



TOWN COUNCIL STUDY SESSION AGENDA
February 24, 2020
5:30 PM

I. Town Council Items

II. Study Session Items

1. School District IGA - Cleveland/Williams/Tsurapas - 30 minutes
2. Legislative Update - Robberson - 15 minutes
3. Transit Shelter Contract Discussion - Matthews/Munekata/Gorman - 15 minutes
4. Telephonic Participation Policy - Schledorn - 15 minutes



MEMORANDUM

TO: Mayor and Town Council

FROM: Jim Cleveland, Acting Deputy Town Administrator/Parks,
Recreation and Open Space Director

DATE: February 24, 2020

SUBJECT: School District IGA Discussion

ISSUE:

1) Should the Town continue the License Agreement with the Douglas County School District for use of the Tallman Meadow parking lot?

2) Should the Town continue to pursue an IGA with Douglas County Schools requiring reciprocal use of facilities?

FISCAL/BUDGET IMPACT:

Fabrication of parking lot signage.

BACKGROUND:

In October of 2017, the Town entered into a School Permit Parking License Agreement with the Douglas County School District (attached). The purpose of the agreement was to provide Legend High School students with 48 designated permitted parking spaces in the Tallman Meadow Park between the hours of 7:00am and 3:00pm on school days. These 48 designated spaces were located primarily on the southern edge of the park, leaving weekday park users with approximately 20 spaces for their use. The agreement also required the School District to provide snow removal, trash removal and repair of any damaged park property related to this use. This agreement was motivated in large part by Legend High School students unable to find available parking at the school and ultimately parking in adjacent neighborhoods.

The Town's Parks and Recreation Department has also been working to establish an agreement with the School District for reciprocal use of facilities. In recent years, many of the Parker area schools have been assigning gymnasium space to other renters, thereby reducing the Town's programming availability for youth sports. In response, the Town approached the School District in early 2019 to establish an IGA for reciprocal rental space, similar to one the School District has with Castle Rock Parks and Recreation. The approach was to mutually classify each party as "priority renters" giving them the first opportunity at securing rental space.

After a few months without a response from the School District, District staff finally indicated in August of 2019 that they were not interested in pursuing such an agreement. Town staff followed up in September of 2019 with a proposal for a less formal approach that would still allow for reciprocal use, but we have not received a response to this outreach. The Town currently provides the School District with ongoing annual use of the recreation center pool, Railbender tennis courts and several parks.

RECOMMENDATION:

REQUESTED DIRECTION:

Provide direction on continuation of the parking lot License Agreement with the Douglas County School District and the proposed IGA regarding reciprocal use.

ATTACHMENT:

1. School Permit Parking License Agreement_Legend High School

SCHOOL PERMIT PARKING LICENSE AGREEMENT

THIS LICENSE AGREEMENT, is made and entered into this 30th day of October, 2017, by and between the Town of Parker, Colorado, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 (the "Licensor"), and Douglas County School District RE-1, whose address is 620 Wilcox Street, Castle Rock, Colorado 80104 (the "Licensee").

1. **LICENSED PROPERTY.** The property that is licensed for the use and the term provided for in this License is described in **Exhibit A**, which is attached hereto and incorporated by this reference ("Licensed Property"). The Licensed Property is subject to all easements and rights-of-way of record.

2. **USE/MAINTENANCE.** Licensee covenants and agrees that it shall only utilize the Licensed Property for student permit parking during the hours of 7:00 a.m. to 3:00 p.m. on days in which Legend High School is in session and for no other purpose. Licensee further covenants and agrees to be responsible for (1) the removal of snow from the real property described in Exhibits A and B before 7:00 a.m. on the day of the snow event; (2) for trash removal when Legend High School is in session for the real property located in Exhibits A and B. The Licensee shall be responsible for any damage to the park property that is attributable to their use and maintenance of the parking lot as described in this agreement.

3. **ENFORCEMENT OF PERMIT PARKING.** The Licensee shall only allow students that have received a student permit from Legend High School to park on the Licensed Property. The Licensee shall prohibit students from Legend High School from parking on the real property described in **Exhibit B**, which is attached hereto and incorporated by this reference, which are parking spaces that are set aside for Tallman Meadows Park ("Park Spaces"). Licensee will take reasonable measures to inform students from Legend High School that using Park Spaces during the hours of 7:00 a.m. to 3:00 p.m. on days in which Legend High School is in session is prohibited and that use of Park Spaces during this time period may result in the issuance of parking citations and towing of vehicles by the Licensor and discipline of students by the Licensee.

4. **PARKING SIGNAGE.** The Licensor will install signage on the Licensed Property that limits parking to "permit only" during the hours of 7:00 a.m. to 3:00 p.m. on days in which Legend High School is in session. The Licensor will also install signage for the Park Spaces that prohibit student parking during the hours of 7:00 a.m. to 3:00 p.m. on days in which Legend High School is in session.

5. **INSURANCE.** Licensee shall obtain for itself, its agents, successors, assigns, lessees and licensees, necessary and adequate worker's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated with the use of the Licensed Property, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now in effect or as hereinafter amended. Neither Licensee nor its agents, successors and assigns shall commence any construction, placement, operation or maintenance of the fixture or structure on the Licensed Property, until it has obtained all insurance required under this section, and shall have filed a certificate of insurance or a certified copy of the insurance policy with the Licensor. Each insurance policy shall list the Licensor as an additional named insured and shall not be cancelled

by the insurance company without notice to the Licensor within five (5) business days of the cancellation or substantive change to the policy.

6. NOTICE. Any notice required under this License shall be in writing and mailed by certified mail to the respective parties at the address herein given. The Public Works Director shall be the representative of the Licensor to accept or give any approval, notice or the like provided hereunder. In the event Licensee should change the address herein given during the term of this License, Licensee shall notify the Licensor in writing of such change of address:

Licensor: Parks, Recreation and Open Space Director
Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Licensee: Douglas County School District RE-1
Attn: Richard D. Cosgrove, P.E.
Director of Planning & Construction
620 Wilcox Street
Castle Rock, Colorado 80104

7. LICENSED PROPERTY TAKEN "AS IS." Licensee understands and agrees that the Licensed Property is licensed "as is." The Licensor makes no warranty, written or implied, that the Licensed Property is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Licensed Property.

8. TERMINATION. This License Agreement may be terminated by the Licensor at any time upon thirty (30) days' written notice to Licensee.

9. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Douglas County, State of Colorado.

10. SEVERABILITY. It is understood and agreed by the parties hereto that if any part, term, or provision of this License Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the License Agreement did not contain the particular part, term, or provision held to be invalid.

11. NO THIRD-PARTY BENEFICIARIES. The enforcement of the terms and conditions of this License Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this License Agreement shall give or allow any such claim or right of action by any other or third person under such License Agreement.

12. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT. The parties hereto understand and agree that the parties, their board, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this License Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, as amended, or otherwise available to the parties.

13. **APPROPRIATION.** Pursuant to C.R.S. § 29-1-110, the financial obligations of the Licensor and the Licensee contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

14. **ENTIRE AGREEMENT AND AMENDMENT.** This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this License Agreement shall supersede all previous communications, representations, or agreements, either verbal or written. Any alteration of this License Agreement shall only be effective if in a writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the date set forth above.

TOWN OF PARKER, COLORADO

By: Michelle Kivela
Michelle Kivela, Town Administrator

ATTEST:

Chris Vandepool
Carol Baumgartner, Town Clerk
Deputy Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney
James S. Maloney, Town Attorney

LICENSEE: DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By: _____
Richard D. Cosgrove, P.E.
Director of Planning & Construction

ATTEST:

Tammy Taylor, Board of Education Secretary

APPROVED AS TO FORM:

William E. Trachman, DCSD Legal Counsel

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TOWN OF PARKER, COLORADO

By: _____
Michelle Kivela, Town Administrator

ATTEST:

Carol Baumgartner, Town Clerk

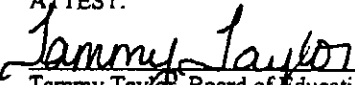
APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

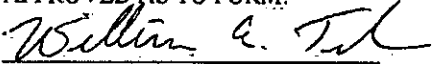
**LICENSEE: DOUGLAS COUNTY SCHOOL
DISTRICT RE-1**

By: 
Richard D. Cosgrove, P.E.
Director of Planning & Construction

ATTEST:


Tammy Taylor, Board of Education Secretary

APPROVED AS TO FORM:


William E. Trachman, DCSD Legal Counsel

10/23/17

Exhibit A

Tallman
Meadow
Park

Canterbury Pkwy

Legend
High School

Areas of Allowed Use as
per License Agreement
(48 parking spaces)

Hilltop Rd

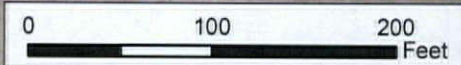


Exhibit B





MEMORANDUM

TO: Honorable Mayor and Members of Town Council
FROM: Dannette Robberson, Assistant to the Town Administrator
DATE: February 24, 2020
SUBJECT: Legislative Update

ISSUE:

The purpose of this item is to provide an update on bills the Colorado Municipal League is supporting, opposing and monitoring for the 2020 legislative session.

FISCAL/BUDGET IMPACT:

No fiscal impact.

BACKGROUND:

Town of Parker staff attends the Colorado Municipal League (CML) Caucus Meetings during the legislative session. The information provided at the CML Caucus meetings provides more detail and greater insight on House and Senate bills that CML is monitoring. Additionally, the caucus meetings are attended by representatives from Colorado cities and towns which allows for greater understanding on how bills are impacting municipalities collectively.

RECOMMENDATION:

This item is for information only.

REQUESTED DIRECTION:

No action requested, for informational purposes only.

ATTACHMENT:

None



MEMORANDUM

TO: Honorable Mayor and Members of Town Council

FROM: Bryce Matthews, Planning Manager
Mary Munekata, Senior Planner
Traci Gorman, Procurement Officer

DATE: February 24, 2020

SUBJECT: Transit Shelter Contract Discussion

ISSUE:

The Town contracted with Outdoor Promotions, LLC in 2000 to construct and maintain transit shelters at bus stops located in the Town of Parker.

The contract was structured for a period of ten (10) years with two five-year extensions.

The contract and all subsequent renewals will expire March 29, 2020.

FISCAL/BUDGET IMPACT:

Revenue positive. The Town received monthly revenue in 2019 that ranged from a low of \$407 to a high of \$1,523.

BACKGROUND:

In March 2000, the Town contracted with Outdoor Promotions, LLC to build and maintain transit shelters at certain bus stops located within the Town limits. The agreement with Outdoor Promotions, LLC has three (3) major benefits:

1. The vendor constructs and installs the shelters on Town right-of-way at no cost to the Town;
2. The vendor maintains and repairs the shelters at no cost to the Town;
3. The vendor provides the Town with monthly payment generated from the sale of advertising on the shelters.

Today, the Town continues to successfully work with Outdoor Promotions, LLC to manage the existing 21 transit shelters at designated bus stops. They have fulfilled the obligations of the current contract.

The current contract including previously granted extensions would have expired as of February 29, 2020. However, Town Council granted a temporary 30-day contract extension at

their February 18, 2020 regular meeting to maintain this community benefit and continuity of service. The temporary contract extension also allows staff to update Council at the February 24th Study Session and request direction about whether to enter into a new contract with Outdoor Promotions, LLC.

Staff recommends that the Town enter into a new contract with Outdoor Promotions LLC for the following reasons:

1. Existing infrastructure including transit shelters is already in place;
2. Continuity of service to the public with existing improvements;
3. Outdoor Promotions, LLC has complied with all contract requirements.

If Town Council is supportive of a new contract with the existing vendor, the agreement would be placed on a future Council agenda in March, 2020. The contract would be negotiated in compliance with Finance Department procurement policy.

RECOMMENDATION:

Staff recommends the Town enter into a new contract with Outdoor Promotions, LLC to maintain the continuity of service including installed transit shelters at designated bus stops.

REQUESTED DIRECTION:

Staff would like Council's direction to proceed with a new contract with Outdoor Promotions, LLC to maintain the continuity of service of the bus shelters with this vendor.

ATTACHMENT:

None



MEMORANDUM

TO: Mayor and Town Council
FROM: Kristin Schledorn, Deputy Town Attorney
DATE: February 24, 2020
SUBJECT: Telephonic Participation Policy

ISSUE:

Whether to adopt a telephonic participation policy, as amended.

FISCAL/BUDGET IMPACT:

None.

BACKGROUND:

A draft version of the policy concerning telephonic participation was distributed to Town Council. Councilmember Toborg has submitted revisions, which are attached. Staff is seeking direction on the proposed revisions. A final version of the policy will be brought back to Town Council at a future meeting for adoption.

RECOMMENDATION:

It is recommended that Council adopt a policy concerning telephonic participation.

REQUESTED DIRECTION:

Provide direction on policy regarding telephonic participation.

ATTACHMENT:

1. Telephonic Participation Meeting Policy

TELEPHONIC PARTICIPATION DURING TOWN COUNCIL MEETINGS

I. Purpose.

The purpose of this Town Council Policy is to specify the circumstances under which a member of the Town Council may participate in ~~regular and special meetings (including study sessions)~~ by telephone. With advancements in communication equipment, telephonic meeting participation has become more popular within many local governments. However, telephonic participation has inherent limitations because telephonic participation effectively precludes a Councilmember from viewing documentary information presented during meetings, from fully evaluating a speaker's non-verbal language in assessing veracity or credibility, and from observing non-verbal explanations (e.g., pointing at graphs and charts) during a speaker's presentation or testimony. ~~These limitations inherent in telephonic participation may produce inefficiencies in meetings, increase the expense of meetings, and may undermine the decision-making process. While these limitations can be overcome thru the use of new equipment and services, the Council finds the expense is not justified and that the Citizens of Parker expect to be represented in person. The Council finds that these limitations inherent in telephonic participation may produce inefficiencies in meetings, increase the expense of meetings, and may undermine the decision-making process.~~

II. Statement of Policy.

A member of the Town Council may participate in a meeting of the Town Council by telephone only in accordance with this Policy. Telephonic participation shall be made available and shall be limited as follows:

- A. ~~As has been the past practice of The Town Council, if a member is not present at a study session or regular meeting, they are considered absent from the meeting. Telephonic participation does not constitute attendance.~~
- B. Telephonic participation is intended to be an infrequent or occasional substitution for ~~physical attendance for the purpose of obtaining information presented in a Study Session. It is not a substitution for physical attendance.~~ The Town Council may, by majority vote of a quorum present, declare a Councilmember's repeated use of telephonic participation excessive and deny a Councilmember's privilege to use telephonic participation. Such declaration by Town Council shall only be made when the member seeking to participate telephonically is afforded advance notice and the opportunity to participate in the Town Council's discussion regarding excessive use and the continuation of telephonic participation by the Councilmember. Provided that the Councilmember is provided notice of the date and time of the planned Council discussion, the member's inability to be available to participate in the discussion shall not preclude the Town Council's authority to discuss and decide whether such member's use of telephonic participation is excessive.
- C. Telephonic participation shall only be available to a Councilmember during study sessions; provided however, the Councilmember shall only listen to the discussion during the study session. ~~and shall limit interruptions to speak or participate in the study session.~~ Any questions or information to be conveyed to Town staff shall be conveyed to the Town Administrator following conclusion of the study session.

- D. A Councilmember may neither participate nor vote telephonically in a regular or special council meeting.
- E. Telephonic participation shall not be available to a Councilmember during an executive session.
- F. More than one Councilmember may participate telephonically during the same study session.

III. Arranging for Telephonic Participation.

To arrange to participate telephonically, a Town Councilmember shall:

- A. Notify the Mayor, Town Administrator, or Town Clerk in advance of the study session.
- B. Contact the Town Clerk or, during absence of the Town Clerk, the Deputy Town Clerk to arrange for telephonic participation. The Town Clerk shall provide the telephone number and any special calling instructions needed to facilitate the telephone contact. All Councilmembers shall endeavor to advise the Town Clerk of their intent to participate telephonically at the earliest possible time and not less than ~~two~~twenty four (24) hours prior to the requested participation.

VI. Limited Applicability of Policy.

This Policy shall only apply ~~to regular and special meetings (including~~ study sessions) of the Town Council for the Town of Parker. Board, liaison, commission, and authority members shall not be allowed to participate telephonically in their respective meetings.

VII. Reasonable Accommodations.

The Town shall provide reasonable accommodation and shall waive or modify provisions of this Policy to provide disabled Town Councilmembers full and equal access to Council meetings.]

Comment [A1]: Do we need this statement? The expectation is that we are in our seats every Monday at 5:30. Wouldn't accommodations come under standard Council actions?