS is used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the unified command, often the senior person from agencies and/or disciplines participating in the unified command, to establish a common set of objectives and strategies and a single Incident Action Plan.

National Response Framework

The National Response Framework identifies fifteen Emergency Support Functions (ESF) of an emergency operation. The Emergency Operations Center will work in conjunction with Douglas County (OEM) to coordinate the appropriate ESF support. The fifteen primary ESFs are as follows:

ESF #1 – Transportation
ESF #2 - Communications
ESF #3 - Public Works and Engineering
ESF #4 - Firefighting
ESF #5 – Information and Planning
ESF #6 - Mass Care
ESF #7 - Resource Support
ESF #8 - Public Health and Medical Services
ESF #9 - Urban Search and Rescue
ESF #10 - Hazardous Materials/Environmental Protection
ESF #11 – Food and Water
ESF #12 – Energy
ESF #13 - Public Safety and Security
ESF #14 - Long-Term Community Recovery and Mitigation
ESF #15 - External Affairs

Incident Response

Upon notification of an actual or impending disaster, the responsible department director, the Emergency Manager or the Town Administrator will activate all or part of this Emergency Operations Plan.

Emergencies will be managed in the field under the plan assignments as set forth herein. The Emergency Operations Center may be activated to help support the assigned agencies and to carry out the additional functions that are needed (*e.g.*, damage assessment, coordination of outside agencies and volunteers, intergovernmental relations, public information support, etc.) The Primary Emergency Operations Center will be located at the Town of Parker Police Department. A Secondary (backup) EOC, if needed, is located at the Town's Public Works Operations Center ("PWOC").

Management and Functional Facilities

Incident Management

Each hazard, whether natural, biological or technological, will be assigned a lead agency. It will be this lead agency's responsibility to provide the overall incident management.

The EOC director will then organize departments and all supporting agencies within the EOC. The director will ensure that messages, information and data are kept current and that written communications are processed in a timely manner.

Each department operating within the EOC is responsible for keeping accurate records regarding resources and expenses. Each department is responsible for maintaining a log that includes the dates and times of events that occurred to that department during the event.

Functional Facilities

The Emergency Operations Center (EOC) provides a functional area for decision-making officials to operate. It also provides communication capabilities, resources for logging data and a conference area. Access to the EOC is restricted to key personnel.

The EOC Policy Group is comprised of the Chief of Police, Emergency Manager, and appropriate department directors, depending on the type of incident. In a disaster or major emergency incident, the executive management of the Town of Parker will convene as necessary to support the EOC and Incident Commander with executive policy decisions.

Some of these decisions might include:

- Issue or apply for disaster declarations
- Issue a written delegation of authority
- Disseminate damage assessment information
- Financial management
- Maintain liaison with other municipalities, state or federal representatives

An EOC is responsible for supporting the Incident Command Post (s) in a disaster and does not directly control field assets, but instead is responsible for supporting the logistical and informational needs of the field component. The common functions of all EOCs are to gather and analyze data, make decisions that protect life and property, maintain continuity of the organization within the scope of applicable laws and disseminate those decisions to all concerned agencies and individuals in coordination of incident operations in the field. In most EOCs there is one individual in charge, and in Parker that individual holds the title of Emergency Operations Center Director.

The level of activation will be determined by the level and extent of the situation. All local response and recovery efforts (resources and requests for assistance) will be coordinated at the EOC. Direct communications must be established between the EOC or OEM and responsible agencies of ESFs.

The Incident Commander (IC) will control and coordinate all response forces at the emergency or disaster scene. The IC will establish and maintain communication with the EOC and the response forces.

The Incident Command Post (ICP) is the on-scene area established by the incident commander to maintain direction and control of the incident. The incident commander will establish and maintain communication with the EOC. More specific information on communications is located in the Communication Annex of this plan.

1. The IC maintains operational control of the incident and reports information to the EOC.

2. Most incident operations are directed from the Incident Command Post, including communications, planning, public information and resource management.

The Mobile Command Post vehicle is a resource that can be requested by the Parker Police Department to help support incident operations. The incident commander will request the Mobile Command Post through the Communications Center.

2.8. Legal Authorities and References

The development of this plan meets the requirements for local emergency planning established under the State of Colorado Disaster Emergency Act of 1992 and also meets the requirements of other state and federal guidelines for local emergency management plans and programs. The contents of this plan are intended to provide a basis for the coordinated planning and management of the types of emergencies and disaster events most likely to occur in the Town of Parker. It will also provide the basic framework for the management of unforeseen events. Specific legal references include:

- National Response Framework
- Homeland Security Presidential Directive (HSPD) 5
- Homeland Security Presidential Directive (HSPD) 8
- Title VI of PL 93-288, as amended, entitled “The Robert T. Stafford Disaster Relief and Emergency Assistance Act”
- Title 24, Article 32, Part 2101, *et seq*., Colorado Revised Statutes, as amended; entitled the "Colorado Disaster Emergency Act of 1992"
- Town of Parker Municipal Code Section 2.03.020(e)(16)
- IGA between Douglas County jurisdictions for Disaster-Emergency Mutual Aid and Disaster-Emergency Resources Assistance (2011)

Parker Charter and Municipal Code References

Town Charter References

Section 4.1 The Mayor

The Mayor shall be the presiding officer of the Council and the recognized head of the Town government for all legal and ceremonial purposes. He shall have no vote upon any question except in the case of a tie-vote, when he shall be allowed to vote. The Mayor shall have the authority within twenty-four (24) hours to veto any ordinance or resolution passed by the Council. In the event of such a veto, the resolution or ordinance shall be void and of no effect unless the Council shall at a following regular meeting approve the ordinance or resolution by a two-thirds (2/3) majority vote of the total Council. All contracts in writing binding the Town, all conveyances of interests in land by the Town, all ordinances and resolutions, and any other documents requiring his signature shall be signed by the Mayor (or person acting as Mayor as provided in Section 3.3) except as otherwise provided by ordinance and attested by the Town Clerk under the Seal of the Town. (Amended by special election, 11/5/96)

Section 8.3 Department of Police

a. There is hereby created a Department of Police, the director of which shall be the Chief of Police who shall be an employee of the Town.

b. The Chief of Police shall be in direct command of the Department of Police. He shall assign all members of the Department to their respective posts, shifts, details and duties. He shall make rules and regulations affecting his Department, in conformity with the ordinances, resolutions and personnel policies of the Town, concerning the operation of the Department and conduct of all employees. He shall be responsible for the efficiency, discipline and good conduct of the Department and for the care and custody of all property used by the Department.

c. Before entering upon the duties of his office, every police officer, including the Chief of Police, shall take and subscribe before a judge or the Town Clerk an oath or affirmation that he will support the Constitution and the laws of the United States and of the State of Colorado, the Charter and ordinances of the Town, and will faithfully perform the duties of the office upon which he is about to enter.

d. The Department of Police shall be responsible for the preservation of public peace, prevention of crime, apprehension of criminals, protection of the rights of persons and property, the enforcement of the laws of the State and of the ordinances of the Town as provided by this Charter and all rules and regulations made in accordance therewith, and such other functions as the Mayor and Council may prescribe for public safety. All members of the Department shall have all powers with respect to the service of criminal process and the enforcement of criminal laws as are vested in police officers in the State of Colorado.

e. The Chief of Police, with approval of the Mayor, may appoint such special policemen, patrolmen or auxiliary force, with or without compensation, as may be deemed necessary, all of

whom shall have the same responsibility, functions, duties and powers as do other members of the Police Department, unless changed by the Council upon recommendation of the Mayor. However, no special policeman, patrolman or auxiliary force may assume any responsibility, function or duty of the Police Department without adequate training as described in the personnel policy for the Police Department which is approved by the Council. (Ord. 1.62 §2, 1994)

Parker Municipal Code References

Section 2.03.020(e)(16).

(e) The Town Administrator shall have the following additional functions and duties:

* * *

(16) To exercise and perform all administrative functions of the Town that are not imposed by the Charter or this Article upon some other official. Notwithstanding any other provisions in the Charter to the contrary, the Town Administrator may, in the event of an emergency, exercise complete administrative authority over any department, department head or Town employee and all Town-owned property. The Town Administrator shall determine when such emergency exists. It is the intent of this Paragraph to delegate to the Town Administrator the authority within Sections 15.14 and 15.15 of the Charter to provide for the continuity of government and to provide for the necessary organization, powers and authority to enable the timely and effective use of all available Town resources to prepare for, respond to and recover from civil emergencies, emergencies or local disasters. It is also intended to grant as broad a power as permitted within the letter of the Charter and the Town Council-Town Administrator form of government, including but not limited to, upon the declaration of an emergency, the authority to establish a curfew, order an evacuation, regulate distribution of food and water, close businesses, limit sales of alcohol, firearms and explosives, close streets, buildings and transportation routes, commandeer private property, appropriate funds, temporarily close governmental offices, including the Municipal Court, in the event that conducting court operations is not practical or prudent, and issue any order believed necessary to protect the Town. The Town Council retains the power to direct the Town Administrator during the pendency of a declaration.

Colorado Disaster Declaration Process References

Disaster Declarations usually follow these steps:

- **Local government responds**, supplemented by mutual aid from neighboring communities and volunteer agencies. If the disaster exceeds the local capabilities, the local government can request county assistance. When county resources are exhausted, the county can request state assistance.

A local government may declare a local disaster or an emergency through the principal executive officer of a political subdivision, and submit it to the state.

Why Declare a Disaster?

- To gain access to TABOR (Taxpayer Bill of Rights) emergency reserves
- To qualify for certain types of federal and state disaster assistance
- To activate local and inter-jurisdictional emergency plans and mutual assistance agreements
- To support the enactment of temporary emergency restrictions or controls (*e.g.*, curfews, price controls)
- **The state responds** with state resources as requested (and/or needed) by the local government.

The Colorado Division of Homeland Security and Emergency Management, Department of Military and Veterans Affairs, Department of Public Health & Environment, Department of Transportation, Department of Local Affairs, Department of Public Safety, Colorado State Patrol, Department of Human Services, Department of Agriculture, and the Department of Natural Resources are all examples of Colorado agencies that may respond to a disaster.

The state may declare a disaster or emergency by Executive Order or Proclamation of the Governor if the Governor finds a disaster has occurred or that this occurrence or the threat of a disaster or emergency is imminent. This frees up state TABOR reserves and Disaster Emergency funds, enables the Governor to temporarily enact or suspend state restrictions or controls, activates the state Emergency Operations Plan, and activates the state Emergency Operations Center.

- **Damage assessment.** The state can request a disaster declaration from the Governor with a preliminary damage assessment from the local government through the state Division of Homeland Security and Emergency Management in addition to Douglas County.

The state can also perform a formal federal, state, and local preliminary damage assessment with FEMA to determine if damage amounts may qualify for a presidential disaster request and therefore, federal assistance.

Note: The difference between a **disaster declaration** and an **emergency declaration** is that an emergency can be declared even though there is no disaster. An example would be the Summit of the Eight or World Youth Day. Additional resources were requested and the state Emergency Operations Plan was activated. Also, an emergency declaration is generally of lesser scope and impact than a major disaster declaration.

Sample Disaster / Emergency Declaration

WHEREAS, The Town of Parker suffered serious damage to roads, bridges, homes, businesses, and other public and private facilities caused by excessive snow melt and unreasonably heavy rains, which occurred on _____; and _____ (date)

WHEREAS, the cost and magnitude of responding to and recovering from the impact of the ensuing event is far in excess of the Town's available resources.

NOW, THEREFORE, be it resolved, that the Town Council of the Town of Parker, Colorado, declare this to be a disaster area.

DATED AT _____, COLORADO
THIS _____ DAY OF _____, (DATE)
at _____ (TIME)

_____
Mayor of the Town of Parker

NOTE: Supply two (2) copies to CDHSEM -
9195 East Mineral Avenue, Suite 200
Centennial, Colorado 80112
Fax: 720.852.6750
CDHSEM will forward one (1) copy to the Governor's Office.

GLOSSARY

For the purposes of the NIMS, the following terms and definitions apply:

Agency: A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Assessment: The evaluation and interpretation of measurements and other information to provide a basis for decision making.

Assignments: Tasks given to resources to perform within a given operational period that are based on operational objectives defined in the IAP.

Assistant: Title for subordinates of principal Command Staff positions. The title indicates a level of technical capability, qualifications and responsibility subordinate to the primary positions. Assistants may also be assigned to unit leaders.

Available Resources: Resources assigned to an incident, checked in and available for a mission assignment, normally located in a Staging Area.

Branch: The organizational level having functional or geographical responsibility for major aspects of incident operations. A branch is organizationally situated between the section and the division or group in the Operations Section and between the section and units in the Logistics Section. Branches are identified by the use of Roman numerals or by functional area.

Chief: The ICS title for individuals responsible for management of functional sections: Operations, Planning, Logistics, Finance/Administration and Intelligence (if established as a separate section).

Colorado Voluntary Organizations Active in Disaster (COVOAD): Falls under the umbrella of NVOAD (National Voluntary Organizations Active in Disaster). COVOAD works to support its membership by facilitating planning and coordination efforts among response and recovery voluntary agencies. By working together before disasters strike, COVOAD member agencies are better positioned to provide more effective services and minimize duplication.

Command: The act of directing, ordering or controlling by virtue of explicit statutory, regulatory or delegated authority.

Command Staff: In an incident management organization, the Command Staff consists of the Incident Command and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer and other positions as required, who report directly to the Incident Commander. They may have an assistant or assistants, as needed.

Continuity of Operations Plan (COOP): Continuity of Operations, as defined in the National Security Presidential Directive-51/Homeland Security Presidential Directive-20 (NSPD-

51/HSPD-20) and the National Continuity Policy Implementation Plan (NCPIP), is an effort within individual executive departments and agencies to ensure that Primary Mission Essential Functions (PMEFs) continue to be performed during a wide range of emergencies, including localized acts of nature, accidents and technological or attack-related emergencies.

Coordinate: To advance systematically an analysis and exchange of information among principals who have or may have a need to know certain information to carry out specific incident management responsibilities.

Debris Management Plan: A planning guide to provide the framework for Town government and other entities to remove debris generated during a public emergency within the Town.

Deputy: A fully qualified individual who, in the absence of a superior, can be delegated the authority to manage a functional operation or perform a specific task. In some cases, a deputy can act as relief for a superior and, therefore, must be fully qualified in the position. Deputies can be assigned to the Incident Commander, General Staff and Branch Directors.

Dispatch: The ordered movement of a resource or resources to an assigned operational mission or an administrative move from one location to another.

Division: The partition of an incident into geographical areas of operation. Divisions are established when the number of resources exceeds the manageable span of control of the Operations Chief. A division is located within the ICS organization between the branch and resources in the Operations Section.

Emergency: Absent a Presidentially-declared emergency, any incident(s), human-caused or natural, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Emergency Operations Center (EOC): The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. An EOC may be organized by major functional disciplines (*e.g.*, fire, law enforcement and medical services), by jurisdiction (*e.g.*, federal, state, regional, county, city, tribal) or some combination thereof.

Emergency Operations Plan (EOP): The "steady-state" plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

Emergency Public Information: Information that is disseminated primarily in anticipation of an emergency or during an emergency. In addition to providing situational information to the public, it also frequently provides directive actions required to be taken by the general public.

Evacuation: Organized, phased and supervised withdrawal, dispersal or removal of civilians from dangerous or potentially dangerous areas and their reception and care in safe areas.

Event: A planned, nonemergency activity. ICS can be used as the management system for a wide range of events, *e.g.*, parades, concerts or sporting events. Event Action Plans (EAP) may be developed in lieu of Incident Action Plan (IAP).

Federal: Of or pertaining to the federal government of the United States of America.

Function: Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics and Finance/Administration. The term function is also used when describing the activity involved, *e.g.*, the planning function. A sixth function, Intelligence, may be established, if required, to meet incident management needs.

General Staff: A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics Section Chief and Finance/Administration Section Chief. Each may have a deputy, as needed.

Group: Established to divide the incident management structure into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. Groups, when activated, are located between branches and resources in the Operations Section. Within the EOC, support groups may be established to assist the Sections. (See Division.)

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Incident: An occurrence or event, natural or human-caused, that requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies and other occurrences requiring an emergency response.

Incident Action Plan (IAP): An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

Incident Command Post (ICP): The field location at which the primary tactical-level, on-scene incident command functions are performed. The ICP may be co-located with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that

reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident Management Team (IMT): The IC and appropriate Command and General Staff personnel assigned to an incident.

Incident Objectives: Statements of guidance and direction necessary for selecting appropriate strategy(s) and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished or have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow strategic and tactical alternatives.

Initial Response: Resources initially committed to an incident.

Joint Information Center (JIC): A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

Jurisdiction: A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (*e.g.*, city, county, tribal, state, or federal boundary lines) or functional (*e.g.*, law enforcement, public health) Sometimes referred to as Jurisdictions Having Authority (JHA).

Liaison: A form of communication for establishing and maintaining mutual understanding and cooperation.

Liaison Officer: A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies.

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization, or in Alaska a native village or Alaska Regional Native Corporation; a rural community, unincorporated town or village, or other public entity. See Section 2 (10), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Logistics: Providing resources and other services to support incident management.

Logistics Section: The section responsible for providing facilities, services and material support for the incident.

Major Disaster: As defined under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122), a major disaster is any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm or drought) or, regardless of cause, any fire, flood or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this Act to supplement the efforts and available resources of states, tribes, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Mitigation: The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during or after an incident. Mitigation measures are often informed by lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses and the public on measures they can take to reduce loss and injury.

Mobilization: The process and procedures used by all organizations (federal, state, local and tribal) for activating, assembling and transporting all resources that have been requested to respond to or support an incident.

Multi-Agency Coordination Entity: A multi-agency coordination entity functions within a broader multi-agency coordination system. It may establish the priorities among incidents and associated resource allocations, de-conflict agency policies and provide strategic guidance and direction to support incident management activities.

Multi-Agency Coordination Systems: Multi-agency coordination systems provide the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration and information coordination. The components of multi-agency coordination systems include facilities, equipment, emergency operation centers (EOCs), specific multi-agency coordination entities, personnel, procedures and communications. These systems assist agencies and organizations to fully integrate the subsystems of the NIMS.

Mutual Aid Agreement: Written agreement between agencies and/or jurisdictions that they will assist one another on request, by furnishing personnel, equipment and/or expertise in a specified manner.

National: Of a nationwide character, including the federal, state, local and tribal aspects of governance and polity.

National Disaster Medical System: A cooperative, asset-sharing partnership between the Department of Health and Human Services, the Department of Veterans Affairs, the Department of Homeland Security and the Department of Defense. NDMS provides resources for meeting the continuity of care and mental health services requirements of the Emergency Support Function 8 in the Federal Response Plan.

National Incident Management System (NIMS): A system mandated by HSPD-5 that provides a consistent nationwide approach for federal, state, local and tribal governments; the private-sector and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity. To provide for interoperability and compatibility among federal, state, local and tribal capabilities, the NIMS includes a core set of concepts, principles and terminology. HSPD-5 identifies these as the ICS; multi-agency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

National Response Framework: A plan mandated by HSPD-5 that integrates federal domestic prevention, preparedness, response and recovery plans into one all-discipline, all-hazards plan.

Nongovernmental Organization (NGO): An entity with an association that is based on interests of its members, individuals or institutions and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Office of Emergency Management (OEM): An Office of Emergency Management is an agency at the local, state or national level that holds responsibility of comprehensively planning for and responding to all manner of disasters, whether man-made or natural. An OEM may also be requested to provide consequence management for large special events such as major gatherings, visiting dignitaries, *et al.*

Operational Period: The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually not over 24 hours.

Operations Section: The section responsible for all tactical incident operations. In ICS, it normally includes subordinate branches, divisions, and/or groups.

Planning Section: Responsible for the collection, evaluation and dissemination of operational information related to the incident and for the preparation and documentation of the IAP. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

Preparedness: The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to and recover from domestic incidents. Preparedness is a continuous process. Preparedness involves efforts at all levels of government and between government and private-sector and nongovernmental

organizations to identify threats, determine vulnerabilities and identify required resources. Within the NIMS, preparedness is operationally focused on establishing guidelines, protocols, and standards for planning, training and exercises, personnel qualification and certification, equipment certification and publication management.

Prevention: Actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector: Organizations and entities that are not part of any governmental structure. It includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry and private voluntary organizations (PVO).

Processes: Systems of operations that incorporate standardized procedures, methodologies and functions necessary to provide resources effectively and efficiently. These include resource typing, resource ordering and tracking and coordination.

Public Information Officer (PIO): A member of the Command Staff responsible for interfacing with the public and media or with other agencies with incident-related information requirements.

Qualification and Certification: This subsystem provides recommended qualification and certification standards for emergency responder and incident management personnel. It also allows the development of minimum standards for resources expected to have an interstate application. Standards typically include training, currency, experience and physical and medical fitness.

Recovery: The development, coordination and execution of service and site-restoration plans; the reconstitution of government operations and services; individual, private sector, nongovernmental, and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post incident reporting; and development of initiatives to mitigate the effects of future incidents.

Recovery Plan: A plan developed by a state, local or tribal jurisdiction with assistance from responding federal agencies to restore the affected area.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Resource Management: Efficient incident management requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under the NIMS includes mutual-aid agreements; the use of special federal, state, local and tribal teams; and resource mobilization protocols.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity and apprehending actual perpetrators and bringing them to justice.

Safety Officer: A member of the Command Staff responsible for monitoring and assessing safety hazards or unsafe situations and for developing measures for ensuring personnel safety.

Section: The organizational level having responsibility for a major functional area of incident management, *e.g.*, Operations, Planning, Logistics, Finance/ Administration, and Intelligence (if established). The section is organizationally situated between the branch and the Incident Command. Groups may be established within the EOC to support Sections.

Span of Control: The number of individuals a supervisor is responsible for, usually expressed as the ratio of supervisors to individuals. (Under the NIMS, an appropriate span of control is between 1:3 and 1:7.)

Staging Area: Location established where resources can be placed while awaiting a tactical assignment. The Operations Section manages Staging Areas.

Strategic: Strategic elements of incident management are characterized by continuous long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities; the establishment of budgets and other fiscal decisions, policy development and the application of measures of performance or effectiveness.

Strategy: The general direction selected to accomplish incident objectives set by the IC.

Technical Assistance: Support provided to state, local and tribal jurisdictions when they have the resources but lack the complete knowledge and skills needed to perform a required activity (such as mobile home park design and hazardous material assessments).

Terrorism: Under the Homeland Security Act of 2002, terrorism is defined as activity that involves an act dangerous to human life or potentially destructive of critical infrastructure or key

resources and is a violation of the criminal laws of the United States or of any state or other subdivision of the United States in which it occurs and is intended to intimidate or coerce the civilian population or influence a government or affect the conduct of a government by mass destruction, assassination or kidnapping. See Section 2 (15), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Threat: An indication of possible violence, harm, or danger.

Type: A classification of resources in the ICS that refers to capability. Type 1 is generally considered to be more capable than Types 2, 3, or 4, respectively, because of size; power; capacity; or, in the case of incident management teams, experience and qualifications.

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single IAP.

Unit: The organizational element having functional responsibility for a specific incident planning, logistics or finance/administration activity.

Volunteer: For purposes of the NIMS, a volunteer is any individual accepted to perform services by the lead agency, which has authority to accept volunteer services, when the individual performs services without promise, expectation or receipt of compensation for services performed. See, *e.g.*, 16 U.S.C. 742f(c) and 29 CFR 553.101.

Annex I - Direction and Control (ESF #5)

Lead Agency/Agencies:	**Town of Parker Police Department** **Office of Emergency Management**
Supporting Agency/Agencies:	**South Metro Fire Rescue Authority**

Purpose

To provide timely, effective and efficient direction and control of available resources in response to a natural or technological emergency or disaster.

Situation

The direction and control organization must be able to activate quickly at any time day or night, operate around the clock and deal effectively with emergency situations that range from minor to catastrophic.

Assumptions

- Many emergency situations occur with little or no warning. If warning is available, alerting the public, recommending suitable protective actions, taking preventative measures and increasing the readiness of and deploying emergency response forces may lessen the impact of some emergency situations.
- Town of Parker resources will be used to respond to emergency situations and, if needed, requests for mutual aid assistance and supplemental assistance from neighboring jurisdictions, county, state or federal agencies will be made if the Town resources become limited or expended as a result of the emergency or disaster.

Concept of Operations

- NIMS-ICS will be used as the command structure for emergency situations.
- Each disaster or emergency will be assigned a lead agency – a specific department that is responsible for overall management and coordination. The responsibilities of the lead agency include, but are not limited to:
    - Activate the EOP and declare the response level;
    - Notify key officials to include Mayor, Emergency Manager, EOC Director, Communications Center and other departments as necessary;
    - Call in personnel as directed by event.
- During all major emergencies, the Town of Parker Emergency Operations Plan (EOP) will be activated as provided for in the Plan.
- Each department is responsible for developing standard operating procedures (SOP) in response to all emergency situations.

- Each department is responsible for maintaining a current call-up list for essential employees.
- The Town of Parker Police Department Communications Center will serve as the main contact point, on a 24-hour basis, for key official notification. It will maintain a current list of all department on-call members and their phone numbers. The 24-hour phone number is 303-841-9800.
- Each department is responsible for having properly-trained members to manage their operations.
- The Incident Command Post (ICP) will be supported by the Emergency Operations Center (EOC), staff and other emergency supporting agencies as needed. This emergency organization functioning within the EOC, is designed to:
    - Maintain existing leadership and response authority and responsibility (continuity of government);
    - Provide leadership and response organization;
    - Insure a leadership and response organization when an incident requires the potential for state and/or federal assistance.
- The Emergency Operations Center (EOC) is established as the central point to which essential reports and information concerning the emergency or disaster will flow.
- The principle functions of the EOC are to:
    - Monitor potential threats;
    - Support on-scene response operations;
    - Receive, compile and display data on the emergency situation and resource status;
    - Analyze problems and formulate options for solving them;
    - Coordinate among local, state and federal agencies, if required;
    - Develop and disseminate warnings and emergency public information;
    - Coordinate damage assessments activities and assess the health and safety of the public;
    - Request external assistance from other jurisdictions, volunteer organizations, businesses or from the state and county.
- The following personnel may comprise the Emergency Operations staff:
    - Emergency Manager
    - EOC Director
    - Police Chief or designee
    - Fire Department IC or Command Staff
    - Emergency Medical Service Representative
    - Director of Engineering/Public Works or designee

    - Town Clerk
    - Town Attorney
    - Finance Director
    - Public Information Officer
    - Other staff as necessary based on the emergency event
- Authority to activate and operate the EOC
    - Town Administrator
    - Police Chief
    - Emergency Manager
    - Senior Supervisor present
- Primary EOC Location
    - The primary EOC will be the Town of Parker Police Department EOC
    - Alternate EOC location(s) may be:
        - Town of Parker Town Hall or
        - The determination to use an alternate EOC location will be made by the Emergency Manager and should be based upon the usability of the primary location and the type of emergency or disaster.
        - Public Works Operations Center ("PWOC") at 9045 Tammy Lane (northeast corner of Hess Road and Tammy Lane)

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Annex II – Communications (ESF #2)

Lead Agency/Agencies:	**Town of Parker Police Department**
Supporting Agency/Agencies:	**Douglas County Sheriff's Office** **Castle Rock Police Department** **Littleton Police Department** **Aurora Police Department** **Arapahoe County Sheriff's Office** **Colorado State Patrol**

Purpose

To provide assurance that communications during major emergencies will be maintained. To identify alternative resources should Parker Police Department's capabilities be rendered inoperable.

Situation

Communications systems are an integral part in the successful completion of any emergency or disaster type situation.

Concept of Operations

- It is recognized that some telecommunications elements of the emergency or disaster response will be established before the activation of this plan. Therefore, a pre-set formal structure is not desirable. However, the following guideline will be used:
    - In an inter-jurisdictional or multi-agency response, common radio channels between agencies will be utilized first for communications.
- The Parker Police Department EOC will have the responsibility to communicate pertinent information to all key officials.
- It is the responsibility of all departments to develop and utilize their own fan-out system.
- The Parker Police Department Communications Center will activate their emergency procedures.
- The Parker Police Department's Mobile Command Post and Regional Command Post may be set up for police and fire as necessary for interoperable communications.
    - Additional mobile communications' vehicles may be requested from the following agencies:
        - Douglas County
        - City and County of Denver
        - Arapahoe County

- City and County of Brighton
- South Metro Fire Rescue Authority

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Annex III – Warning (ESF #15b)

Lead Agency/Agencies:	**Town of Parker Police Department** **South Metro Fire Rescue Authority**
Supporting Agency/Agencies:	**Douglas County Sheriff's Office** **Castle Rock Fire Rescue** **Franktown Fire** **Elizabeth Fire** **Rattlesnake Fire** **Arapahoe County Sheriff's Office**

Purpose

To provide the resources to warn the public in a timely manner of a pending or occurring emergency or disaster.

Assumptions

- Many emergency situations occur with little or no warning. If warning is available, alerting the public, recommending suitable protective actions, taking preventative measures and increasing the readiness of and deploying emergency response forces may lessen the impact of some emergency situations.

Concept of Operations

- The Parker Police Department Communications Center will be the recipient of emergency information to be disseminated to the public.
- Warnings will be disseminated to the public via:
    - Activation of the Emergency Alert System
    - Code Red notification
    - Electronic media / social media
    - Public address system
    - Door-to-door

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Annex IV – Emergency Public Information (ESF 15a)

Lead Agency/Agencies:	**Town of Parker Police Department**
Supporting Agency/Agencies:	**Town of Parker Community Affairs Department**

Purpose

To establish responsibilities and procedures for preparation and dissemination of timely and accurate official information to the public during a major emergency or disaster.

Situation

The need for the effective collection, monitoring, management and dissemination of accurate, useful and timely public information to the media and the public during disasters and emergencies is vital in keeping the public and others informed.

Assumptions

- The public needs timely and accurate information for protection of life and property during response to, and recovery from, a disaster or emergency situation.
- The Town of Parker Public Information Officer (PIO) has the lead responsibility as the official spokesperson for all official Town statements and media releases.
- The Police Department public information officer has responsibility as the official spokesperson for emergency operation actions.

Concept of Operations

- This Annex IV will be activated whenever accurate and timely information is needed to inform the public during an emergency or disaster.
- In order to reduce confusion, control rumors and promote public confidence in emergency response efforts, a single point of contact will be established for the direct release of disaster-related information to the public via the news media during a major event.
- Disaster-related information may include information during a disaster or emergency concerning the situation and instructions to the public for obtaining disaster relief and assistance.
- This single point of contact should be designated to the EOC to give media briefings and to approve coordinated news and public information releases when the Town is in emergency response.
- In smaller incidents, a single spokesperson from the primary response department at the scene will be designated to release information about the incident.
- A Joint Information Center (JIC) may be established when there exists a need to coordinate emergency information from a large number of agencies and/or political jurisdictions.

- When a JIC is established, the Town's single point of contact shall be designated as the JIC Manager and shall coordinate the release of information through the Police Department.
- Records shall be kept of actions performed and information that is released.

Annex V – Sheltering / Mass Care (ESF #6)

Lead Agency/Agencies:	**Town of Parker Police Department** **Town of Parker Parks, Recreation and Open Space Department** **South Metro Fire Rescue Authority**
Supporting Agency/Agencies:	**American Red Cross** **Salvation Army** **Douglas County Office of Emergency Management** **Colorado Division of Homeland Security and Emergency Management** **Douglas County School District RE-1 Transportation Services**

Purpose

To provide shelter and care to disaster victims within the Town.

Situation

An emergency or disaster may cause victims to be forced from their homes. Family members may be separated immediately following an emergency or disaster, such as children in school and parents at work.

Assumptions

- Not all disaster victims will require mass care services. Some victims will go to mass shelters, others will find shelter with friends and relatives; many victims will remain with or near their damaged homes.
- Private and volunteer organizations, *i.e.*, ARC, Salvation Army, Colorado Voluntary Organizations Active in Disaster (COVOAD), etc., will provide immediate shelter, feeding and emergency first aid relief to individuals and families not normally available from government resources.

Concept of Operations

- The police and fire departments will determine the threat, magnitude and need for mass care services.
- Establish an on-scene Incident Command Post.
- The Parker Police Department will coordinate the evacuation process.
- The Parker Police Department will contact the American Red Cross who maintains formal written agreements with local schools for the use of school facilities for mass care in a disaster event.
- RTD and/or school district will supply buses for transportation if needed.

- The American Red Cross will provide for the immediate needs of sheltered residents for lodging, food, clothing and personal items.
- The Parker Police Department will provide security for the evacuated area.
- Door-to-door notifications will be made to assure evacuation is complete.
- The Police Department will provide security to the shelters if needed.
- A disaster welfare network will be set up by the American Red Cross.
- Sheltering arrangements will be made for pets by the Parker Police Department Animal Control Officer or Douglas County Animal Response Team (DCART).
- A list of evacuees and their location will be maintained by the Parker Police Department Victim Services Section.
- The Town must send a representative to each shelter. This representative will be in contact with the EOC, either by phone or radio, so occupants of the shelter may receive regular updates on the status of the emergency, the duration of their needed stay and other information relative to the incident.
- Contact will be made with Douglas County Office of Emergency Management, if necessary, to assist with additional sheltering and resource allocation.

Local designated shelters include:

Chaparral High School 15655 Brookstone Drive Parker, CO 80134 303.387.3500 Capacity: 2900 Contact: Rich Payne Director of Security Douglas County Schools Dispatch: 303.387.9999 Office: 303.387.0377 Cell: 719.290.9776	Ponderosa High School 7007 Bayou Gulch Road Parker, CO 80134 303.387.4000 Capacity: 2200 Contact: Rich Payne Director of Security Douglas County Schools Dispatch: 303.387.9999 Office: 303.387.0377 Cell: 719.290.9776

Annex VI – Health and Medical (ESF #8)

Lead Agency/Agencies:	**South Metro Fire Rescue Authority**
Supporting Agency/Agencies:	**Town of Parker Police Department** **Douglas County Coroner's Office** **Tri-County Health Department** **Parker Adventist Hospital**

Purpose

To outline the general responsibilities for providing proper care, treatment and transportation to victims of a mass casualty or mass fatality event.

Situation

Virtually any type of natural or technological disaster carries the potential for significant numbers of dead and injured.

A catastrophic event would activate the National Disaster Medical System (NDMS), causing an overflow of victims into or out of the Denver Metropolitan Area. The Disaster Mortuary Operational Response Team (DMORT) could be activated as well.

Assumptions

- Paramedics will assume the responsibility for emergency medical operations.
- Area hospitals may become overwhelmed.
- The Metropolitan Medical Response System (MMRS) may be activated to provide mutual aid and equipment.

Concept of Operations

- Preservation of life and safety of emergency workers and the public will take precedence over all activities addressed in this Annex VI.
- Personnel providing health and medical services will adhere to accepted standards of care and take appropriate protective measures.
- Emergency health and medical services programs will be administered by those agencies having day-to-day responsibility.
- Representatives at the EOC will be assigned within the Incident Command System structure and health and medical operations will be coordinated using that system.
- In a mass fatality incident, the police department will be the lead investigating agency, until such time that the incident is handed over to another qualified investigating agency, if deemed necessary.

- The police department will be responsible for investigating violations of applicable laws and for securing the scene and evidence.

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Annex VII – Resource Management (ESF #7)

Lead Agency/Agencies:	**Town of Parker Police Department** **Town of Parker Engineering/Public Works Department**
Supporting Agency/Agencies:	**All Town of Parker Town Departments** **Douglas County Office of Emergency Management** **Colorado Division of Homeland Security and Emergency Management**

Purpose

The purpose of this Annex VII is to provide a plan for effective procurement and use of human and material resources in the case of any type of emergency or disaster within the Town of Parker.

Situation

Town resources will be available during an emergency and should be used accordingly; however, as Town resources become depleted, mutual aid resources, as well as state and federal resources, may be requested. Private and contracted resources may also be procured.

Assumptions

- Shortages in Town of Parker response resources may occur in any emergency or disaster. Procedures should be maintained to identify where and how to replenish them.
- Private contractors and volunteer agencies may be willing to assist the community during an emergency or disaster. They should be identified by material or service each can provide.
- Mutual aid agreements with neighboring jurisdictions will be established and invoked as needed.
- Support is available through requests to state and federal agencies. Procedures should be maintained for accessing this support.

Concept of Operations

- Pre-emergency planning requires that each department that is assigned a responsibility in the basic plan will identify all personnel and material resources they may require and how to access or procure those resources.
- Emergency procurement procedures will be established and records maintained of all expenditures for goods, services and personnel.
- If additional resources are required, requests should be made through the Emergency Operations Center (EOC).
- All purchases and requests for additional resources require the approval of the Incident Commander and will be coordinated through the EOC.

Annex VIII – Evacuation (ESF #13b)

Lead Agency/Agencies: **Town of Parker Police Department**

Supporting Agency/Agencies:
South Metro Fire Rescue Authority
Douglas County Office of Emergency Management
Colorado Division of Homeland Security and Emergency Management
Douglas County School District RE-1 Transportation Services
Town of Parker Engineering/Public Works Department

Purpose

To put a plan in place when a disaster makes it necessary to evacuate a portion of, or the entire Town.

Situation

An emergency or disaster may cause victims to be forced from their homes and/or businesses depending on such factors as time of occurrence, area demographics, building construction, and existing weather conditions.

There are two types of evacuations that may be utilized: general and limited**.**

- A **general** evacuation would involve the relocation of a large portion of the public from a risk area. The EOC will be activated.
- A **limited** evacuation would involve the relocation of a smaller portion of the public from a risk area. The EOC may be activated.

Assumptions

- First responders (fire, police, EMS) will usually be able to recognize a situation requiring an evacuation and would initiate initial evacuation recommendations and procedures.
- This Annex VIII focuses on hazards that provide sufficient warning time to implement a planned evacuation for people identified as being at risk in the jurisdiction.
- Some residents may refuse to evacuate after being advised to do so.
- Most evacuees would try to relocate with friends or relatives or go to a hotel/motel, rather than go to a public shelter.
- Residents may try to re-enter a risk area before it is safe to do so.
- Spontaneous evacuation will occur when there is sufficient warning of the threat.
- Some owners of companion animals will refuse to evacuate unless arrangements have been made to care for their animals.

- Evacuation of people for emergency situations that occur with little or no warning will be implemented on an ad hoc basis. The individual responsible for implementing it should be the IC at the scene of the emergency, with support arranged through the EOC as necessary.
- Evacuation instructions should be based on known or assumed health risks associated with the hazard.

Concept of Operations

- The Police and Fire Departments will determine the threat, magnitude, intensity, time until onset and expected duration of the emergency, as well as the need for evacuation.
- Establish an on-scene Incident Command Post. Activate the EOC, if necessary.
- The Police and Fire Departments will coordinate the evacuation process until such time as the EOC is operational, to include:
    - Identify the number of people requiring transportation to evacuate;
    - Designate an assembly point for evacuees without their own transportation for assembly;
    - Arrange transportation for evacuees without their own vehicles;
    - Arrange shelters to house evacuees;
    - Provide evacuation information to the local media to be disseminated.
- The Parker Police Department should provide security for the evacuated area.
- Door-to-door notifications should be made to assure evacuation is complete.
- A list of evacuees and their location will be maintained.
- Contact will be made with Douglas County Office of Emergency Management, if necessary, to assist with evacuation, additional sheltering and resource allocation.
- An evacuation of the Town of Parker will impact neighboring jurisdictions and evacuation routes will need to be coordinated.
- The Town of Parker Incident Commander will designate, in cooperation with the Town's Traffic Engineer, general evacuation routes for residents to use.
- To the extent possible, provisions will be made for providing the elderly and special needs population with transportation methods, medical assistance and other related support during emergency situations.
- If there is not enough time to acquire transportation for persons without their own mode of transportation, or if there is a shortfall of vehicles for transportation, as a last resort, officials may recommend in-place sheltering.
- Able-bodied evacuees may be asked to walk to the nearest assembly point to wait for transportation.
- Access to controlled areas will be controlled by law enforcement. Law enforcement will patrol all evacuated areas unless officers are at risk.

- Re-entry into the evacuation area will only be allowed after it is determined by the appropriate officials that it is safe to do so. Technical advice from the state or federal officials may be necessary in some instances (radiological, hazardous materials type incidents, etc.)
- If all local efforts have been exhausted, assistance in evacuation operations will be requested from nearby jurisdictions or the state or federal government. Assistance requests to nearby jurisdictions should be done directly to the jurisdiction. Requests to the state or federal government should be directed to the CDHSEM, through Douglas County OEM, if possible.

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Annex IX – Communications Systems Failure Management (ESF #2)

Lead Agency/Agencies: **Town of Parker Police Communications Center**

Supporting Agency/Agencies: **Town of Parker Information Technology Department**
Douglas County Sheriff's Office Communications Center
Douglas County E-911 Emergency Telephone Authority

Purpose

Develop a plan to ensure continuity and availability of essential communications systems for the Town of Parker in the event of a massive or sustained failure of systems during a disaster.

Situation

Numerous natural and man-made disasters can affect one or multiple communications systems. It is essential for the efficient management of a major emergency disaster to provide for alternate communications systems.

Assumptions

- Specific failures of communications systems are hard to predict. The Continuity of Operations Plan shall hold specific information as to personal responsibility and equipment information.
- Should the Communications Center become uninhabitable or should all systems fail, the communications operation shall be transferred to a predetermined facility with equipment and space to provide for the Town of Parker's needs.

Concept of Operations

The Communications plan may be either a part of the Information Officer's role or linked to this role. However, during the time when an incident is in process, all aspects of the Communications plan should be cleared with the Incident Commander before any information is released. In addition to the COOP, the following will be developed by the Emergency Manager, Information Technologies and the Communications Center:

- Plans and policies for the transfer of 911 calls shall be maintained by the Communications Center.
- Radio systems shall be transferred from the Communications Center to either the Command van or to a designated radio backup call center.
- Communication mediums, include, but are not limited to, paper copy, bulletin board, press release, telephone tree, remote telephone call center, remotely stored information for retrieval by others, out-of-area contact personnel.

- Templates and samples, include, but are not limited to, canned statements and background information on key personnel, locations, suppliers, charts, graphs and diagrams and maps for complex areas that would be difficult to communicate in written or spoken form. A set of forms to track various messages and a log form to document sources of information, decisions, management approvals.
- Easy-to-understand and train other instructions, "how-to" note sheets laminated in plastic so they won't get damaged in water.
- A detailed training plan to train essential members in the organization that need to be involved in alternative communication systems.
- A testing plan and schedule periodic tests of the COOP using realistic scenarios shall be regularly conducted.

Annex X – Public Safety (ESF #7 and 13)

Lead Agency/Agencies:	**Town of Parker Police Department**
Supporting Agency/Agencies:	**South Metro Fire Rescue Authority** **Area Law Enforcement Agencies** **State Law Enforcement Agencies** **Federal Law Enforcement Agencies**

Purpose

The purpose is to establish a comprehensive, all-hazards approach to domestic-incident management across a spectrum of activities including prevention, preparedness, response and recovery; delineate the available emergency law enforcement resources for use in natural, man-made or terrorist disasters and other widespread emergencies; protect the Town from terrorist attacks and other natural and man-made hazards; save lives; protect property and apprehend lawbreakers.

This Annex X is developed as an integral part of the Town of Parker Emergency Operations Plan. It is also designed to stand alone as the Law Enforcement Emergency Plan.

This Annex X describes the systems that will be used to conduct emergency law enforcement operations prior to, and during recovery from, disasters, terrorist events and other emergencies, as well as multi-agency situations requiring prompt actions in order to protect lives and property.

Situation

This Annex X is a strategic document that provides planning guidance and outlines operational concepts for the law enforcement and investigative response to natural, man-made or terrorist disasters and other widespread emergencies.

All ESF activities will normally be coordinated from the EOC. The Parker Police Department representative located in the EOC will maintain communication with the police command center.

Upon activation of the Town Emergency Operation Center, the police department will initiate the following functions:

- Planning support: Assess and provide information concerning public safety and law enforcement services for areas affected by the emergency. Analyze disaster or potential disaster conditions; assess townwide needs and national requirements and recommend to the Town Administrator those functions that should be reduced, strengthened or maintained during the emergency period.
- Coordination: Work in coordination with other state and local agencies to ensure that services and public safety issues are coordinated throughout the Town.

- Information: Provide the EOC with information related to law enforcement problems identified throughout the Town. Verify identified problems and take actions as appropriate.
- Planning assumptions and considerations: Incidents may result in numerous casualties, fatalities, displaced people, property loss, disruption of normal life-support systems, essential public services and basic infrastructure and significant damage to the environment.

Assumptions

Top priorities for law enforcement are to:

- Save lives and protect the health and safety of the public, responders and recovery workers;
- Ensure security of the Town;
- Prevent an imminent incident, including acts of terrorism, from occurring;
- Protect critical infrastructure and key resources;
- Conduct law enforcement investigations to resolve the incident, apprehend the perpetrators, and collect and preserve evidence for prosecution and/or attribution;
- Protect property and mitigate damages and impacts to individuals, communities and the environment;
- Conduct operations that assist with the flow of traffic and conveyance, and manage crowd control;
- Coordinate a response with appropriate federal law enforcement agencies in the event of a terrorist attack.

Authorities: In accordance with HSPD-5 and other relevant statutes and directives, the Attorney General of the United States has lead responsibilities for criminal investigations of terrorist acts or terrorist threats by individuals or groups inside the United States. The Parker Police Department will work in concert with federal law enforcement to identify the perpetrators and bring them to justice, consistent with the laws of the United States, the State of Colorado, and the Town of Parker.

Concept of Operations

General:

- Law enforcement activities remain under the control of the Chief of Police or the Incident Commander.
- When a determination is made to activate the EOC, a representative from the Parker Police Department will respond. Initial assessment will include the extent of the emergency and any effects on public safety.
- The federal government has responsibility for enforcement of federal laws, though state and local officers have authority to enforce and make arrests for certain federal violations.

- In an extreme disaster emergency, the government may assume the authority with the disaster area to exercise all police power constitutionally vested in the state.
-

Responsibilities – Police Departments:

- Save lives and protect the health and safety of the public, responders and recover workers;
- Ensure security of the Town;
- Protect critical infrastructure and key resources;
- Conduct law enforcement investigations to resolve the incident, apprehend the perpetrators and collect and preserve evidence for prosecution and/or attribution;
- Protect property and mitigate damages and impacts to individuals, communities and the environment;
- Colorado Revised Statutes (C.R.S.) provide authority for chief executive officers of law enforcement agencies to request mutual aid assistance from adjacent jurisdictions at any time when the needs for law enforcement exceed available resources;
- When responding to mutual-aid requests under state law, officers of the responding agency act as officers of the requesting jurisdiction during such service;
- Requests for law enforcement support beyond those of routine mutual aid should be made through the Chief of Police;
- Coordinate a response with appropriate federal law enforcement agencies in the event of a terrorist attack.

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Annex XI – Damage Assessment (ESF #14a)

Lead Agency/Agencies:	**Town of Parker Community Development** **Town of Parker Engineering/Public Works Department**
Supporting Agency/Agencies:	**Town of Parker Information Technology Department** **Douglas County Office of Emergency Management** **Colorado Division of Homeland Security and Emergency Management**

Purpose

To provide timely and comprehensive information on the scope and impacts of a disaster and, when necessary, meet disaster declaration needs consistent with state and federal criteria.

Situation

An emergency or disaster requires an accurate assessment of the actual impact on the population and property. Such an assessment defines the severity and magnitude of loss and directs attention to the mobilization of resources necessary to cope with the situation.

State and federal disaster assistance may be required during an emergency or disaster. If such assistance is necessary, it must be based upon an accurate aggregate damage/loss estimate.

Concept of Operations

- The Town of Parker Chief Building Official and the Engineering Services Manager will begin an initial damage assessment to collect, record and report data. Information will serve as the basis for evaluating the need for disaster declaration at local, state and federal levels should such action become necessary. GIS to be used to plot the damage data.
- Implement the Town of Parker Disaster Recovery Plan, based on the Town's capability to manage disaster recovery based on the current situational analysis.
- Information and documentation compiled will be consolidated into a preliminary damage assessment report forwarded to the EOC who will report such damage to key personnel and the Colorado Division of Homeland Security and Emergency Management.
- A Disaster Declaration may be declared by the Town Administrator in order to fully mobilize resources or to enact temporary restrictions, such as curfews and price controls. Such declaration will be given prompt and general publicity and will be filed with the Town Clerk and respective Douglas County Clerk and Recorder and two copies will be forwarded to the state Office of Emergency Management (OEM). A local declaration is a precondition for state emergency assistance in most cases.

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Annex XII – Vital Records

Lead Agency/Agencies: **Parker Town Clerk's Office**

Supporting Agency/Agencies: **All Town of Parker Departments**

Purpose

To ensure that a list of vital records be maintained by all departments.

Situation

In any emergency or disaster, the continuity of government and the re-establishment of government after a situation are vital to the public. Vital records maintained by government are an essential aspect of continuity and re-establishment of operations.

Assumptions

- Government maintains various records that can include:
    - Vital statistics
    - License registers
    - Election records
    - Budget records
    - Charters
    - Official minutes
    - Criminal and court records
    - Incorporation records
    - Contracts
    - Ordinances and resolutions
    - Boundary determinations
    - Inventory of property and equipment
- Government records must be producible when requested by an official agency or the public, subject to the Colorado (Open) Records Act.

Concept of Operations

- Each department is responsible for maintaining vital records related to their respective operations.
- Each department is responsible for identifying vital records necessary for continuity of government and for the re-establishment of government before, during and after an emergency or disaster.
- Vital records should be stored in at least two (2) separate locations, with one being off site.
- Procedures for obtaining off-site records should be established and updated as necessary.

Annex XIII – Administrative Services

Lead Agency/Agencies:	**Parker Town Administrator's Office**
Supporting Agency/Agencies:	**All Town of Parker Departments** **South Metro Fire Rescue Authority** **Town of Parker Administration Staff**

Purpose

To support emergency operations with administrative resources needed for timely assessment of the financial impact of a disaster; to promptly recover voice and data systems; to effect procurement of goods, services and manpower; follow a logical system for allocation and expenditure of funds; and to keep detailed records of disaster-related expenditures.

Situation

In any emergency or disaster, administrative services, along with emergency first responders, are a vital component of the overall effective management of a situation.

Assumptions

- Administrative services will continue to provide an infrastructure for Town services and resources despite disruptions caused by an emergency.
- Initial assessment of the financial magnitude of disaster response and recovery and the extent of insurance coverage will determine the need to request state and federal financial assistance.

Concept of Operations

- Administrative services will be responsible for developing and maintaining its own detailed emergency procedures.
- Town of Parker Chief Building Official will develop a damage assessment recordkeeping system to meet post-disaster needs.
- Finance will maintain records of disaster-related expenditures to support reimbursement from insurers, state and federal agencies.
- Finance will function as principal advisor to the Town Administrator on all fiscal matters.

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Annex XIV – Debris Management (ESF #3b)

Lead Agency/Agencies: **Town of Parker Engineering/Public Works Department**
Town of Parker Parks, Recreation and Open Space Department

Supporting Agency/Agencies: **All Town of Parker Departments**

Purpose

To plan the coordination of the removal, collection and disposal of debris following a disaster, as defined in the *Town of Parker Debris Management Plan*, and to mitigate against any potential threat to health, safety and welfare of the impacted citizens.

Definitions

Phase I: consists of the clearance of the debris that hinders immediate lifesaving actions being taken within the disaster area and the clearance of that debris which poses an immediate threat to public health and safety.

Phase II: consists of the removal and disposal of that debris which is determined necessary to ensure the orderly recovery of the community and to eliminate less immediate threats to public health and safety.

Situation

Disasters precipitate a variety of debris that includes, but is not limited to, trees, sand, gravel, building construction material, vehicles, personal property, and hazardous materials.

Assumptions

- The amount of debris resulting from a disaster could exceed the Town of Parker's ability to dispose of it.
- If a state of emergency is declared, state resources may be made available to assist in the removal and disposal of debris.
- Private contractors will play a significant role in the debris removal, collection, reduction and disposal process.
- The Parks, Recreation and Open Space, and Engineering/Public Works Departments will pre-designate temporary debris storage and reduction sites, including exact location, size, and ingress and egress routes.

Concept of Operations

- The Parks, Recreation and Open Space, and Engineering/Public Works Departments will determine the extent of damage and resulting debris will be categorized for Phase I or Phase II removal.

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Annex XV – Emergency/Disaster Reporting Process

Lead Agency/Agencies: **Parker Town Administrator's Office**
Finance Department

Supporting Agency/Agencies: **All Town of Parker Departments**

Purpose

To ensure proper reporting of expenditures and other actions taken to ensure maximum reimbursement for losses and expenses incurred in the recovery process.

Situation

Prompt and accurate reporting is a must in order to ensure that local governments recover the maximum financial reimbursement for authorized disaster/emergency-related expenses and losses. It is almost impossible to document claims after the work has been done and a period of time has passed.

Assumptions

- Any disaster or emergency will come with associated costs and expenditures.
- Additional funding will be needed and/or reimbursement necessary for costs associated with a disaster or emergency.
- Current budget amounts, as well as any reserve funds, may need to be expended on the disaster or emergency.

Concept of Operations

- All departments, organizations and agencies involved in a disaster or emergency occurring within the Town of Parker will need to keep accurate records of expenditures, losses and other actions taken.
- These records will be forwarded to the Town Finance Department for tracking of overall expenditures and losses.
- Initial Report
    - Reporting disaster emergency information
    - Upon confirmation of a disaster or emergency event:
        - Activate local warning systems.
        - Implement Emergency Operations Plan (EOP).
        - Mobilize local emergency response resources.
        - Activate Town of Parker Emergency Operations Center (EOC).
        - Contact Douglas County Office of Emergency Management.

        - Contact Colorado Division of Homeland Security and Emergency Management at the 24-hour emergency telephone number (303) 279-8855.
        - Lead time is critical when contacting CDHSEM. Early warning will give the duty officer time to place response resources on standby and alert the federal government, as necessary.

- Initial Situation Assessment
    - This should be authorized by an elected official or the Town Administrator.
    - Initial decisions to mobilize and activate resources will be made on this report.
    - Assess the situation accurately and provide ongoing information flow from the field to local EOCs.
    - Provide Situation Reports from local EOCs to CDHSEM/SEOC.
    - CDHSEM will advise appropriate departments of state government and request the Governor and federal agencies to provide the necessary support.
    - Update situation reports as new information is secured.
- Initial Damage Report
    - Reporting location
    - Type of disaster/emergency
    - Area affected
    - Number of persons killed, injured or endangered
    - Damage to essential facilities
    - Damage to public property
    - Damage to private property
    - Types of assistance needed
- Recordkeeping
    - The basic rule is to maintain proof of any disaster-related expenditure.
    - Some examples are:
        - Records of overtime compensation to employees
        - Receipts and purchase orders
        - Contracts for emergency repairs
        - Equipment logs (including work site)
        - Receipts for rented or leased equipment
        - Issue slips for supplies used

- Local Declaration of Disaster Emergency

- Section 2.03.020(e)(16) of the Parker Municipal Code:

  (e) The Town Administrator shall have the following additional functions and duties:

  * * *

  (16) To exercise and perform all administrative functions of the Town that are not imposed by the Charter or this Article upon some other official. Notwithstanding any other provisions in the Charter to the contrary, the Town Administrator may, in the event of an emergency, exercise complete administrative authority over any department, department head or Town employee and all Town-owned property. The Town Administrator shall determine when such emergency exists. It is the intent of this Paragraph to delegate to the Town Administrator the authority within Sections 15.14 and 15.15 of the Charter to provide for the continuity of government and to provide for the necessary organization, powers and authority to enable the timely and effective use of all available Town resources to prepare for, respond to and recover from civil emergencies, emergencies or local disasters. It is also intended to grant as broad a power as permitted within the letter of the Charter and the Town Council-Town Administrator form of government, including but not limited to, upon the declaration of an emergency, the authority to establish a curfew, order an evacuation, regulate distribution of food and water, close businesses, limit sales of alcohol, firearms and explosives, close streets, buildings and transportation routes, commandeer private property, appropriate funds, temporarily close governmental offices, including the Municipal Court, in the event that conducting court operations is not practical or prudent, and issue any order believed necessary to protect the Town. The Town Council retains the power to direct the Town Administrator during the pendency of a declaration.

- The declaration should be made when it is determined that the needed response to a disaster or emergency event is at or beyond the normal capability of local government agencies.
- Two copies should be sent to CDHSEM, one of which will be forwarded to the Governor.

- Situation Reports
  - During any disaster or emergency operation, daily reports of threat, damage, response and needs are necessary for efficient coordination of outside resource requirements.
  - Situation reports should contain:
    - Nature of disaster/emergency/threat and current magnitude
    - Deaths and injuries (total to date)
    - Damage/potential damage
      - Utilities
      - Public property
      - Private property

- Resources committed and reserves
    - Local resources
    - Outside resources
- Volunteer activities – search and rescue, etc.
- Local government actions
    - Activation of Emergency Operation Plan
    - Staffing of EOC
    - Evacuation
    - Other information
- Additional assistance needed
- Date and time sent

o Damage Assessment

- Use to tabulate initial reports and estimate of damages

Annex XVI – Victim Services/Volunteer Coordination (ESF #7c)

Lead Agency/Agencies:	**Parker Police Victim Services Section**
Supporting Agency/Agencies:	**Douglas County Center for Mental Health** **Douglas County School District RE-1** **American Red Cross**

Purpose

To ensure that victims of a natural or crime-related disaster receive resources and support services that will minimize the emotional and physical impact of the event.

Situation

Victim Services believes victims of a community disaster are best served by an integrated approach provided by professionals who are skilled in crisis intervention and risk assessment. Victim Services also believes first responders must have familiarity with the criminal justice process and with community resources.

Concept of Operations

Victim Services will coordinate the immediate response to victims of crime or other trauma inducing tragedy, in conjunction with other responding agencies. Referrals for ongoing support, counseling and responses will be made following the initial response.

- Crisis intervention on-scene/hospitals, etc.
- Coordinate and assemble crisis intervention teams
- Assist coroner with death notifications
- Provide information/referrals and resources
- Provide debriefings

Victim Services will have a station at the Incident Command Center or direct access to it. Communication and coordination will originate from this point. Requests for law-enforcement-based advocates will be made as directed by the lead law enforcement agency's mutual aid policy.

The commanding law enforcement agency will establish a Victim Services staging area. All persons responding to aid/assist victims will report to the staging area. They will be screened for qualifications and then directed to the specific area of need.

* According to the Aviation Disaster Family Assistance Act of 1996, the American Red Cross bears primary responsibility for coordinating emergency care and support of the passengers involved in aircraft accidents and their families. In these cases, the American Red Cross will be part of the unified command system and will coordinate with Victim Services.

Acts of terrorism fall under the jurisdiction of the federal government. Victim Services will coordinate services to victims of these crimes with federal victim assistance.

Annex XVII - Animal Emergency Management (ESF #11)

Lead Agency/Agencies:	**Town of Parker Police Department Animal Control Officer**
Supporting Agency/Agencies:	**American Red Cross** **Douglas County Office of Emergency Management** **Douglas County Animal Response Team (DCART)** **Code 3 Associates**

Purpose
Develop a plan to evacuate and ensure care for animals during a major disaster emergency.

Situation
Animals of all kinds are integral parts of our society and economy. Nearly 60% of our nation's households include pets, a number greater than the number of households with children. Service animals provide augmentation to the senses of sight and sound to disabled persons, and both dogs and horses add critical capabilities to our law enforcement and emergency response community. Caring for animals helps provide meaningful stewardship experiences, helping to build responsibility within our society.

Assumptions

- The primary responsibility for evacuating and providing care for animals during an emergency rests with the animals' owners.
- Experience has shown that this is often impossible when:
    - Owners are unable to evacuate with their animals and are forced by urgent circumstances to leave them behind;
    - Owners become separated from their animals during or after an evacuation;
    - Animal shelters are not available in close proximity to human shelters so that owners can evacuate to an appropriate destination where they can continue to provide daily care.

Concept of Operations

A designated Animal Control Officer assigned by the Parker Police Department will be in communication with the Incident Commander and will be assigned to manage the animal evacuation response as needed. The Animal Control Officer will initially handle all incoming requests for:

- Small and large animal housing
- Feeding, cleaning, etc.
- Veterinary care

- Facility usage
- Evacuation options
- Displaced pet/livestock, wildlife and exotic animal assistance

The Town of Parker Animal Control Officer will provide for companion animals, livestock, research animals, exhibit animals and wildlife and provide for a rapid response to events affecting the health, safety and welfare of human beings and animals. The veterinary medicine and animal care activities (in the preparedness, mitigation, response and recovery activity phases of emergency management) include, but are not limited to:

- Small and large animal housing
- Husbandry (feeding, cleaning, etc.)
- Veterinary care
- Facility usage
- Evacuation options
- Wildlife issues
- Displaced pet/livestock, wildlife and exotic animal assistance
- Transportation of people will often necessitate transportation of companion animals, especially during emergency evacuations and rescue efforts.
- Transportation of emergency supplies of animal feeds (hay, grain and species-specific rations) may be necessary when a natural disaster has destroyed local pastures and stored feed supplies.
- Dead animal removal and disposal management support by public works

Local designated shelters for animals include:

- Denver Dumb Friends League (can take three animals from each resident)
- Tenaker Pet Care Center 303.366.2376
- Horse Protection League 303.424.0037
- PetAid Colorado Disaster Services 720-218-4692

Owners should be allowed to either shelter-in-place or immediately return to care for their animals. Livestock owners should be provided priority access to and assistance in resuming normal operations for humane care reasons and also to minimize both immediate and downstream economic impacts.

The American Red Cross assists in essential functions to provide the planning, support, resources, program implementation and emergency services that are most likely to be needed during incidents.

Appendix I – Earthquake

Lead Agency/Agencies: **Town of Parker Police Department**
South Metro Fire Rescue Authority

Supporting Agency/Agencies: **All Town of Parker Departments**
Douglas County Office of Emergency Management
Area Law Enforcement and Fire Agencies
Public Utilities
Colorado Urban Search & Rescue

Purpose

To identify the major hazards associated with earthquake disaster and community response.

Assumptions

- An earthquake could occur at any location in the state and/or Denver Metro Area, causing injuries, death and building damage and destruction.
- A major earthquake will likely cause cascading events such as fires, hazardous materials incidents and others.
- Several earthquakes have occurred in the past in the area of the Rocky Mountain Arsenal in Adams County.
- There are numerous faults within the state that may cause an earthquake.
- Mutual aid may be needed immediately.
- Amateur radio and other communication systems may need to be brought in.
- Utilities may face major disruption and hazardous situations.
- Infrastructure, such as roads, highways, bridges, may be unusable.
- Telephone communications may be nonexistent or overloaded.
- Buildings and structures may be damaged and uninhabitable.

Concept of Operations

- Conduct damage assessment.
- Activate the EOC.
- Facilitate emergency response.
- Facilitate reactivation of vital facilities.
- Protect property.
- Coordinate and liaise with other agencies.

- Maintain functional operation of all Town facilities to the extent possible.
- Investigate and assess damage to buildings, structures and property within the Town for the purpose of:
    - Identifying imminently hazardous conditions for immediate abatement.
    - Inspecting and identifying buildings and property for re-occupancy, and posting and declaring unsafe conditions.
    - Determining the cost and percentage of damage to all buildings, structures and properties.

Compile a statistical damage assessment report for distribution to Town officials, county, state and federal government agencies, media, various organizations and the general public.

Appendix II – Flood

Lead Agency/Agencies:	**Town of Parker Police Department** **Town of Parker Engineering/Public Works**
Supporting Agency/Agencies:	**All Town of Parker Departments** **South Metro Fire Rescue Authority** **Douglas County Office of Emergency Management**

Purpose

To ensure a plan is in place to respond to flooding in the Town of Parker.

Urban Drainage and Flood Control District

- The Town of Parker falls within the Urban Drainage and Flood Control District (District).
- Provides a local flood warning program in conjunction with National Weather Service (NWS).
- Messages that the District can send out:

***MESSAGE 1* (*Street Flooding Potential*)**

The M1-SFP informs key people that weather conditions are such that low impact street flooding may occur later in the day. Streets, low-lying areas, normally dry gulches, small urban streams, and recreational trails located along streams are areas most likely to be affected. Mud, debris and rock slides are the primary concern in the mountains and foothills. This product is comparable to a **NWS Hazardous Weather Outlook** concerning heavy rainfall.

MESSAGE 2 (Low Impact Flooding)

The M1-LIF informs key people that low impact flooding is either imminent or occurring. Streets, low-lying areas, normally dry gulches, small urban streams, and recreational trails located along streams are areas most likely to be affected. Mud, debris and rock slides are the primary concern in the mountains and foothills. This product is comparable to a **NWS Flood Advisory**.

MESSAGE 3 (Flash Flood Watch)

- This advisory message is to inform key people that either a Flash Flood Watch has been issued by NWS, or PMS believes that weather conditions are such that a life-threatening flash flood may occur later in the day. Significant stream flooding and property damage is possible. PMS will add any additional information that is available.

MESSAGE 4 (Flash Flood Warning)

- This warning message will be issued to inform key people that a Flash Flood Warning has been issued by NWS, or PMS feels that a life-threatening flash flood is <u>imminent or occurring</u>. Significant stream flooding and property damage is expected. PMS will add

any additional information that is available. This warning message should be disseminated as quickly as possible.

- ***MESSAGE UPDATE***
- This message will be used by PMS to update any of the previous messages. For example, this message can be used to narrow a watch or warning area as more information becomes available, or to provide more site-specific data and direction during an event.

MESSAGE 5 (All Clear)

This message cancels the flood potential status. It is issued by PMS after consultation with NWS and other entities involved with direct PMS communications.

SUPPLEMENTAL: F2P2 messages are used to notify local governments of potential (M1-SPF and M2) and imminent (M1-LIF and M3) flood threats. All F2P2 messages are designed for internal use and not intended for the public.

Assumptions

- The delivery of public flood warnings is dependent, to a large extent, upon the electronic news media (*i.e.*, radio and television) with the National Weather Service (NWS) being primarily responsible for the initial release of the warning and its content, supplemented by the aforementioned Local Flood Warning Program provided by the District.
- Local governments are also responsible for disseminating public warning information within their political boundaries.
- Flash floods on the front range can occur at any time.
- Street flooding from heavy rains or snowmelt may also occur.

Concept of Operations

- Depending upon flood threat conditions, this Appendix II may be conducted in five stages.
- ***Stage I***
  - Stormwater staff is notified of a flood issue from District.
  - Stormwater staff responds and determines if additional staff is necessary for response.
  - Stormwater staff and the police department will maintain continuous monitoring of weather conditions and alert messages from District.
  - Stormwater Utility Manager will coordinate with Director of Engineering/Public Works and decide when a Stage II activation is required.
- ***Stage II***
  - Notification of key departments/Agencies (Parks, Recreation, and Open Space, Engineering/Public Works, Police Department, Fire, Town Administrator's Office) and key individuals.

- The Town's stormwater utility staff and police and fire will maintain a continuous monitoring of all weather conditions.
- The Stormwater Utility Manager will coordinate with other departments and decide when a Stage III activation is required.
- Potential evacuation of suspected flood locations will be considered.
- Police and fire personnel will respond to the potential danger areas to warn individuals, and Engineering/Public Works staff may establish road and trail blocks.
- EOC may be activated.
- Incident command post may be established.
- Evacuation routes may need to be established.
- Determine need for diking (sandbags, earth, etc.).
- Determine available resources from outside agencies; stage if possible.

- ***Stage III***
  - Warn public through available means of public notification (See Warning Annex).
  - Evacuate public to other locations or staging areas.
  - Establish communications with Douglas County Office of Emergency Management.
  - Initiate fan-out or call-out lists.
  - Provide search and rescue operations as required.
  - Relocate essential Town services, if in the danger zone.
  - Request appropriate agencies to assist in providing temporary housing, food and shelter.
  - The EOC will be activated and staffed as necessary.
  - All support agencies will be notified.
  - Designated individuals may be dispatched to potential hazard areas to monitor and report findings.
  - Shelters and transportation will be provided for evacuees.
  - Damage assessment team will be activated if needed.
- ***Stage IV***
  - Town Administrator will declare a State of Emergency, by request.
  - Implement notification of county and state agencies.
  - Begin restoration of vital Town services.
  - Town Council will approve emergency contingency funding.

- ***Stage V***
    - The Emergency Manager will act as overall coordinator of the recovery event and coordinate disaster relief assistance with state and federal agencies.
    - Begin short- and long-term disaster recovery.

Appendix III – Hazardous Materials (ESF #10)

Lead Agency/Agencies: **South Metro Fire Rescue Authority**

Supporting Agency/Agencies:
Town of Parker Police Department
Town of Parker Stormwater Utility Division
Douglas County Sheriff's Office
Town of Parker Engineering/Public Works Department

Purpose

To protect the citizens and employees of the Town of Parker from the immediate and long-term effects of exposure to hazardous materials, and to identify the actions and responsible agencies for handling a hazardous materials incident.

Situation

There are thousands of chemicals in daily use that can cause an emergency affecting a substantial number of people. These effects include massive contamination, explosion, fire, injury and/or loss of life.

Many of these chemicals and flammable gasses are transported via air, rail and motor transport. The U.S. Department of Transportation requires adequate warning markings on the carrier vehicle; however, there are numerous exceptions.

Identification of the precise nature of the chemicals involved in a particular incident is a major problem, and care should be taken to note location, hazardous properties, characteristics and potential hazardous reactions with each other.

Assumptions

- Incidents involving hazardous materials may occur during transportation near the Town. I-70 as well as I-25 are designated routes for transporting hazardous materials.
- Numerous emergency service agencies will be called upon to assist in their area of expertise during a hazardous materials incident.

Concept of Operations

- The fire authority or department having jurisdiction will coordinate all response activities associated with a hazardous materials incident in accordance with their established SOPs, including immediate notification of stormwater personnel.
- Hazardous material accidents require early identification of the hazardous material to formulate a plan of action to handle the emergency.

  The size of the spill, characteristics of the material and potential threat determine the structure of the emergency response effort.

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Appendix IV – Winter Storm

Lead Agency/Agencies:	**Parker Parks, Recreation, and Open Space Department** **Parker Engineering/Public Works Department**
Supporting Agency/Agencies:	**All Town of Parker Departments** **South Metro Fire Rescue Authority (SMFRA)** **Douglas County Office of Emergency Management**

Purpose

To ensure essential Town services are maintained during severe winter weather. Refer also to *Town of Parker Snow and Ice Control Plan*.

Definitions: Advisories, Watches, Warnings and Emergencies

Winter Storm Advisory: Issued to inform the public that there may be an impending storm that could produce localized snow accumulation. During this period, the public should take caution while traveling due to slick or icy roadways. Typical conditions could be expected to produce freezing rain, sleet and snow accumulations up to four (4) inches. No announcement relating to parking, snow tire or chain requirements should be expected.

Winter Storm Watch: Issued to inform the public that a winter storm is in progress that is not of major significance. During this period, the public may be advised of hazardous driving conditions and advised that they may wish to leave early to avoid rush-hour conditions. Typical conditions could be expected to produce snow accumulations up to ten (10) inches with moderate drifting. No announcement relating to parking, snow tire or chain requirements should be expected.

Winter Storm Watch: Issued by the National Weather Service when there is a potential for heavy snow or significant ice accumulations, usually at least 24 to 36 hours in advance. The criteria for this watch can vary from place to place.

Winter Storm or Blizzard Warning: Issued when a major snowstorm is in progress. During this period, the public may be requested to limit travel to essential trips. The public should have four-wheel drive or have their vehicles equipped with snow tires or chains which would be adequate to allow travel in a manner that could be reasonably expected to get them to their destination without obstructing traffic. Typical conditions could include snow accumulations up to eighteen (18) inches with moderate to heavy drifting. Blizzard conditions will exist with sustained winds of 35 mph or greater.

Blizzard Warning: Issued for winter storms with sustained or frequent winds of 35 mph or higher with considerable falling and/or blowing snow that frequently reduces visibility to 1/4 of a mile or less. These conditions are expected to prevail for a minimum of 3 hours.

Winter Storm Emergency: During a declared winter storm emergency, all traffic will be discouraged, except for public safety vehicles providing services for the welfare of the general public. This warning will be issued on an extremely infrequent basis for storms that are potentially life threatening. Travel that would be allowed includes: police, fire, ambulance services and snow removal equipment, medical service and essential utilities. Employees that are essential to these services would be exempt from travel restrictions. Typical conditions may include snow accumulations of nineteen (19) inches or greater with heavy drifting. Many road closures could be expected, with only major streets serving critical services (police, fire, hospitals, etc.) being maintained.

Assumptions

- All areas of Colorado are vulnerable to major winter storms.
- Long-time residents of the area are usually well equipped to handle routine and even severe winter weather.
- Loss of utilities in the Town can create a critical situation in a short period of time for a large number of people.
- The demand for emergency services poses the greatest difficulty.
- Medical assistance may become critical.

Concept of Operations

Winter storms that occur in our area may be categorized into four basic types. The response to the storm is different for each category. The following presents information concerning these categories, the service levels maintained and the materials used for each type of storm.

- **Category I - Light**

  Predicted Snow Fall Amount: Trace – 6" Crews will respond and deploy using the pager system with the Police Department, or the ice alarm pager "system" activates.

  Service level: Maintain arterial (Priority 1) and collector (Priority 2) routes during storm. Lower priority snow routes usually do not require service, except school bus routes if 3" or greater.

  Materials: Liquid anti-icer, solid deicer, as needed.

  Road treatment primarily consists of applying anti-icing chemical, if necessary, prior to the onset of the storm. Liquid deicers may be applied only to bridges and overpasses depending upon weather conditions. Solid de-icing materials may also be used depending upon weather. Typically, these storms move out of Parker within 24 hours, and one application of the anti-icing chemical is sufficient to maintain a desired service level. (This storm category does not typically require multiple work shifts).

- **Category II - <u>Moderate</u>**

  Predicted Snowfall Amount: 6”– 10” Crews will be scheduled for shift work.

  Service Level: Maintain arterial (Priority 1), collector (Priority 2) routes and school bus routes during storm. Lower priority snow routes require service at the end of the storm.

  Materials: Liquid anti-icer, solid deicer as needed

  Storms in this category may require all available snow plows from operating divisions, including liquid chemical distributors. Heavy equipment is not required for storms at this level. Road treatment primarily consists of applying anti-icing chemicals prior to the onset of the storm and deicing chemicals as needed during the storm. Plowing may be required depending upon the weather conditions, and if required, arterial (Priority 1) snow routes are maintained throughout the storm. Lower priority routes are maintained as the storm abates or ends. Multiple work shifts are usually required for this type of storm. Additional supervision may also be necessary to manage storm response.

- **Category III - <u>Heavy</u>**

  Predicted Snowfall Amount: 10” – 18”. Crews will be scheduled for shift work.

  Service level: Maintain arterial (Priority 1) and collector (Priority 2) routes during storm. Collector (green – Priority 2) may be delayed depending upon weather conditions. Lower priority snow routes require service as soon as pick-up brigade plows and/or supplemental contractors are available.

  Materials: Liquid anti-icer, solid deicer as needed.

  Storms at this level require all available equipment including snowplows and heavy equipment. Typically, multiple work shifts over more than one day are needed to maintain the road system in passable condition. Road treatment may initially consist of applying anti-icing chemical at the onset of the storm, but typically progresses to snowplowing with spot application of solid deicers.

  During the storm, arterial (Priority 1) snow routes are the only routes maintained. Collector (Priority 2) routes are treated and/or plowed as personnel and equipment become available after the first priority routes are completed. Bus routes (Priority 3) are plowed after the arterial and collector routes are completed and as soon as resources are available.

- **Category IV - <u>Extreme</u>**

  Predicted Snowfall Amount: 18” or more. Crews will be scheduled for shift work.

  Service Level: Arterials (Priority 1) routes remain passable during storm event. Collectors (Priority 2) routes are plowed after the main arterials are fully opened and

passable. School bus routes will be cleared pending decisions to reopen local schools, and residential streets will follow as resources allow.

Materials: Liquid anti-icer and solid deicers as the storm abates.

This category includes storms with sufficient snowfall to cause major disruption in the transportation system. Major roadways, including interstate highways, may be closed. Businesses and schools may also be closed. During the storm, arterial (Priority 1) routes will remain passable. All other routes will be plowed as personnel and equipment permit, typically after snowfall has ceased. Snow removal will be required on residential streets. Storms in this category require all available Town personnel and equipment and may include contracted snow removal personnel and equipment.

The Town Administrator may declare a townwide emergency. This proclamation gives the Town Administrator the power to enact any order necessary to preserve public peace, health and safety. The EOC may be opened, and many affected directors may be requested to report to the EOC.

Department responsibilities:

- The Engineering/Public Works Department is responsible for the clearing and maintenance of all Town streets (not state highways) during the event. They are also responsible for maintaining a list of contractors that provide barricades, tree removal, debris removal and additional snow removal services.

- The Colorado Department of Transportation (CDOT) is responsible for the clearing and maintenance of State Highway 83, aka Parker Road, within the Town boundaries.

- The Parks, Recreation and Open Space Department is responsible for the maintenance of all Town facilities and the parking lots and access to these buildings.

- The Police Department is responsible for responding to traffic accidents, the enforcement of all laws and the clearing of any abandoned vehicles on all roadways.

- SMFRA is responsible for any rescue operations within its jurisdiction.

- The Department Operations Center (DOC) at the Public Works Operations Center (PWOC) will be the primary point of operations and control, unless a Town EOC is opened.

- If the Town EOC is operational, direct coordination will be made with the Douglas County EOC, if applicable.

Appendix V – Terrorism – Weapons of Mass Destruction

Lead Agency/Agencies:	**Town of Parker Police Department** **South Metro Fire Rescue Authority**
Supporting Agency/Agencies:	**Town of Parker Engineering/Public Works Department** **Parker Water and Sanitation Department** **Town of Parker Neighborhood Services** **Town of Parker Fleet Services** **Town of Parker Community Affairs Department**

Purpose

To facilitate the Town's response to threats/events relative to a terrorism or a weapons of mass destruction (WMD) event. This response must be multi-disciplinary and multi-jurisdictional and will require broad interagency planning, cooperation and coordination between federal, state and local governments.

In addition to the authorities cited in the basic plan, the following listed authorities will also be considered during a terrorism/WMD threat/event:

- Presidential Decision Directive 39 (PDD-39), the United States Policy on Counterterrorism;
- Presidential Decision Directive 62 (PDD-62), the United States Policy on Protection Against Unconventional Threats to the Homeland and Americans Overseas;
- Department of Defense (DOD) Directives and Chairman Joint Chiefs of Staff CONPLAN 0300-97.

Situation

The Town of Parker and its citizens would be at great risk resulting from a terrorist/WMD attack or threat of attack.

Mass casualties and fatalities, catastrophic damage to buildings or other types of property, contamination of buildings or property, psychosomatic responses from unaffected citizens and contamination/targeting of first responders could have a major impact on the Town's response capabilities and could place a major burden on area metropolitan hospitals.

The scope of the incident may expand geographically and may affect mutual-aid jurisdictions. Airborne agents flow with the air current and, if disseminated via ventilation systems, may carry WMD agents far from their initial source.

Assumptions

- The situation may not be recognizable as a terrorism/WMD event until there are multiple casualties.
- There may be multiple events (*e.g.*, one event in an attempt to influence another event's outcome).
- Responders should always assume that there will be secondary devices designed to harm or kill emergency personnel.
- Responders are placed at a higher risk of becoming casualties.
- The scene will always be treated as a crime scene.
- Contamination of critical facilities and large geographic areas may result.
- There will be a stronger reaction from the public than with other types of incidents.
- Time is working against responding elements. The incident can expand geographically and very quickly.
- A complex command and control situation would result utilizing Town TLOs (terrorism liaison officers (TLOs).
- Initially, public information would be received and disseminated from the Community Affairs Department, or when established, a joint information center (JIC).

Concept of Operations

General:

- The Emergency Operations Plan will be activated when responding to a known terrorism/WMD threat or event; or immediately subsequent to discovery that a threat or event is related to terrorism/WMD.
- Mutual aid and special technical assistance will be needed.
- Appropriate agencies will be notified as soon as possible to include the Colorado Division of Homeland Security and Emergency Management and Colorado Information Analysis Center (CIAC).
- All available communications will be utilized to verify and disseminate warnings. Because of the closed and secure nature, traffic via CCIC/NCIC may be assumed accurate.
- The Emergency Operations Center (EOC) and Departmental Operations Centers (DOCs) will be activated assuming they are functional and not a target of a threat. All department directors will report to the EOC for a briefing. Reallocate and/or relocate Town resources, as necessary.

Procedures: A "Hot Zone" may be established as needed.

Responsibilities:

South Metro Fire Rescue Authority:

- May resolve hazardous material issues prior to response of other agencies or resources.
- Establish Unified Command with notification to the Office of Emergency Management and all appropriate agencies;
- Perform hazard confinement and cleanup operations.
- Coordinate fire department mutual aid resources.
- Provide medical services and fire control.
- Provide a "command staff" officer for the federal joint operations command center.

Police Department/TLOs:

- May resolve on-scene suspect threats, sweeps for additional devices or other situations of a threatening nature prior to the response of other agencies or resources.
- Establish Unified Command with notification to the Office of Emergency Management and all appropriate agencies.
- Provide scene security and integrity for the incident.
- Provide emergency evacuation as needed.
- Provide for security and/or lock-down of medical facilities.
- Provide for support of the Mobile Command Vehicle and coordinate law enforcement mutual aid response resources.
- Provide a "command staff" officer for the federal joint operations command center.

Engineering/Public Works:

- Provide heavy equipment and trained operators to assist in emergency rescue/mitigation measures as determined by the IC.
- Provide dirt or other aggregates for use in runoff control.
- Assist with coordination of private resources.
- Provide barricades and traffic control devices.
- Perform other duties as necessary.

Community Affairs Department:

- Both the fire and police public information officers will initially respond to the JIC. At the request of the IC, the PIOs may be requested to respond to a safe area near the Field Command Center to coordinate media requests.

- Prepare messages for dissemination over the Emergency Alert System (EAS) when requested. These systems will be activated by Fire Dispatch (METCOM), Parker Police Communications Center, as well as authorized emergency managers.
- Coordinate, prepare and disseminate emergency public information and/or instructions as required.

Fleet Maintenance: Coordinate transportation resources for use in assisting in mass evacuation.

Appendix VI – Tornado

Lead Agency/Agencies:	**Town of Parker Police Department** **South Metro Fire Rescue Authority** **Town of Parker Engineering/Public Works Department**
Supporting Agency/Agencies:	**All Town of Parker Departments** **Douglas County Office of Emergency Management** **Area Law Enforcement and Fire Agencies** **Skyview Weather**

Purpose

To ensure a plan is in place in the event of a tornado.

Situation

If a tornado reaches the ground, its high winds and sudden drop in air pressure as it passes cause almost complete destruction of everything in its path.

Assumptions

- Citizens will be advised of potential severe weather conditions through a variety of means, including: National Oceanic & Atmospheric Administration (NOAA) radio, standard radio announcements, TV announcements, smartphone apps, and social media
- The National Weather Service (NWS) will provide tornado and severe weather warnings. Warning time will vary.

Concept of Operations

- The National Weather Service will advise the area of potential severe thunderstorm and tornado activity.
- Evacuation of Town facilities may be deemed necessary and may be called for by the Mayor, the Town Administrator, the responsible department director for the facility, the Emergency Manager or the senior supervisor on duty.
- ***Stage I – Tornado Watch / Warning***
    - The Parker Police Department Communications Center will notify key officials and field personnel of pending severe weather.
    - Tornado warnings are disseminated through all available communication systems.
- ***Stage II – Response***
    - Confirmation of a tornado touchdown, resulting in injuries and property damage.
    - The EOC will be activated and staffed as necessary by key individuals.

- All support agencies will be notified and coordination maintained throughout the emergency. Designated individuals by department may be dispatched to affected areas.
- Damage assessment team will be activated as needed.
- Direction and control of field operations will be managed through on-site command post.
- All news releases will be coordinated through the Public Information Officer.
- "All clear" messages will be initiated when the threat of an active tornado has dissipated.

- ***Stage III – State of Emergency***
  - Town Administrator by request will declare a state of emergency.
  - County and state agencies will be notified.
  - Restoration of vital Town services will begin.
  - Town Council will approve emergency contingency funding.
- ***Stage IV - Recovery***
  - The Emergency Manager will act as overall coordinator of the short-term recovery event and coordinate disaster relief assistance with state and federal agencies.
  - Short- and long-term disaster recovery will begin.
  - Activate recovery team
  - Establish a recovery manager and team for long-term recovery procedures.

Appendix VII – Civil Disturbance

Lead Agency/Agencies: **Town of Parker Police Department**

Supporting Agency/Agencies: **Area Law Enforcement Agencies**

Purpose

To facilitate the Town's response to the threat or actual event of civil disaster.

Situation

Emergency situations such as civil disturbances, looting, evacuations, active shooter situations, hostage situations, widespread power outages, etc., may cause need for specialized law enforcement activities, including outside assistance.

Citizens may gather to vocally promote or demonstrate their individual rights or group interests. These demonstrations, although normally peaceful, have the potential of turning violent and causing injury to persons and damages to property. It is therefore prudent that the Parker Police Department monitors large gatherings within the Town for the potential of becoming unruly or violent. Additionally, the police department must be prepared to handle large-scale civil unrest should it break out with little or no warning.

Assumptions

- Civil disorders can cause alteration or disruption of daily operations.
- Town employees may be in danger in normal field operations.
- Public utilities may be disrupted.
- Public information will be a vital function.
- Law enforcement activities will increase significantly during a major disaster, civil disturbance or other emergency situation.
- During an emergency situation, the Parker Police Department may be required to expand their operations beyond normal law enforcement duties to provide increased protection and security required by these conditions.

Concept of Operations

- Emergency law enforcement operations will be an expansion of normal functions and responsibilities.
- Law enforcement may be required to gather intelligence, within applicable laws, against groups that form with a potential for civil disturbance or violent activities.
- Pre-planning and using mutual aid can reasonably assure law enforcement officials that adequate support is available to counter a civil disturbance and maintain or restore order.

- Once the Town issues a "State of Emergency" proclamation, the Town has the additional authority to effectively address the situation through its applicable departments.
- The EOC may be activated for a threat or actual event.
- Mutual aid resources may be called in.
- The Colorado Division of Homeland Security and Emergency Management may be notified, as well as CIAC.

Appendix VIII – Cyber Attack Management

Lead Agency/Agencies: **Town of Parker Information Technology Department**

Supporting Agency/Agencies: **All Town of Parker Departments**

Purpose

Develop a plan to ensure business continuity and availability of essential automated systems for the Town of Parker in the event of a massive or sustained cyber systems compromise or attack.

Situation

Current events and threats from terrorists both local and foreign have attacked and threatened the information technologies of both private industry and government. To ensure that critical information is protected and retained for the efficient operation of the Town, a plan to protect such information and technologies should be implemented.

Assumptions

Mitigation and preparedness are the best defense against an attack on information technologies.

Concept of Operations

- The Town shall have the latest versions of firewall, anti-virus and spyware software technologies deployed across the enterprise.
- The Town shall have a system to monitor misuse or unauthorized/remote access of cyber systems, especially by personnel under emotional or financial strains and with access to major data and system integrity.
- The Town shall have a proactive and well-documented cyber-security training program for all personnel with potential access.
- The Town shall have rules for employees working from home to comply with information and systems security.
- The Town shall have data back-up (data redundancy) processes and policies for townwide and departmental-specific data systems.
- The Town shall have a management process to approve all cyber-technologies utilized in the organization, including, but not limited to, different systems sharing, such as data and how shared or exchanged, data protected from corruption, while allowing access to critical data under emergent conditions.
- The Town shall have policies for the interface and deployment of wireless data and voice systems communications.
- The Town shall have trained personnel for cyber-system response and recovery operations.

- The Town shall have a protocol to monitor the number of cyber-system response events involving external attacks by deliberate attempts to penetrate, and shall take appropriate protective actions.
- The Town completed a hazard vulnerability analysis of all cyber systems to determine infrastructure security improvements needed for all internal and external threats.
- The Town shall have data security exchange protocols for secure interface with authorized emergency management agencies under a unified command.
- The Town shall comply with current standards on disaster/emergency management and business continuity programs as they apply to all third-party vendors that support and supply cyber-technology services, such as offsite backup and data recovery process for the institution.
- The Town shall have a system of cyber-security audits using a scenario-based evaluation or a series of critical benchmarks approved by a multi-disciplinary committee of the Town.
- The Town shall have standards for the development and security of systems and substructures (*i.e.*, departments), including non-IT/IS staff with special levels of cyber-systems knowledge.
- The Town shall have the ability to terminate access immediately upon an employee's termination of employment.

Appendix IX – Mass Fatality

Lead Agency/Agencies:	**Town of Parker Police Department**
Supporting Agency/Agencies:	**South Metro Fire Rescue Authority** **Town of Parker Community Affairs Department** **Douglas County Coroner's Office**

Purpose

To provide direction and coordination when dealing with mass fatality incidents. This Appendix IX addresses those functions critical to supporting and facilitating response to a mass fatality incident. The lead agency and all supporting agencies will organize under the incident command system. It may fall under the operations section as a mass fatality branch, or it may fall under the logistics section as the morgue.

Policies

- Authority: C.R.S. § 30-10-606, coroner inquiry. Investigations with respect to the cause and manner of death.
- Definition: A multiple-death incident which exceeds the capability of the local coroner's office.

Situations

- Mass fatality incidents will most likely occur with no warning;
- Individual county coroner's offices will not have the capability to effectively manage the incident;
- Accurate information will be difficult to ascertain at the beginning of the incident;
- Specialized equipment will have to be requested that may not be readily available;
- Weather may play an important role in the types of resources needed.

Assumptions

- The Parker Police Department will notify the appropriate coroner's office and will assist with scene preservation;
- Incidents that are widespread may exceed the Town's capabilities to secure the scene;
- Some bodies may have to be moved in order to perform rescue and medical treatment for the injured;
- All multiple death incidents will be investigated to determine cause of death;

- The cause of death may involve criminal conduct and may require investigation by local, state or federal agencies;
- The coroner's office may rely on mutual aid from other professionals to identify and prepare victims;
- Federal and state agencies may take part in the investigation of multiple death incidents, even if criminal conduct is not involved;
- Information and media response require careful coordination due to the sensitivity of the situation;
- Special consideration will be necessary when interacting with relatives and friends of victims;
- All first responders have an obligation to preserve the scene when carrying out their duties.

Concept of Operations

General:

- All personnel responding to an incident involving multiple deaths have the responsibility to preserve the site by not disturbing anything or anyone unnecessarily.
- Under no circumstances will information pertaining to names of fatal victims be released by anyone other than the medical examiner's office.
- Personal articles, including identification, will not be removed from deceased persons, except as directed by the coroner.
- Critical incident stress debriefing will be offered to all responders.

Notification:

- The Parker Police Department will be the primary agency for mass fatality incidents.
- Security of the incident site will be coordinated by the Parker Police Department.
- The county coroner's office shall assume all responsibility for identification, preparation and transportation of the deceased.
- Public information will be coordinated through the medical examiner and designated Town public information officer.
- All first responders shall make every effort to support the investigation team by documenting as much information as possible pertaining to their initial observations, findings and actions at the scene.
- Volunteer groups, including the American Red Cross, Salvation Army and clergy may be requested to provide assistance for family, friends and workers.

Responsibilities:

Primary Agency: Parker Police Department

- Will assume the role of lead agency regarding mass fatalities;
- Control ingress and egress to the incident site;
- Notify the coroner's office and assist with the investigation;
- Secure a temporary morgue site with staff or contract personnel;
- Nonuniformed personnel requiring site access will be issued identification in compliance with the North Central Region's credentialing plan.

Support Agencies:

Fire Authority:

- Control and/or eliminate hazardous conditions;
- Assist the coroner and police with removal of bodies by providing manpower and equipment;
- Provide resource management and logistics to support operations.

Engineering/Public Works:

- Provide heavy equipment to support on-site operations.

Volunteer Groups:

- American Red Cross will provide assistance to family and friends of victims;
- Salvation Army will provide support to personnel working on the incident;
- Clergy will administer last rites and comfort family and friends of victims;
- Facilitate stress debriefing for all affected individuals as needed.

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Appendix X – Aircraft Accident

Lead Agency/Agencies:	**South Metro Fire Rescue Authority**
Supporting Agency/Agencies:	**Town of Parker Police Department** **Town of Parker Engineering/Public Works Department** **Town of Parker Neighborhood Services Department** **Town of Parker Police Department Communications Section** **Colorado Aircraft Disaster Response Team**

Purpose

To define responsibility in the event of an aircraft incident in the Town of Parker.

Situation

- The Town of Parker is at high risk for an incident involving aircraft, including private, commercial and military.
- Geographically, the Town of Parker is located near both a private airport and a busy reliever airport.

Assumptions

- An incident involving an aircraft may happen with little or no warning.
- An aircraft incident is likely to be in a densely populated area, which could cause a major impact on the resources of the Town of Parker.
- Incidents involving military aircraft must be handled with extreme caution due to the fact that live ordnance, ejection seats and hazardous materials may be involved.
- Large commercial aircraft may require specialized crash/rescue units from neighboring entities.
- The possibility exists that there may be hazardous materials involved.
- Commercial passenger aircraft will most likely be transporting a large number of individuals which would require a highly coordinated response effort of all involved groups.
- A large number of casualties and/or fatalities may be expected with this type of incident.

Concept of Operations

General:

- The Town of Parker Emergency Operations Plan will be activated when responding to all major aircraft incidents.
- Specialized response equipment may be requested from neighboring air fields to assist in the handling of these situations.
- Mutual aid may be requested from neighboring entities to assist with EMS activities, fire control and forensic assistance.
- Federal, state, local and volunteer agencies must be included in a joint cooperative effort.
- Incidents involving military aircraft will be handled by South Metro Fire Rescue Authority, until relieved by military personnel trained in the handling of military aircraft.
- If it becomes necessary to move bodies to access patients, a picture should be taken prior to movement. If it is not feasible to take a picture, then a mental note shall be made as to the location and position of the victim.
- The crash site shall be disturbed as little as possible and then only as needed for rescue and extinguishment.

Notification:

- The National Transportation Safety Board (NTSB), Federal Aviation Administration (FAA) and other required agencies will be notified that an aircraft is down in the Town limits.

Responsibilities:

Primary Agency: Fire Authority

- South Metro Fire Rescue Authority will have the lead role in providing emergency medical care to individuals involved in an aircraft incident within the Town of Parker.
- South Metro Fire Rescue Authority shall be responsible for fire control and extinguishment of all fires resulting from aircraft incidents.
- Act as lead agency and determine what level of the plan to activate.
- Shall establish Command as needed.
- Implement the Mass Casualty and/or Mass Fatality Annexes.

Support Agencies:

Colorado Aircraft Disaster Response Team

Engineering/Public Works Department

- Assist police with barricades and signaling devices.
- Provide damage assessment for Town-owned properties.
- Assist with clearing of debris from streets and alleys.

Volunteer Agencies

- Provide food, clothing, shelter and counseling for victims.
- Establish a Family Assistance Center as needed

Town Administrator

- Declare a "State of Emergency" if necessary.
- Request emergency funding from Town Council.

Police Department

- Set up a perimeter control.
- Maintain crowd control.
- Keep traffic clear to assist with the flow of emergency vehicles.

Communications Department

- Shall coordinate communication with South Metro Fire Rescue Authority, Parker Police Department and others to assist with public information.
- Shall prepare and disseminate news releases, statements and advisories.
- Shall work in conjunction with South Metro Fire Rescue Authority and the news media.
- Notify PIOs of type and location of aircraft; *i.e.*, Buckley AFB, Centennial Airport, Denver International Airport (DIA).

Neighborhood Services

- Coordinate incoming messages from community members.
- Provide translators as needed.
- Assist in determining the needs of the community involved after the scene is released by the National Transportation Safety Board (NTSB).

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PARKER
COLORADO

Request for Town Council Action

Date:	July 1, 2019
Submitted By:	Stacey Nerger, Associate Planner John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**CHAMBERS ROAD ANNEXATIONS**
	Department: **Community Development, Stacey Nerger**

EXECUTIVE SUMMARY

The Town is proposing to annex a portion of Chambers Road located between Mainstreet and Heirloom Parkway to rationalize the Town's western boundary, reflect existing Town ownership of the right-of-way (ROW) and ensure the continuity of municipal services. The area to be annexed consists of multiple properties and will require four (4) separate annexation resolutions for the following:

• Chambers Road ROW consisting of three (3) serial annexations

• Public Service Company of Colorado (PSCo) property consisting of a portion of the PSCo/Xcel utility corridor extending from the east side of Chambers Road to the western limit of the Chambers Road ROW

The purpose of the resolutions is to set the public hearing date for Town Council to consider the proposed annexations on August 19, 2019.

There is a fifth parcel that is owned by the Town (Tract P which is the remnant of the Meridian International Business Center Planned Development) that is part of this annexation, which can be annexed by ordinance without a public hearing.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and Douglas County entered into an intergovernmental agreement (IGA) in

August 2015 regarding the cost sharing of Chambers Road widening from Mainstreet to Hess Road. The Chambers Road widening and related improvements identified in the IGA were completed in 2018. As part of that IGA, the Town agreed to annex the section of Chambers Road located in unincorporated Douglas County from Mainstreet south to the Town boundary at the Heirloom (Parker Homestead) neighborhood.

The proposed annexations need to be undertaken in several steps, using a process known as serial annexation, to comply with contiguity requirements of the Municipal Annexation Act. This includes a portion of the PSCo/Xcel property which contains a high voltage electric transmission line that crosses Chambers Road from east to west in the vicinity of the Heirloom neighborhood. The PSCo/Xcel property will be zoned PF-Public Facility concurrently with the annexation to accommodate the existing utility use.

The proposed annexations also include Tract P which is owned by the Town and is located at the northeastern corner of the Mainstreet and Chambers Road intersection. Tract P is a one-half (1/2) acre property that is a remnant of the Meridian International Business Center Planned Development. It is not required for public use and the Town has committed to transferring Tract P to the adjacent Newlin Crossing Planned Development for incorporation into the commercial planning area located at the corner as provided by the annexation agreement between the Town and the owner of Newlin Crossing. Tract P will also be zoned as a part of the Newlin Crossing Planned Development concurrently with the annexation.

The resolutions, if approved by Town Council, would determine that the proposed annexations substantially comply with the requirements of Municipal Annexation Act, C.R.S. § 31-12-107(1)(a), and would set a public hearing date of August 19, 2019, for Town Council to consider the annexation of these properties into the Town.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Vicinity Map

RECOMMENDED MOTION

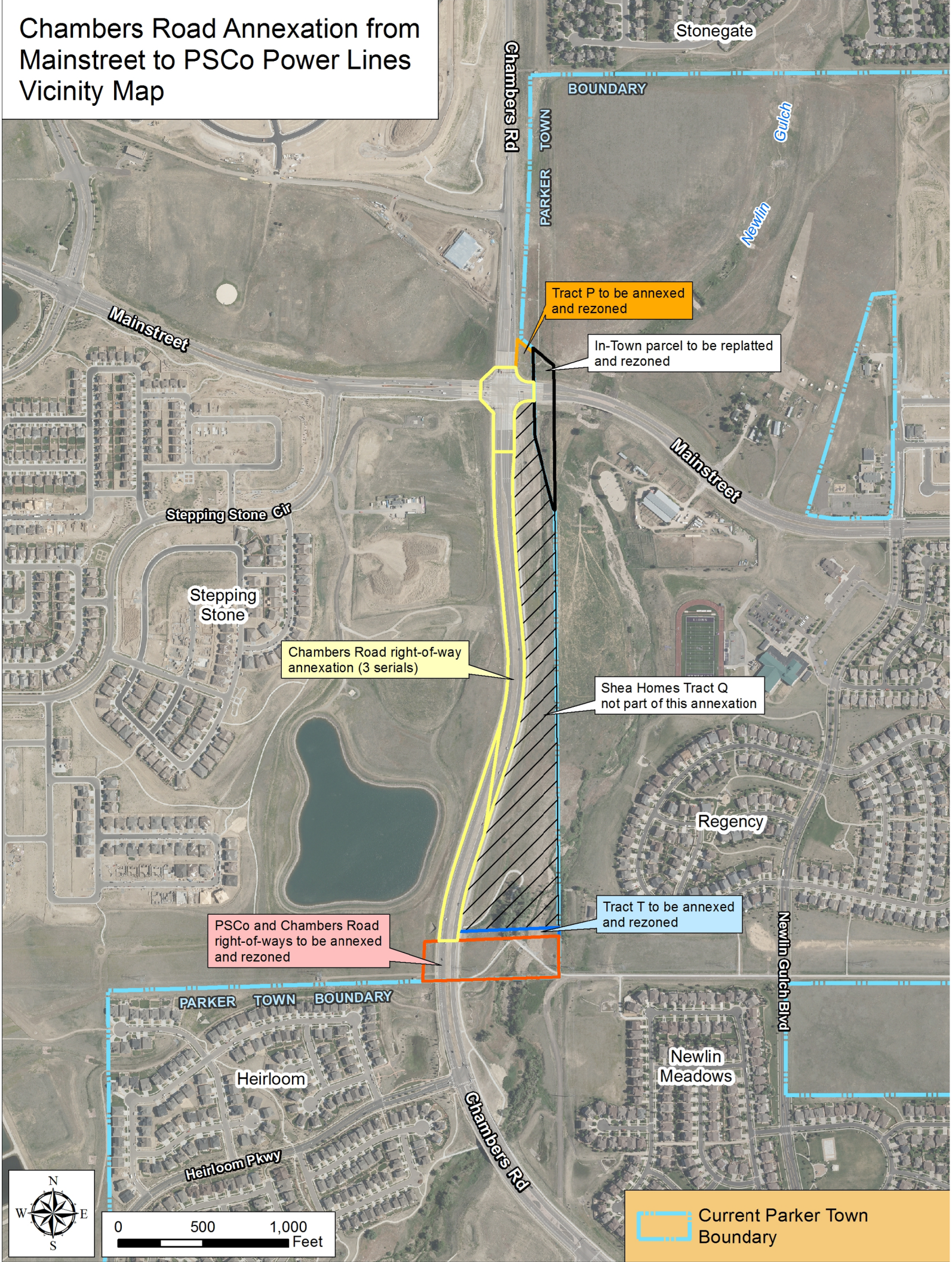
1. I move to approve Resolution No. 19-042, as part of the consent agenda.

2. I move to approve Resolution No. 19-043, as part of the consent agenda.

3. I move to approve Resolution No. 19-044, as part of the consent agenda.

4. I move to approve Resolution No. 19-045, as part of the consent agenda.

Chambers Road Annexation from Mainstreet to PSCo Power Lines Vicinity Map



RESOLUTION NO. 19-042, Series of 2019

TITLE: A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF THE CHAMBERS ROAD NO. 1 PROPERTY'S ANNEXATION PETITION WITH C.R.S. § 31-12-107 AND SETTING A PUBLIC HEARING ON AUGUST 19, 2019, FOR THE PURPOSE OF CONSIDERING SAID ANNEXATION

WHEREAS, the Town of Parker (the "Petitioner") owns certain real property in Douglas County commonly known as the Chambers Road No. 1 Property, which is described on attached **Exhibit A** (the "Real Property");

WHEREAS, pursuant to C.R.S. § 31-12-107, this Town Council, sitting as the governing body of the Town, shall determine whether the Annexation Petition is in substantial compliance with the requirements of C.R.S. § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado (the "Town"), has satisfied itself concerning the compliance for the Annexation Petition with the requirements of C.R.S. § 31-12-107(1) and must now proceed to consider the proposed annexation of the Real Property to and by the Town.

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

Section 1. The Annexation Petition for the proposed annexation of the Real Property into the Town substantially complies with the requirements of C.R.S. § 31-12-107(1).

Section 2. A public hearing on the eligibility of the Real Property to be annexed into the Town will be conducted on August 19, 2019, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Colorado Revised Statutes, Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT A

Legal Description for Chambers Road Annexation No. 1

TRACT T, AND A PORTION OF TRACT W, MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2005057700, TOGETHER WITH THE TECHNICAL PLAT CORRECTION CERTIFICATE RECORDED AT RECEPTION NO. 2006070018, ALL IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT T;

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., ASSUMED TO BEAR NORTH 00°31'09" WEST, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO:

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACTS T AND W, SOUTH 87°36'26" WEST, A DISTANCE OF 705.50 FEET TO THE SOUTHWEST CORNER OF SAID TRACT W AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2060.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 84°44'50" EAST;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT W, THE FOLLOWING THREE (3) COURSES;

1. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°26'12", AN ARC LENGTH OF 447.14 FEET;

2. NORTH 17°50'55" EAST, A DISTANCE OF 807.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1543.61 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 71°30'17" WEST;

3. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°58'24", AN ARC LENGTH OF 214.81 FEET TO A POINT OF CUSP;

THENCE DEPARTING SAID WESTERLY BOUNDARY SOUTH 09°33'52" WEST, A DISTANCE OF 839.00 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT W;

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES;

1. SOUTH 17°58'13" WEST, A DISTANCE OF 181.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1952.00 FEET;

2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°48'23", AN ARC LENGTH OF 368.16 FEET TO THE NORTHWEST CORNER OF SAID TRACT T;

THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID TRACT T THE FOLLOWING TWO (2) COURSES;

1. NORTH 87°36'26" EAST, A DISTANCE OF 590.36 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

2. ALONG SAID EAST LINE, SOUTH 00°31'09" EAST, A DISTANCE OF 50.03 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 3.149 ACRES, (137,179 SQUARE FEET), MORE OR LESS.

RESOLUTION NO. 19-043, Series of 2019

TITLE: A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF THE CHAMBERS ROAD NO. 2 PROPERTY'S ANNEXATION PETITION WITH C.R.S. § 31-12-107 AND SETTING A PUBLIC HEARING ON AUGUST 19, 2019, FOR THE PURPOSE OF CONSIDERING SAID ANNEXATION

WHEREAS, the Town of Parker (the "Petitioner") owns certain real property in Douglas County commonly known as the Chambers Road No. 2 Property, which is described on attached **Exhibit A** (the "Real Property");

WHEREAS, pursuant to C.R.S. § 31-12-107, this Town Council, sitting as the governing body of the Town, shall determine whether the Annexation Petition is in substantial compliance with the requirements of C.R.S. § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado (the "Town"), has satisfied itself concerning the compliance for the Annexation Petition with the requirements of C.R.S. § 31-12-107(1) and must now proceed to consider the proposed annexation of the Real Property to and by the Town.

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

Section 1. The Annexation Petition for the proposed annexation of the Real Property into the Town substantially complies with the requirements of C.R.S. § 31-12-107(1).

Section 2. A public hearing on the eligibility of the Real Property to be annexed into the Town will be conducted on August 19, 2019, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Colorado Revised Statutes, Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT A

Legal Description for Chambers Road Annexation No. 2

A PORTION OF TRACT W, MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2005057700, TOGETHER WITH THE TECHNICAL PLAT CORRECTION CERTIFICATE RECORDED AT RECEPTION NO. 2006070018, ALL IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN THE EAST HALF OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, WHENCE THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 BEARS NORTH 00°31'09" WEST, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO:

THENCE NORTH 27°55'59" WEST, A DISTANCE OF 524.63 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT W, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 8916.26 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 86°01'08" EAST AND THE **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT W THE FOLLOWING FIVE (5) COURSES;

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°02'32", AN ARC LENGTH OF 162.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 8952.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 88°41'58" EAST;

2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°58'14", AN ARC LENGTH OF 620.36 FEET;

3. SOUTH 05°16'16" EAST, A DISTANCE OF 305.70 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1648.00 FEET;

4. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°14'29", AN ARC LENGTH OF 668.49 FEET;

5. SOUTH 17°58'13" WEST, A DISTANCE OF 543.63 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, NORTH 09°33'52" EAST, A DISTANCE OF 839.00 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT W, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1552.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 82°39'45" WEST;

THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FIVE (5) COURSES;

1. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°36'31", AN ARC LENGTH OF 341.54 FEET;

2. NORTH 05°16'16" WEST, A DISTANCE OF 204.06 FEET;

3. NORTH 05°08'46" WEST, A DISTANCE OF 187.75 FEET;

4. NORTH 07°05'41" WEST, A DISTANCE OF 223.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 9060.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 86°41'15" EAST;

5. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°02'55", AN ARC LENGTH OF 482.05 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 89°46'42" EAST, A DISTANCE OF 120.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 4.499 ACRES, (195,988 SQUARE FEET), MORE OR LESS.

RESOLUTION NO. 19-044, Series of 2019

TITLE: A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF THE CHAMBERS ROAD NO. 3 PROPERTY'S ANNEXATION PETITION WITH C.R.S. § 31-12-107 AND SETTING A PUBLIC HEARING ON AUGUST 19, 2019, FOR THE PURPOSE OF CONSIDERING SAID ANNEXATION

WHEREAS, the Town of Parker (the "Petitioner") owns certain real property in Douglas County commonly known as the Chambers Road No. 3 Property, which is described on attached **Exhibit A** (the "Real Property");

WHEREAS, pursuant to C.R.S. § 31-12-107, this Town Council, sitting as the governing body of the Town, shall determine whether the Annexation Petition is in substantial compliance with the requirements of C.R.S. § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado (the "Town"), has satisfied itself concerning the compliance for the Annexation Petition with the requirements of C.R.S. § 31-12-107(1) and must now proceed to consider the proposed annexation of the Real Property to and by the Town.

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

Section 1. The Annexation Petition for the proposed annexation of the Real Property into the Town substantially complies with the requirements of C.R.S. § 31-12-107(1).

Section 2. A public hearing on the eligibility of the Real Property to be annexed into the Town will be conducted on August 19, 2019, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Colorado Revised Statutes, Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT A

Legal Description for Chambers Road Annexation No. 3

A PORTION OF TRACT W AND CHAMBERS ROAD AND EAST MAINSTREET, AS SHOWN ON AND DEDICATED BY, MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2005057700, TOGETHER WITH THE TECHNICAL PLAT CORRECTION CERTIFICATE RECORDED AT RECEPTION NO. 2006070018, ALL IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, WHENCE THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 BEARS SOUTH 00°31'09" EAST, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO:

THENCE NORTH 27°55'59" WEST, A DISTANCE OF 524.63 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT W AND THE **POINT OF BEGINNING**.

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 89°46'42" WEST, A DISTANCE OF 120.00 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT W, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 9060.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89°26'32" EAST;

THENCE ALONG SAID WESTERLY BOUNDARY NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°33'27", AN ARC LENGTH OF 246.27 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID CHAMBERS ROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES;

1. NORTH 43°18'10" WEST, A DISTANCE OF 114.44 FEET;
2. NORTH 02°12'50" EAST, A DISTANCE OF 109.00 FEET;
3. NORTH 47°35'48" EAST, A DISTANCE OF 114.25 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, SOUTH 89°15'24" EAST, A DISTANCE OF 120.09 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID CHAMBERS ROAD, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 81.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 86°54'01" EAST;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES;

1. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°59'56", AN ARC LENGTH OF 129.44 FEET;

2. SOUTH 87°53'57" EAST, A DISTANCE OF 26.20 FEET;

3. SOUTH 01°14'39" EAST, A DISTANCE OF 109.19 FEET;

4. NORTH 87°53'37" WEST, A DISTANCE OF 32.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 81.50 FEET;

5. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°50'12", AN ARC LENGTH OF 129.21 FEET TO THE NORTHEAST CORNER OF SAID TRACT W AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 8940.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 88°43'35" EAST;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT W, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°31'56", AN ARC LENGTH OF 239.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 2.115 ACRES, (92,145 SQUARE FEET), MORE OR LESS.

RESOLUTION NO. 19-045, Series of 2019

TITLE: A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF THE CHAMBERS ROAD AND PUBLIC SERVICE COMPANY OF COLORADO RIGHT-OF-WAY PROPERTY'S ANNEXATION PETITION WITH C.R.S. § 31-12-107 AND SETTING A PUBLIC HEARING ON AUGUST 19, 2019, FOR THE PURPOSE OF CONSIDERING SAID ANNEXATION

WHEREAS, Public Service Company of Colorado (the "Petitioner") owns certain real property in Douglas County commonly known as the Chambers Road and Public Service Company of Colorado Right-of-Way Property, which is described on attached **Exhibit A** (the "Real Property");

WHEREAS, the Petitioner submitted to the Town a Petition for Annexation (the "Annexation Petition") concerning the Real Property on June 14, 2019;

WHEREAS, pursuant to C.R.S. § 31-12-107, this Town Council, sitting as the governing body of the Town, shall determine whether the Annexation Petition is in substantial compliance with the requirements of C.R.S. § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado (the "Town"), has satisfied itself concerning the compliance for the Annexation Petition with the requirements of C.R.S. § 31-12-107(1) and must now proceed to consider the proposed annexation of the Real Property to and by the Town.

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

Section 1. The Annexation Petition for the proposed annexation of the Real Property into the Town substantially complies with the requirements of C.R.S. § 31-12-107(1).

Section 2. A public hearing on the eligibility of the Real Property to be annexed into the Town will be conducted on August 19, 2019, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Colorado Revised Statutes, Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT A

Legal Description for Chambers Road and Public Service Company of Colorado Right-of-Way Property

A PARCEL OF LAND BEING A PART OF THAT CERTAIN PARCEL AS DESCRIBED IN BOOK 154 AT PAGE 240 AND IN BOOK 157 AT PAGE 487 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 19, WHENCE THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 BEARS NORTH 00°31'09" WEST, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO:

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER AND THE SOUTHERLY BOUNDARY OF SAID CERTAIN PARCEL OF LAND, SOUTH 88°12'28" WEST, A DISTANCE OF 784.27 FEET TO THE WESTERLY BOUNDARY OF A ROADWAY EASEMENT AS DESCRIBED AT RECEPTION NO. 2009013410 IN SAID RECORDS;

THENCE DEPARTING SAID SOUTH LINE, ALONG THE SAID WESTERLY BOUNDARY, NORTH 02°31'00" EAST, A DISTANCE OF 231.88 FEET TO THE NORTHERLY BOUNDARY OF THAT SAID CERTAIN PARCEL OF LAND;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 87°33'37" EAST, A DISTANCE OF 772.03 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID EAST LINE, SOUTH 00°33'58" EAST, A DISTANCE OF 240.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 4.207 ACRES, (183,264 SQUARE FEET), MORE OR LESS.

PARKER
COLORADO

Request for Town Council Action

Date: July 1, 2019

Submitted By:

Reviewed By: Michelle Kivela, Town Administrator

Title: **CONTRACTS OVER $100,000**

EXECUTIVE SUMMARY

STAFF RECOMMENDATION

BACKGROUND/DISCUSSION

FINANCIAL IMPACT

STRATEGIC GOAL(S)

ATTACHMENTS

None

RECOMMENDED MOTION

PARKER
COLORADO

Request for Town Council Action

Date:	July 1, 2019
Submitted By:	Tom Gill, Associate Project Manager Chris Hudson, Public Works Manager
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**Kings Point Way - Cottonwood Drive to Aurora Parkway (CIP18-001)**

Amount:	**$3,054,315.00**
Contractor:	**HEI Civil**
Department:	**Engineering and Public Works, Tom Gill**

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement with HEI Civil for the Kings Point Way - Cottonwood Drive to Aurora Parkway project (CIP 18-001) for $3,054,315.00.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town publicly opened competitive bids on May 21, 2019, for the Kings Point Way - Cottonwood Drive to Aurora Parkway project (CIP 18-001). Work will include construction of approximately 2,600 feet of a new collector roadway from Cottonwood Drive to the proposed Aurora Parkway.

The Town received bids from seven (7) contractors with HEI Civil being the lowest responsible bidder. HEI Civil has successfully completed a three (3) Town projects recently. Therefore, Town staff recommends moving forward with the contract award. The bids were as follows:

1) HEI Civil - $3,054,315.00
2) Rocky Mountain Excavating- $3,313,348.55
3) Hamon Infrastructure - $3,324,000.00
4) Double R Excavating. - $3,355,512.00
5) SEMA - $3,380,075.90

6) Castle Rock Construction - $3,445,985.96
7) Concrete Express - $3,508,925.10

Engineer's Estimate - $3,020,000

Due to the continued development of the Crown Point area and the proposed Kings Point development north of Cottonwood Drive, a roadway parallel to Parker Road (State Highway 83) is needed to support the anticipated traffic. Kings Point Way will be a parallel collector roadway to the east of Parker Road to provide an alternative route for traffic and emergency services response in the area. The construction of Kings Point Way, between Cottonwood Drive on the south and the proposed Aurora Parkway on the north, will be a community enhancement to support the economic development of this area.

In 2017, the Town contractually committed to construct the entirety of Kings Point Way between Cottonwood Drive and Aurora Parkway pursuant to the annexation agreement between the Town and Douglas County Associates, LLP (the owner of the property that was annexed into the Town). With approximately two-thirds of this roadway being in Aurora, an IGA was approved earlier in 2019 with the City of Aurora to allow the Town to construct this roadway.

FINANCIAL IMPACT

Funding for this roadway improvement project has been appropriated in the Streets capital improvement (301-4310) fund.

STRATEGIC GOAL(S)

ENHANCE ECONOMIC VITALITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: July 1, 2019

Submitted By: Danny Smith, Streets Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Lincoln Avenue Extension & Auxiliary Lane (CIP 19-0013)**

Amount: **$706,380.15**
Contractor: **Brannan Sand & Gravel, Inc**
Department: **Engineering/Public Works, Danny Smith**

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement with Brannan Sand & Gravel for the Lincoln Avenue Extension Overlay and Auxillary Lane (CIP19-0013). Project consists of the addition of an auxillary lane, the roto-milling and removal of existing top mat of asphalt and placement of new hot mix asphalt pavement east of Parker Road. Project cost has been negotiated based on costs provided by Brannan Sand & Gravel utilizing the current competitively bid resurfacing project (CIP19-003).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Brannan Sand & Gravel is currently engaged in a contract with the Town for asphalt pavement resurfacing (CIP19-003). The resurfacing of Lincoln Ave extension was originally in the work plan for 2019, but was pulled due to the potential need to add an auxillary lane for safety. At the time of the original bid and contract award (Jan. 7, 2019), plans for the auxillary lane were not completed and funding was not yet identified. Currently, construction plans and funding are available. Project cost for the Lincoln Avenue Extension Overlay and Auxillary Lane was negotiated with Brannan Sand & Gravel by Town staff. Town staff feel that the cost provided is fair and reasonable as pricing was based on and compared to the existing competatively bid project (CIP19-003).

FINANCIAL IMPACT

Funding for this project has been appropriated in the Engineering & Public Works Streets

Division repair and maintenance budget in the general fund and the Highway and Streets Capital Projects roadway and safety enhancements budget.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: July 1, 2019

Submitted By: Danny Smith, Streets Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **2019 Townwide Concrete Replacement Program Contract Modification (CIP 19-006)**

Amount: **$86,000**
Contractor: **Stone & Concrete, Inc**
Department: **Engineering/Public Works, Danny Smith**

EXECUTIVE SUMMARY

This item is to award a contract modification to Stone & Concrete, Inc. for the 2019 Townwide Concrete Replacement Program (CIP 19-006) in the amount of $86,000 for a revised contract amount of $1,151,381.50

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker, through the open competitive bid process, awarded the 2019 Townwide Concrete Replacement Program (CIP19-006) to Stone & Concrete, Inc on April 15, 2019. The replacement program began in June and is expected to be completed in the fall of 2019. This annual contract has been established as a maintenance program to address repairs and improvements to concrete infrastructure throughout the Town.

The Town originally awarded the contract on April 15, 2019 in the amount of $1,065,381.50 which included a proposed sidewalk south of the Bar CCC Park parking lot area. Since that time, Town staff has identified the need for sidewalk adjacent to the Bar CCC Park parking lot on the west side of Twenty Mile Road. This additional sidewalk will eliminate gaps that would have been created due to the delay of the Bar CCC improvement project. As the contractor will be installing sidewalk along Twenty Mile Road immediately south of Bar CCC, staff recommend modifying the existing concrete contract to include the additional sidewalk. This additional work was negotiated with the contractor which includes $86,000 in additional work.

A contract modification is required to include this additional work into the original contract.

FINANCIAL IMPACT

Funding for the additional sidewalk has been appropriated and will be paid from the Bar CCC capital account within the Parks, Recreation and Open Space fund (203-4520) and the sidewalk gap closures capital account that is part of the Streets capital fund (301-4310).

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

SUPPORT AN ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: July 1, 2019

Submitted By: Bob Exstrom, Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Auburn Hills Park Project Professional Services Agreement**

Amount: **$112,218**
Contractor: **Wenk Associates**
Department: **Engineering and Public Works, Bob Exstrom**

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Wenk Associates for landscape architecture and engineering services related to the Auburn Hills Park Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On June 10, 2019, staff presented to Town Council a conceptual design, budget and schedule to improve Auburn Hills Park located at 11682 Bradbury Ranch Drive. Town Council generally supported the idea and directed staff to contract the necessary services to complete the design and construction documents. Professional services needed include: design development, engineering, entitlements, construction documentation, bidding administration and permitting efforts. Wenk has the expertise, experience and available resources to perform the required services in the time frame that is required by the schedule.

FINANCIAL IMPACT

Funding for this agreement has been appropriated in the Capital Outlay Fund (203-4520-7777).

STRATEGIC GOAL(S)

SUPPORT AN ACTIVE COMMUNITY

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: July 1, 2019

Submitted By: Danny Smith, Streets Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Asset Management Software Professional Services Agreement**

Amount: **$234,400.00**
Contractor: **Beehive Industries**
Department: **Engineering and Public Works, Danny Smith**

EXECUTIVE SUMMARY

The item is to approve a Professional Services Agreement with Beehive Industries in the amount $234,000.00. This award is for a five year (5) project term. The first year cost will be $79,400 with an annual cost of $38,750 each year for years two through five. The Engineering and Public Works Department and the Parks Department requested funding to procure a work management program in the 2019 budget process. Through a competitive proposal selection process Town staff selected Beehive Industries to provide a hosted software program.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

There is currently not a consistent method for tracking or recording pending, scheduled, or responsive work being performed by the Town. The current process does not provide accountability, scheduling, analysis, or a method for proactive and routine maintenance. The implementation of a work management program will allow managers to complete spatial analysis (GIS Map) of problems, work history and work tasks. In addition, equipment, labor, and materials cost can be tracked and summarized by specific work location, type of task, by group, or by individual asset.

The implementation of a work management program will provide improved record keeping while allowing maintenance records to be generated or queried at any time from a central repository. Maintenance records, along with a method to track and complete scheduled inspections, will improve the reliability of the Town's assets and ensure a safe community.

This system will also improve overall awareness and optimize planning which is critical for proper asset management.
The implementation of an asset management program will allow Town staff within multiple departments/division, to better serve the community with increased responsiveness. This program will provide accurate data and work records for decision making and budgeting while providing a return on investment through improved efficiencies and quality of work.

FINANCIAL IMPACT

The asset management software was approved by Town Council in the 2019 Budget. Requested and budgeted amount was $120,000 for the first year (2019) and an estimated annual cost of $25,000 for the subsequent 4 year period, for a total cost of $220,000.00. The first year cost of this contract is $84,400, which is $40,600 less than the 2019 project budget. The contract includes an annual cost of $38,750 for the subsequent 4 year period. The annual costs will need to be budgeted and appropriated in future years as part of the regular budget process.

STRATEGIC GOAL(S)

FOSTER COMMUNITY CREATIVITY AND ENGAGEMENT

INNOVATE WITH COLLABORATIVE GOVERNANCE

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: July 1, 2019

Submitted By: Rhonda Willey, Accounting Manager
Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.523.2 Second Reading**
A Bill for an Ordinance to Adopt the 2019 Budget Amendment for the Town of Parker and to Make Appropriations for the Same

EXECUTIVE SUMMARY

The purpose of this budget revision is to amend the appropriated funds for 2019.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

General Fund - The Town is refunding the 2009 COPs. As part of this transaction, $3,500,000 will be paid towards the existing principal.

There is also a budget adjustment request to add $750,000 to the budgeted sales tax revenue.

Cultural Fund - The PACE center roof has failed and requires a new one. The quote for the replacement is $230,000 of which $30,000 has already been budgeted.

FINANCIAL IMPACT

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	$ 3,500,000	$ 750,000	$ 2,750,000
Cultural Fund	200,000	100,000	100,000
Capital Reserve Replacement Fund	100,000	-	100,000
Total all funds	$ 3,800,000	$ 850,000	$ 2,950,000

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Ordinance No. 1.523.2

RECOMMENDED MOTION

I move to approve Ordinance No. 1.523.2 on second reading.

ORDINANCE NO. 1.523.2, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2019 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that Town Council may make additional appropriations by ordinance during the fiscal year for unanticipated expenditures; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget revisions are open for inspection by the public at the Town Hall.

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

Section 1. The 2019 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

Town of Parker **Exhibit A**

2019 Revised Budget Ordinance 1.523.2

1st Reading June 17, 2019

2nd Reading July 1, 2019

	Revision	2019 Revised Budget
General Fund		
Beginning fund balance (unaudited)		$ 21,031,496
Revenue		51,987,366
Revenue revision	750,000	750,000
Total revised revenue		52,737,366
Total available		73,768,862
Expenditures		54,700,794
Supplemental appropriation	3,500,000	
Total expenditure revision		3,500,000
Total revised expenditures		58,200,794
Ending fund balance		$ 15,568,068
Cultural Fund		
Beginning fund balance (unaudited)		$ 1,542,978
Revenue		5,341,099
Revenue revision	100,000	100,000
Total revised revenue		5,441,099
Total available		6,984,077
Expenditures		6,606,428
Supplemental appropriation	200,000	
Total expenditure revisions		200,000
Total revised expenditures		6,806,428
Ending fund balance		$ 177,649

Town of Parker **Exhibit A**

2019 Revised Budget Ordinance 1.523.2

1st Reading June 17, 2019

2nd Reading July 1, 2019

	Revision	2019 Revised Budget
Capital Facility Reserve Fund		
Beginning fund balance (unaudited)		$ 2,037,680
Revenue		32,000
Revenue revision	-	-
Total revised revenue		32,000
Total available		2,069,680
Expenditures		-
Supplemental appropriation	100,000	
Total expenditure revisions		100,000
Total revised expenditures		100,000
Ending fund balance		$ 1,969,680

Town of Parker **Exhibit A**

Summary of Revisions to 2019 Budget Ordinance 1.523.2

1st reading 06/17/2019

2nd reading 07/01/2019

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	$ 3,500,000	$ 750,000	$ 2,750,000
Cultural Fund	200,000	100,000	100,000
Capital Reserve Replacement Fund	100,000	-	100,000
Total all funds	$ 3,800,000	$ 850,000	$ 2,950,000

Town of Parker **Exhibit A**
Detail of Supplemental Revisions to 2019 Budget Ordinance 1.523.2
1st reading 06/17/2019
2nd reading 07/01/2019

Expenditures

General Fund

Pay down for the 2009 COP refunding	3,500,000
Total General Fund expenditure supplemental revision	**$3,500,000**

Cultural Fund

PACE Center roof replacement	200,000
Total Cultural Fund expenditure supplemental revision	**$200,000**

Capital Facility Reserve Fund

Transfer to Cultural for roof repair	100,000
Total Recreation Fund expenditure supplemental revision	**$100,000**

Total expenditure supplemental revision	**$3,800,000**

Revenues

General Fund

Sales Tax	750,000
Total General Fund revenue supplemental revision	**$750,000**

Cultural Fund

Transfer from Capital Reserve Replacement Fund	100,000
Total Cultural Fund revenue supplemental revision	**100,000**

Total revenue supplemental revision	**$850,000**

PARKER
COLORADO

Request for Town Council Action

Date: July 1, 2019

Submitted By: Jim Gilbert, Fleet/Facilities Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Repairs to PACE Center Roof**

Amount: **$230,000**
Contractor: **Exterior Solutions**

EXECUTIVE SUMMARY

The existing roof over the Theater at the PACE Center Facility has failed. The roof needs to be repaired to prevent damage to the Facility. The membrane is no longer adhered to the concrete substructure. Facility Maintenance is prepared to contract with Exterior Solutions to replace the existing membrane with a fully adhered PVC roof membrane. This solution provides three additional layers of material above the existing concrete substructure. The solution will provide the town with a new 20-year warranty on the roof inclusive of a 99 mile per hour wind rider. The quote from Exterior Solutions for this work is $196,425. An additional $33,575 in provisional funds are included to address any unforeseen repairs required to the concrete substructure or project as a whole. The work is scheduled to occur during the planned closure of this facility from August 5, 2019 through August 15, 2019.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The PACE Center was constructed in 2011. The roof system installed over the Theater consisted of a lightweight concrete deck and a 60-mil thick EPDM (Ethylene Propylene Diene Monomer) roof material. This roof material is typically adhered with a mastic which is applied and spread per the manufacture. The roof system was warrantied up to a 55 mile per hour wind rating.

In February 2019, Facility Maintenance inspected the roof after a wind storm and noted that a large portion (>80%) of the roof was no longer adhered. Facility Maintenance protected further damage to the facility by ballasting the roof with sand bags.

Facility Maintenance attempted to work with the manufacture and the Town's insurance agent on a solution. Both entities denied responsibility. The manufacturer stated that due to winds in excess of 55 miles per hour the warranty was not being honored. The Town's insurance denied the claim indicating that it did not appear to be caused by a one-time event.

In lieu of this information, Facility Maintenance obtained proposals from two companies to perform repairs to the roof. Exterior Solutions' proposal provided a comprehensive and financially responsible solution. Upon receiving the proposals, Facility Maintenance inquired with Exterior Solutions if they had existing contracts, which included Cooperative bid language. Exterior Solutions provided pricing for this project based on their existing contract with the City of Greeley with Cooperative language.

FINANCIAL IMPACT

The funding for this project will include $30,000 included in the 2019 budget, plus an additional $200,000 that is part of a budget revision that will be considered by Town Council prior to this contact award. The funding for this repair project is within the Cultural Capital fund.

STRATEGIC GOAL(S)

SUPPORT AN ACTIVE COMMUNITY

ENHANCE ECONOMIC VITALITY

PROMOTE A SAFE AND HEALTHY COMMUNITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

I move to approve the staff recommendation for this contract.

PARKER
COLORADO

Request for Town Council Action

Date: July 1, 2019

Submitted By: Jacob James, Stormwater Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.291- Second Reading**
A Bill for an Ordinance Approving the Agreement Regarding Final Design and Construction of Fee-In-Lieu Drainage and Flood Control Improvements for Green Acres Tributary at Compark Village South (Agreement No. 19-06.01, Project No. 107382) By and Between Urban Drainage and Flood Control District and the Town of Parker

Department: **Engineering/Public Works, Jacob James**

EXECUTIVE SUMMARY

The purpose of this agreement with the Urban Drainage and Flood Control District is to transfer funds received from the developer to the District. The funds will be used to design improvements to the Green Acres Tributary located on the Compark South property. Design and construction of the improvements is an obligation of the developer and providing these funds to the District satisfies this Town requirement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The developer of the Compark South property previously designed improvements to the Green Acres Tributary as a part of the approved minor development plat. The improvements as designed were not subject to federal permitting during the submittal process as the drainageway was determined to be non-jurisdictional by the U.S. Army Corps of Engineers. After the Town approved the project, the U.S. Army Corps of Engineers reversed the jurisdictional determination and is now requiring a 404 permit. The improvements that were previously designed do not comply with the requirements of the 404 permit and the developer has opted to provide funds to Urban Drainage in order to design the project within the guidelines of the 404 permit requirements. This agreement provides the terms for the District's use of the funds

provided by the developer, through the Town.

FINANCIAL IMPACT

The funds in the amount of $478,747 will be provided by the developer, therefore, no financial impact to the Town.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Ordinance No. 9.291

RECOMMENDED MOTION

I move to approve Ordinance No. 9.291 on second reading.

ORDINANCE NO. 9.291, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AGREEMENT REGARDING FINAL DESIGN AND CONSTRUCTION OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR GREEN ACRES TRIBUTARY AT COMPARK VILLAGE SOUTH (AGREEMENT NO. 19-06.01, PROJECT NO. 107382) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT AND THE TOWN OF PARKER

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

Section 1. The Town Council of the Town of Parker hereby approves the Agreement Regarding Final Design and Construction of Drainage and Flood Control Improvements for Green Acres Tributary at Compark Village South (Agreement No. 19-06.01, Project No. 107382) by and between Urban Drainage and Flood Control District and the Town of Parker, 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 _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT 1

AGREEMENT REGARDING
FINAL DESIGN AND CONSTRUCTION
OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
GREEN ACRES TRIBUTARY AT COMPARK VILLAGE SOUTH
TOWN OF PARKER

Agreement No. 19-06.01
Project No. 107382

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

WITNESSETH:

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

WHEREAS, PARTIES participated in a joint planning study titled "Happy Canyon Creek Major Drainageway Plan" by Muller Engineering Company, Inc. dated March 2014 (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with the design and construction of drainage and flood control improvements for Green Acres Tributary and the E-470 Pond (hereinafter called "PROJECT"); and

WHEREAS, TOWN now desires to utilize developer funding to design and construct PLAN improvements; and

WHEREAS, DISTRICT, on behalf of TOWN, shall manage the design and construction of PROJECT for an administrative fee to cover the additional project management costs for PROJECT; and

WHEREAS, the Town Council of TOWN by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

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

1. SCOPE OF THIS AGREEMENT

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

2. SCOPE OF PROJECT

   A. Final Design. PROJECT shall include the final design of improvements in accordance with the engineer's scope, fee, and schedule, as shown on Exhibit B. Specifically, the final design of facilities shall extend from approximately E-470 to 4,000 feet upstream, as shown on Exhibit A

   B. Construction. PROJECT shall include construction, establishment of vegetation, and permit monitoring by DISTRICT of the drainage and flood control improvements as set forth in the design and through final acceptance of permitting and vegetation establishment obligations.

Establishment and permit monitoring includes stream management and revegetation for establishment and weed management to comply with all federal, state, and local stormwater management permits and mitigation requirements under Section 404 of the Federal Clean Water Act and project goals.

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

3. PUBLIC NECESSITY

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

4. PROJECT COSTS AND ALLOCATION OF COSTS

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

1. Final design services
2. Delineation, description and acquisition of required rights-of-way/easements
3. Construction of improvements
4. Contingencies mutually agreeable to PARTIES
6. Administrative Fee

B. It is understood that PROJECT costs as defined above are not to exceed $478,747 without amendment to this Agreement.

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

	PROJECT ITEM		AMOUNT
1.	Final design	$	456,897
2.	Right of way	$	-0-
3.	Construction	$	-0-
4.	Contingencies	$	-0-
	Sub Total	$	456,897
	ADMINISTRATIVE ITEM		
5.	Final Design Administrative Fee	$	21,850
6	Construction Administrative Fee	$	-0-
	Sub Total	$	21,850
	Grand Total	$	478,747

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

5. MANAGEMENT OF FINANCES

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

Project Payment by TOWN of $478,747 shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. PROJECT payment shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

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

1. Final Design. The administrative fee is based on a standard one-time charge for final design start-up and close-out cost, plus a monthly final design management cost. The monthly final design management cost will be the rate below per months PROJECT is in design.

Final Design Start-up Cost	$2,400
Monthly Final Design Management	$1,645 per month
Final Design Close-out Cost	$3,000

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

Under $500,000	8%
$1,000,000 - $1,500,000	4%
$1,500,000 - $2,000,000	3%
$2,000,000 - $3,500,000	2.0%
$3,500,000 - $5,000,000	1.5%

$5,000,000 - $10,000,000	1.0%
$10,000,000 - $15,500,000	0.7%
$15,500,000 - $20,000,000	0.6%

6. CONCEPTUAL AND FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for TOWN. Payment for final design services shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

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

A. Preparation of a work plan schedule identifying the timing of major elements in the design;

B. Preparation of detailed construction plans and specifications;

C. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;

D. Preparation of an appropriate construction schedule.

E. If the engineer that prepared the field-ready construction documents is selected to perform construction observation, and the contractor to construct the improvements is selected using DISTRICT's Best Value Selection process the engineer shall seal the construction documents, otherwise the construction documents shall be provided to TOWN unsealed.

7. RIGHT OF WAY OR NON-REVOCABLE EASEMENT

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

A. Coordination of Right-of-Way or Non-revocable Easement Acquisition. TOWN shall acquire the right-of-way or non-revocable easement only after receiving prior approval of DISTRICT.

B. Ownership of Property and Limitation of Use. TOWN shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that will diminish or preclude its use for drainage and flood control purposes. TOWN may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, TOWN disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use of any portion or all of the

properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement; and TOWN has not obtained the written approval of DISTRICT prior to such action, TOWN shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at TOWN's sole expense.

8. MANAGEMENT OF CONSTRUCTION

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

B. Construction Management and Payment

1. DISTRICT, with the concurrence of TOWN, shall administer and coordinate the construction-related work as provided herein.
2. DISTRICT, with concurrence of TOWN, shall select and award construction contract(s).
3. DISTRICT shall require the contractor to provide adequate liability insurance that includes TOWN. The contractor shall be required to indemnify TOWN. Copies of the insurance coverage shall be provided to TOWN.
4. DISTRICT, with assistance of TOWN, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of TOWN, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to TOWN on a weekly basis. DISTRICT shall retain an engineer to perform all or a part of these duties.
5. DISTRICT, with concurrence of TOWN, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
7. DISTRICT shall review and approve contractor billings. DISTRICT shall remit payment to contractor based on billings.

8. DISTRICT, with concurrence of TOWN, shall prepare and issue all written change or work orders to the contract documents.
9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
10. DISTRICT shall provide TOWN a set of reproducible "as-built" plans.

C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

9. MAINTENANCE

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

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

10. FLOODPLAIN REGULATION

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

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

11. TERM OF AGREEMENT

Despite the date that this Agreement is signed by PARTIES, the term of this Agreement shall commence upon the earlier of the date of final execution by all PARTIES or December 31 of the year that it is tendered to TOWN for execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at

DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.B. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

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

13. CONTRACTING OFFICERS

A. The contracting officer for TOWN shall be the Public Works and Engineering, 20120 East Mainstreet, Parker, Colorado 80138.

B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.

C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or TOWN. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with TOWN the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from TOWN needed to complete PROJECT in a timely manner. TOWN agrees to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to TOWN.

15. AMENDMENTS

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

16. SEVERABILITY

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

17. APPLICABLE LAWS

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

18. ASSIGNABILITY

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

19. BINDING EFFECT

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

20. ENFORCEABILITY

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

21. TERMINATION OF AGREEMENT

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

22. PUBLIC RELATIONS

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

23. NO DISCRIMINATION IN EMPLOYMENT

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

24. APPROPRIATIONS

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

25. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that

any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. *et seq*. The following language shall be included in any contract for public services:

A. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

B. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

D. CONTRACTOR shall not enter into a contractor with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contact with an illegal alien to perform work under this Agreement.

E. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.

F. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

G. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontracctor performing work under this Agreement knowingly employs or contract with an illegal alien, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

H. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.

I. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C.

Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.

27. GOVERNMENTAL IMMUNITIES

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

28. INTENT OF AGREEMENT

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

29. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

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

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

B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

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

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By_____

Name Ken A. MacKenzie

Title Executive Director

Date_____

_____
Checked By

TOWN OF PARKER

(SEAL)

By_____
Mike Waid

ATTEST:

Title Mayor

_____
Carol Baumgartner, Town Clerk

Date_____

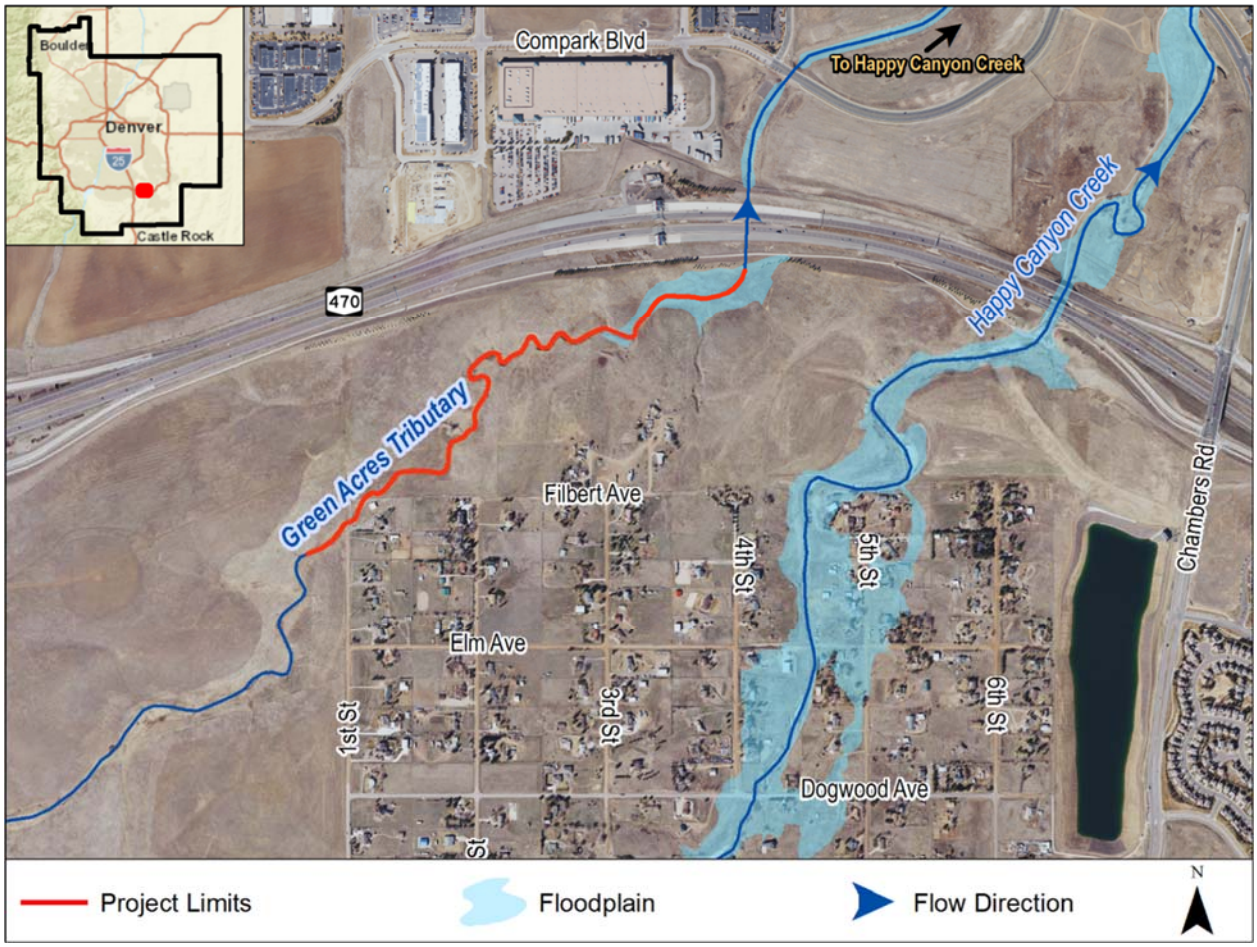
APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

AGREEMENT REGARDING
FINAL DESIGN AND CONSTRUCTION
OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
GREEN ACRES TRIBUTARY AT COMPARK VILLAGE SOUTH
TOWN OF PARKER

Agreement No. 18-10.14
Project No. 107382

Exhibit A



PARKER
COLORADO

Request for Town Council Action

Date: July 1, 2019

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-052**
A Resolution to Approve the Mutual Release and Settlement, by and between the Town of Parker, Colorado, and South Metro Fire Rescue Fire Protection District

Department: **Town Attorney, Jim Maloney**

EXECUTIVE SUMMARY

The purpose of this agenda item is for the Town Council to approve the Mutual Release and Settlement Agreement (the "Agreement"), by and between the Town of Parker, Colorado (the "Town") and South Metro Fire Rescue Fire Protection (the "District").

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The District as Plaintiff, PAR as Defendant, and the Town of Parker, MSSL-Mainstreet, LLC, Parker AL, LLC, RIG Cottonwood, LLC, and Parker Flats, LLC, as Intervenors, have been involved in litigation in Douglas County District Court Case No. 2017CV030549, Division 5, involving the District's challenge to the urban renewal process in the Town of Parker (the "Litigation"). The Town and the District desire to finally resolve the Litigation by addressing impacts to the District that are created by new development in the Town.

The Town commissioned an impact fee study by TischlerBise (the "Town Study"), and further evaluated the Town Study as a basis for seeking voter approval of an excise tax to be imposed by the Town to offset the costs of new development within the Town (the "Town Excise Tax"). The District similarly commissioned an impact fee study by TischlerBise to address impacts to the District's ability to provide public safety services as a result of new development within the Town (the "District Study"), which District Study is specifically authorized by C.R.S. § 29-20-104.5.

Under C.R.S. § 29-20-104.5 the Town and the District are authorized to cooperate regarding offsetting the impacts of new development on fire and emergency services providers such as the District. As a result, the Town and the District desire to enter into the Agreement and include as a component of the Town Excise Tax an excise tax for public safety services, subject to Town voter approval (the "Public Safety Services Component"), which Public Safety Services Component would be remitted by the Town to the District on an annual basis for a minimum of twenty (20) years. For the reason that the Town Excise Tax, including the Public Safety Services Component, is subject to voter approval by the registered electors of the Town at an election to be conducted on November 5, 2019, the Town and the District desire to conditionally resolve the Litigation through the Agreement, subject to the conditions contained in the Agreement.

FINANCIAL IMPACT

The Town will be obligated to collect and pay the Public Safety Services Component to the District.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Mutual Release Agr South Metro Ord apprv 20190701

RECOMMENDED MOTION

I move to approve Resolution No. 19-052.

RESOLUTION NO. __19-052__, Series of 2019

TITLE: A RESOLUTION TO APPROVE THE MUTUAL RELEASE AND SETTLEMENT AGREEMENT BY AND BETWEEN THE TOWN OF PARKER, COLORADO, AND SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT

WHEREAS, the Town of Parker, Colorado (the "Town"), South Metro Fire Rescue Fire Protection District (the "District"), along with MSSL-Mainstreet, LLC, Parker, AL, LLC, RIG Cottonwood, LLC, Parker Flats, LLC, and the Parker Authority for Reinvestment, have been involved in litigation in Douglas County District Court Case No. 2017CV030549, Division 5 (the "Litigation");

WHEREAS, the Town and the District, by the attached agreement (the "Agreement"), and the remaining entities set forth above by separate agreement, seek to finally resolve the Litigation; and

WHEREAS, the Town Council desires to approve the Mutual Release and Settlement Agreement.

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

Section 1. The Town Council of the Town of Parker hereby approves the Mutual Release and Settlement Agreement, which is attached hereto as **Exhibit 1** and incorporated herein.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT 1

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT (the "Agreement") is made effective this _____ day of _____, 2019, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the "Town"), and the South Metro Fire Rescue Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to C.R.S. § 32-1-101, *et seq.* (the "District"). The Town and the District may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. The District as Plaintiff, the Town, along with MSSL-Mainstreet, LLC, Parker, AL, LLC, RIG Cottonwood, LLC, Parker Flats, LLC, as Intervenors, and the Parker Authority for Reinvestment, as Defendant, have been involved in litigation in Douglas County District Court Case No. 2017CV030549, Division 5 involving the District's challenge to the implementation of urban renewal plans within the Town undertaken by the Town (the "Litigation");

B. The Town and the District by this Agreement, and the remaining entities set forth above by separate agreement, seek to finally resolve the Litigation by execution of this Agreement and other related settlement agreements by the other Parties to the Litigation as more particularly described below;

C. The Town has commissioned an impact fee study by TischlerBise (the "Town Study"), and has further evaluated the Town Study as a basis for seeking voter approval of an excise tax to be imposed by the Town to offset the costs of new development within the Town (the "Town Excise Tax");

D. The District has similarly commissioned an impact fee study by TischlerBise (the "District Study"), which District Study is specifically authorized by C.R.S. § 29-20-104.5;

E. The Town and the District are cognizant of the specific statutory authority contained in C.R.S. § 29-20-104.5 to cooperate regarding offsetting the impacts of new development on fire and emergency services providers such as the District;

F. The Town and the District desire to include as a component of the Town Excise Tax an excise tax for "public safety services," subject to Town voter approval (the "Public Safety Services Component"); which Public Safety Services Component would be remitted by the Town to the District on quarterly basis for a minimum of twenty (20) years;

G. Because the Town Excise Tax, including the Public Safety Services Component is subject to voter approval by the registered electors of the Town at an election to be conducted on November 5, 2019, the Parties desire to conditionally resolve the Litigation through this Agreement, and subject to the conditions set forth below;

H. The Parties to this Agreement have reached an amicable resolution with respect to all of the claims between them that have been or could have been asserted in the Litigation

regarding the implementation of the urban renewal plans of the Town by the Parker Authority for Reinvestment, and the District's objection thereto; and

I. Upon satisfaction of the conditions set forth below, the Parties agree to a dismissal of all claims made in the Litigation, with prejudice.

AGREEMENT

In consideration of the foregoing Recitals, which are specifically incorporated herein by this reference and made a part of this Agreement, the releases, and promises set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement mutually covenant and agree as follows:

1. **Mutual Release of Claims with Prejudice**. Upon satisfaction of the conditions set forth below in Sections 2, 3, and 4A the Town and the District hereby release and forever discharge each other, their elected and appointed officials, agents, employees, attorneys, successors, and assigns from any and all claims, damages, demands, causes of action and liabilities of any kind or nature, known or unknown, which were or could have been asserted in the Litigation or arising out of or in any way related to the adoption and implementation, through the date of this Agreement, by the Town and the Parker Authority for Reinvestment of the Town's three urban renewal plans existing as of the date of this Agreement; the Parker Central Area Reinvestment Plan, as modified dated October 19, 2015; the Cottonwood Plan, as modified dated October 19, 2015; and the Parker Road Plan, as modified dated October 19, 2015.

2. **Obligations of the Town**. The obligations of the Town are as follows:

A. The Town shall consider and adopt the following ordinances, and seek voter approval of the Town Excise Tax as follows:

i. The Town shall consider and adopt the ordinance in substantially and materially the form attached hereto as **Exhibit A**, and incorporated herein by this reference, which ordinance submits a ballot question to the registered electors of the Town seeking approval of the Town Excise Tax, which Town Excise Tax includes the Public Safety Services Component (the "Ballot Question Ordinance");

ii. The Town shall further consider and adopt the ordinance in substantially and materially the form attached hereto as **Exhibit B**, and incorporated herein by this reference, which ordinance approves the Town Excise Tax, which Town Excise Tax includes the Public Safety Services Component (the "Excise Tax Ordinance"), subject to voter approval of the registered electors of the Town of the Ballot Question Ordinance;

iii. If the Town does not finally adopt either Ballot Question Ordinance or the Excise Tax Ordinance by August 5, 2019, this Agreement shall be deemed

to be invalidated, and the Mutual Release of Claims with Prejudice in Section 1 is and shall be withdrawn by the Town and the District; and

iv. If the Town finally adopts the Ballot Question Ordinance and the Excise Tax Ordinance, but the registered electors of the Town do not approve the Town Excise Tax which includes the Public Safety Services Component, this Agreement shall be deemed to be invalidated, and the Mutual Release of Claims with Prejudice in Section 1 is and shall be withdrawn by the Town and the District upon certification of such election results showing that the registered electors of the Town did not approve the Town Excise Tax.

B. If the conditions set forth in subsection A of this Section 2 of this Agreement are satisfied, the Town agrees to the following disbursement of the Public Safety Services Component of the Town Excise Tax:

i. The Town shall remit the Public Safety Services Component of the Town Excise Tax to the District no less frequently than quarterly, within 45 days of the end of the quarter within which it was paid to the Town, for a minimum term of twenty (20) years, which amounts shall be remitted to the District by the Town at the end of the first quarter of each year following the year such Town Excise Tax is collected. The Public Safety Services Component of the Town Excise Tax may continue beyond 20 years, unless (1) terminated at the request of the Town or the District; or (2) modified by subsequent agreement of the Town and the District.

ii. The amount of the Public Safety Services Component of the Town Excise Tax shall upon commencement of the Town Excise Tax, be as follows:

Single Family dwelling:	$583.00;
Attached dwelling:	$376.00;
Dwelling unit within an apartment building:	$338.00; and
Nonresidential:	½ of the $0.37/square foot excise tax collected by the Town.

The amounts set forth above shall further be adjusted annually utilizing the Colorado Construction Cost Index set by the Colorado Department of Transportation or equivalent index reflecting annual changes in local construction costs. During the term of this Agreement, if the Town Council in the exercise of its legislative authority proposes for voter approval of the registered electors of the Town an increase in the Town Excise Tax, the Town Council may also increase the Public Safety Services Component; provided that the increase is based on an amendment to the District Study.

3. **Obligations of the District**.

A. The District shall consider and adopt the resolution in substantially and materially the form attached hereto as **Exhibit C**, and incorporated herein by this reference, which resolution supports the Town's Excise Tax ballot question and the resolution of the Litigation as more particularly described in Exhibit C.

B. The District shall use its portion of the Town Excise Tax for the provision of public safety services within the Town in accordance with the Excise Tax Ordinance.

4. **Additional Provisions**.

A. As a condition of the District's obligation within this Agreement becoming operative, all the other Intervenors and the Parker Authority for Reinvestment shall execute a Mutual Release and Settlement Agreement similar to this Agreement with the District and containing a mutual release of claims with prejudice similar to that contained in Section 1 hereof, by August 5, 2019. If such agreements with all such Intervenors are not executed by such date, this Agreement shall be deemed to be invalidated, and the Mutual Release of Claims with Prejudice in Section 1 is and shall be withdrawn by the Town and the District.

B. Upon satisfaction by the Town of the adoption of the Ballot Question Ordinance and the Excise Tax Ordinance, the Town and the District agree to seek a stay of the Litigation through and including the date of the certification of the election results for the approval of the Town Excise Tax.

C. If the registered electors of the Town approve the Town Excise Tax, this Agreement shall be in full force and effect, and the Parties agree to the filing of a Stipulation of Dismissal with Prejudice of the Litigation in the form attached hereto as **Exhibit D** and incorporated herein by this reference.

D. If the registered electors of the Town do not approve the Town Excise Tax, this Agreement is and shall be deemed withdrawn by both the Town and the District, and the Parties shall thereafter resume the Litigation.

5. **Representations and Warranties**. Each Party represents and warrants that it has the sole right and exclusive authority to execute this Agreement and that it has not sold, assigned, transferred or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in, or released by, this Agreement. Each Party warrants and represents to the other that the signatory has full power and authority to enter into this Agreement, to bind the party for whom the signatory signs, has carefully and fully read this Agreement, understands the contents thereof, and has signed his/her name as their own free act. The Parties also warrant that they have sought and received any necessary advice and explanation from their attorneys.

6. **Voluntary Agreement**. The Parties agree and acknowledge that they are freely and voluntarily entering into this Agreement, that they have been afforded the opportunity to obtain

the advice of legal counsel of their choice with regard to this Agreement, that they have read and understood the same in its entirety, and that they have not relied upon any representations or statements by any person other than as expressly stated in this Agreement. The Parties also agree and acknowledge that the execution of this Agreement is not the result of any duress, whether economic or otherwise. Each Party further agrees and acknowledges that no representations or agreements which are not set forth herein have been made to induce them to enter into this Agreement or in connection with the subject matter hereof.

7. **Entire Agreement**. This Agreement shall not be amended, supplemented or modified except by an instrument in writing signed by the Parties to this Agreement.

8. **Drafting**. It is acknowledged that all Parties to this Agreement have participated in the drafting of this Agreement, each with the assistance of counsel, and it is agreed that any claim as to ambiguity shall not be construed for or against either Party as a result of such drafting. The terms of this Agreement are contractual, not a mere recital, and are the result of negotiations among all Parties.

9. **Additional Documents**. The Parties agree to cooperate fully and execute any and all supplementary documents and to take any additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

10. **No Waiver**. The acceptance of any performance by a Party which does not comply strictly with the terms in this Agreement shall not be deemed to be a waiver or release by the accepting Party of any future breach or failure to comply.

11. **Severability**. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby, except that if any provision of Sections 1, 2, 3, or 4A of this Agreement is deemed to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall not be valid and enforceable.

12. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Exclusive venue for any action arising out of or related to this Agreement shall be in Douglas County, Colorado.

13. **Counterparts**. This Agreement may be executed in two or more signature counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute but one and the same instrument. Executed facsimile copies of this Agreement and executed copies of this Agreement transmitted electronically in .pdf or similar format shall be treated as originals.

14. **Survival of Representations**. Except as otherwise provided in this Agreement, the agreements, releases, representations, promised, warranties and acknowledgments contained herein shall survive the execution and delivery of this Agreement and the dismissal with prejudice of the Litigation.

IN WITNESS WHEREOF, the Parties are voluntarily executing this Agreement, which is effective as of the date and year set forth above.

TOWN OF PARKER, COLORADO

By:_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, CMC, Town Clerk

SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT

By:_____
Laura Simon, Chairman

ATTEST:

_____
Ronda Scholting, Secretary

APPROVED AS TO FORM ONLY:

By: _____
Murray I. Weiner, Esq., Attorney
for the Town of Parker

By: _____
Robert G. Cole, Esq., Attorney
for the South Metro Fire Rescue
Fire Protection District

EXHIBIT A

ORDINANCE NO. 1.534, Series of 2019

TITLE: A BILL FOR AN ORDINANCE SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 5, 2019, SPECIAL ELECTION TO RAISE ADDITIONAL REVENUE THROUGH AN INCREASE IN THE EXCISE TAX IMPOSED ON NEW RESIDENTIAL DEVELOPMENT

WHEREAS, the Town Council of the Town of Parker has determined that it is necessary to raise additional revenue to provide services to new residential development in the Town;

WHEREAS, the Town proposes to raise such revenue through an increase in the excise tax imposed on new residential development;

WHEREAS, the imposition of an excise tax requires voter approval pursuant to Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the Town wishes to obtain present voter approval for the future annual adjustment of the excise tax, such adjustment to be tied to the Colorado Construction Cost Index set by the Colorado Department of Transportation.

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

Section 1. The following ballot question shall be placed on the ballot of the November 5, 2019, special election of the Town of Parker for consideration by the registered electors:

Question 1.

SHALL THE TOWN OF PARKER TAXES BE INCREASED $7,500,000 IN 2020 AND ANNUALLY THEREAFTER BY SUCH AMOUNTS AS MAY BE COLLECTED BY AN INCREASE IN THE LEVY OF THE DEVELOPMENT EXCISE TAX ON NEW RESIDENTIAL CONSTRUCTION IN AN AMOUNT OF $5,191 FOR EACH NEW SINGLE-FAMILY DWELLING, $2,348 FOR EACH NEW ATTACHED DWELLING AND $1,953 FOR EACH NEW APARTMENT DWELLING; SUCH TAXES TO BE COLLECTED AT THE TIME A BUILDING PERMIT IS ISSUED FOR SUCH NEW RESIDENTIAL CONSTRUCTION;

AND SHALL THE PROCEEDS OF SUCH TAXES BE USED FOR STREETS, PARKS AND RECREATION, LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES, AND ADMINISTRATIVE FACILITIES FOR THE TOWN OF PARKER;

AND SHALL ANY PORTION OF THE PROCEEDS OF ALL DEVELOPMENT EXCISE TAXES BE USED FOR PUBLIC SAFETY SERVICES, AS PROVIDED IN TOWN OF PARKER ORDINANCE NO. 8.20.4.

AND SHALL THE DEVELOPMENT EXCISE TAX OF THE TOWN BE ADJUSTED ANNUALLY IN AN AMOUNT EQUAL TO THE PERCENTAGE CHANGE IN THE COLORADO CONSTRUCTION COST INDEX SET BY THE COLORADO DEPARTMENT OF TRANSPORTATION OR EQUIVALENT INDEX REFLECTING ANNUAL CHANGES IN LOCAL CONSTRUCTION COSTS;

AND SHALL THE PROCEEDS OF SUCH TAXES AND INVESTMENT INCOME THEREON CONSTITUTE VOTER-APPROVED REVENUE CHANGES AND BE COLLECTED AND SPENT BY THE TOWN WITHOUT REGARD TO ANY EXPENDITURE, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

Yes _____ No _____

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 _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT B

ORDINANCE NO. 8.20.4, Series of 2019

TITLE: A BILL FOR AN ORDINANCE REPEALING CHAPTER 4.11 OF THE PARKER MUNICIPAL CODE, ENTITLED IMPACT FEES, AND AMENDING CHAPTER 4.07 OF THE PARKER MUNICIPAL CODE, ENTITLED DEVELOPMENT EXCISE TAX, SUBJECT TO THE APPROVAL OF THE REGISTERED ELECTORS OF THE TOWN AT THE SPECIAL ELECTION ON NOVEMBER 5, 2019

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

Section 1. Chapter 4.11 of the Parker Municipal Code, entitled Impact Fees, is hereby repealed in its entirety.

Section 2. Subsections .010, .020, .030, .060 and .070 of Chapter 4.07, entitled Development Excise Tax, of the Parker Municipal Code is hereby amended as follows:

4.07.010 Purpose and intent.

(a) This Chapter is adopted pursuant to the approval of the registered electors of the Town of Parker at the general municipal election held November 2, 1999, at which the question of whether the Town should impose the development excise tax contained in this Chapter was submitted to the registered electors of the Town of Parker. **This Chapter is amended pursuant to the approval of the registered electors of the Town of Parker at the special election held November 5, 2019, at which the question of whether the Town should increase the development excise tax for new residential development contained in this Chapter was submitted to the registered electors of the Town of Parker.**

(b) The Town is experiencing rapid growth which increases the cost to the Town of providing facilities necessitated by such growth. The Town Council has determined, and a majority of the registered electors of the Town have agreed, that a tax upon new development which is causing said increased costs is a proper method of paying for such costs. The tax imposed by this Chapter bears a reasonable relationship to the need for additional improvements created by the development which will pay the tax.

(c) The purpose of the development excise tax is to impose an excise tax on new development within the Town of Parker as set forth in this Chapter. The intent of this Chapter is to impose a greater excise tax on new residential development than on new nonresidential development, because of the greater impact on the provision of Town services caused by new residential development.

(d) The development excise tax is not an *ad valorem* tax on real property.

(e) The development excise tax shall apply regardless of the value of the property developed.

4.07.020 Definitions.

Apartment building means a structure that contains three (3) or more dwelling units, excluding attached dwellings.

Attached dwelling means attached houses including duplexes, townhomes, patio homes and condominiums.

Building permit means an official document or certification which is issued by the Building Official and which authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving or repair of a building or structure and will require the issuance of a certificate of occupancy.

Certificate of occupancy means an official document or certification which is issued by the Building Official and which authorizes the occupancy, temporary or otherwise, of a building or structure.

Development and *developed property* mean the new construction of any structure on real property.

***Fire and emergency service provider* means the fire protection district organized under article 1 of title 32, C.R.S., or a fire authority established pursuant to Section 29-1-203.5, C.R.S., providing service to the Town of Parker.**

Nonresidential means any use other than residential use, such as, but not limited to, commercial or industrial.

Single-family dwelling means a detached house.

Usable space means the floor area within a building. The floor area shall be determined from the plans and specifications submitted to the Building Official as a part of the application for a building permit, and shall include storage, restrooms, hallways and similar spaces, as measured from the outside dimensions.

4.07.030 Residential development excise tax.

There is hereby levied and imposed on all residential development within the Town a residential development excise tax, in the following amount:

For each single-family dwelling:	**~~$3,500.00~~ $10,178**
For each attached dwelling:	**~~$2,700.00~~ $6,337**
For each dwelling unit within an apartment building:	**~~$2,400.00~~ $5,567**

* * *

4.07.060 Development excise tax fund.

(a) There is hereby established a development excise tax fund into which shall be deposited all revenue collected by the Town from payments of the development excise tax set forth in this Chapter.

(b) Revenue from the development excise tax fund may be expended for the following purposes only:

(1) Capital improvements for major streets necessary to meet the health, safety and welfare of the Town, which includes, but is not limited to, expansion of the Town's street network and capital equipment;

(2) Parks and recreation purposes necessary to meet the health, safety and welfare of the Town, which includes, but is not limited to, the expansion of regional parks and associated infrastructure and capital equipment;

(3) Expansion of administrative facilities;

(4) The provision of law enforcement services, including facilities;

(5) Cost accounting, management and government of the development excise tax fund; ~~**and**~~

(6) Payment of obligations issued for major street purposes, parks and recreational facilities, administrative facilities or law enforcement facilities; **and**

(7) Payment to the fire and emergency service provider for the provision of public safety services within the Town.

4.07.070 Annual tax adjustment.

In ~~**2000**~~ **2020** and every year thereafter, the tax described in this Chapter shall be recomputed by raising the tax in an amount equal to the percentage of change for the preceding year ~~**in the U.S. Bureau of Labor Statistics Consumer Price Index for the Denver-Boulder, All Items, All Consumers, or its successor index**~~ **in the Colorado Construction Cost Index set by the Colorado Department of Transportation or equivalent index reflecting annual changes in local construction costs**. The Town Council may waive an annual increase for any particular year or years. This adjustment shall not be considered a new tax or tax increase, but a method of accounting to ensure that the value of the revenue collected pursuant to this Chapter is maintained.

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 immediately upon the favorable majority vote of the registered electors of the Town of Parker at the special election to be held on November 5, 2019.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT C

SOUTH METRO/CUNNINGHAM FIRE RESCUE AUTHORITY

RESOLUTION NO. 2019-__

SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT

RESOLUTION NO. 2019-__

A JOINT RESOLUTION SUPPORTING THE FIRE AND EMS SERVICES COMPONENT OF THE TOWN OF PARKER'S EXCISE TAX BALLOT ISSUE

WHEREAS, South Metro Fire Rescue Fire Protection District ("South Metro") is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Article 1, Title 32, Colorado Revised Statutes; and

WHEREAS, the South Metro/Cunningham Fire Rescue Authority (the "Authority") is a separate governmental entity which, since 2018, has provided fire protection services to Cunningham Fire Protection District ("Cunningham") and South Metro, pursuant to Section 29-1-203, C.R.S. and intergovernmental agreement; and

WHEREAS, the Authority is anticipated to be dissolved at the end of 2019 with the consolidation of Cunningham into South Metro as a single fire protection district that will serve all areas currently within Cunningham and South Metro; and

WHEREAS, the Town of Parker ("Town"), South Metro and the Authority have a long history of working cooperatively and collaboratively for the benefit of their citizens and taxpayers; South Metro, formerly known as the Parker Fire Protection District, has provided fire protection and emergency services to the Town of Parker (the "Town") since 1966, and the Parker Fire Protection District's predecessor, the Parker Voluntary Fire Department, provided fire protection and emergency services for many years prior to the organization of the Fire Protection District; and

WHEREAS, new development in the Town places increased burdens on South Metro and Authority resources necessary to protect lives and property, resulting in increased costs to serve a growing population; and

WHEREAS, the Town and South Metro have agreed to work in partnership to lessen the impacts on the South Metro and the Authority from development within all areas of the Town; and

WHEREAS, in November, the Town is proposing an excise tax ballot question. One of the recipients of the proposed excise tax revenue is South Metro, which will use

its portion to pay for fire and ambulance service throughout Parker, including areas experiencing new development; and

WHEREAS, the Colorado Fair Campaign Practices Act expressly authorizes local governments to adopt and distribute in normal fashion a Resolution regarding any ballot issue of import to that local government.

NOW, THEREFORE, BE IT RESOLVED by the Boards of Directors of the South Metro/Cunningham Fire Rescue Authority and the South Metro Fire Rescue Fire Protection District that the Authority's and the South Metro's Boards of Directors support the potential increase in South Metro Fire Rescue resources that may be funded from the Town of Parker's November 2019 excise tax ballot question and that will allow South Metro to continue to provide the level of services that the residents and businesses in the Town have come to enjoy.

ADOPTED this ____ day of _____, 2019.

SOUTH METRO/CUNNINGHAM FIRE RESCUE AUTHORITY

By _____
David Jackson, Chairman

Attest:

_____
Mark Lampert, Secretary

SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT

By _____
Laura Simon, Chairman

Attest:

_____
Ronda Scholting, Secretary

EXHIBIT D

DISTRICT COURT, DOUGLAS COUNTY, COLORADO 4000 Justice Way, Castle Rock, CO 80109	
Plaintiff: SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT **v.** **Defendant:** PARKER AUTHORITY FOR REINVESTMENT **And** **Intervenors:** MSSL-MAINSTREET, LLC; PARKER AL, LLC; RIG COTTONWOOD, LLC; TOWN OF PARKER; PARKER FLATS, LLC	▲COURT USE ONLY▲
Attorneys for Defendant Parker Authority for Reinvestment: Attorney: Corey Y. Hoffmann (No. 24920) Firm: Hoffmann, Parker, Wilson & Carberry, P.C. Address: 511 Sixteenth St., Suite 610 Denver, CO 80202 Phone No.: (303) 825-6444 Fax No.: (303) 825-1269 E-mail: cyhoffmann@hpwclaw.com	Case Number: 2017CV030549 Division: 5

STIPULATION OF DISMISSAL WITH PREJUDICE

Plaintiff South Metro Fire Rescue Fire Protection District, Defendant Parker Authority for Reinvestment, and Intervenors MSSL-Mainstreet, LLC; Parker AL, LLC; RIG Cottonwood, LLC; Town of Parker; and Parker Flats, LLC (collectively, the "Parties") hereby stipulate and agree as follows:

1. The Parties have reached a full and final settlement of the claims and counterclaims raised and alleged in this case.

2. The Parties therefore respectfully request this Court enter an Order dismissing all claims and counterclaim in this case with prejudice, with each party to pay its own fees and costs incurred in the prosecution of this case.

Respectfully submitted this ___ day of _____, 2019.

HALE WESTFALL, LLP

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the _____th day of _____, 2019, a true and correct copy of the within **STIPULATION OF DISMISSAL WITH PREJUDICE** was served via the Colorado Courts E-Filing System (CCES), electronic mail and/or U.S. Mail on the following:

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Chassidy Rosete, Legal Assistant

DISTRICT COURT, DOUGLAS COUNTY, COLORADO 4000 Justice Way, Castle Rock, CO 80109	
Plaintiff: SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT **v.** **Defendant:** PARKER AUTHORITY FOR REINVESTMENT **And** **Intervenors:** MSSL-MAINSTREET, LLC; PARKER AL, LLC; RIG COTTONWOOD, LLC; TOWN OF PARKER; PARKER FLATS, LLC	**▲COURT USE ONLY▲** Case Number: 2017CV030549 Division: 5

[PROPOSED] ORDER APPROVING STIPULATION OF DISMISSAL WITH PREJUDICE

THIS COURT, having reviewed the Stipulation of Dismissal with Prejudice filed by all Parties hereto, and being fully advised, orders as follows:

1. The Stipulation of Dismissal with Prejudice is APPROVED as an Order of this Court.

2. All claims and counterclaim in this case are hereby ORDERED DISMISSED WITH PREJUDICE, with each party to pay its own fees and costs incurred in the prosecution of this case.

DATED this _____ day of _____, 2019.

BY THE COURT:

_____
District Court Judge