TOWN OF PARKER COUNCIL AGENDA
July 15, 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. **PUBLIC COMMENTS 3 Minute Limit (No action will be taken on these items)**

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

5. **CONSENT AGENDA**

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

   A. APPROVAL OF MINUTES - July 8, 2019

B. KOA ENCLAVE PROPERTY ANNEXATION and ZONING

Department: Community Development, Stacey Nerger
Second Reading: August 5, 2019

1. *Ordinance No. 2.267 - First Reading*
   A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the KOA Enclave Property in Douglas County

2. *ORDINANCE NO. 3.346 - First Reading*
   A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the KOA Enclave Property to A-Agriculture District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

C. HESS RANCH METROPOLITAN DISTRICTS NOS. 4 - 8

Department: Town Attorney, Kristin Schledorn
Second Reading: August 5, 2019

1. *ORDINANCE NO. 9.294 - First Reading*
   A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 4

2. *ORDINANCE NO. 9.295 - First Reading*
   A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 5

3. *ORDINANCE NO. 9.296 - First Reading*
   A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 6

4. *ORDINANCE NO. 9.297 - First Reading*
   A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 7

5. *ORDINANCE NO. 9.298 - First Reading*
   A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 8

6. TOWN ADMINISTRATOR'S REPORT

- **TA Report - Summer 2019**

7. PRESENTATION OF CAFR BY CLIFTONLARSONALLEN LLP

8. PUBLIC HEARINGS

A. ORDINANCE NO. 1.523.3 - Second 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

9. ORDINANCES

A. ORDINANCE NO. 1.533.1 - Second 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

B. ORDINANCE NO. 8.30 - Second 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

C. EXCISE TAX

Department: Town Attorney, Kristin Schledorn
Town Administrator, Dannette Robberson

1. **ORDINANCE NO. 8.20.4 - Second 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

2. **ORDINANCE NO. 1.534 - Second 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

3. **RESOLUTION NO. 19-017.1**
   A Resolution to Amend Resolution No. 19-017, Series of 2019, a Resolution Calling a Special Town Election on November 5, 2019, Concerning the Provision of High-Speed Internet Services, Telecommunication Services and/or Cable Television Services Within the Town of Parker and to Amend Certain Sections of the Town of Parker Home Rule Charter, to Add as a Purpose of the Special Election a Ballot Question to Raise Additional Revenue Through an Increase in the Excise Tax Imposed on New Residential Development

D. ORDINANCE NO. 9.292 - Second 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

E. ORDINANCE NO. 1.535 - Second 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

F. ORDINANCE NO. 9.293 - Second 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

10. ADJOURNMENT

Parker Town Council

Executive Session Agenda

July 15, 2019

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

1. Purchase and Sale Agreement—Pine Curve

2. Second Amendment and Restated Establishing Contract for the E-470 Public Highway Authority (Paragraphs 6 and 8 unanimous ratification/approval)

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

3. Section 13.04.180(10), Home occupations/short-term rentals, of the Parker Municipal Code

4. Fair Campaign Practices Act (FCPA), C.R.S. § 1-45-101, *et seq*.

TOWN OF PARKER COUNCIL
MINUTES
JULY 8, 2019

Mayor Mike Waid called the meeting to order at 6:06 P.M. Councilmember Joshua Rivero was absent.

Town Attorney Jim Maloney announced the topic for discussion in Executive Session was one item pursuant to C.R.S. § 24-6-402(4)(b) to receive legal advice on specific legal questions concerning 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).

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.

Debbie Lewis moved and Renee Williams seconded to come out of Executive Session at 6:34 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:00 P.M.

The Pledge of Allegiance was led by Otto, a Boy Scout in the audience. .

PARKER CHAMBER OF COMMERCE UPDATES

None.

DOWNTOWN BUSINESS ALLIANCE UPDATES (First Meeting of Month)

Ann Bearrington provided an update for the Downtown Business Alliance.

PUBLIC COMMENTS

Beth Huffman, 9782 Sara Gulch Circle (unincorporated Douglas County) asked if there will be any more recreation areas in the Town, as another pool is needed.

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 - 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: $122,218
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

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

The motion was approved unanimously.

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

7:18 P.M.
The purpose of this budget revision is to amend the appropriated funds for 2019.

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.

Public Comment - None

Cheryl Poage moved to approve Ordinance No. 1.523.2 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

2. **Repairs to PACE Center Roof**
   Amount: $230,000
   Contractor: Exterior Solutions

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. This 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. Work is scheduled from August 5, 2019 through August 15, 2019.

Public Comment - None

The Public Hearing was closed at 7:23 P.M.

Cheryl Poage moved to approve the staff recommendation for this contract.

Renee Williams seconded the motion.

The motion was approved unanimously.

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

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.

Public Comment - None

Debbie Lewis moved to approve Ordinance No. 9.291 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

RESOLUTIONS

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

Councilmember Poage left the meeting at 7:29 P.M. because she had a conflict of interest on this item.

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"). 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 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.

John Diak moved to approve Resolution No. 19-052.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 7:38 P.M.

____________________________ ____________________________

Carol Baumgartner, Town Clerk Mike Waid, Mayor

PARKER
COLORADO

Request for Town Council Action

Date:	July 15, 2019
Submitted By:	Stacey Nerger, Associate Planner John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**KOA ENCLAVE PROPERTY ANNEXATION and ZONING**

Department:	**Community Development, Stacey Nerger**
Second Reading:	**August 5, 2019**

EXECUTIVE SUMMARY

The subject property, known as the KOA Property, is located in unincorporated Douglas County but surrounded by the Town of Parker for a period of not less than three (3) years. The Town proposes an enclave annexation of the KOA Property and concurrently zoning it to A-Agricultural District. There are no development proposals for the subject property at this time.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The KOA Property is located on the west side of Parker Road south of Twenty Mile Road and between the Flat Acres Shopping Center and McCabe Meadows Trailhead. The KOA Property is approximately 57 acres in total area and has a large transmission antenna for radio station KOA News owned by Vertical Bridge, formerly known as iHeartMedia. The KOA Property has been completely surrounded by the Town of Parker for a period of not less than three (3) years and is considered an enclave under the Municipal Annexation Act of 1965. The Town has committed to a policy of actively pursuing the annexation of enclaves.

The KOA Property is located within the Town's Planning Area described in the Parker 2035 Master Plan and the proposed annexation is consistent with the Plan. As required by Town Charter, all properties proposed to be annexed must also be concurrently zoned. The Town is proposing to zone the KOA Property to A-Agricultural District. This is consistent with the current Agriculture-1 zoning for the property in unincorporated Douglas County.

The proposed zoning meets the nine (9) criteria for rezoning as set forth in the Land Development Ordinance and further described in the attached Planning Commission Staff Report dated July 11, 2019.

The second reading of the Annexation and Zoning Ordinances are scheduled for August 5, 2019.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. VicinityMap
2. Planning Commission Staff Report

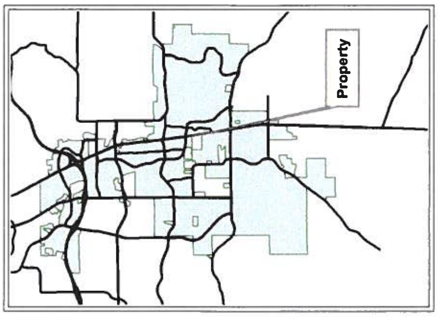
RECOMMENDED MOTION

(1) I move to approve Ordinance No. 2.267 on first reading and to schedule second reading for August 5, 2019, as part of the consent agenda.

(2) I move to approve Ordinance No. 3.346 on first reading and to schedule second reading for August 5, 2019, as part of the consent agenda.

KOA Property
Annexation and Rezoning

Annexation & Rezoning
Case No.ANX18-004 & Z18-024



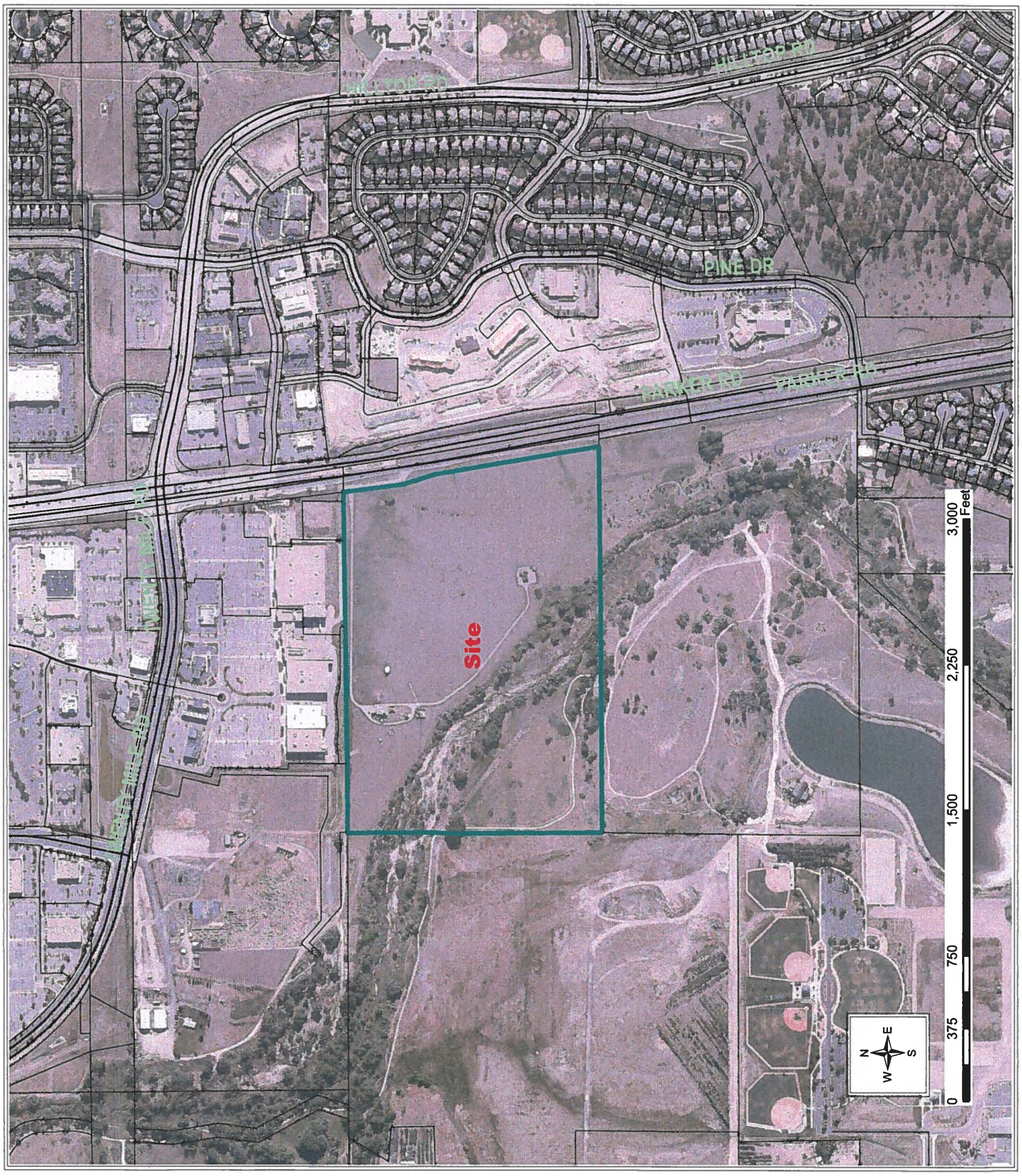
Legend
Site
Roads

Narrative:
Proposed Annexation and rezoning of a 57.253 acre enclave property. The property will be rezoned to Agriculture to be consistent with its current zoning in the County.

Planner: Stacey Nerger
Hearing Schedules:

Planning Commission:
July 11, 2019

Town Council:
July 15, 2019 (1st Reading)
August 5, 2019 (2nd Reading)



Planning Commission Staff Report

Planning Commission Date:	**7/11/2019**
Town Council Date:	**8/5/2019**
Hearing Type:	**Public Hearing** **KOA Enclave Property – Zoning** **TRAKiT No.: Z18-024**
Location:	**Generally located west of Parker Road, south of Twenty Mile Road, south of the Flat Acres Commercial Center and north of McCabe Meadows Park**
Project Planner:	**Stacey Nerger, Planner**
Applicant(s):	**Town of Parker Community Development Department**
Executive Summary:	**The 57.253 acre KOA Property is proposed to be zoned Agricultural in conjunction with an annexation ANX18-004. The site is an unplatted parcel located on the west side of Parker Road south of Twenty Mile Road and the Flat Acres commercial center. The property is currently zoned Agricultural One (A1) in the County.**
Staff Recommendation:	**Approval**

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the KOA Enclave Property zoning request."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the ***KOA Enclave Property*** *zoning request, subject to the following conditions:"*
-List proposed conditions

"I move the Planning Commission recommend Town Council deny the ***KOA Enclave Property*** *zoning as the request does not meet the following approval criteria:"*
-List criteria not met (either by staff or Planning Commission)

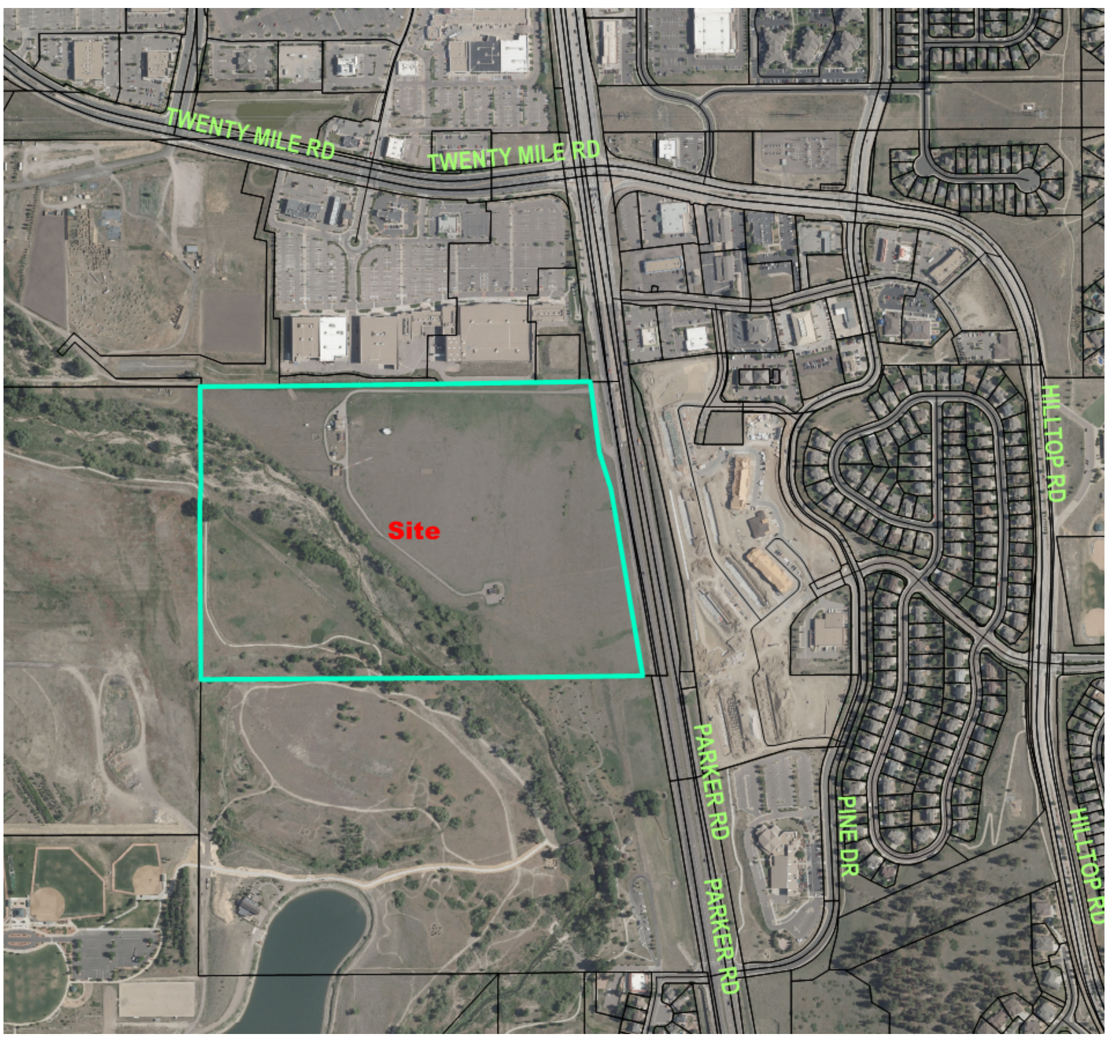
"I move the Planning Commission vote to continue the ***KOA Enclave Property*** *zoning to a future date."*

I. BACKGROUND/DISCUSSION

The subject property, known as the KOA Property, is located in unincorporated Douglas County and is surrounded by the Town of Parker. The Town is processing an enclave annexation of the KOA Property and will zone the property A-Agricultural District, which is the Town zoning most similar to the existing County zoning.

The KOA Property is located on the west side of Parker Road south of Twenty Mile Road and between the Flat Acres Shopping Center and McCabe Meadows Trailhead. The subject property is approximately 57 acres owned by Vertical Bridge, formerly known as iHeartMedia. Current development on the property includes a large transmission antenna for radio station KOA News and ancillary communications facilities. The KOA Property has been completely surrounded by the Town of Parker for a period of not less than three (3) years and is considered an enclave under the Municipal Annexation Act of 1965. The Town has committed to a policy of actively pursuing the annexation of enclaves. The subject property is located within the Town's Planning Area described in the Parker 2035 Master Plan and the proposed annexation is consistent with the Master Plan.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
N/A	The annexation and zoning requests are the first actions by the Town related to the subject properties.

III. CURRENT SITE DATA

Existing Zoning	Agriculture One (Douglas County)		
Overlay District	N/A		
PD & Plan Area	Agriculture (proposed)		
Master Plan Area	Medium Density Residential		
Site Acreage	57.253 acres		
Subdivision	Unplatted		
Existing Use	KOA Transmission Antenna and Ancillary Communications Facilities		
Surrounding Uses			
	Master Plan Land Use	**Zoning**	**Existing Use**
North	Central Commercial	PD – Planned Development	Multi-Tenant Retail – Flat Acres Commercial Center
South	Medium Density Residential	Public Facilities District	McCabe Meadows Trailhead
East	Medium Density Residential	PD - Planned Development	Parker Road and Pine Bluff Apartments
West	Medium Density Residential	Public Facilities District	Cherry Creek Open Space and Salisbury Park North

IV. PARKER 2035 MASTER PLAN

Parker 2035 Master Plan | Town of Parker - Official Website

MASTER PLAN CONSISTENCY	
Master Plan Designation	Medium Density Residential ☒ **Consistent** ☐ **Inconsistent**
Master Plan Character Discussion	**Medium Density Residential:** Recommends an overall gross density of up to 3.5 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area.
Consistent Goals/Strategies	Land Use 1.C Land Use 1.E
Staff Analysis	The subject property is part of an enclave annexation where the proposed zoning is consistent with the properties current Douglas County zoning. The subject property is located along Parker Road surrounded by properties within the Town boundaries and located

	within the Town's growth boundary. The A-Agricultural District allows for residential land uses at a density below the maximum density recommended by the Parker 2035 Master Plan. The annexation and zoning fulfills the Town of Parker goal of actively pursuing annexation of enclaves and roads to allow for continuity of services within the Parker 2035 Planning Area.

V. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezonings)			
Provisions	**As recommended by the Master Plan**	**Proposed**	**Analysis**
Units Per Acre	Up to 3.5 dwelling units per net acre outside of the Cherry Creek Flood Plain	One unit is allowed per every 10 acres	☒ Consistent ☐ Inconsistent ☐ No Change ☐ N/A
Allowed Uses	Single family residential with some allowance for higher density residential	Single family residential and agricultural uses	☒ Consistent ☐ Inconsistent ☐ No Change
Height/Stories	None	35 feet	☒ Consistent ☐ Inconsistent ☐ No Change
Staff Analysis	The proposed zoning is to give the property a zoning that is compatible with the current zoning in Unincorporated Douglas County. As detailed in the analysis above, the requested zoning is consistent with the Town's Master Plan for the allowed uses and the requested height maximum for buildings. The annexation and zoning fulfills the Town of Parker goal of actively pursuing annexation of enclaves and roads to allow for continuity of services within the Parker 2035 Planning Area.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The subject property currently has a right-in/right-out access to Parker Road that serves as access to the existing tower and facilities. This access is sufficient for the current use of the property. Additional access will be required if the property is developed in the future.

VII. APPROVAL CRITERIA

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. **A need exists for the proposal.**

   A need exists for the annexation and zoning of the subject property, for the reasons that it will (1) allow the Town to consolidate services and recognize efficiencies of scale and delivery of services; and (2) promote orderly growth, continuity of development and certainty of development within the subject property and surrounding areas within the Town and the Town Urban Growth Area.

   Based on this analysis, staff has determined that this criterion has been met.

2. **The particular parcel of ground is indeed the correct site for the proposed development.**

   This property is considered an enclave, located within unincorporated Douglas County but surrounded by the Town of Parker. The Town has been working for several years to clean up the Town's boundaries and annex these enclave areas. The subject property is contiguous with the Town and is described in the Parker 2035 General Land Use Plan as being located within the Town's Planning Area.

   For the reason that the subject property has been identified as property to be annexed, zoned and developed in the Town, the subject property is indeed the correct site for annexation and zoning.

   Based on this analysis, staff has determined that this criterion has been met.

3. **There has been an error in the original zoning; or**
   N/A

4. **There have been significant changes in the area to warrant a zone change.**
   The subject property is currently zoned Agriculture One in unincorporated Douglas County. The zoning application for the subject property is for A-Agricultural District under the Town's Land Development Ordinance, which is mostly consistent with the current development standards and uses of the existing zoning in the County. The property proposed for annexation is entirely surrounded by the Town and have been surrounded for more than three years.

   Based on this analysis, staff has determined that this criterion has been met.

5. **Adequate circulation exists and traffic movement would not be impeded by development; and**
   Roadway infrastructure exists around the property. No additional improvements are anticipated with the property's zoning. If the property develops in the future, additional access and circulation will be required.

   Based on this analysis, staff has determined that this criterion has been met.

6. **Additional municipal service costs will not be incurred which the Town is not prepared to meet.**
The Town does not anticipate significant additional municipal service costs with the proposed zoning.

   Based on this analysis, staff has determined that this criterion has been met.

7. **There are minimal environmental impacts or impacts can be mitigated.**
No new development is proposed as part of the zoning. Therefore, no addition environmental impacts are anticipated at this time. Any future development will be required to meet all environmental criteria set forth in the Land Development Ordinance.

   Based on this analysis, staff has determined that this criterion has been met.

8. **The proposal is consistent with the Town Master Plan, maps, goals, and policies.**
As detailed in Section IV of this staff report, the A-Agricultural District is consistent with the objectives identified within the Town's Master Plan.

   Based on this analysis, staff has determined that this criterion has been met.

9. **There is adequate waste and sewage disposal water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.**
The property is located within Parker Water and Sanitation District and infrastructure exists serving adjoining properties. When developed the property will be able to receive adequate services.

   Based on this analysis, staff has determined that this criterion has been met.

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	No Comment
Aztec Consultants	Minor corrections to be made on the zoning map - Corrections were made
Parker Building	No Comment
Fire Life Safety	No Comment
Douglas Country Planning	The proposed zoning to A-Agricultural District by the Town is appropriate and has no objection to the request.
Douglas County Public Works	No Comment
Douglas County Assessor's Office	No Comment
Douglas County School District	No Comment
Parker Police	No Comment
Parker Comprehensive Planning	The property is located within the Medium density Residential Planning Area which recommends a variety of residential densities up to 3.5 dwelling units per acres and supportive uses.
Parker Economic Development	Approved
Xcel	Public Service Company has no objection to the proposed annexation and zoning, contingent upon their ability to maintain all existing rights.
IREA	No Comment
CenturyLink	Approval
Comcast	No Comment
Parker Water and Sanitation District	Approved

IX. CONCLUSION

This zoning request is being processed concurrently with the annexation application as provided by the Town of Parker Home Rule Charter and Section 13.04.250 of the Parker Municipal Code and has been determined to meet the zoning approval criteria of the Parker Land Development Ordinance. Based on the analysis contained in this staff report, staff recommends that Planning Commission recommends approval of the request and Town Council approves the request.

X. RECOMMENDED CONDITIONS

None

XI. ATTACHMENTS

1. Draft Ordinance No. 3.346
2. Zoning Map
3. Referral Comments

<u>Report Approved By</u>: Bryce Matthews, Planning Manager

<u>Through</u>: Jason Rogers, Deputy Community Development Director

ORDINANCE NO. 2.267, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE KOA ENCLAVE PROPERTY IN DOUGLAS COUNTY

WHEREAS, the property described in attached **Exhibit A**, being in the County of Douglas, State of Colorado (the "Property"), is entirely contained within the outer the boundaries of the Town of Parker and has been so surrounded for a period of not less than three (3) years, as provided by Constitution of the State of Colorado, Article II, Section 30(1)(c), and C.R.S. § 31-12-106; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the compliance of the proposed annexation of the Property with Constitution of the State of Colorado, Article II, Section 30(1)(c), and C.R.S. § 31-12-106(1).

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

Section 1. The annexation of the Property meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved and made effective.

Section 2. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker.

Section 3. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker, the Property is hereby annexed to the Town of Parker.

Section 4. The Town Clerk shall file for recording one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 5. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 6. The Town Clerk shall file one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs.

Section 7. 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 8. This Annexation Ordinance shall become effective ten (10) days after the publication date of this Annexation Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

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

Legal Description

A PARCEL OF LAND BEING ALL OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2015022961 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTH HALF OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, ADDITIONALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, NORTH 89°33'16" EAST, A DISTANCE OF 1, 325.98 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 27;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 89°29'46" EAST, A DISTANCE OF 434.20 FEET TO THE WESTERLY RIGHT-OF-WAY OF SOUTH PARKER ROAD AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 875, AT PAGE 652, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. SOUTH 07°17'29" EAST, A DISTANCE OF 326.50 FEET;
2. SOUTH 17°31'59" EAST, A DISTANCE OF 170.70 FEET;
3. SOUTH 09°36'29" EAST, A DISTANCE OF 855.06 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY ALONG SAID SOUTH LINE, SOUTH 89°34'02" WEST, A DISTANCE OF 664.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, SOUTH 89°35'51" WEST, A DISTANCE OF 1,325.06 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, NORTH 00°17'07" WEST, A DISTANCE OF 1,329.90 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 57.253 ACRES, (2,493,945 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ORDINANCE NO. __3.346__, Series of 2019

TITLE: A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE KOA ENCLAVE PROPERTY TO A-AGRICULTURE DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for zoning certain property described in attached **Exhibit 1**, within the Town of Parker, Colorado, as A-Agriculture District, pursuant to the Town of Parker Land Development Ordinance (the "Property").

b. Public notice has been given by publication on the Town's website at least fifteen (15) days prior to the public hearing of such zoning.

c. Written notice was sent by first class mail to all owners of property that abut the Property, at least fifteen (15) days prior to the public hearing.

d. Notice of such proposed hearing was posted on the Property for fifteen (15) consecutive days prior to said hearing.

d. The requirements contained in Section 13.04.240(f) of the Parker Land Development Ordinance are satisfied for zoning the Property to A-1 Agriculture District, as described in the Parker Land Development Ordinance.

Section 2. The Property is hereby zoned A-1 Agriculture District, as described in the Parker Land Development Ordinance.

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change to the Property.

Section 4. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue, pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 6. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. This Ordinance shall become effective upon the later to occur of: (i) the date that is ten (10) days after final publication; or (ii) the date the Annexation Ordinance for the Property goes into effect, whichever occurs last.

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

Legal Description

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BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, NORTH 89°33'16" EAST, A DISTANCE OF 1, 325.98 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 27;

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THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. SOUTH 07°17'29" EAST, A DISTANCE OF 326.50 FEET;
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CONTAINING AN AREA OF 57.253 ACRES, (2,493,945 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS, PLS 38256
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300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

PARKER
COLORADO

Request for Town Council Action

Date:	July 15, 2019
Submitted By:	Kristin Schledorn, Deputy Town Attorney
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**HESS RANCH METROPOLITAN DISTRICTS NOS. 4 - 8**

Department: **Town Attorney, Kristin Schledorn**
Second Reading: **August 5, 2019**

EXECUTIVE SUMMARY

Approves on first reading the Amended and Restated Intergovernmental Agreements (IGAs) between the Town of Parker, Colorado, and Hess Ranch Metropolitan District Nos. 4 - 8.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In September 2015, the Town Council approved the Consolidated Service Plan (the "Original Service Plan") for Hess Ranch Metropolitan District Nos. 1 – 8 (the "Hess Ranch Districts"). At the time of Town approval of the Original Service Plan it was anticipated that the Hess Ranch Districts would collectively undertake the financing and construction of the public improvements in sequential order. As a result of the sale of approximately 400 acres of land located within the Original Service Plan area (the "HR935 Property"), there is a diversity of property ownership in the Hess Ranch Districts, with JEN Colorado 18, LLC, owning the remaining approximately 1,136 acres of land (the "JEN Property"). As a result of this diversity of property ownership, the Hess Ranch Districts have determined that development of the project and financing and construction of the public improvements may occur at different times. The Hess Ranch Districts have decided that District Nos. 1-3 will serve the HR935 Property and District Nos. 4-8 will serve the JEN Property.

Town Council has approved Amended and Restated Service Plans and Amended and Restated IGAs for District Nos. 1 - 3. District Nos. 4 - 8 are requesting approval of Amended and Restated Service Plans and IGAs. The applications were administratively reviewed by Town staff as required by Section 10.11.160 of the Parker Municipal Code, and a comprehensive analysis is contained in the attached written report. The proposed IGAs substantially comply with the forms approved by Town Council in May 2019.

A public hearing has been scheduled for August 5, 2019, on the Amended and Restated Service Plans for District Nos. 4 - 8.

FINANCIAL IMPACT

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.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Hess Ranch 4-8 (Looking Glass) - Rosenbluth Summary Memo

RECOMMENDED MOTION

I move to approve Ordinance No. 9.294 on first reading and to schedule second reading on August 5, 2019, as part of the consent agenda.

I move to approve Ordinance No. 9.295 on first reading and to schedule second reading on August 5, 2019, as part of the consent agenda.

I move to approve Ordinance No. 9.296 on first reading and to schedule second reading on August 5, 2019, as part of the consent agenda.

I move to approve Ordinance No. 9.297 on first reading and to schedule second reading on August 5, 2019, as part of the consent agenda.

I move to approve Ordinance No. 9.298 on first reading and to schedule second reading on August 5, 2019, as part of the consent agenda.

BUTLER | SNOW

MEMO

To:	Kristin Schledorn, Town of Parker
From:	Monica Rosenbluth, Butler Snow
Date:	July 1, 2019
Re:	Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 4 Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 5 Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 6 Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 7 Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 8 (together, the "Districts")

The following is our report on the five proposed Service Plans for the above-mentioned Districts. This report summarizes key information about the Districts and the Service Plans.

Hess Ranch Metropolitan District Nos. 4-8
Looking Glass

Developer:	Front Range Communities, LLC (Larry Jacobson and Matt Osborn)
Attorney:	Spencer Fane LLP (Matt Dalton and Tom George)
Finance:	D.A. Davidson & Co.
Accounting:	CliftonLarsonAllen
Engineer:	EMK Consultants
Bond Counsel:	TBD
Location:	Approximately 1,135 acres located southwest of the intersection of Stroh Road and North Crowfoot Valley Road
Area/Land Use:	The Districts will include 2,489 residential units (built in four phases) and 130,418 square feet of commercial space (built in the fourth phase).
Build Out Schedule:	Build out of Phase 1 (678 residential units) anticipated to occur by 2023; build out of Phase 2 (783 residential units) anticipated to occur by 2024; build out of Phases 3 and 4 (1028 residential units and 130,418 square feet

of commercial space) anticipated to occur by 2028, per the consolidated Financial Plan.

Projected Assessed: $104,925,354 projected total assessed valuation (AV) for all residential and commercial development at completion of project build out, anticipated for 2028 completion year (per consolidated Financial Plan, with 2-year lag for AV realization).

Powers: Water, streets, traffic and safety control, sanitation, storm sewers and drainage, and parks and recreation improvements. Transportation, television relay and translation, mosquito and pest control, security services, covenant enforcement, design review only if authorized in IGA (and these powers are not authorized in the current version of the IGA).

Regional Infrastructure: In accordance with the Intergovernmental Agreement between each of the five Districts and the Town (the "IGA"), the Districts will construct the following regional infrastructure using the Infrastructure Capital Mill Levy of 5 mills:

- Regional stormwater improvements, including but not limited to regional stormwater channels and detention/retention facilities;
- Arterial streets and appurtenances, including but not limited to traffic safety improvements
- Right-of-way landscaping (edges and medians) along arterial street rights-of-way;
- Regional water and sanitary sewer improvements;
- Regional open space, regional trails, and other regional park and recreation improvements;
- All other regional improvements specifically identified in an Approved Development Plan approved by the Town to be planned, designed and constructed by the District; and
- All other regional improvements that may be planned, designed, or constructed by any one of the other Districts.

Town Infrastructure: In accordance with the IGA, the Town is authorized to utilize the revenues generated from the Town Capital and Maintenance Mill Levy of 5 mills for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure associated with the impacts from development within the Districts:

- Maintenance and operation of all roadways, storm sewer and associated items constructed within Town right-of-way;
- Maintenance and operation of regional roadways serving the Districts;

- Maintenance and operation of all storm sewer, detention ponds, stream improvements and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility; and
- Widening of Chambers Road to a full artertial roadway section through the District boundaries, including additional lanes, bridge structures, sidewalk, curb and gutter, medians and all other associated items.

Operation and Maintenance: In accordance with the IGA, the Districts are required to dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Development Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The Districts are each authorized to impose up to 10 mills for District administrative and operating expenses, as well as the maintenance of the following regional infrastructure:

regional stormwater improvements, including but not limited to regional stormwater channels and detention/retention facilities
collector and arterial streets and appurtenances, including but not limited to traffic safety improvements
right-of-way landscaping (edges and medians) along collector, arterial and other street rights-of-way
regional water and sanitary sewer improvements
regional open space, regional trails, and other regional park and recreation improvements
all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be owned, operated and/or maintained by the District
community parks and recreation facilities, including but not limited to parks, playgrounds, community center(s), swimming pool(s), playgrounds, tot lots, recreation centers, ballfields, sport courts, dog parks, picnic shelters, picnic facilities, and associated grounds and landscaping
all other improvements and operations specifically identified in an Approved Development Plan approved by the Town to be owned, operated, maintained and/or provided by the District

all improvements that may be planned, designed or constructed by the District until such time as such improvements are dedicated, conveyed or transferred to and accepted by the applicable accepting jurisdiction(s)
All other improvements that may be owned, operated and/or maintained by any one of the other Districts

Improvement Costs: $220,734,896, consisting of local and regional improvements for the Looking Glass development. Improvements to be constructed are detailed above.

Debt Limit: The Districts shall not issue Debt in excess of $254,368,750 total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the Districts to refund outstanding Debt. The foregoing figure is the product of: (a) the bonding capacity of the Districts, which was derived using the following assumptions: (i) the interest rate is not less than 150 basis points more than the 30 Year AAA MMD Index (as of the date of the submission of the Service Plan); (ii) inflation on completed structures does not exceed a 4% biennial growth rate; (iii) the bonds amortize over a period of 40 years; and (iv) debt service coverage is no less than 100%; and (v) the levying by each of the Districts of 57 mills for the Maximum Debt Mill Levy, 5 mills for the Infrastructure Capital Mill Levy, and 5 mills for the Town Capital and Maintenance Mill Levy; and (b) 125%.

The Debt limitation shall not apply to a District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts.

The Districts are required to enter into an agreement among themselves allocating the $254,368,750 in debt authorization and must provide a copy of the agreement and any subsequent amendments thereto to the Town.

Mill Levy: The mill levy the Districts will each impose is 77 mills, which is subject to the Mill Levy Adjustment on a going-forward basis from January 1, 2019 (which means that each District will be allowed to avail itself of the reduction in the residential assessment rate effective January 1, 2020 that dropped from 7.2% of actual value to 7.15% of actual value). The 77 mills is comprised of:

- 57 mills for the Maximum Debt Mill Levy;
- 10 mills for the Operation and Maintenance Mill Levy, to be used for the costs of ongoing administrative, accounting and legal services of the

Districts, and for the maintenance of certain regional improvements (identified in the table above);

- 5 mills for the Infrastructure Capital Mill Levy, to be used for the construction of regional infrastructure; and
- 5 mills for the Town Capital and Maintenance Mill Levy, to be used for construction and maintenance of infrastructure the Town determines is necessary or desirable in connection with the impacts of development in the Districts.

Proposed Debt Issuance: The Financial Plan for the Districts indicates that the Districts will issue bonds in the amount of $203,495,000 in 2020.

Service Plan: All of the Amended and Restated Service Plans for the Hess Ranch Metropolitan Districts 4-8 substantially comply with the model service plan.

ORDINANCE NO. 9.294 , Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER, COLORADO, AND HESS RANCH METROPOLITAN DISTRICT NO. 4

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

Section 1. The Town Council of the Town of Parker hereby approves the Amended and Restated Intergovernmental Agreement by and between the Town of Parker and Hess Ranch Metropolitan District No. 4 in substantially the form attached hereto as **Exhibit 1** and incorporated herein by this reference (the "Agreement"), 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

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND HESS RANCH METROPOLITAN DISTRICT NO. 4

THIS AGREEMENT (the "Agreement") is made and entered into as of this ___ day of ____________, 20__, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the "Town"), and the HESS RANCH METROPOLITAN DISTRICT NO. 4, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Amended and Restated Service Plan approved by the Town on ____________________ (the "Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town previously approved that certain Hess Ranch Development Plan and Guide, approved by the Town by Ordinance No. 3.315, Series of 2015, recorded at Reception No. 2015089335 of the Douglas County Clerk and Recorder's Office, and amended by Ordinance No. 3.315.1, Series of 2017, recorded at Reception No. 2017076073 of the Douglas County Clerk and Recorder's Office, and it is anticipated that the Town will in the future approve or enter into one or more additional Approved Development Plans (as defined in the Service Plan), all of which will identify, among other things, Public Improvements (as defined in the Service Plan) necessary for facilitating development for property within the Service Area and specific regional improvements necessary or desirable in connection with the impacts of the development of the Property (the "Regional Infrastructure"); and

WHEREAS, pursuant to an Approved Development Plan, the Town and District may share in the responsibilities for constructing and owning the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan and as further set forth herein, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the "Infrastructure Capital Mill Levy"), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution ("TABOR") to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable from the Infrastructure Capital Mill Levy; and

WHEREAS, the Parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's Service Area (the "Property"); and

WHEREAS, the Parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property ("Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan and as further set forth herein, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy and to issue debt repayable from the Town Capital and Maintenance Mill Levy; and

WHEREAS, the Parties further acknowledge that the District will have certain ongoing administrative obligations, as well as maintenance obligations with regard to the Public Improvements and Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District will levy a property tax (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Parties understand and agree the District was originally organized together with Hess Ranch Metropolitan District Nos. 5-8 (together with the District, the "Districts"), and while Hess Ranch Metropolitan District Nos. 5-8 each have their own service plan, it is contemplated that the Districts may cooperate with each other concerning the planning, design, construction, ownership, operation and maintenance of certain infrastructure that benefits the taxpayers and inhabitants of the Districts' combined Service Area, and that each of the Districts may additionally have its own particular infrastructure needs; and

WHEREAS, the Town and the District previously entered into that certain Intergovernmental Agreement with Hess Ranch Metropolitan District Nos. 1-8, dated August 15, 2016, (as amended by that First Amendment to Intergovernmental Agreement among the Town and Hess Ranch Metropolitan District Nos. 1-3, dated March 6, 2017, the "Original IGA"), which Original IGA governed the relationship among the Parties; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement to replace and supersede in its entirety the Original IGA in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. <u>Infrastructure Capital Mill Levy</u>. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement. The Town agrees that for economic efficiency in financing Regional Infrastructure,

the District may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing Debt (as defined in the Service Plan), provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy may only be used to pay costs associated with Regional Infrastructure.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or maintenance of the Town Infrastructure. The utilization of the Town Capital and Maintenance Mill Levy is set forth on Exhibit B to this Agreement. In the event the capital and maintenance costs associated with the Town Infrastructure are expected to be less than the revenues generated from the Town Capital and Maintenance Mill Levy in any year, the Town will provide notice to the District no later than October 1 of the then-current year that the District may reduce the Town Capital and Maintenance Mill Levy as appropriate and as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

3. Operation and Maintenance Mill Levy. The District may impose a property tax of up to 10 mills, which shall be used for the ongoing administrative expenses of the District and for the maintenance of certain of the Public Improvements and Regional Infrastructure, as set forth on Exhibit C to this Agreement. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the applicable Approved Development Plan(s), and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District commencing the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its maintenance obligations in connection with the Public Improvements and the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that the requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations necessary to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and

the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues received by the District from the Mill Levies that are due to the Town as required herein no later than March 15 and June 30 each year, and the Town shall deposit and maintain such revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Hess Ranch Metropolitan District Fund"). Any revenues from the Mill Levies the District receives after June 30 that are due to the Town as required herein shall be remitted to the Town within 30 days of their receipt. The monies in the Hess Ranch Metropolitan District Fund may be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure and the Town Infrastructure as further detailed in this Agreement. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with all applicable Approved Development Plans, including but not limited to final approved plats, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, or to own fee title to any real property, unless specifically provided for in an Approved Development Plan, this Agreement or a separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District, together with the other Districts, shall not issue Debt in excess of $254,368,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. The Debt limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a

material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the Town's approval of the District's Service Plan, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Hess Ranch Metropolitan District No. 4
4100 E. Mississippi Ave., Suite 500
Denver, CO 80246
Attn: Lawrence P. Jacobson; Matthew P. Osborn
Phone: (303) 748-5466
ljacobson@frontrangecommunities.com
mosborn@frontrangecommunities.com

With a copy to:

Hess Ranch Metropolitan District No. 4
c/o Spencer Fane LLP
Attn: Matt Dalton; Tom George
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Phone: 303-839-3800
Fax: 303-839-3838
mdalton@spencerfane.com
tgeorge@spencerfane.com

To the Town: Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334
Attn: Kristin Schledorn, Deputy Town Attorney
cc: Mary Lou Brown, Finance Director
Phone: (303) 841-0353
Fax: (303) 840-9792
kschledorn@parkeronline.org
mlbrown@parkeronline.org

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Cooperation among Hess Ranch Metropolitan District Nos. 4-8. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Hess Ranch Metropolitan District Nos. 5-8 for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in one or more intergovernmental agreements among the Districts.

19. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement may be executed in as many as two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement merges, supersedes and replaces all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

M. No Waiver of Governmental Immunity. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of any protections afforded the Parties pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

____

_______________, Mayor

ATTEST:

____
___________________, Town Clerk

APPROVED AS TO FORM:

____
________________, Town Attorney

HESS RANCH METROPOLITAN DISTRICT NO. 4, a quasi-municipal corporation and political subdivision of the State of Colorado

By: ______________________________
Lawrence Jacobson, President
Hess Ranch Metropolitan District No. 4

ATTEST:

____
Matthew Osborn, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The revenues derived from the Infrastructure Capital Mill Levy may be retained by the District and used for the planning, design, financing, acquisition and/or construction of the following infrastructure and improvements, which infrastructure and improvements the Parties agree shall be considered Regional Infrastructure:

1. regional stormwater improvements, including but not limited to regional stormwater channels and detention/retention facilities;

2. arterial streets and appurtenances, including but not limited to traffic safety improvements;

3. right-of-way landscaping (edges and medians) along arterial street rights-of-way;

4. regional water and sanitary sewer improvements;

5. regional open space, regional trails, and other regional park and recreation improvements;

6. all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be planned, designed and constructed by the District;

7. all other regional improvements that may be planned, designed, or constructed by any one of the other Districts.

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

Revenues derived from the Town Capital and Maintenance Mill Levy may be used by the Town for the purpose of funding capital costs or the costs of maintenance of Town Infrastructure necessary in connection with the impacts of development in the District, including the following:

1. maintenance and operation of all roadways, storm sewer, and associated items constructed within Town right-of-way;

2. maintenance and operation of regional roadways serving the District;

3. maintenance and operation of all storm sewer, detention ponds, stream improvements, and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility; and

4. widening of Chambers Road to a full arterial roadway section through the District boundaries, including additional lanes, bridge structures, sidewalk, curb and gutter, medians, and all other associated items.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District may use the revenues derived from the Operation and Maintenance Mill Levy for the ongoing administrative expenses of the District and the operation and maintenance of Public Improvements and Regional Infrastructure, which Public Improvements and Regional Infrastructure shall include but are not limited to the following:

1. regional stormwater improvements, including but not limited to regional stormwater channels and detention/retention facilities;

2. collector and arterial streets and appurtenances, including but not limited to traffic safety improvements;

3. right-of-way landscaping (edges and medians) along collector, arterial and other street rights-of-way;

4. regional water and sanitary sewer improvements;

5. regional open space, regional trails, and other regional park and recreation improvements;

6. all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be owned, operated and/or maintained by the District;

7. community parks and recreation facilities, including but not limited to parks, playgrounds, community center(s), swimming pool(s), playgrounds, tot lots, recreation centers, ballfields, sport courts, dog parks, picnic shelters, picnic facilities, and associated grounds and landscaping;

8. all other improvements and operations specifically identified in an Approved Development Plan approved by the Town to be owned, operated, maintained and/or provided by the District;

9. all improvements that may be planned, designed or constructed by the District until such time as such improvements are dedicated, conveyed or transferred to and accepted by the applicable accepting jurisdiction(s); and

10. all other improvements that may be owned, operated and/or maintained by any one of the other Districts.

ORDINANCE NO. __9.295__, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER, COLORADO, AND HESS RANCH METROPOLITAN DISTRICT NO. 5

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

Section 1. The Town Council of the Town of Parker hereby approves the Amended and Restated Intergovernmental Agreement by and between the Town of Parker and Hess Ranch Metropolitan District No. 5 in substantially the form attached hereto as **Exhibit 1** and incorporated herein by this reference (the "Agreement"), 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

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND HESS RANCH METROPOLITAN DISTRICT NO. 5

THIS AGREEMENT (the "Agreement") is made and entered into as of this ___ day of ____________, 20__, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the "Town"), and the HESS RANCH METROPOLITAN DISTRICT NO. 5, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Amended and Restated Service Plan approved by the Town on ____________________ (the "Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town previously approved that certain Hess Ranch Development Plan and Guide, approved by the Town by Ordinance No. 3.315, Series of 2015, recorded at Reception No. 2015089335 of the Douglas County Clerk and Recorder's Office, and amended by Ordinance No. 3.315.1, Series of 2017, recorded at Reception No. 2017076073 of the Douglas County Clerk and Recorder's Office, and it is anticipated that the Town will in the future approve or enter into one or more additional Approved Development Plans (as defined in the Service Plan), all of which will identify, among other things, Public Improvements (as defined in the Service Plan) necessary for facilitating development for property within the Service Area and specific regional improvements necessary or desirable in connection with the impacts of the development of the Property (the "Regional Infrastructure"); and

WHEREAS, pursuant to an Approved Development Plan, the Town and District may share in the responsibilities for constructing and owning the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan and as further set forth herein, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the "Infrastructure Capital Mill Levy"), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution ("TABOR") to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable from the Infrastructure Capital Mill Levy; and

WHEREAS, the Parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's Service Area (the "Property"); and

WHEREAS, the Parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property ("Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan and as further set forth herein, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy and to issue debt repayable from the Town Capital and Maintenance Mill Levy; and

WHEREAS, the Parties further acknowledge that the District will have certain ongoing administrative obligations, as well as maintenance obligations with regard to the Public Improvements and Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District will levy a property tax (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Parties understand and agree the District was originally organized together with Hess Ranch Metropolitan District Nos. 5-8 (together with the District, the "Districts"), and while Hess Ranch Metropolitan District Nos. 5-8 each have their own service plan, it is contemplated that the Districts may cooperate with each other concerning the planning, design, construction, ownership, operation and maintenance of certain infrastructure that benefits the taxpayers and inhabitants of the Districts' combined Service Area, and that each of the Districts may additionally have its own particular infrastructure needs; and

WHEREAS, the Town and the District previously entered into that certain Intergovernmental Agreement with Hess Ranch Metropolitan District Nos. 1-8, dated August 15, 2016, (as amended by that First Amendment to Intergovernmental Agreement among the Town and Hess Ranch Metropolitan District Nos. 1-3, dated March 6, 2017, the "Original IGA"), which Original IGA governed the relationship among the Parties; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement to replace and supersede in its entirety the Original IGA in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. <u>Infrastructure Capital Mill Levy</u>. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement. The Town agrees that for economic efficiency in financing Regional Infrastructure, the District

may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing Debt (as defined in the Service Plan), provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy may only be used to pay costs associated with Regional Infrastructure.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or maintenance of the Town Infrastructure. The utilization of the Town Capital and Maintenance Mill Levy is set forth on Exhibit B to this Agreement. In the event the capital and maintenance costs associated with the Town Infrastructure are expected to be less than the revenues generated from the Town Capital and Maintenance Mill Levy in any year, the Town will provide notice to the District no later than October 1 of the then-current year that the District may reduce the Town Capital and Maintenance Mill Levy as appropriate and as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

3. Operation and Maintenance Mill Levy. The District may impose a property tax of up to 10 mills, which shall be used for the ongoing administrative expenses of the District and for the maintenance of certain of the Public Improvements and Regional Infrastructure, as set forth on Exhibit C to this Agreement. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the applicable Approved Development Plan(s), and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District commencing the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its maintenance obligations in connection with the Public Improvements and the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that the requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations necessary to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues received by the District from the Mill Levies that are due to the Town as required herein no later than March 15 and June 30 each year, and the Town shall deposit and maintain such revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Hess Ranch Metropolitan District Fund"). Any revenues from the Mill Levies the District receives after June 30 that are due to the Town as required herein shall be remitted to the Town within 30 days of their receipt. The monies in the Hess Ranch Metropolitan District Fund may be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure and the Town Infrastructure as further detailed in this Agreement. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with all applicable Approved Development Plans, including but not limited to final approved plats, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, or to own fee title to any real property, unless specifically provided for in an Approved Development Plan, this Agreement or a separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad*

valorem property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District, together with the other Districts, shall not issue Debt in excess of $254,368,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. The Debt limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek

damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the Town's approval of the District's Service Plan, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Hess Ranch Metropolitan District No. 5
4100 E. Mississippi Ave., Suite 500
Denver, CO 80246
Attn: Lawrence P. Jacobson; Matthew P. Osborn
Phone: (303) 748-5466
ljacobson@frontrangecommunities.com
mosborn@frontrangecommunities.com

With a copy to:

Hess Ranch Metropolitan District No. 5
c/o Spencer Fane LLP
Attn: Matt Dalton; Tom George
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Phone: 303-839-3800
Fax: 303-839-3838
mdalton@spencerfane.com
tgeorge@spencerfane.com

To the Town: Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334
Attn: Kristin Schledorn, Deputy Town Attorney
cc: Mary Lou Brown, Finance Director
Phone: (303) 841-0353
Fax: (303) 840-9792
kschledorn@parkeronline.org
mlbrown@parkeronline.org

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Cooperation among Hess Ranch Metropolitan District Nos. 4-8. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Hess Ranch Metropolitan District Nos. 5-8 for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in one or more intergovernmental agreements among the Districts.

19. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement may be executed in as many as two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees

that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement merges, supersedes and replaces all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

M. No Waiver of Governmental Immunity. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of any protections afforded the Parties pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

____

_______________, Mayor

ATTEST:

____
___________________, Town Clerk

APPROVED AS TO FORM:

____
________________, Town Attorney

HESS RANCH METROPOLITAN DISTRICT NO. 5, a quasi-municipal corporation and political subdivision of the State of Colorado

By: ______________________________
Lawrence Jacobson, President
Hess Ranch Metropolitan District No. 5

ATTEST:

____
Matthew Osborn, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The revenues derived from the Infrastructure Capital Mill Levy may be retained by the District and used for the planning, design, financing, acquisition and/or construction of the following infrastructure and improvements, which infrastructure and improvements the Parties agree shall be considered Regional Infrastructure:

1. regional stormwater improvements, including but not limited to regional stormwater channels and detention/retention facilities;

2. arterial streets and appurtenances, including but not limited to traffic safety improvements;

3. right-of-way landscaping (edges and medians) along arterial street rights-of-way;

4. regional water and sanitary sewer improvements;

5. regional open space, regional trails, and other regional park and recreation improvements;

6. all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be planned, designed and constructed by the District;

7. all other regional improvements that may be planned, designed, or constructed by any one of the other Districts.

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

Revenues derived from the Town Capital and Maintenance Mill Levy may be used by the Town for the purpose of funding capital costs or the costs of maintenance of Town Infrastructure necessary in connection with the impacts of development in the District, including the following:

1. maintenance and operation of all roadways, storm sewer, and associated items constructed within Town right-of-way;

2. maintenance and operation of regional roadways serving the District;

3. maintenance and operation of all storm sewer, detention ponds, stream improvements, and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility; and

4. widening of Chambers Road to a full arterial roadway section through the District boundaries, including additional lanes, bridge structures, sidewalk, curb and gutter, medians, and all other associated items.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District may use the revenues derived from the Operation and Maintenance Mill Levy for the ongoing administrative expenses of the District and the operation and maintenance of Public Improvements and Regional Infrastructure, which Public Improvements and Regional Infrastructure shall include but are not limited to the following:

1. regional stormwater improvements, including but not limited to regional stormwater channels and detention/retention facilities;

2. collector and arterial streets and appurtenances, including but not limited to traffic safety improvements;

3. right-of-way landscaping (edges and medians) along collector, arterial and other street rights-of-way;

4. regional water and sanitary sewer improvements;

5. regional open space, regional trails, and other regional park and recreation improvements;

6. all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be owned, operated and/or maintained by the District;

7. community parks and recreation facilities, including but not limited to parks, playgrounds, community center(s), swimming pool(s), playgrounds, tot lots, recreation centers, ballfields, sport courts, dog parks, picnic shelters, picnic facilities, and associated grounds and landscaping;

8. all other improvements and operations specifically identified in an Approved Development Plan approved by the Town to be owned, operated, maintained and/or provided by the District;

9. all improvements that may be planned, designed or constructed by the District until such time as such improvements are dedicated, conveyed or transferred to and accepted by the applicable accepting jurisdiction(s); and

10. all other improvements that may be owned, operated and/or maintained by any one of the other Districts.

ORDINANCE NO. 9.296 , Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER, COLORADO, AND HESS RANCH METROPOLITAN DISTRICT NO. 6

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

Section 1. The Town Council of the Town of Parker hereby approves the Amended and Restated Intergovernmental Agreement by and between the Town of Parker and Hess Ranch Metropolitan District No. 6 in substantially the form attached hereto as **Exhibit 1** and incorporated herein by this reference (the "Agreement"), 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

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND HESS RANCH METROPOLITAN DISTRICT NO. 6

THIS AGREEMENT (the "Agreement") is made and entered into as of this ___ day of ____________, 20__, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the "Town"), and the HESS RANCH METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Amended and Restated Service Plan approved by the Town on ____________________ (the "Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town previously approved that certain Hess Ranch Development Plan and Guide, approved by the Town by Ordinance No. 3.315, Series of 2015, recorded at Reception No. 2015089335 of the Douglas County Clerk and Recorder's Office, and amended by Ordinance No. 3.315.1, Series of 2017, recorded at Reception No. 2017076073 of the Douglas County Clerk and Recorder's Office, and it is anticipated that the Town will in the future approve or enter into one or more additional Approved Development Plans (as defined in the Service Plan), all of which will identify, among other things, Public Improvements (as defined in the Service Plan) necessary for facilitating development for property within the Service Area and specific regional improvements necessary or desirable in connection with the impacts of the development of the Property (the "Regional Infrastructure"); and

WHEREAS, pursuant to an Approved Development Plan, the Town and District may share in the responsibilities for constructing and owning the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan and as further set forth herein, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the "Infrastructure Capital Mill Levy"), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution ("TABOR") to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable from the Infrastructure Capital Mill Levy; and

WHEREAS, the Parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's Service Area (the "Property"); and

WHEREAS, the Parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property ("Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan and as further set forth herein, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy and to issue debt repayable from the Town Capital and Maintenance Mill Levy; and

WHEREAS, the Parties further acknowledge that the District will have certain ongoing administrative obligations, as well as maintenance obligations with regard to the Public Improvements and Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District will levy a property tax (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Parties understand and agree the District was originally organized together with Hess Ranch Metropolitan District Nos. 5-8 (together with the District, the "Districts"), and while Hess Ranch Metropolitan District Nos. 5-8 each have their own service plan, it is contemplated that the Districts may cooperate with each other concerning the planning, design, construction, ownership, operation and maintenance of certain infrastructure that benefits the taxpayers and inhabitants of the Districts' combined Service Area, and that each of the Districts may additionally have its own particular infrastructure needs; and

WHEREAS, the Town and the District previously entered into that certain Intergovernmental Agreement with Hess Ranch Metropolitan District Nos. 1-8, dated August 15, 2016, (as amended by that First Amendment to Intergovernmental Agreement among the Town and Hess Ranch Metropolitan District Nos. 1-3, dated March 6, 2017, the "Original IGA"), which Original IGA governed the relationship among the Parties; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement to replace and supersede in its entirety the Original IGA in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement. The Town agrees that for economic efficiency in financing Regional Infrastructure, the District

may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing Debt (as defined in the Service Plan), provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy may only be used to pay costs associated with Regional Infrastructure.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or maintenance of the Town Infrastructure. The utilization of the Town Capital and Maintenance Mill Levy is set forth on Exhibit B to this Agreement. In the event the capital and maintenance costs associated with the Town Infrastructure are expected to be less than the revenues generated from the Town Capital and Maintenance Mill Levy in any year, the Town will provide notice to the District no later than October 1 of the then-current year that the District may reduce the Town Capital and Maintenance Mill Levy as appropriate and as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

3. Operation and Maintenance Mill Levy. The District may impose a property tax of up to 10 mills, which shall be used for the ongoing administrative expenses of the District and for the maintenance of certain of the Public Improvements and Regional Infrastructure, as set forth on Exhibit C to this Agreement. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the applicable Approved Development Plan(s), and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District commencing the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its maintenance obligations in connection with the Public Improvements and the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that the requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations necessary to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues received by the District from the Mill Levies that are due to the Town as required herein no later than March 15 and June 30 each year, and the Town shall deposit and maintain such revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Hess Ranch Metropolitan District Fund"). Any revenues from the Mill Levies the District receives after June 30 that are due to the Town as required herein shall be remitted to the Town within 30 days of their receipt. The monies in the Hess Ranch Metropolitan District Fund may be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure and the Town Infrastructure as further detailed in this Agreement. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with all applicable Approved Development Plans, including but not limited to final approved plats, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, or to own fee title to any real property, unless specifically provided for in an Approved Development Plan, this Agreement or a separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad*

valorem property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District, together with the other Districts, shall not issue Debt in excess of $254,368,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. The Debt limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek

damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the Town's approval of the District's Service Plan, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Hess Ranch Metropolitan District No. 6
4100 E. Mississippi Ave., Suite 500
Denver, CO 80246
Attn: Lawrence P. Jacobson; Matthew P. Osborn
Phone: (303) 748-5466
ljacobson@frontrangecommunities.com
mosborn@frontrangecommunities.com

With a copy to:

Hess Ranch Metropolitan District No. 6
c/o Spencer Fane LLP
Attn: Matt Dalton; Tom George
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Phone: 303-839-3800
Fax: 303-839-3838
mdalton@spencerfane.com
tgeorge@spencerfane.com

To the Town: Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334
Attn: Kristin Schledorn, Deputy Town Attorney
cc: Mary Lou Brown, Finance Director
Phone: (303) 841-0353
Fax: (303) 840-9792
kschledorn@parkeronline.org
mlbrown@parkeronline.org

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Cooperation among Hess Ranch Metropolitan District Nos. 4-8. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Hess Ranch Metropolitan District Nos. 5-8 for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in one or more intergovernmental agreements among the Districts.

19. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement may be executed in as many as two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees

that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement merges, supersedes and replaces all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

M. No Waiver of Governmental Immunity. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of any protections afforded the Parties pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

____
________________, Mayor

ATTEST:

____
___________________, Town Clerk

APPROVED AS TO FORM:

____
________________, Town Attorney

HESS RANCH METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado

By: ______________________________
Lawrence Jacobson, President
Hess Ranch Metropolitan District No. 6

ATTEST:

____
Matthew Osborn, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The revenues derived from the Infrastructure Capital Mill Levy may be retained by the District and used for the planning, design, financing, acquisition and/or construction of the following infrastructure and improvements, which infrastructure and improvements the Parties agree shall be considered Regional Infrastructure:

1. regional stormwater improvements, including but not limited to regional stormwater channels and detention/retention facilities;

2. arterial streets and appurtenances, including but not limited to traffic safety improvements;

3. right-of-way landscaping (edges and medians) along arterial street rights-of-way;

4. regional water and sanitary sewer improvements;

5. regional open space, regional trails, and other regional park and recreation improvements;

6. all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be planned, designed and constructed by the District;

7. all other regional improvements that may be planned, designed, or constructed by any one of the other Districts.

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

Revenues derived from the Town Capital and Maintenance Mill Levy may be used by the Town for the purpose of funding capital costs or the costs of maintenance of Town Infrastructure necessary in connection with the impacts of development in the District, including the following:

1. maintenance and operation of all roadways, storm sewer, and associated items constructed within Town right-of-way;

2. maintenance and operation of regional roadways serving the District;

3. maintenance and operation of all storm sewer, detention ponds, stream improvements, and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility; and

4. widening of Chambers Road to a full arterial roadway section through the District boundaries, including additional lanes, bridge structures, sidewalk, curb and gutter, medians, and all other associated items.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District may use the revenues derived from the Operation and Maintenance Mill Levy for the ongoing administrative expenses of the District and the operation and maintenance of Public Improvements and Regional Infrastructure, which Public Improvements and Regional Infrastructure shall include but are not limited to the following:

1. regional stormwater improvements, including but not limited to regional stormwater channels and detention/retention facilities;

2. collector and arterial streets and appurtenances, including but not limited to traffic safety improvements;

3. right-of-way landscaping (edges and medians) along collector, arterial and other street rights-of-way;

4. regional water and sanitary sewer improvements;

5. regional open space, regional trails, and other regional park and recreation improvements;

6. all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be owned, operated and/or maintained by the District;

7. community parks and recreation facilities, including but not limited to parks, playgrounds, community center(s), swimming pool(s), playgrounds, tot lots, recreation centers, ballfields, sport courts, dog parks, picnic shelters, picnic facilities, and associated grounds and landscaping;

8. all other improvements and operations specifically identified in an Approved Development Plan approved by the Town to be owned, operated, maintained and/or provided by the District;

9. all improvements that may be planned, designed or constructed by the District until such time as such improvements are dedicated, conveyed or transferred to and accepted by the applicable accepting jurisdiction(s); and

10. all other improvements that may be owned, operated and/or maintained by any one of the other Districts.

ORDINANCE NO. __9.297___, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER, COLORADO, AND HESS RANCH METROPOLITAN DISTRICT NO. 7

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

Section 1. The Town Council of the Town of Parker hereby approves the Amended and Restated Intergovernmental Agreement by and between the Town of Parker and Hess Ranch Metropolitan District No. 7 in substantially the form attached hereto as **Exhibit 1** and incorporated herein by this reference (the "Agreement"), 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

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND HESS RANCH METROPOLITAN DISTRICT NO. 7

THIS AGREEMENT (the "Agreement") is made and entered into as of this ___ day of ____________, 20__, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the "Town"), and the HESS RANCH METROPOLITAN DISTRICT NO. 7, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Amended and Restated Service Plan approved by the Town on ____________________ (the "Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town previously approved that certain Hess Ranch Development Plan and Guide, approved by the Town by Ordinance No. 3.315, Series of 2015, recorded at Reception No. 2015089335 of the Douglas County Clerk and Recorder's Office, and amended by Ordinance No. 3.315.1, Series of 2017, recorded at Reception No. 2017076073 of the Douglas County Clerk and Recorder's Office, and it is anticipated that the Town will in the future approve or enter into one or more additional Approved Development Plans (as defined in the Service Plan), all of which will identify, among other things, Public Improvements (as defined in the Service Plan) necessary for facilitating development for property within the Service Area and specific regional improvements necessary or desirable in connection with the impacts of the development of the Property (the "Regional Infrastructure"); and

WHEREAS, pursuant to an Approved Development Plan, the Town and District may share in the responsibilities for constructing and owning the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan and as further set forth herein, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the "Infrastructure Capital Mill Levy"), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution ("TABOR") to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable from the Infrastructure Capital Mill Levy; and

WHEREAS, the Parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's Service Area (the "Property"); and

WHEREAS, the Parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property ("Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan and as further set forth herein, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy and to issue debt repayable from the Town Capital and Maintenance Mill Levy; and

WHEREAS, the Parties further acknowledge that the District will have certain ongoing administrative obligations, as well as maintenance obligations with regard to the Public Improvements and Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District will levy a property tax (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Parties understand and agree the District was originally organized together with Hess Ranch Metropolitan District Nos. 5-8 (together with the District, the "Districts"), and while Hess Ranch Metropolitan District Nos. 5-8 each have their own service plan, it is contemplated that the Districts may cooperate with each other concerning the planning, design, construction, ownership, operation and maintenance of certain infrastructure that benefits the taxpayers and inhabitants of the Districts' combined Service Area, and that each of the Districts may additionally have its own particular infrastructure needs; and

WHEREAS, the Town and the District previously entered into that certain Intergovernmental Agreement with Hess Ranch Metropolitan District Nos. 1-8, dated August 15, 2016, (as amended by that First Amendment to Intergovernmental Agreement among the Town and Hess Ranch Metropolitan District Nos. 1-3, dated March 6, 2017, the "Original IGA"), which Original IGA governed the relationship among the Parties; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement to replace and supersede in its entirety the Original IGA in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. <u>Infrastructure Capital Mill Levy</u>. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement. The Town agrees that for economic efficiency in financing Regional Infrastructure, the District

may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing Debt (as defined in the Service Plan), provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy may only be used to pay costs associated with Regional Infrastructure.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or maintenance of the Town Infrastructure. The utilization of the Town Capital and Maintenance Mill Levy is set forth on Exhibit B to this Agreement. In the event the capital and maintenance costs associated with the Town Infrastructure are expected to be less than the revenues generated from the Town Capital and Maintenance Mill Levy in any year, the Town will provide notice to the District no later than October 1 of the then-current year that the District may reduce the Town Capital and Maintenance Mill Levy as appropriate and as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

3. Operation and Maintenance Mill Levy. The District may impose a property tax of up to 10 mills, which shall be used for the ongoing administrative expenses of the District and for the maintenance of certain of the Public Improvements and Regional Infrastructure, as set forth on Exhibit C to this Agreement. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the applicable Approved Development Plan(s), and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District commencing the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its maintenance obligations in connection with the Public Improvements and the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that the requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations necessary to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues received by the District from the Mill Levies that are due to the Town as required herein no later than March 15 and June 30 each year, and the Town shall deposit and maintain such revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Hess Ranch Metropolitan District Fund"). Any revenues from the Mill Levies the District receives after June 30 that are due to the Town as required herein shall be remitted to the Town within 30 days of their receipt. The monies in the Hess Ranch Metropolitan District Fund may be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure and the Town Infrastructure as further detailed in this Agreement. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with all applicable Approved Development Plans, including but not limited to final approved plats, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, or to own fee title to any real property, unless specifically provided for in an Approved Development Plan, this Agreement or a separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad*

valorem property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District, together with the other Districts, shall not issue Debt in excess of $254,368,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. The Debt limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek

damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the Town's approval of the District's Service Plan, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Hess Ranch Metropolitan District No. 7
4100 E. Mississippi Ave., Suite 500
Denver, CO 80246
Attn: Lawrence P. Jacobson; Matthew P. Osborn
Phone: (303) 748-5466
ljacobson@frontrangecommunities.com
mosborn@frontrangecommunities.com

With a copy to:

Hess Ranch Metropolitan District No. 7
c/o Spencer Fane LLP
Attn: Matt Dalton; Tom George
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Phone: 303-839-3800
Fax: 303-839-3838
mdalton@spencerfane.com
tgeorge@spencerfane.com

To the Town: Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334
Attn: Kristin Schledorn, Deputy Town Attorney
cc: Mary Lou Brown, Finance Director
Phone: (303) 841-0353
Fax: (303) 840-9792
kschledorn@parkeronline.org
mlbrown@parkeronline.org

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Cooperation among Hess Ranch Metropolitan District Nos. 4-8. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Hess Ranch Metropolitan District Nos. 5-8 for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in one or more intergovernmental agreements among the Districts.

19. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement may be executed in as many as two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees

that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement merges, supersedes and replaces all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

M. No Waiver of Governmental Immunity. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of any protections afforded the Parties pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

____

________________, Mayor

ATTEST:

____
___________________, Town Clerk

APPROVED AS TO FORM:

____
________________, Town Attorney

HESS RANCH METROPOLITAN DISTRICT NO. 7, a quasi-municipal corporation and political subdivision of the State of Colorado

By: ________________________________
Lawrence Jacobson, President
Hess Ranch Metropolitan District No. 7

ATTEST:

____
Matthew Osborn, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The revenues derived from the Infrastructure Capital Mill Levy may be retained by the District and used for the planning, design, financing, acquisition and/or construction of the following infrastructure and improvements, which infrastructure and improvements the Parties agree shall be considered Regional Infrastructure:

1. regional stormwater improvements, including but not limited to regional stormwater channels and detention/retention facilities;

2. arterial streets and appurtenances, including but not limited to traffic safety improvements;

3. right-of-way landscaping (edges and medians) along arterial street rights-of-way;

4. regional water and sanitary sewer improvements;

5. regional open space, regional trails, and other regional park and recreation improvements;

6. all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be planned, designed and constructed by the District;

7. all other regional improvements that may be planned, designed, or constructed by any one of the other Districts.

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

Revenues derived from the Town Capital and Maintenance Mill Levy may be used by the Town for the purpose of funding capital costs or the costs of maintenance of Town Infrastructure necessary in connection with the impacts of development in the District, including the following:

1. maintenance and operation of all roadways, storm sewer, and associated items constructed within Town right-of-way;

2. maintenance and operation of regional roadways serving the District;

3. maintenance and operation of all storm sewer, detention ponds, stream improvements, and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility; and

4. widening of Chambers Road to a full arterial roadway section through the District boundaries, including additional lanes, bridge structures, sidewalk, curb and gutter, medians, and all other associated items.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District may use the revenues derived from the Operation and Maintenance Mill Levy for the ongoing administrative expenses of the District and the operation and maintenance of Public Improvements and Regional Infrastructure, which Public Improvements and Regional Infrastructure shall include but are not limited to the following:

1. regional stormwater improvements, including but not limited to regional stormwater channels and detention/retention facilities;

2. collector and arterial streets and appurtenances, including but not limited to traffic safety improvements;

3. right-of-way landscaping (edges and medians) along collector, arterial and other street rights-of-way;

4. regional water and sanitary sewer improvements;

5. regional open space, regional trails, and other regional park and recreation improvements;

6. all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be owned, operated and/or maintained by the District;

7. community parks and recreation facilities, including but not limited to parks, playgrounds, community center(s), swimming pool(s), playgrounds, tot lots, recreation centers, ballfields, sport courts, dog parks, picnic shelters, picnic facilities, and associated grounds and landscaping;

8. all other improvements and operations specifically identified in an Approved Development Plan approved by the Town to be owned, operated, maintained and/or provided by the District;

9. all improvements that may be planned, designed or constructed by the District until such time as such improvements are dedicated, conveyed or transferred to and accepted by the applicable accepting jurisdiction(s); and

10. all other improvements that may be owned, operated and/or maintained by any one of the other Districts.

ORDINANCE NO. __9.298__, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER, COLORADO, AND HESS RANCH METROPOLITAN DISTRICT NO. 8

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

Section 1. The Town Council of the Town of Parker hereby approves the Amended and Restated Intergovernmental Agreement by and between the Town of Parker and Hess Ranch Metropolitan District No. 8 in substantially the form attached hereto as **Exhibit 1** and incorporated herein by this reference (the "Agreement"), 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

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND HESS RANCH METROPOLITAN DISTRICT NO. 8

THIS AGREEMENT (the "Agreement") is made and entered into as of this ___ day of ____________, 20__, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the "Town"), and the HESS RANCH METROPOLITAN DISTRICT NO. 8, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Amended and Restated Service Plan approved by the Town on ____________________ (the "Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town previously approved that certain Hess Ranch Development Plan and Guide, approved by the Town by Ordinance No. 3.315, Series of 2015, recorded at Reception No. 2015089335 of the Douglas County Clerk and Recorder's Office, and amended by Ordinance No. 3.315.1, Series of 2017, recorded at Reception No. 2017076073 of the Douglas County Clerk and Recorder's Office, and it is anticipated that the Town will in the future approve or enter into one or more additional Approved Development Plans (as defined in the Service Plan), all of which will identify, among other things, Public Improvements (as defined in the Service Plan) necessary for facilitating development for property within the Service Area and specific regional improvements necessary or desirable in connection with the impacts of the development of the Property (the "Regional Infrastructure"); and

WHEREAS, pursuant to an Approved Development Plan, the Town and District may share in the responsibilities for constructing and owning the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan and as further set forth herein, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the "Infrastructure Capital Mill Levy"), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution ("TABOR") to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable from the Infrastructure Capital Mill Levy; and

WHEREAS, the Parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's Service Area (the "Property"); and

WHEREAS, the Parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property ("Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan and as further set forth herein, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy and to issue debt repayable from the Town Capital and Maintenance Mill Levy; and

WHEREAS, the Parties further acknowledge that the District will have certain ongoing administrative obligations, as well as maintenance obligations with regard to the Public Improvements and Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District will levy a property tax (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Parties understand and agree the District was originally organized together with Hess Ranch Metropolitan District Nos. 5-8 (together with the District, the "Districts"), and while Hess Ranch Metropolitan District Nos. 5-8 each have their own service plan, it is contemplated that the Districts may cooperate with each other concerning the planning, design, construction, ownership, operation and maintenance of certain infrastructure that benefits the taxpayers and inhabitants of the Districts' combined Service Area, and that each of the Districts may additionally have its own particular infrastructure needs; and

WHEREAS, the Town and the District previously entered into that certain Intergovernmental Agreement with Hess Ranch Metropolitan District Nos. 1-8, dated August 15, 2016, (as amended by that First Amendment to Intergovernmental Agreement among the Town and Hess Ranch Metropolitan District Nos. 1-3, dated March 6, 2017, the "Original IGA"), which Original IGA governed the relationship among the Parties; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement to replace and supersede in its entirety the Original IGA in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. <u>Infrastructure Capital Mill Levy</u>. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement. The Town agrees that for economic efficiency in financing Regional Infrastructure, the District

may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing Debt (as defined in the Service Plan), provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy may only be used to pay costs associated with Regional Infrastructure.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or maintenance of the Town Infrastructure. The utilization of the Town Capital and Maintenance Mill Levy is set forth on Exhibit B to this Agreement. In the event the capital and maintenance costs associated with the Town Infrastructure are expected to be less than the revenues generated from the Town Capital and Maintenance Mill Levy in any year, the Town will provide notice to the District no later than October 1 of the then-current year that the District may reduce the Town Capital and Maintenance Mill Levy as appropriate and as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

3. Operation and Maintenance Mill Levy. The District may impose a property tax of up to 10 mills, which shall be used for the ongoing administrative expenses of the District and for the maintenance of certain of the Public Improvements and Regional Infrastructure, as set forth on Exhibit C to this Agreement. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the applicable Approved Development Plan(s), and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District commencing the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its maintenance obligations in connection with the Public Improvements and the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that the requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations necessary to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues received by the District from the Mill Levies that are due to the Town as required herein no later than March 15 and June 30 each year, and the Town shall deposit and maintain such revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Hess Ranch Metropolitan District Fund"). Any revenues from the Mill Levies the District receives after June 30 that are due to the Town as required herein shall be remitted to the Town within 30 days of their receipt. The monies in the Hess Ranch Metropolitan District Fund may be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure and the Town Infrastructure as further detailed in this Agreement. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with all applicable Approved Development Plans, including but not limited to final approved plats, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, or to own fee title to any real property, unless specifically provided for in an Approved Development Plan, this Agreement or a separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad*

valorem property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District, together with the other Districts, shall not issue Debt in excess of $254,368,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. The Debt limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek

damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the Town's approval of the District's Service Plan, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Hess Ranch Metropolitan District No. 8
4100 E. Mississippi Ave., Suite 500
Denver, CO 80246
Attn: Lawrence P. Jacobson; Matthew P. Osborn
Phone: (303) 748-5466
ljacobson@frontrangecommunities.com
mosborn@frontrangecommunities.com

With a copy to:

Hess Ranch Metropolitan District No. 8
c/o Spencer Fane LLP
Attn: Matt Dalton; Tom George
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Phone: 303-839-3800
Fax: 303-839-3838
mdalton@spencerfane.com
tgeorge@spencerfane.com

To the Town: Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334
Attn: Kristin Schledorn, Deputy Town Attorney
cc: Mary Lou Brown, Finance Director
Phone: (303) 841-0353
Fax: (303) 840-9792
kschledorn@parkeronline.org
mlbrown@parkeronline.org

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Cooperation among Hess Ranch Metropolitan District Nos. 4-8. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Hess Ranch Metropolitan District Nos. 5-8 for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in one or more intergovernmental agreements among the Districts.

19. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement may be executed in as many as two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees

that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement merges, supersedes and replaces all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

M. No Waiver of Governmental Immunity. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of any protections afforded the Parties pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

____
________________, Mayor

ATTEST:

____
___________________, Town Clerk

APPROVED AS TO FORM:

____
________________, Town Attorney

HESS RANCH METROPOLITAN DISTRICT NO. 8, a quasi-municipal corporation and political subdivision of the State of Colorado

By: ______________________________
Lawrence Jacobson, President
Hess Ranch Metropolitan District No. 8

ATTEST:

____
Matthew Osborn, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The revenues derived from the Infrastructure Capital Mill Levy may be retained by the District and used for the planning, design, financing, acquisition and/or construction of the following infrastructure and improvements, which infrastructure and improvements the Parties agree shall be considered Regional Infrastructure:

1. regional stormwater improvements, including but not limited to regional stormwater channels and detention/retention facilities;

2. arterial streets and appurtenances, including but not limited to traffic safety improvements;

3. right-of-way landscaping (edges and medians) along arterial street rights-of-way;

4. regional water and sanitary sewer improvements;

5. regional open space, regional trails, and other regional park and recreation improvements;

6. all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be planned, designed and constructed by the District;

7. all other regional improvements that may be planned, designed, or constructed by any one of the other Districts.

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

Revenues derived from the Town Capital and Maintenance Mill Levy may be used by the Town for the purpose of funding capital costs or the costs of maintenance of Town Infrastructure necessary in connection with the impacts of development in the District, including the following:

1. maintenance and operation of all roadways, storm sewer, and associated items constructed within Town right-of-way;

2. maintenance and operation of regional roadways serving the District;

3. maintenance and operation of all storm sewer, detention ponds, stream improvements, and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility; and

4. widening of Chambers Road to a full arterial roadway section through the District boundaries, including additional lanes, bridge structures, sidewalk, curb and gutter, medians, and all other associated items.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District may use the revenues derived from the Operation and Maintenance Mill Levy for the ongoing administrative expenses of the District and the operation and maintenance of Public Improvements and Regional Infrastructure, which Public Improvements and Regional Infrastructure shall include but are not limited to the following:

1. regional stormwater improvements, including but not limited to regional stormwater channels and detention/retention facilities;

2. collector and arterial streets and appurtenances, including but not limited to traffic safety improvements;

3. right-of-way landscaping (edges and medians) along collector, arterial and other street rights-of-way;

4. regional water and sanitary sewer improvements;

5. regional open space, regional trails, and other regional park and recreation improvements;

6. all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be owned, operated and/or maintained by the District;

7. community parks and recreation facilities, including but not limited to parks, playgrounds, community center(s), swimming pool(s), playgrounds, tot lots, recreation centers, ballfields, sport courts, dog parks, picnic shelters, picnic facilities, and associated grounds and landscaping;

8. all other improvements and operations specifically identified in an Approved Development Plan approved by the Town to be owned, operated, maintained and/or provided by the District;

9. all improvements that may be planned, designed or constructed by the District until such time as such improvements are dedicated, conveyed or transferred to and accepted by the applicable accepting jurisdiction(s); and

10. all other improvements that may be owned, operated and/or maintained by any one of the other Districts.

Town Administrator's Report

Summer 2019

PARKER
COLORADO

Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Tel: 303.841.0353
Fax: 303.805.3153
townadministrator@parkeronline.org

Communications

Department Updates

Let's Talk Parker Update
Do you use our online community engagement website? Take our survey at www.LetsTalkParker.org and tell us what you love about the site and how we can continue to improve the platform! We look forward to your feedback.

Educational Video Series Coming Soon
The Communications Department is working on a new series of educational videos that we are excited to share with the community! This great series will take some complex government topics (such as Annexation, pictured at right) and make them easy to understand. We look forward to rolling them out to the community later this year.

Viral Social Media Post

The Parks and Recreation Marketing team had a social media post go viral (pictured at right)! The photo of H2O'Brien Pool filled with water, but surrounded by snow, made it all the way to the Good Morning America show. Way to go, team!

Town Events

Bike to Work Day
Parker's Bike to Work Day Breakfast Station welcomed more than 400 riders between 6 a.m. and 9 a.m. on June 26. The station featured complimentary breakfast, fun giveaways, free custom Town of Parker Bike to Work Day T-shirts and bike checks and repairs. Thanks to our Breakfast Station sponsors Rocky Vista University, Ent Credit Union, Flippin' Flapjacks, Elevation Cycles, Care Now Urgent Care, Vitalant and Natural Grocers.

Parker Stars and Stripes Celebration
Thousands celebrated our nation's date of independence at our annual Parker Stars and Stripes Celebration at Salisbury Park. Many memories were made at this fun event that couldn't have been possible without our generous sponsors: Ent Credit Union, Xfinity, Planet Fitness of Parker, Kona Ice of South Aurora, Renewal By Anderson and Vitalant, Jet's Pizza, Elevation Cycles. We'd also like to say thanks to Joy Lutheran Church, Parker Teen Court, Parker Explorers, and all our other amazing volunteers and staff who helped behind the scenes.

***Let's Talk Parker* Farmer's Market Booth**
The inaugural Touch-a-Truck Event at the May 19 Parker Farmer's Market was a hit, with many residents stopping by to learn about all of the great things our Engineering and Public Works Department does! The success continued on June 23 with a second *Let's Talk Parker* Farmer's Market booth. Councilmembers John Diak and Cheryl Poage were in attendance, as well as staff from various Town departments. Town Council and staff visited with many community members, answered questions and distributed 500 reusable grocery bags. Be sure to join us for the final *Let's Talk Parker* booth of the summer at the Parker Farmer's Market on Aug. 18 from 8 a.m. to 1 p.m.

Communications - *con't*

2nd Quarter Digital Marketing Report

Social Media

The following statistics were collected from the Town of Parker's and Parker Parks and Recreation's Facebook, Twitter and Instagram accounts between April 1 and June 30.

Account Followers

Town Facebook: 14,808 to 15,404; +4%
Town Twitter: 3,746 to 3,919; +5%
Town Instagram: 2,479 to 2,885; +16%
Parks and Recreation Facebook: 6,871 to 7,380; +7%
Parks and Recreation Twitter: 1,774 to 1,827; +3%
Parks and Recreation Instagram: 1,317 to 1,481; +12%

Post Engagement
(number of likes, comments, shares, link clicks)

Town Social Media Accounts: 72,670
Parks and Recreation Social Media Accounts: 53,837

Post Impressions (number of views)

Town Social Media Accounts: 1,039,633
Parks and Recreation Social Media Accounts: 662,524

Follow the Town of Parker (@TownofParkerCO) and Parker Parks and Recreation (@ParkerRec) with the same username on each platform.

Website Statistics

The following statistics demonstrate activity for the Town of Parker (www.ParkerOnline.org) and Parker Parks and Recreation (www.ParkerRec.com) website between April 1 and June 30.

Website Visits

Town of Parker: 86,005
Parks and Recreation: 113,218

Page Views

Town of Parker: 154,674
Parks and Recreation: 215,769

162,865 impressions; 26,179 reactions, comments and shares
"So, um, opening day is only four days away. Yep, we're fine, it's all fine here."

54,720 impressions; 14,317 reactions, comments and shares
"Walking in a springtime wonderland."

17,105 impressions; 4,757 reactions, comments and shares
"This is the Town Council Meeting for the Town of Parker on Monday April 1. Tonight's agenda includes the Back 40 Gun Range."

14,300 impressions; 2,590 reactions, comments and shares
"We are inviting the public to bring your own watercraft on select dates and explore the scenic Rueter-Hess Reservoir."

Town Instagram: 223 likes
"Walking in a springtime wonderland."

Parks and Recreation Instagram: 144 likes
"So, um, opening day is only four days away. Yep, we're fine, it's all fine here."

Community Development

Building Division Statistics - *2nd Quarter 2019*

Single-Family Permits: 106
$37,409,372 Q2 valuation
----
223 total in 2019
$77,091,303 total valuation
----
244 / $88,760,212 End Q2 2018

Multi-Family Permits: 9
$2,135,329 Q2 valuation
----
0 apartment buildings in 2019
0 apartment units
19 townhome units
$4,537,139 total valuation
----
24 / $40,375,287 End Q2 2018

Commercial Permits (New): 5
$2,884,254 Q2 valuation
----
18 total in 2019
$13,452,618 total valuation
----
23 / $31,333,016 End Q2 2018

Commercial Permits (Remodel): 223
$24,260,134 Q2 valuation
----
401 total in 2019
$31,058,406 total valuation
----
427 / $11,862,393 *End Q2 2018*

Other Permits: 600
$3,639,914 Q2 valuation

1,051 total in 2019
$6,175,251 total valuation

1,098 / $6,042,473 *End Q2 2018*

Total Permits: 943
$70,329,003 Q2 valuation

1,712 total in 2019
$132,314,717 total valuation

1,816 / $178,373,381 *End Q2 2018*

Inspections: 9,929 in Q2

17,846 total in 2019
20,873 *End Q2 2018*

Comprehensive Planning

Land Development Ordinance – Modernization Project

The Town of Parker is in the process of updating and modernizing its current Land Development Ordinance (LDO) The LDO governs land use and development within Parker, and its primary purpose is to promote the public health, safety and general public welfare. It is one of the most important tools to implement the goals and recommendations of the Master Plan, which itself expresses the vision of the community and Town Council for the future growth and development of Parker. Currently, the project is in Phase 1 of a two-phase effort. Phase 1 includes stakeholder and public outreach, analysis and diagnostic reporting of the Town's current code. The Diagnostic Report and Annotated Outline, a 54-page report, is complete and can be viewed online at www.ParkerOnline.org/LDO. These documents are the precursor to the next and final step in Phase 1, which is the development of the Project Charter, a "roadmap" that will guide the actual rewrite of the LDO.

Parks, Trails and Open Space Dedication Standards Study

In tandem with the LDO Modernization project, the Town is updating its parks and open space dedication standards to better align with the community's vision and expectations. Many of the parks, open space and trails that serve our residents are preserved through the Town's development review process, built by developers with new housing and maintained by homeowners' associations. These updated standards will outline the requirements for each type of park, either neighborhood or community serving. The outcome of this study and the resulting LDO amendments will include the minimum size, location and amenities to be located within each type of park. These new requirements will improve overall park design and create consistency and more clarity in the review process.

Chambers and Hess Subarea Plan

The Community Development Department has recently initiated the Chambers and Hess Subarea Plan project to assess economic and transportation influences on future commercial development that is currently allowed by zoning at the intersection of Hess Road and Chambers Road. The subarea plan concentrates planning efforts on the commercial and mixed-use zoned portions of the Anthology North Planned Development zoning located south of the intersection of Chambers and Hess Roads, as well as the commercially zoned property located at the northeast corner that is within the Douglas 234 Planned Development zoning.
A project information page will be available on the Let's Talk Parker community engagement website in mid-July 2019.

Community Development - *con't*

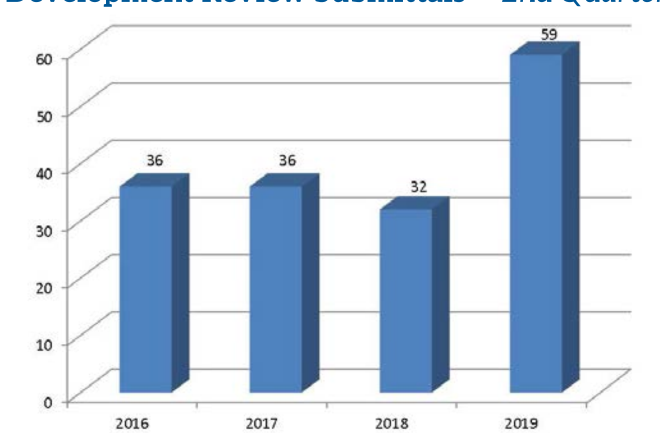
Development Review - *Project Updates*

Development Projects of Interest - Under Review

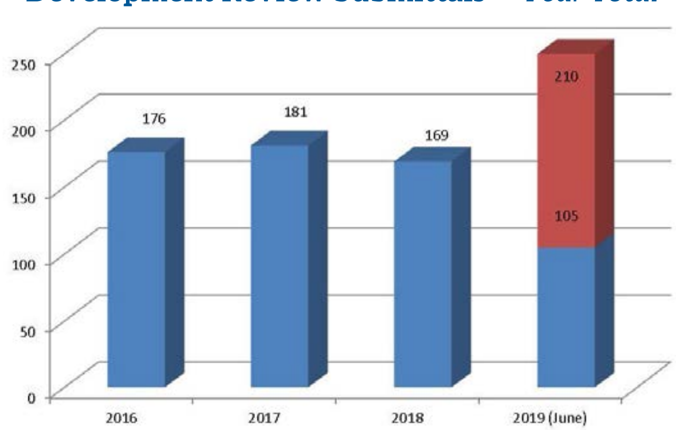
See the Development Tour Map at www.ParkerOnline.org/Development for information on all projects in Town.

Project Description	*Project Type*	*Case #*
Crown Point F1 AMD1 Lot 5 – Multi-tenant retail building * *SE of Cottonwood Dr and Parker Rd near Costco* * *14,400 sq. ft. Multi-Tenant Retail Building*	Site Plan	SP19-055
Compark Village Filing No. 4 Amendment 1 * *S of Compark Blvd, W of Chambers Rd* * *334,000 sq. ft. of Flex Office/Light Industrial Space in Four Buildings*	Minor Development Plat, Site Plan	SP19-013 SUB18-047 SUB19-016
Parker Auto Plaza Filing 1 Amendment 2 Multi-Lot Commercial * *SW corner of Parker Rd and Pine Ln* * *Multi-Lot Pad Development for Commercial Uses*	Preliminary Site Plan, Replat	SP18-047 SUB18-020
Olde Town/Senderos Creek North * *S of Mainstreet, E of Jordan Rd* * *108 Condominiums and 153 Townhomes*	Rezoning, Sketch Plan, Preliminary Plan, Site Plan	Z19-014 SUB19-014 SUB19-015 SP19-043
Crown Point Filing 1, Amendment 18 * *Parker Adventist Campus, SE of Parker Rd and Crown Crest Blvd* * *115,333 sq. ft. Medical Office Building*	Site Plan	SP18-081
Unplatted – Redevelopment of Vacant Gas Station * *SW corner of Parker Rd and Mainstreet* * *3,470 sq. ft. Bank with Drive Through*	Site Plan, Minor Development Plat, Use by Special Review	SP19-003 SUB19-004 Z19-001
Sunmarke Filing 1 * *N of French Creek Ave between Motsenbocker Rd and Ventana St* * *125 Single-Family Detached and 84 Paired Home Lots*	Final Plats	SUB19-016 SUB19-017 SUB19-018 SUB19-019
Cottonwood Highlands F4 AMD2 and F5 AMD2 Sketch Plan * *S of Cottonwood Dr between Jordan Rd and Chambers Rd* * *238 Paired Home Lots*	Sketch Plan	SUB18-037
Challenger Park PD Zoning Amendment 2 * *E of Jordan between Wintergreen Pkwy and Recreation Dr* * *Private K-8 School*	Zoning	Z19-002
Hess Ranch Sketch Plan, Preliminary Plan and Final Plat * *SW of Crowfoot Valley Rd and Stroh Rd* * *588 Single-Family Detached Lots with Parks, Trails and Open Space*	Sketch Plan, Preliminary Plan, Zoning Amendment	SUB19-021 SUB19-022 Z18-027

Development Review Submittals* - *2nd Quarter*



Development Review Submittals* - *Year Total*



Completed *Year-End Projection*

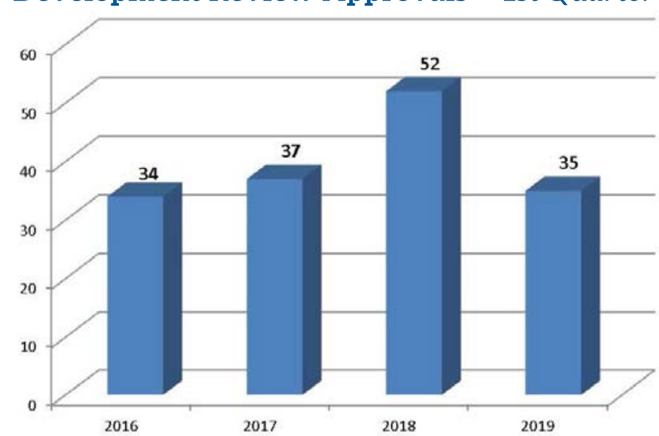
* *Annexation, Site Plan, Subdivision and Zoning*

Community Development - *con't*

Major Administrative Approvals - *2nd Quarter 2019*

Proposal	*Applicant*	*Case #*	*Approval Date*
Reata West F1 Amendment 4 L8 ** S of Stroh Road, West of Parker Road* ** 4,500 sq. ft. Dental Office*	Richter Dental Holdings	SP18-084	April 2
Crown Point F1 AMD21 L3A ** S of Cottonwood Drive, E of Parker Road* ** Gander Mountain Garage Door*	Gander Mountain	SP19-024	April 23
Stroh Crossing F1 L3 B10 ** E of Parker Road, N of Stroh Road* ** Firestone Tires*	Mark Derose	SP18-103	May 14
Stroh Crossing F1 AMD1 L5 ** E of Parker Road, N of Stroh Road* ** 4,200 sq. ft. Dental Office*	Tarr Group	SP18-115	June 14
Dransfeldt Place AMD1 L3B ** W of Dransfeldt Road off of Apache Drive* ** 27,650 Multi-Tenant Industrial Building*	Colorado Steel Systems	SP18-119	June 17
New Horizon F1 L1 B2 ** W of Newlin Gulch Blvd., S of Mainstreet* ** Lutheran HS 84-Space Parking Lot Expansion*	Lutheran High School	SP19-008	June 26

Development Review Approvals* - *1st Quarter*



See the Development Tour Map at www.ParkerOnline.org/Development for information on all projects in Town.

** Annexation, Site Plan, Subdivision and Zoning*

Cultural Department

Performances

- In the second quarter of 2019, we achieved virtual sell-outs (over 95% capacity) for: Postmodern Jukebox, The Magic of Bill Blagg and Parker Symphony Orchestra: Blockbusters performances.

- The 2019 Summer Concerts Series sponsored by Community Banks of Colorado (pictured at right) is in full swing at Discovery Park. Wash Park, Knot Rock, Nothing But Nineties and The Burroughs had great attendance over the past two months.

Development

- We held our first Bingo Fundraiser at The Studio on Mainstreet with over 75 Parker Arts patrons and friends in attendance.

- Parker Arts received the WESTAF Grant to help run the Story Pirates school program that incorporates the arts and creative writing throughout the Denver Metro. The program ended with a performance at the PACE Center.

- We hosted a member event with Tagawa Gardens where members made Kokedamas, enjoyed dinner together and learned to dance the Cowboy Cha Cha with the help from our county line dance instructor, Joy. We had nearly 40 Producer Level members in attendance.

Education

- Parker Arts has offered 64 unique summer camps run by 19 individual enrichment providers, which is an increase of 13 summer camps from 2018. Meanwhile, we expanded camps to run at both the PACE Center and The Schoolhouse in summer 2019.

- As of mid-summer, Parker Arts has registered 1,085 students for summer camps (pictured below)

Outreach

- A Ponderosa High School student was hired to the Parker Arts team following a job fair held at Ponderosa High School.

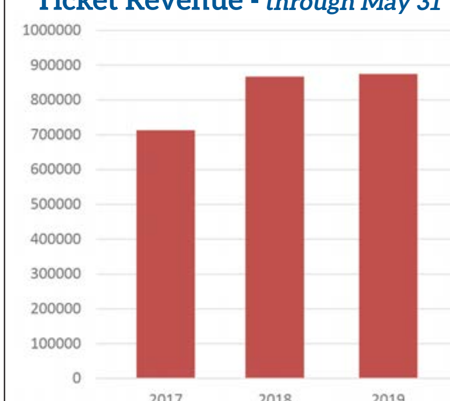
Facility Rentals

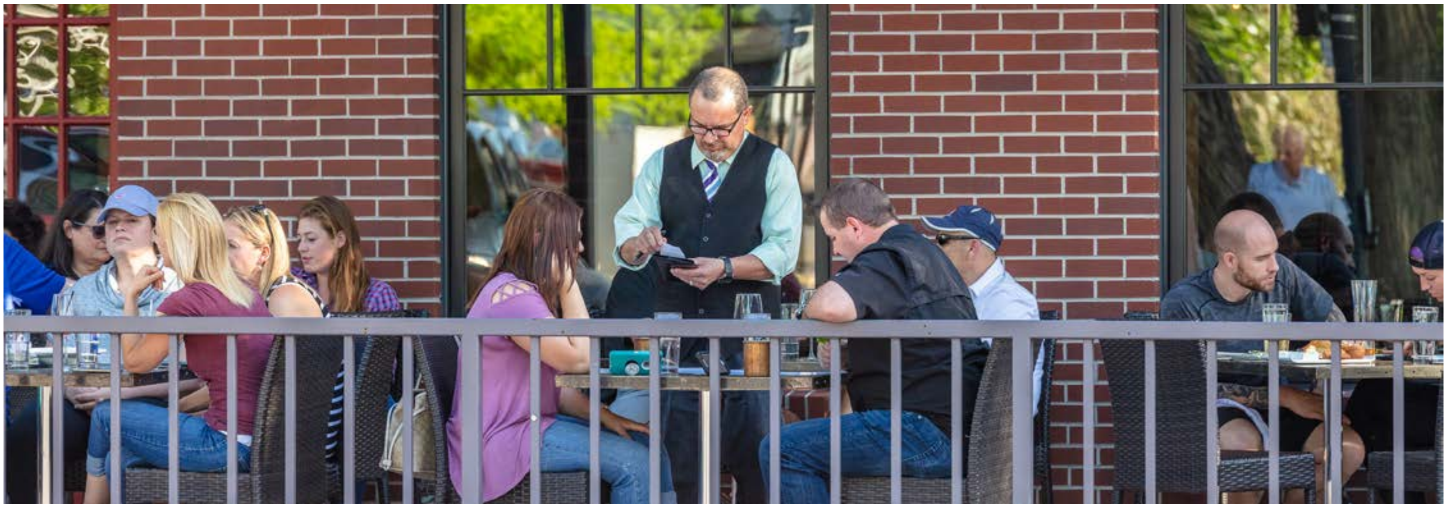
- The PACE Center hosted 11 memorial services in the second quarter.

- We held eight weddings in our facilities during the second quarter.

- There were 41 rentals in our theater space in the second quarter between The Schoolhouse and PACE Center.

Ticket Revenue - ***through May 31***

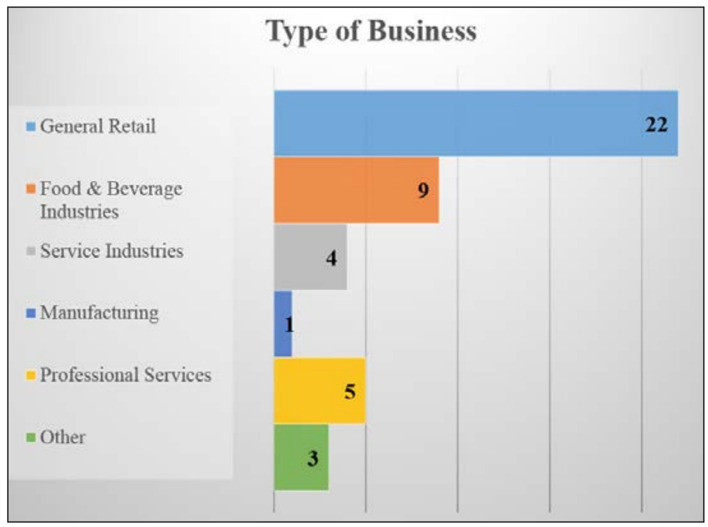




Economic Development

Business Retention Visits - *2nd Quarter*

- 44 visits completed
- Sales performance and profitability trends continue to increase for most companies
- Continued struggle to find employees in trade skills, restaurant, retail and manufacturing
- Demographics and continued housing growth increase the retailer's success
- Retailers are implementing innovative ways to succeed in the face of the continued e-commerce challenge



Advancing the Heartbeat of Retail

In May, Town Economic Development staff participated, for the tenth year, in the International Council of Shopping Centers RECon Conference in Las Vegas. During this annual three-day conference, shopping center executives, retailers, developers, tenant representatives, financial companies, and suppliers utilize the time to facilitate meetings between developers and end users, explore new concepts and showcase specific project opportunities.

This year the Parker delegation had numerous meetings with developers to discuss significant opportunities in the Town and support the leasing brokers of several current developments (i.e., Pine Bluffs commercial development). Of specific interest were discussions with development firms regarding the sale/development of the Town-owned properties on Mainstreet (My Mainstreet Project) and the continued advancements in the Westcreek and Parker Auto Plaza areas. Participation in the conference is a firm indicator for both developers and end users of Parker's willingness to engage and assist in the process of increasing our retail diversity.

ICSC RECON

Economic Development - *con't*

Economic Indicators - *2nd Quarter 2019*

Commercial						
	Parker		Southeast Metro		Metro Denver	
	2019 - Q1	**2018 - Q1**	2019 - Q1	2018 - Q1	2019 - Q1	2018 - Q1
Total Existing Office Square Footage	**1,077,242**	**1,076,092**	25,667,526	25,471,376	175,173,626	172,872,739
Office Vacancy Rate	**6.70%**	**4.90%**	13.00%	11.40%	9.20%	10.30%
Office Rental Rate - median	**$20.19**	**$20.91**	$22.90	$22.35	$23.69	$22.56
Total Existing Retail Square Footage	**4,431,148**	**4,344,812**	15,156,660	15,033,036	154,080,361	152,669,101
Retail Vacancy Rate	**3.30%**	**4.50%**	3.70%	4.30%	4.30%	4.20%
Retail Rental Rate - median	**$21.27**	**$20.69**	$20.25	$20.33	$18.68	$17.88
Total Existing Industrial/ Flex Square Footage	**830,537**	**817,407**	15,078,785	14,693,453	241,176,188	236,727,540
Industrial/ Flex Vacancy Rate	**1.50%**	**2.80%**	4.30%	4.10%	4.20%	3.80%
Industrial/Flex Rental Rate - median	**$13.83**	**$14.19**	$10.70	$10.11	$8.42	$8.13

Residential and Labor Force				
	Parker		Metro Denver	
	2019 - Q1	**2018 - Q1**	2019 - Q1	2018 - Q1
Residential Building Permits:	**127**	**107**	4,270	6,972
- Single Family	**117**	**91**	2,285	2,929
- Multi Family	**10**	**16**	1,985	4,043
Median Home Price	**$492,250**	**$489,650**	$450,000	$440,875
Median Condo/Townhome Price	**$293,000**	**$285,000**	$300,000	$295,000
Labor Force	**32,111**	**31,537**	1,657,840	1,626,544
Unemployment Rate	**2.60%**	**2.80%**	2.90%	3.00%

Multifamily						
	Parker		Southeast Metro		Metro Denver	
	2019 - Q1	**2018 - Q1**	2019 - Q1	2018 - Q1	2019 - Q1	2018 - Q1
Total Existing Multi Family Units	**5,138**	**4,883**	37,296	36,359	320,112	311,460
Multi Family Vacancy Rate	**9.30%**	**17.90%**	7.60%	8.60%	6.80%	7.90%
Average rent per unit	**$1,477**	**$1,421**	$1,513	$1,461	$1,410	$1,362

Sources - Costar, Real Estate Center Texas A & M, US Bureau of Labor Statistics, Denver Metro Association of Realtors

Etkin Johnson Chooses Parker to Enter South Denver Market

Colorado-based Etkin Johnson Real Estate Partners has acquired a 30-acre parcel located at the northwest corner of S. Chambers Road and E-470 to develop EDGE 470, a 350,000-square-foot Class A industrial/ flex campus. Phase I will include the development of approximately 175,000-square-feet of space in two buildings.

“The increased demand and sustained growth of the southeast office/industrial market has been on Etkin Johnson’s radar for quite some time,” said Derek Conn, partner at Etkin Johnson. “Our vision for EDGE 470 is to create forward-thinking space for high-caliber companies looking to grow within metro Denver and support the recent and continuing population and employment growth in the surrounding area.”

Engineering and Public Works

Roadway Capital Improvement Projects

Motsenbocker Road Widening

- *Clarke Farms subdivision to Todd Drive intersection*

Project construction commenced in April and will conclude in the fall of 2019. Due to significant storm sewer improvements being required on the project, Motsenbocker Road will be closed during the summer shutdown of the adjacent American Academy school to allow for expedited construction with a detour provided. The roadway is anticipated to reopen prior to American Academy starting classes again in August, but work will remain to be completed under daily traffic control.

Cottonwood Drive Widening

- *Jordan Road to Cottonwood Way*

Design work has begun and is expected to be completed in 2019. Due to budget constraints, the funding for the widening construction is not anticipated to be available until 2020.

Parker Road Sidewalk Project - South

- *Installation of a multi-use trail/ sidewalk on the west side of Parker Road between Twenty Mile Road and Hess Road, along with a spur to the Cherry Creek Trail*

Design on this project has begun, and the Town has applied for partial Federal funding.

Kings Point Way

- *Roadway construction for proposed collector roadway on east side of Parker Road between Cottonwood Drive to Aurora Parkway*

An intergovernmental agreement (IGA) with the City of Aurora and the Town of Parker was executed in March. The project has been competitively bid, and the contract is scheduled to be reviewed/approved by Town Council in July. Construction is anticipated to begin in August with a planned completion in the spring of 2020.

Summerset Lane Extension

- *Extension of Summerset Lane east of Pine Drive*

Construction of the roadway project is complete. Installation of the proposed traffic signal at the Pine Drive/Summerset Lane intersection is pending the outcome of a Manual of Uniform Traffic Control Devices (MUTCD) warrant analysis.

Hess Road/Country Meadows Commercial Traffic Signal

- *Installation of a mast arm traffic signal at intersection located west of Parker Road*

The project was competitively bid in March, and Town Council reviewed/ awarded the construction contract in April. Construction will begin this summer and be completed by the end of the year.

Annual Roadway Maintenance Projects

Townwide Concrete Repair

- *Miscellaneous sidewalk, concrete pavement and curb and gutter repairs throughout Town*

The 2019 scope of work was competitively bid in March and awarded by Town Council award in April. Project improvements have begun and will be completed by the end of the year.

Roadway Reconstruction

- *Street repairs to various locations in Town*

The 2019 reconstruction project includes the westbound lanes of Stroh Road between Parker Road and J Morgan Boulevard. The project will remove the 30-plus-year-old concrete pavement and replace it with an asphalt/aggregate base course pavement section. Construction has begun and will be completed later this summer.

Roadway Resurfacing

- *Thin overlays, chip seal and slurry seal (pavement preservation) work in various locations in Town*

The asphalt overlay portion of the program and the pavement preservation project are underway. The asphalt overlay is substantially complete and the majority of the pavement preservation work is completed. The remaining parking lots will be completed in the summer to coincide with low-use periods or planned shutdowns.

Engineering and Public Works - con't

Recreation Improvements

Harvie Open Space Park
- *Redevelopment of the 70-plus acres located north of Canterberry Parkway and Mainstreet into a passive open space use area*

The project is on hold due to budget constraints.

Harvie Open Space Access Project
- *Addition of a left turn lane to eastbound Mainstreet at Canterberry Parkway and associated traffic signal modifications*

Design for the project is complete with construction delayed due to budget constraints

Jordan Road Undercrossing Project
- *Construction of an under-crossing along the East-West Regional Trail at Jordan Road*

Design is underway with construction tentatively scheduled to start and finish in 2020 pending funding availability.

Bar CCC Parking Lot Project
- *Paving of the existing gravel parking lot and associated drainage improvements and new landscaping, irrigation and lighting*

The project is on hold due to budget constraints.

Bar CCC Ball Park Lighting and Scoreboard Project
- *Addition of sports lighting and a scoreboard to this 7.7-acre park*

The project is on hold due to budget constraints.

Auburn Hills Park Project
- *Completion and integration of the 11-acre park that is currently bisected by the undeveloped 210-foot-wide Public Service Company corridor/ROW*

Design is underway with construction tentatively scheduled for spring 2020.

Stormwater CIP Projects

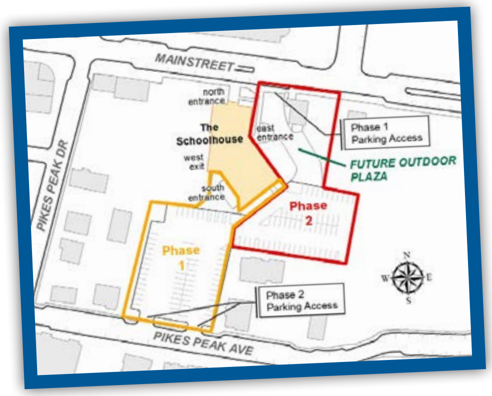
Cherry Creek at KOA
- *Channel and bank stabilization between McCabe Meadows trailhead parking lot and Twenty Mile Road extended*

This project is currently in design with permitting and construction projected for the first quarter of 2020.

Lemon Gulch at Meadowlark
- *Channel and bank stabilization from Crowfoot Valley Road to the Meadowlark property boundary approximately 1,500 feet east*

This project is currently in design with permitting and construction projected in the fourth quarter of 2019.

Facility CIP Projects



Parker Schoolhouse Plaza and Parking Lot Project
- *Renovation of parking lot between the Schoolhouse and Ruth Chapel into an interactive plaza (Phase 2) and reconfiguration and reconstruction of the south parking lot (Phase 1)*

Phase 1 construction started in mid-April and is expected to be completed in July. Phase 2 construction will follow the completion of Phase 1. Contract completion is scheduled for Nov. 5. Project is pictured above.

Town of Parker Touch-a-Truck

The Engineering and Public Works Department held its inaugural Touch-a-Truck equipment showcase in conjunction with the Town's *Let's Talk Parker* booth at the May 19 Parker Farmer's Market.

Hundreds of local children received the opportunity to get their hands on a variety of equipment, including a street sweeper, snowplow truck and front-end loader. The event was such a hit that we expect to bring it back again next year!

The Touch-a-Truck showcase coincided with National Public Works Week, which the department celebrated May 19 through 25 by featuring facts and statistics about Parker Public Works operations on the Town's social media channels.

Parks and Recreation

Parks

Parker hosted the AYL AAA Major World Series Youth Baseball Tournament on June 4 and 5. This event hosted 20 teams and 250 participants. The AYL Vice President sent a thank you to all staff for proving great fields, field maintenance, concessions and overall service.

Aquatics

Value-added activities have been introduced at H2O'Brien Pool (pictured at right) for the 2019 season. These activities include Deck Art Days, Lifeguard for a Day, Cannon Ball Contests and Rubber Duck Races. These activities are free to participate in with the purchase of daily admission to the pool.

Therapeutic Recreation

We would like to welcome Lauren Horowitz (picture at right, fourth from left) to the Therapeutic Recreation team. Lauren is currently a Therapeutic Recreation student at Metro State. She has already proven to be an asset to the Therapeutic Recreation team. Lauren is hard working, caring and wonderful with our participants. We are excited about the potential she brings to Therapeutic Recreation programming, and we are looking forward to seeing her development as a TR professional.

Fitness and Wellness

The Youth Fitness Equipment Orientations have been reformatted to ensure that all participants are getting the instruction they need and having a quality introduction to the facilities and fitness spaces. Participants will now register online to attend an orientation. They will be held weekly by a certified Personal Trainer. This orientation includes a facility tour, discussion of the Patron Code of Conduct, proper gym etiquette, and basic parameters for developing and easing into a workout routine.

Derrick White Basketball Academy

The Derrick White Basketball Academy presented the opportunity for over 300 participants to receive instruction from a homegrown NBA star, Derrick White of the San Antonio Spurs, and the coaching staff of Nothing But Net (NBN) Basketball. Derrick is a graduate of Legend High School and the University of Colorado.

Parks and Recreation - *con't*

Sports

- Lacrosse Coordinator, Ryan Morken, developed and launched a Summer Outdoor Speed Lacrosse program at Tallman Park. This new program provides an additional outlet for those participating in the fast-growing sport of lacrosse. Utilizing volunteer coaches, over 50 players are registered to participate.

- Due to the late arrival of summer weather, the Sports Division rescheduled a total of 225 youth and adult sports games. They would like to give a HUGE shout out to the Parks crews for getting all of the playing surfaces ready for play and in great condition this spring!

By the Numbers

Fitness and Wellness

9+

Participants in Prenatal Yoga since it has returned to the schedule.

Sports

80

The increase in Youth Baseball participants from 2018.

Aquatics

76

Children participating for the Parker Penguins Colorado Association for Recreational Athletics (CARA) Swim Team this summer. Starting in the fall, CARA Swim Team will be a year-round activity.

Day Camp

773

Summer Day Camp participants so far this summer. Day Camp is filled to capacity daily and achieved 97.8 percent of its annual revenue projection for 2019 by early July.

Therapeutic Recreation

89

Participants who attended the annual Senior Stroll at O'Brien Park on May 29 (pictured below).

Cattle Crossing 5K and Family Fun Trek

Parker Parks and Recreation held another successful leg of its Run Series on June 1 with the annual Cattle Crossing 5K and Family Fun Trek at Tallman Meadow Park.

The conditions were fantastic for this race that helps usher in the summer season every year in Parker while also celebrating our community's rich rural history. More than 150 people participated in the event, which included a professionally timed 5K and a laid-back, one-mile Family Fun Trek. The Family Fun Trek also featured a "duck hunt" for kids who participated.

All registered participants received a commemorative "tin" campfire mug, a chance to win great prizes and a delicious post-race pancake breakfast!

Police Department

Mounted Patrol

Sergeant Joe Cummings spent a week teaching basic law enforcement mounted school to 20 future Mounted Patrol Offices and their horses last week. The teams were from the Douglas, Arapahoe, El Paso and Pueblo County Sheriff's Offices as well as the Denver Police Department.

School Evacuation/ Reunification Drill

We assisted Southeast Christian School with an evacuation/ reunification drill on a recent Wednesday morning. We ask to participate in these drills so our officers are trained and the students are comfortable seeing us in the event of a crisis.

Self-Defense Class

Officer Amy Lantz taught Rape, Aggression Defense (pictured above) to more than 20 Parker women in a three-day class. This class teaches women the most effective way to fight off an attacker and empowers them to create a safer future for themselves.

Weather Spotter Course

We hosted 25 Parker area residents for our Become a Weather Spotter class. Students learned the importance of land weather spotters and what they need to look out for when bad weather approaches.

Community Outreach

Officer Amy Lantz and Community Outreach Coordinator Bri Rock were honored at the Cherry Creek Valley 4th Annual Achievement Luncheon. Officer Lantz received the Unsung Heroine Award and Bri was awarded the Achievement in Local Service to Others.

Pop With a Cop

More than 150 Parker residents and kids attended our first-ever Pop with a Cop event at Discovery Park. This amazing event featured root beer floats, cookies and even a stroll through the fountains by Commander Andy Coleman. Interacting with the youngest members of our community is a great opportunity for us to build a lasting relationship that will strengthen our community.

Our nine Police Officer Trainees were also at the event participating in Cookies with Rookies. It was exciting for our newest members to talk to community members about what's important to them.

Police Department - con't

CALEA Reaccreditation

We achieved the Commission on Accreditation in Law Enforcement Accreditation (CALEA) Reaccreditation with Excellence. At the annual CALEA Conference (pictured at right), it was announced that we achieved our third Accreditation for Law Enforcement and our second Accreditation for Communications. It was an incredible honor to receive Accreditation with Excellence for the first time in our agency's history. In order to achieve this rare distinction, you must achieve 100% policy compliance.

Used Cell Phone Collection

The Parker, Castle Rock and Lone Tree Police Departments collected used cell phones for domestic violence victims and seniors. These cells phones may be the only emergency lifeline a victim of domestic violence has in an abusive relationship. We collected 176 phones and more than 500 phones were collected by the three agencies.

Officer of the Year

K-9 Officer Eric Graham was honored by the Cherry Creek Valley Rotary Club of Parker as Officer of the Year (pictured at right). Officer Graham and K-9 Kato have been a tremendous addition to our Department. Along with pulling drugs off of our streets, Kato recently was able to find a gun that a suspect had thrown in a bush in a one square mile search area. Chief of Police David King was recognized for the Parker Police Department's exemplary leadership. Chief King has served as Chief for 12 years and has led the Department and its staff to national recognition.

Special Olympics Fundraiser

Officers Teagan Kavanagh and Greg Moreno were at the first-ever Chick-Fil-A Special Olympics event. The Officers had three hour shifts and were joined by Special Olympics Athletes and other Officers who went for lunch. Chick-Fil-A donated 15 percent of all sales.

Town Clerk's Office

Statistics – *2nd Quarter 2019*

Community Event Permits
- 2015 Total – 55
- 2016 Total – 63
- 2017 Total – 68
- 2018 Total – 60
- 2019 YTD – 51

Special Events Permits Processed *(Events with Liquor)*
- 2015 Total – 5
- 2016 Total – 17
- 2017 Total – 33
- 2018 Total – 31
- 2019 YTD – 14

Active Liquor Licenses
- 2015 – 92
- 2016 – 96
- 2017 – 97
- 2018 – 107
- 2019 – 112

Open Records Request
- 2015 Total – 146
- 2016 Total – 170
- 2017 Total – 120
- 2018 Total – 119
- 2019 YTD – 114

Peddlers and Solicitors Permits
- 2015 Total – 25
- 2016 Total – 19
- 2017 Total – 30
- 2018 Total – 18
- 2019 YTD – 7

PARKER
COLORADO

Request for Town Council Action

Date:	July 15, 2019
Submitted By:	Mary Lou Brown, Finance Director Rhonda Willey, Accounting Manager
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO. 1.523.3 - Second 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

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)

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Ordinance No. 1.523.3

RECOMMENDED MOTION

I move to approve Ordinance 1.523.3 on second reading.

ORDINANCE NO. <u>1.523.3</u>, 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:

<u>Section 1</u>. 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.

<u>Section 2</u>. <u>Safety Clause</u>. 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.

<u>Section 3</u>. <u>Severability</u>. 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.

<u>Section 4</u>. 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 15, 2019
Submitted By:	Mary Lou Brown, Finance Director Rhonda Willey, Accounting Manager
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO. 1.533.1 - Second 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

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)

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Ordinance No. 1.533.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.533.1 on second reading.

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.	<u>CERTIFICATE OF TOWN CLERK</u>
	)	
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)

Request for Town Council Action

Date: July 15, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 8.30 - Second 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

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)

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Ordinance No. 8.30

RECOMMENDED MOTION

I move to approve Ordinance No. 8.30 on second reading.

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:

<u>Section 1</u>. 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 $0.104 per square foot of floor area for retail/commercial use; $0.261 square foot of floor area for office use; $0.172 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:

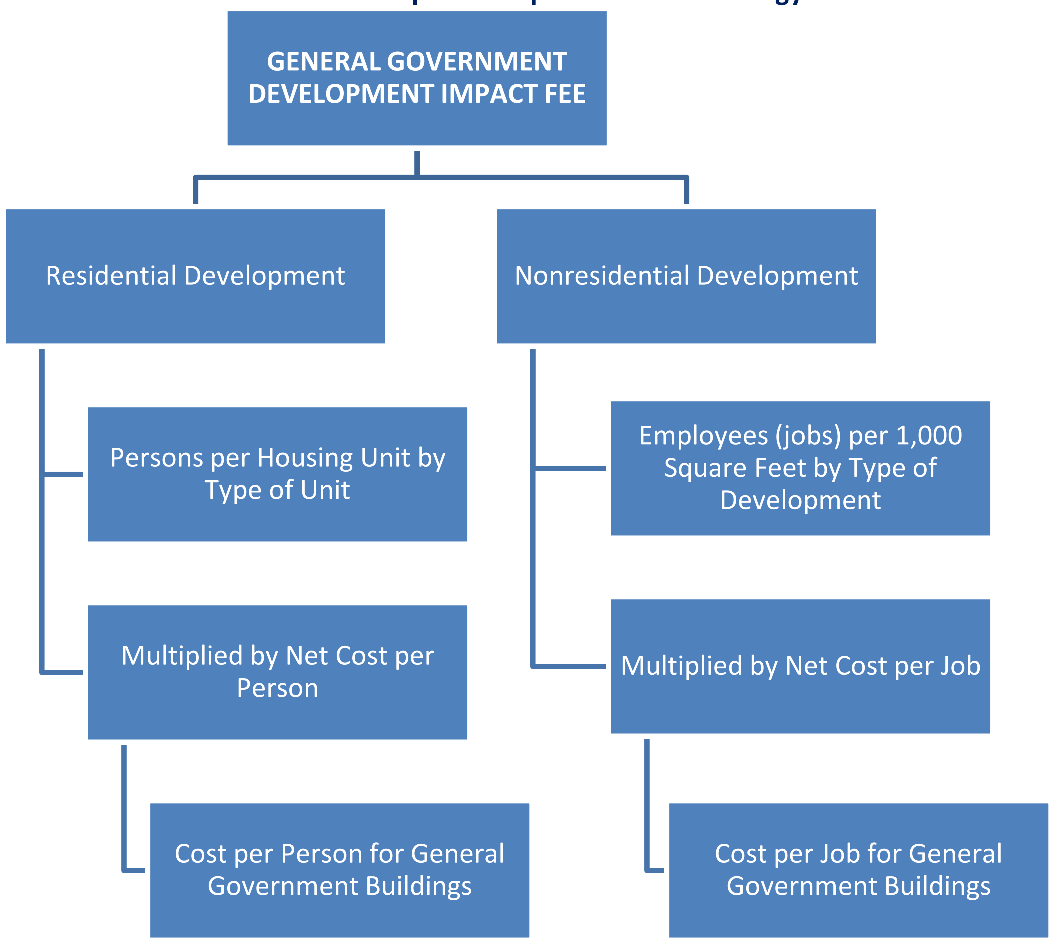
- Town staff calculates the total excise tax amount due based on the current schedule
- Town staff calculates the total impact fee amount due based on adopted schedule
- Town staff then determines the difference between the two amounts with the applicant providing payment for the full excise tax amount 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

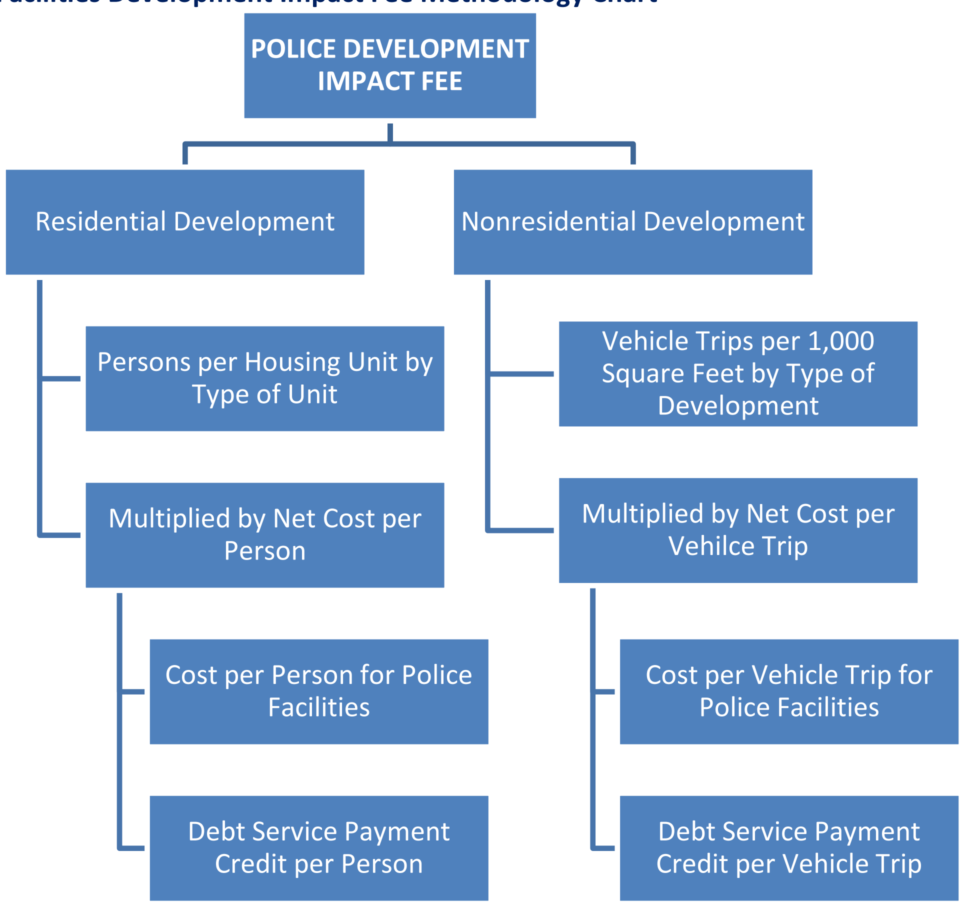
		SF - Detached $381 per unit	Multifamily $234 per unit	Retail $158 per KSF	Office $395 per KSF	Industrial $261 per KSF	Institutional $308 per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2018	15,005	4,944	4,373	1,176	817	2,030
Year 1	2019	15,361	5,226	4,471	1,202	836	2,076
Year 2	2020	15,727	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

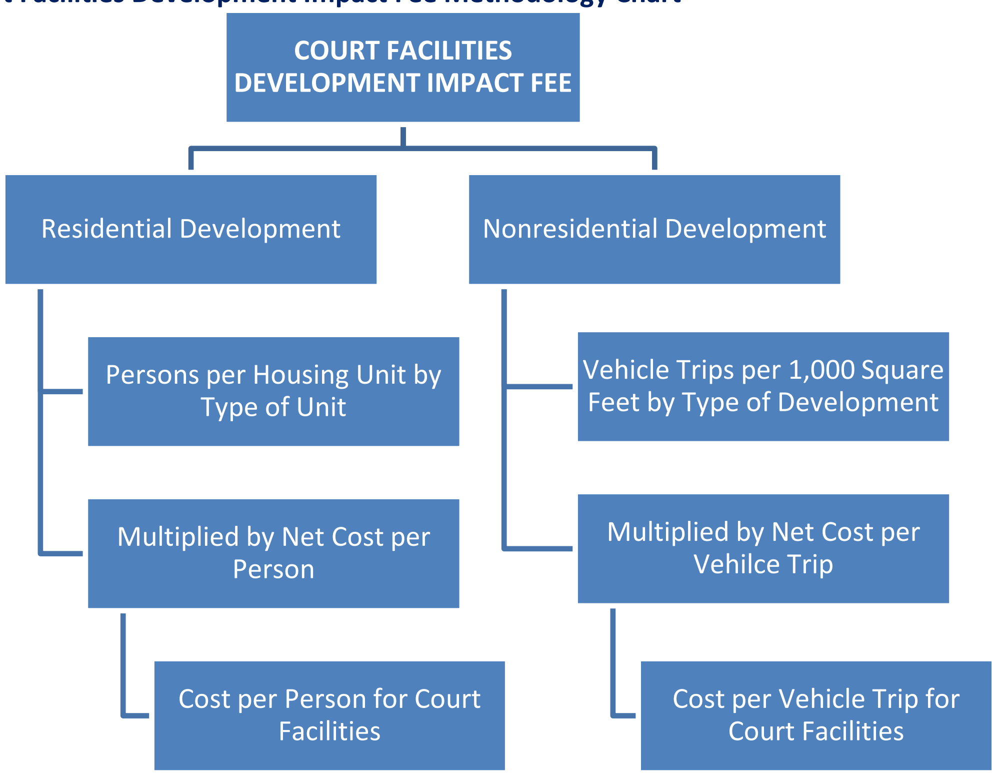
		SF - Detached $387 per unit	Multifamily $238 per unit	Retail $265 per KSF	Office $88 per KSF	Industrial $35 per KSF	Institutional $96 per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2018	15,005	4,944	4,373	1,176	817	2,030
Year 1	2019	15,361	5,226	4,471	1,202	836	2,076
Year 2	2020	15,727	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**

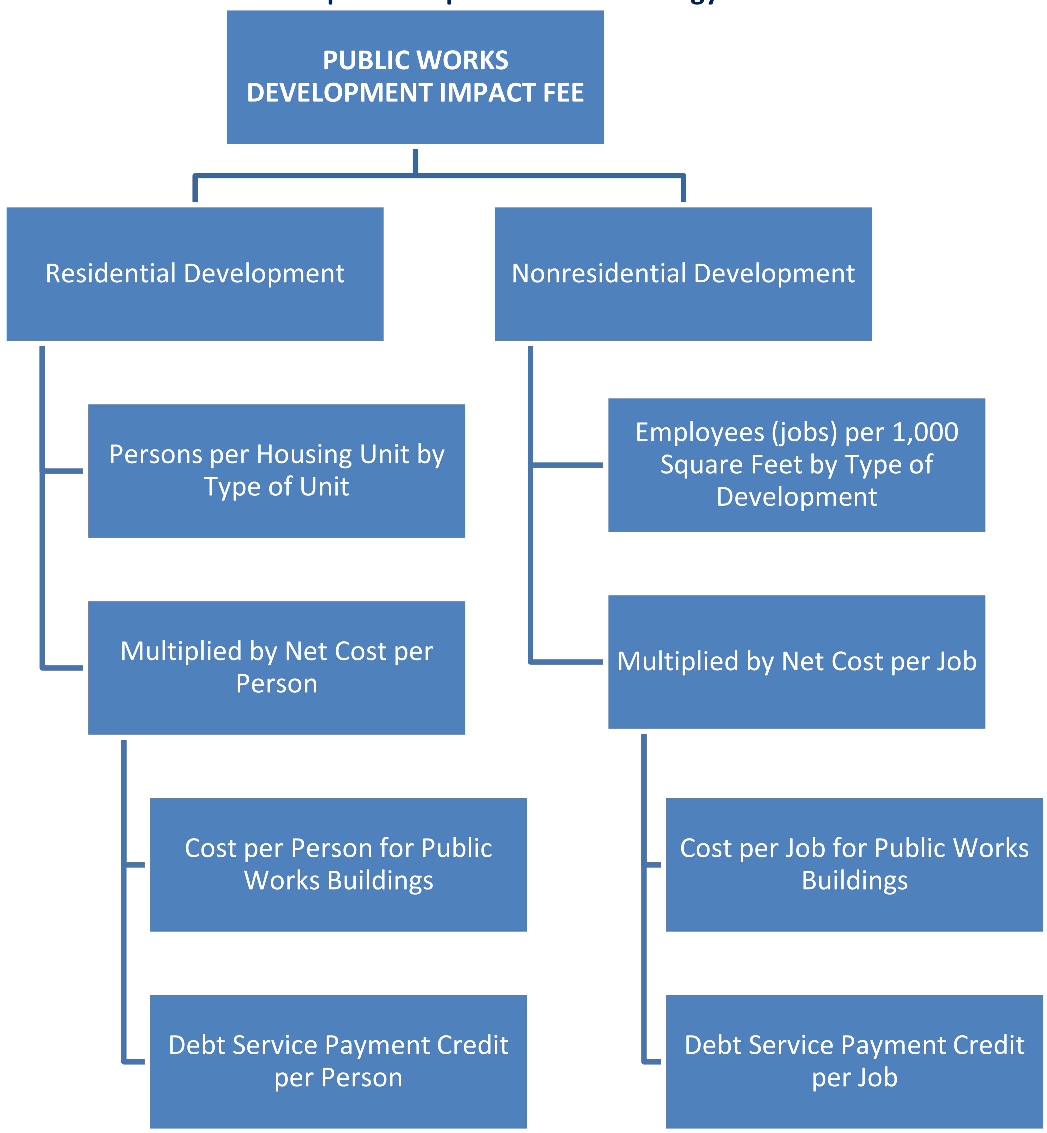
Projected Development Impact Fee Revenue

		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**

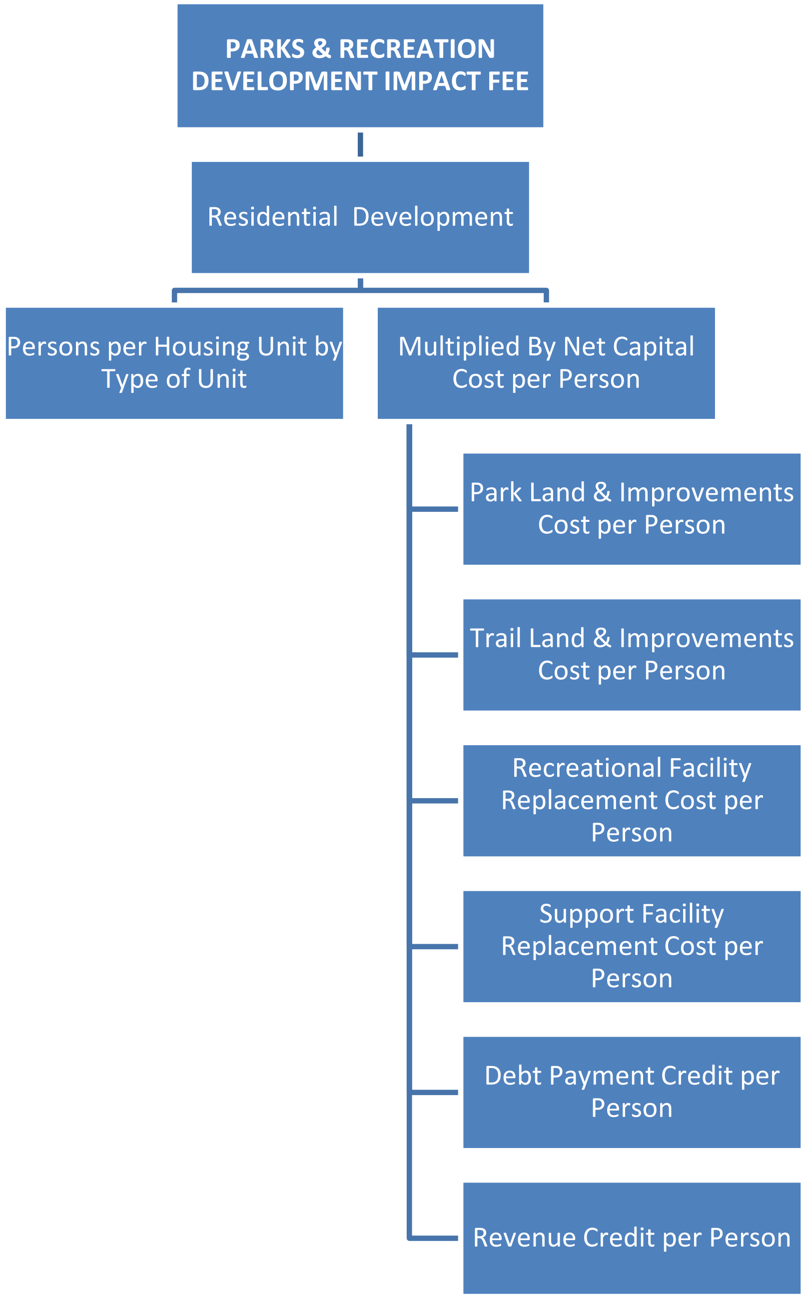
PARKS & RECREATION FACILITIES DEVELOPMENT IMPACT FEE

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

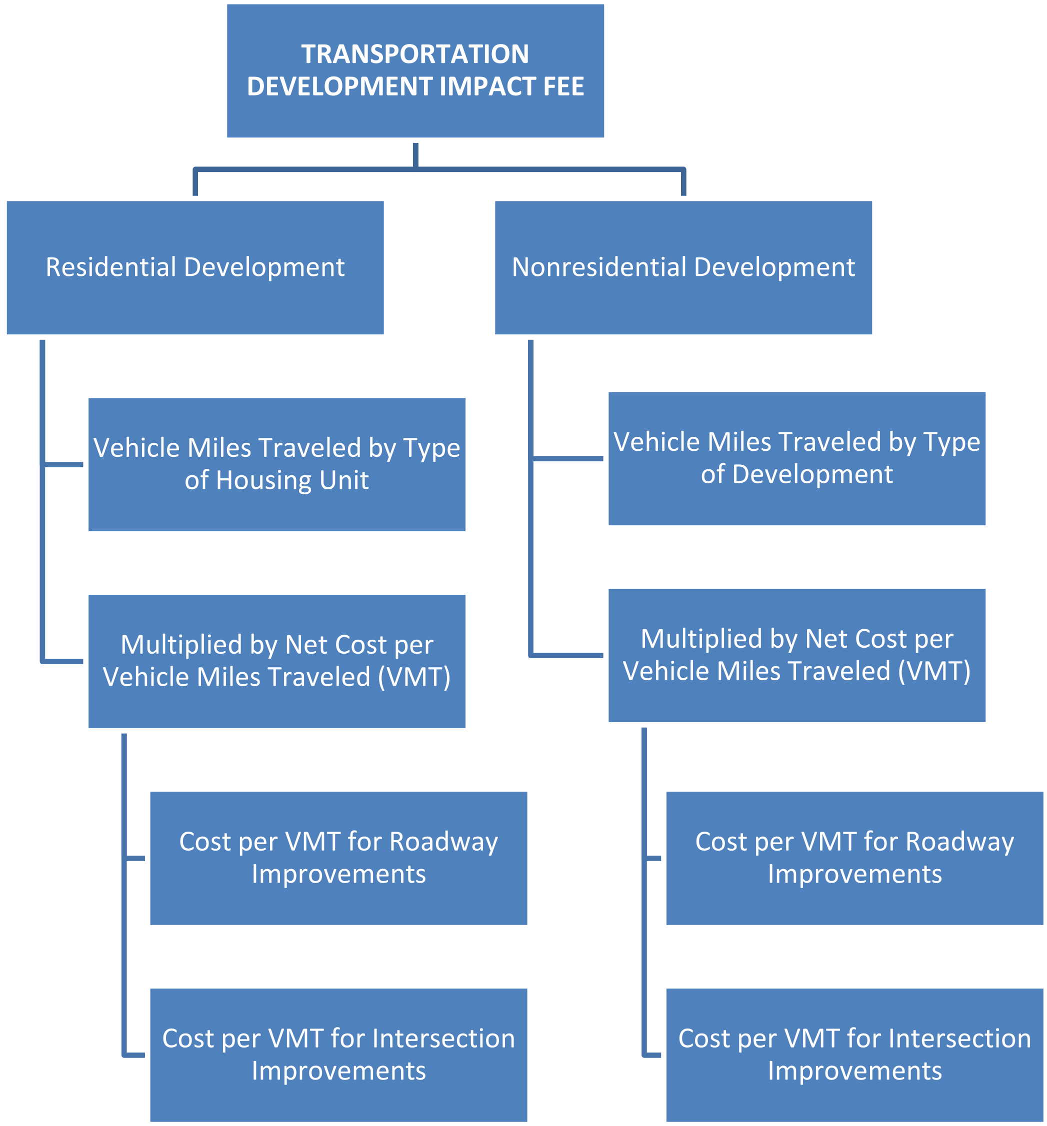
To determine the Town of Parker Transportation Development Impact Fee, a plan-based methodology is used. The fee amounts for residential and nonresidential development are calculated by multiplying the vehicle miles traveled (VMT) generation rates by the capital cost per VMT. The methodology includes 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 15, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 8.20.4 - Second 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

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)

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Ordinance No. 8.20.4

RECOMMENDED MOTION

I move to approve Ordinance No. 8.20.4 on second reading.

ORDINANCE NO. <u>   8.20.4   </u>, 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:

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

<u>Section 2</u>. 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. **<u>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.</u>**

(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.

<u>Section 3</u>. <u>Severability</u>. 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.

<u>Section 4</u>. 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 15, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.534 - Second 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

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)

ENHANCE ECONOMIC VITALITY

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 15, 2019
Submitted By:	Kristin Schledorn, Deputy Town Attorney
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**RESOLUTION NO. 19-017.1** **A Resolution to Amend Resolution No. 19-017, Series of 2019, a Resolution Calling a Special Town Election on November 5, 2019, Concerning the Provision of High-Speed Internet Services, Telecommunication Services and/or Cable Television Services Within the Town of Parker and to Amend Certain Sections of the Town of Parker Home Rule Charter, to Add as a Purpose of the Special Election a Ballot Question to Raise Additional Revenue Through an Increase in the Excise Tax Imposed on New Residential Development**

EXECUTIVE SUMMARY

Amends Resolution No. 19-017 to add as a purpose of the special election to be held on November 5, 2019, a ballot question to raise additional revenue through an increase in the excise tax imposed on new residential development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Pursuant to Resolution No. 19-017, Town Council previously called a special election on November 5, 2019, concerning the provision of high-speed internet services, telecommunication services and/or cable televisions services within the Town and to amend certain sections of the Town's Home Rule Charter. This resolution amends Resolution No. 19-017 to add as a purpose of the special election, a ballot question to raise additional revenue through an increase in the excise tax imposed on new residential development.

FINANCIAL IMPACT

No additional financial impact to add an additional purpose of the special election.

STRATEGIC GOAL(S)

FOSTER COMMUNITY CREATIVITY AND ENGAGEMENT

ATTACHMENTS

1. Resolution No. 19-017.1

RECOMMENDED MOTION

I move to approve Resolution No. 19-017.1.

RESOLUTION NO. __19-017.1__, Series of 2019

TITLE: **A RESOLUTION TO AMEND RESOLUTION NO. 19-017, SERIES OF 2019, A RESOLUTION CALLING A SPECIAL TOWN ELECTION ON NOVEMBER 5, 2019, CONCERNING THE PROVISION OF HIGH-SPEED INTERNET SERVICES, TELECOMMUNICATION SERVICES AND/OR CABLE TELEVISION SERVICES WITHIN THE TOWN OF PARKER AND TO AMEND CERTAIN SECTIONS OF THE TOWN OF PARKER HOME RULE CHARTER, TO ADD AS A PURPOSE OF THE SPECIAL ELECTION A BALLOT QUESTION TO RAISE ADDITIONAL REVENUE THROUGH AN INCREASE IN THE EXCISE TAX IMPOSED ON NEW RESIDENTIAL DEVELOPMENT**

WHEREAS, Douglas County is conducting a coordinated election on November 5, 2019;

WHEREAS, pursuant to Resolution No. 19-017, Town Council called a special election on November 5, 2019, concerning the provision of high-speed internet services, telecommunication services and/or cable television services within the Town of Parker and to amend certain sections of the Town of Parker Home Rule Charter; and

WHEREAS, the Town Council also desires to submit to the electors, at the special election on November 5, 2019, a ballot question concerning raising additional revenue through an increase in the excise tax imposed on new residential development.

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

Section 1. Town Council hereby amends Resolution No. 19-017, which called for a special election to be held on November 5, 2019, to add as a purpose of the election to consider a ballot question to raise additional revenue through an increase in the excise tax imposed on new residential development, which election shall be coordinated with Douglas County.

RESOLVED AND PASSED this _____ day of ________________________, 2019.

TOWN OF PARKER, COLORADO

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

PARKER
COLORADO

Request for Town Council Action

Date:	July 15, 2019
Submitted By:	Bryce Matthews, Planning Manager John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO. 9.292 - Second 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**

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 down payment assistance program called metroDPA in partnership with the Metro Mayors' Caucus and is making it available to all Denver Metro Area communities again. In order to participate, the Town Council must approve a Delegation and Participation Agreement allowing the City and County of Denver to offer the program in Parker. It approved, it will provide down payment assistance to eligible homebuyers in Parker at no cost or liability to the Town.

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 allows eligible home buyers to utilize 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 second reading.

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]

Request for Town Council Action

Date: July 15, 2019

Submitted By: Jim Tsurapas, Deputy Chief

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.535 - Second 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**

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)

INNOVATE WITH COLLABORATIVE GOVERNANCE

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.535

RECOMMENDED MOTION

I move to approve Ordinance No. 1.535 on second reading.

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

<u>EXHIBIT 1</u>

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 15, 2019
Submitted By:	Jim Maloney, Town Attorney
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO. 9.293 - Second 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

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. 9.923

RECOMMENDED MOTION

I move to approve Ordinance No. 9.293 on second reading.

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 all 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:	APPROVED AS TO LEGAL FORM:
______________________ Director of Finance	______________________ County Attorney

Jurisdiction Signatures: TOWN OF PARKER

By: ______________________	By: ______________________
Title: Mike Waid, Mayor	Title: James S. Maloney, Town Attorney
Date: ______________________	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 ________________________________ except for any errors, omissions, and/or exceptions noted.

Jurisdiction Name

______________________________________ ____________________________

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: ____

<u>Canvass Board Meeting – Alternate Date</u>

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

☐ **<u>100 days prior</u>**

- o Provide in writing, to the Clerk and Recorder notice of intent to coordinate C.R.S. § 1-7-116(1), (2) & (5)

☐ **<u>90 days prior</u>**

- o Receive and Review IGA & Address Library Report and District Boundary Map

☐ **<u>70 days prior</u>**

- o 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 <u>all</u> supporting documents OR acknowledge and certify that they are <u>no</u> 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)
- o For PROPOSED DISTRICTS:
  - ▪ Provide certified legal description, map, and street listing (including street ranges) prior to and no later than the **<u>70th day before the election</u>**

☐ 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)

☐ **<u>60 days prior</u>**

- o Certify candidates, ballot issues or ballot questions to Contact Officer by C.R.S 1-5-203(3), in electronic formats
- o 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

<u>For special district elections where property owners are eligible electors:</u>

- o Request property owner list from Assessor's office (if applicable - see page 3 for more information) and verify eligible electors
- o 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

☐ **<u>50 days prior– For special district elections where property owners are eligible electors:</u>**
- 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

☐ **<u>45 days prior</u>**
- Last day for DEO to receive Pro/Con Statements for TABOR issues; **Note: Refer to *Sample TABOR Notice for Coordinating Jurisdiction* for layout**

☐ **<u>43 days prior</u>**
- 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

☐ **<u>Election Day</u>**
- Provide telephone support for Jurisdiction 7:00 a.m. - 7:00 p.m.
- Must be available throughout the day if needed by Contact Officer

☐ **<u>Post-Election Day Activities</u>**
- 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 of more 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 $1.00	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%	$38,508.00	$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%	$514.00	$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%	$8,298.00	$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%	$7,173.00	$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%	$17,673.00	$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%	$251,842.00	$0.00	$0.00	$0.00	$10.00	$0.00	$0.00	**$251,852.00**
Total	324,008	n/a	29,358	100.00%	$285,500.00	$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 Taobr 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)

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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)

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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"