TOWN OF PARKER COUNCIL AGENDA
September 8, 2020

<u>Notes</u>:
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.

<u>Town Administrator Emergency Order No. 2-2020</u>: All municipal facilities, including Town Hall where Town Council meetings are physically held, are closed to all members of the general public in response to the COVID-19 pandemic.

<u>Town Administrator Emergency Order No. 4-2020</u>: Town Council meetings are closed to members of the general public in response to the COVID-19 pandemic. The Town will provide for electronic participation by the general public, including applicants, residents and other interested parties during regular and special Town Council meetings. Information regarding such electronic participation will be included on the Town Council's website www.ParkerOnline.org/VirtualTownCouncilMeetings.

<u>Town Administrator Emergency Order No. 8-2020</u>: Public comment for items that are not on the agenda may be made electronically at http://parkeronline.org/CouncilPublicComment. For those unable to provide comments electronically through the website, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments that are provided by 5:00 p.m. on the day of the regular or special Town Council meeting will be provided to the Town Council and will be included with the approved minutes of the Town Council meeting.

<u>Virtual Public Participation by Zoom Webinar</u>: Instructions on how to participate in the public hearing are available by viewing the individual Town Council meeting listings on the Town's online calendar at www.parkeronline.org/calendar.

<u>Public Viewing Only - Facebook Live</u>: Town Council meetings may be viewed through Facebook Live from the Town of Parker website: www.facebook.com/townofparkerco.

PLEASE NOTE: Public Participation is NOT available through Facebook Live.

1. <u>TOWN COUNCIL MEETING SCHEDULE</u>

A. <u>5:30 P.M. – Call to Order Town Council Meeting and Roll Call</u>

B. <u>Executive Session – Immediately following Call to Order/Roll Call – (See Attached)</u>

C. <u>Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.</u>

2. <u>SPECIAL PRESENTATIONS</u>

Recognition of Cherokee Trail Elementary Teachers

Aubrie Duncan **Kyla Phelps**
Jessica Ranieri **Kristin Marsh**
Denise Hollowell **Brock Marsh**
Jane Steiner

3. PARKER CHAMBER OF COMMERCE UPDATES

4. DOWNTOWN BUSINESS ALLIANCE UPDATES

5. PUBLIC COMMENTS (No action will be taken on these items.) ***Public Comment for items that are not on the agenda will be addressed in the manner provided by Town Administrator Emergency Order No. 8-2020.***

6. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

7. CONSENT AGENDA

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

A. APPROVAL OF MINUTES - August 17, 2020

B. RESOLUTION NO. 20-044

A Resolution to Elect that the Town Retirement Plans Not Be Covered Under Article 54 of Title 24 of the Colorado Revised Statutes But Were Established Pursuant to the Home Rule Powers of the Town; Designate Mandatory Contributions of Employees and Commissioned Police Personnel Are Pick-Up Contributions; Ratify Actions Previously Taken; Authorize the Town Administrator and Finance Director or Designees to Do Any and All Acts to Maintain the Town Retirement Plans in Accordance with Applicable Law or for the Efficient Operation of the Retirement Plans, Including Serving as Trustee; and Authorize the Town Administrator and the Finance Director, Individually or Jointly to (1) Take Action, Including to Enter into Agreements, Adopt Plan Amendments and Make Plan Design Changes, Merge or Terminate the Town Retirement Plans and Submit the Town Retirement Plans to the Internal Revenue Service for Review/Guidance/ Compliance and (2) Take Action with Respect to FPPA for Commissioned Police Personnel, as Provided in the Resolution.

Department: Town Administrator, Michelle Kivela
Finance, Mary Lou Brown
Town Attorney, Jim Maloney

C. CONTRACTS ABOVE $100,000

1. Cottonwood Drive Widening (CIP 20-004) Professional Services Agreement

Amount: $617,660.00
Contractor: Felsburg Holt & Ullevig (FHU)
Department: Engineering/Public Works, Tom Gill

2. Cottonwood Drive Widening (CIP 20-004)

Amount: $10,400,000
Contractor: Hamon Infrastructure, Inc.
Department: Engineering/Public Works, Tom Gill

8. PUBLIC HEARINGS

Tax and Fee Assistance Program Agreement for Havana Bakery
Department: Town Attorney, Jim Maloney

9. ORDINANCES

A. ORDINANCE NO. 1.289.6 - Second Reading
A Bill for an Ordinance to Approve the Second Amendment to the Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado, and the Parker Authority for Reinvestment for Administrative Services
Department: Town Attorney, Jim Maloney

B. ORDINANCE NO 9.74.2 - Second Reading
A Bill for an Ordinance to Approve the Amended and Restated Establishing Intergovernmental Agreement for the Douglas County Housing Authority, a Multi-jurisdictional Housing Authority By and Among the City of Lone Tree, the Town of Castle Rock, The Town of Parker, the City of Castle Pines and Douglas County
Department: Community Development, Bryce Matthews

10. ADJOURNMENT

NOTE: The P3 meeting will begin immediately following the Town Council meeting.

Parker Town Council

Executive Session Agenda

September 8, 2020

"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)."

1. Receiving Legal Advice Concerning the Town Retirement Plans, on Colorado law and tax law issues

2. Section 13.04.240(b)(7)f.2 concerning the Olde Town at Parker Development Plan and Guide

"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)."

3. Proposed amendment to the Intergovernmental Agreement Regarding the Community Development Block Grant Program for Fiscal Years 2021-2023 Administered By the U.S. Department of Housing and Urban Development By and Between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Parker

4. Omnibus Certificate of the Town related to the Loan Agreements for the Parker Central and Cottonwood Commercial Plan Areas

5. Section 10.11.080 of the Parker Municipal Code (amended and restated service plan for Belford North Metropolitan District and related intergovernmental agreement)

6. Section 10.11.080 of the Parker Municipal Code (amended and restated service plan for Belford South Metropolitan District and related intergovernmental agreement)

TOWN OF PARKER COUNCIL
MINUTES
AUGUST 17, 2020

Mayor Mike Waid called the meeting to order at 5:35 P.M. All Councilmembers were present except Cheryl Poage who was absent and Renee Williams participating virtually.

Town Attorney Jim Maloney announced the topics for discussion in Executive Session were four (4) items; under C.R.S. § 24-6-402(4)(e) there was one item which was Section X of the service plans for Belford South Metropolitan District and Belford North Metropolitan District regarding the Intergovernmental Agreement Regarding Funding and Reimbursement of Public Improvement Costs among Compark Campus Metropolitan District, Belford South Metropolitan District and Belford North Metropolitan District; under C.R.S. § 24-6-402(4)(b) there were three items, the first was to receive legal advice on specific legal questions concerning C.R.S. § 31-12-106(1) - enclave annexation-Bowe Property-Pine Lane/Crown Crest Blvd., the second was to receive legal advice on specific legal questions concerning C.R.S. § 31-12-106(1) – voluntary annexation – American Furniture Warehouse and the third was to receive legal advice on specific legal questions concerning Sections 13.06.050 (off-street parking), 13.02.010 (accessory use), and Chapter 6.091 (noise regulations) of the Parker Municipal Code concerning the pending application for the Wild Goose Saloon.

EXECUTIVE SESSION

Joshua Rivero moved and Debbie Lewis seconded to go into Executive Session at 5:37 P.M. to hold a conference with the Town's Attorney to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Debbie Lewis moved and Joshua Rivero seconded to come out of the Executive Session at 6:37 P.M.

The motion was approved unanimously.

Debbie Lewis moved and Joshua Rivero seconded to recess the meeting at 6:47 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:00 P.M. All Councilmembers were present except Cheryl Poage who was absent and Renee Williams participating virtually.

Mayor Waid led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

There were none.

PUBLIC COMMENTS

None.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

PRESENTATION OF CAFR BY CLIFTONLARSONALLENLLP

Mary Lou Brown introduced Kevin Kimball with CliffordLarsonAllen, LLP. He explained what the Comprehensive Annual Financial Report (CAFR) is and stated that the Town's financials are fair, clear and concise and gave the Town an unmodified opinion.

CONSENT AGENDA

A. APPROVAL OF MINUTES – August 3, 2020

B. ORDINANCE NO. 1.289.6 - First Reading
A Bill for an Ordinance to Approve the Second Amendment to the Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado, and the Parker Authority for Reinvestment for Administrative Services

Department: Town Attorney, Jim Maloney

Second Reading: September 8, 2020

C. ORDINANCE NO 9.74.2 - First Reading
A Bill for an Ordinance to Approve the Amended and Restated Establishing Intergovernmental Agreement for the Douglas County Housing Authority, a Multijurisdictional Housing Authority By and Among the City of Lone Tree, the Town of Castle Rock, The Town of Parker, the City of Castle Pines and Douglas County

Department: Community Development, Bryce Matthews

Second Reading: September 8, 2020

D. RESOLUTION NO. 20-040
A Resolution Approving the Form of Intergovernmental Agreement Regarding Funding and Reimbursement of Public Improvement Costs Among Compark Business Campus Metropolitan District, Belford North Metropolitan District and Belford South Metropolitan District

Department: Town Attorney, Kristin Hoffmann

E. RESOLUTION NO. 20-041
A Resolution Assigning and Transferring to Douglas County Housing Partnership all of the Town of Parker's 2020 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith

Department: Community Development, Bryce Matthews

F. RESOLUTION NO. 20-042
A Resolution Setting the Date for Consideration of the Annexation Ordinance for the Bowey Property for Second Reading on October 5, 2020
Department: Community Development, BrieAnna Simon

Joshua Rivero moved to approve Consent Agenda items 6A through 6F.

Renee Williams seconded the motion.

The motion was approved unanimously.

PUBLIC HEARINGS

A. First Amendment to Tax and Fee Assistance Program Agreement for Takoda Tavern, L.L.C.

Department: Economic Development, Matt Carlson

7:31 P.M.

Matt Carlson provided a brief overview of each Tax and Fee Assistance Program agreement for Council.

The purpose of this First Amendment to the Tax and Fee Assistance Program Agreement for Takoda Tavern, L.L.C. (the "Agreement") is to add one (1) additional one-year term to the Agreement for the reason that the Town did not appropriate funds to share sales taxes for fiscal year 2020.

Public Comment:
Laura Hefta, 18236 Shadberry Lane, asked for clarification. Mayor Waid provided further explanation of the agreement.

Public Comment was closed at 7:35 PM

Joshua Rivero moved to approve the First Amendment to the Tax and Fee Assistance Program Agreement for Takoda Tavern, L.L.C.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

B. First Amendment to Tax and Fee Assistance Program Agreement for Mainstreet Pier LLC

Department: Economic Development, Matt Carlson

The purpose of this First Amendment to the Tax and Fee Assistance Program Agreement for Mainstreet Pier, LLC (the "Agreement"), is to add one (1) additional one-year term to the Agreement for the reason that the Town did not appropriate funds to share sales taxes for fiscal year 2020.

Public Comment: None

John Diak moved to approve the First Amendment to the Tax and Fee Assistance Program Agreement for Mainstreet Pier LLC.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

C. Second Amendment to Tax and Fee Assistance Program Agreement for Parker Keystone

Department: Economic Development, Matt Carlson

The purpose of this Second Amendment to the Tax and Fee Assistance Program Agreement for Parker Keystone (the "Agreement") is to add one (1) additional one-year term to the Agreement for the reason that the Town did not appropriate funds to share sales taxes for fiscal year 2020.

Public Comment: None.

Joshua Rivero moved to approve the Second Amendment to the Tax and Fee Assistance Program Agreement for Parker Keystone.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

ORDINANCES

ORDINANCE NO. 5.06.42.1- Second Reading
A Bill for an Ordinance to Amend Section 7.03.020 of the Parker Municipal Code Concerning Restrictions on Use of Motorized Vehicles and Recreational Vehicles

Department: Town Attorney, Kristin Hoffmann
Town Attorney, Jamie Wynn

This ordinance will amend Chapter 7.03 to allow the use of motor vehicles and recreational vehicles on public property, parks, trails and sidewalks within the Town, by Town Council resolution; previously it was only allowed on public property as part of a community event permit. It also expands the exception for public employees or agents maintaining, repairing or patrolling the properties, to those of special/metropolitan districts and homeowner/business owners' associations. Subsection (6) provided that the Mayor may issue permits; however, this has been revised to the Town Administrator or designee.

Public Comment: None

Joshua Rivero moved to approve Ordinance No. 5.06.42.1 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 7:40 P.M.

Chris Vanderpool, Deputy Town Clerk	Mike Waid, Mayor

PARKER
COLORADO

Request for Town Council Action

Date:	September 8, 2020
Submitted By:	Jim Maloney, Town Attorney
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**RESOLUTION NO. 20-044** **A Resolution to Elect that the Town Retirement Plans Not Be Covered Under Article 54 of Title 24 of the Colorado Revised Statutes But Were Established Pursuant to the Home Rule Powers of the Town; Designate Mandatory Contributions of Employees and Commissioned Police Personnel Are Pick-Up Contributions; Ratify Actions Previously Taken; Authorize the Town Administrator and Finance Director or Designees to Do Any and All Acts to Maintain the Town Retirement Plans in Accordance with Applicable Law or for the Efficient Operation of the Retirement Plans, Including Serving as Trustee; and Authorize the Town Administrator and the Finance Director, Individually or Jointly to (1) Take Action, Including to Enter into Agreements, Adopt Plan Amendments and Make Plan Design Changes, Merge or Terminate the Town Retirement Plans and Submit the Town Retirement Plans to the Internal Revenue Service for Review/Guidance/ Compliance and (2) Take Action with Respect to FPPA for Commissioned Police Personnel, as Provided in the Resolution.** Department: Town Administrator, Michelle Kivela Finance, Mary Lou Brown Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

The purpose of this Resolution is to (1) elect that the Town Retirement Plans are not covered under state law, but were established pursuant to the home rule powers of the Town; (2) designate mandatory contributions of employees and commissioned police personnel are pick-up contributions: (3) ratify actions previously taken; (4) authorize the Town Administrator and Finance Director or designees to do any and all acts to maintain the Town Retirement Plans in accordance with applicable law or for the efficient operation of the Town Retirement Plans, including serving as trustee; (5) authorize the Town Administrator and the Finance Director, individually or jointly, to take action to (a) enter agreements, adopt plan amendments, make plan design changes, merge or terminate the Town Retirement Plans and submit the Town Retirement Plans to the Internal Revenue Service for review/guidance/compliance and (b) take action with respect to Fire & Police Pension Association of Colorado (the "FPPA") for the commissioned police personnel, as provided in the Resolution.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town established and maintains the: (1) Town of Parker Employees Money Purchase Pension Plan as last amended and restated effective January 1, 2019 with the related trust and annuity contract(s) (the "Employees Money Purchase Pension Plan"), (2) Town of Parker (457(b)) Deferred Compensation Plan as last amended and restated effective August 1, 2018 and as subsequently amended with the related trust and annuity contract(s) (the "457(b) Plan"), and (3) Town of Parker Department Heads Money Purchase Pension Plan as last amended and restated effective January 1, 2002 and as subsequently amended with the related trust and annuity contract(s) (the "Department Heads Money Purchase Pension Plan"), (collectively the "Town Retirement Plans"). The Town Council established the Town Retirement Plans pursuant to the home rule provisions of Section 2.01.010 of the Parker Municipal Code and pursuant to this Resolution elects that the Town Retirement Plans not be covered under Article 54 of Title 24 of the Colorado Revised Statutes pursuant to Section 101.5 of Article 54 of Title 24 of the Colorado Revised Statutes.

The Town previously took contemporaneous action to establish a "pick-up" with respect to participant mandatory contributions to (1) the Employees Money Purchase Pension Plan, (2) the Department Heads Money Purchase Pension Plan, and (3) the statewide defined benefit plan for the commissioned police personnel through the FPPA. The contributions "picked up" by an employing unit are treated as employer contributions and excluded from gross income of the employee until distribution to the employee. Under the Resolution, the Town Council will provide that designated mandatory contributions (and any increase or decrease thereto) of employees of the Town to the Employees Money Purchase Pension Plan, and the designated mandatory contributions (and any increase or decrease thereto) of the commissioned police personnel to the FPPA statewide defined benefit plan have been and shall be "picked up" by the Town and treated as employer contributions pursuant to Section 414(h)(2) of the Internal Revenue Code of 1986, as amended (the "Code").

Under the Resolution the Town Council will ratify and approve the actions taken to (1) freeze the Department Heads Money Purchase Pension Plan, through the amendment to this plan, which was executed on August 28, 2020 and effective August 31, 2020, a copy of which is attached hereto as Exhibit A to the Resolution, (2) adopt Amendment No. 1 to the 457(b) Plan, executed July 31, 2020 and effective August 1, 2020, a copy of which is attached hereto as Exhibit B to the Resolution, and (3) adopt Amendment No. 2 to the 457(b) Plan, executed August 28, 2020 and effective August 14, 2020, a copy of which is attached hereto as Exhibit C to the Resolution.

Under the Resolution, Town Council will ratify and approve any and all actions taken by the Town Administrator, the Deputy Town Administrator, the Finance Director, Human Resources Director, the other proper officers of the Town, their designated representatives and human resources representatives, where such past actions were (1) taken to keep the Town Retirement

Plans in full force and effect, including plan design amendments, and any changes as may have been necessary to maintain the Town Retirement Plans under the applicable sections of the Code, and other applicable law, or for the efficient administration of the Town Retirement Plans including serving as Trustee of the Town Retirement Plans, and (2) taken with respect to the FPPA Statewide Defined Benefit Plan for the commissioned police personnel.

The Town Council will also (1) authorize the Town Administrator and the Finance Director, the other proper officers of the Town, their designated representatives and human resources representatives, to do any and all acts and things necessary, legal and proper (a) to keep the Town Retirement Plans in full force and effect and to make such amendments and changes, if any, as may be necessary to maintain the Town Retirement Plans under the applicable sections of the Code, and other applicable law, or (b) for the efficient administration of the Town Retirement Plans including serving as Trustee of the Town Retirement Plans; (2) authorize the Town Administrator and the Finance Director, individually or jointly, to take such actions as he or she deem proper and appropriate including but not limited to entering into agreements with vendors, other parties, and if applicable, the Internal Revenue Service ("IRS"), adopting plan amendments, making plan design changes, freezing, merging, or terminating the Town Retirement Plans, and submitting the Town Retirement Plans to the IRS through the Employee Plans Compliance Resolution System ("EPCRS") or other applicable guidance; (3) authorize the Town Administrator and Finance Director, individually or jointly, to take such actions with respect to the FPPA statewide defined benefit plan for the Town's commissioned police personnel as may arise from time to time; and (4) authorize the Town Administrator and the Finance Director, the proper officers of the Town and their designated representatives to effectuate this Resolution and to do all acts and things necessary, legal and proper in connection with this Resolution.

FINANCIAL IMPACT

Unknown at this time.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Resolution No. 20-044

RECOMMENDED MOTION

I move to approve Resolution No. 20-044, as part of the consent agenda.

RESOLUTION NO. __20-044__, Series of 2020

TITLE: A RESOLUTION TO ELECT THAT THE TOWN RETIREMENT PLANS NOT BE COVERED UNDER ARTICLE 54 OF TITLE 24 OF THE COLORADO REVISED STATUTES BUT WERE ESTABLISHED PURSUANT TO THE HOME RULE POWERS OF THE TOWN; DESIGNATE MANDATORY CONTRIBUTIONS OF EMPLOYEES AND COMMISSIONED POLICE PERSONNEL ARE PICK-UP CONTRIBUTIONS; RATIFY ACTIONS PREVIOUSLY TAKEN; AUTHORIZE THE TOWN ADMINISTRATOR AND FINANCE DIRECTOR OR DESIGNEES TO DO ANY AND ALL ACTS TO MAINTAIN THE TOWN RETIREMENT PLANS IN ACCORDANCE WITH APPLICABLE LAW OR FOR THE EFFICIENT OPERATION OF THE RETIREMENT PLANS, INCLUDING SERVING AS TRUSTEE; AND AUTHORIZE THE TOWN ADMINISTRATOR AND THE FINANCE DIRECTOR, INDIVIDUALLY OR JOINTLY TO (1) TAKE ACTION, INCLUDING TO ENTER INTO AGREEMENTS, ADOPT PLAN AMENDMENTS AND MAKE PLAN DESIGN CHANGES, MERGE OR TERMINATE THE TOWN RETIREMENT PLANS AND SUBMIT THE TOWN RETIREMENT PLANS TO THE INTERNAL REVENUE SERVICE FOR REVIEW/GUIDANCE/ COMPLIANCE AND (2) TAKE ACTION WITH RESPECT TO FPPA FOR COMMISSIONED POLICE PERSONNEL, AS PROVIDED IN THE RESOLUTION.

WHEREAS, the Town of Parker, Colorado (the "Town") established and maintains the: (1) Town of Parker Employees Money Purchase Pension Plan as last amended and restated effective January 1, 2019 with the related trust and annuity contract(s) (the "Employees Money Purchase Pension Plan"), (2) Town of Parker (457(b)) Deferred Compensation Plan as last amended and restated effective August 1, 2018 and as subsequently amended with the related trust and annuity contract(s) (the "457(b) Plan"), and (3) Town of Parker Department Heads Money Purchase Pension Plan as last amended and restated effective January 1, 2002 and as subsequently amended with the related trust and annuity contract(s) (the "Department Heads Money Purchase Pension Plan"), (collectively the "Town Retirement Plans");

WHEREAS, the Town Council established the Town Retirement Plans pursuant to the home rule provisions of Section 2.01.010 of the Parker Municipal Code;

WHEREAS, the Town Council wishes to elect that the Town Retirement Plans not be covered under Article 54 of Title 24 of the Colorado Revised Statutes pursuant to Section 101.5 of Article 54 of Title 24 of the Colorado Revised Statutes;

WHEREAS, the Town has previously taken contemporaneous action evidencing the intent to establish a "pick-up" with respect to participant mandatory contributions to (1) the Employees Money Purchase Pension Plan, (2) the Department Heads Money Purchase Pension Plan, and (3) the statewide defined benefit plan for the commissioned police personnel through the Fire and Police Pension Association of Colorado ("FPPA");

WHEREAS, contributions "picked up" by an employing unit are treated as employer contributions and excluded from gross income of the employee until distribution to the employee;

WHEREAS, the Town Council now wishes to provide that designated mandatory contributions (and any increase or decrease thereto) of the Town's employees to the Employees Money Purchase Pension Plan, and the designated mandatory contributions (and any increase or decrease thereto) of the Town's commissioned police personnel to the FPPA statewide defined benefit plan have been and shall continue to be "picked up" by the Town and treated as employer contributions pursuant to Section 414(h)(2) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, the Town Council wishes to ratify and approve the actions taken to freeze the Department Heads Money Purchase Pension Plan, through the amendment to such plan executed August 28, 2020 and effective August 31, 2020, a copy of which is attached hereto as Exhibit A;

WHEREAS, the Town Council wishes to ratify and approve the actions taken to adopt (1) Amendment No. 1 to the 457(b) Plan, executed July 31, 2020 and effective August 1, 2020, a copy of which is attached hereto as Exhibit B, and (2) Amendment No. 2 to the 457(b) Plan, executed August 28, 2020 and effective August 14, 2020, a copy of which is attached hereto as Exhibit C;

WHEREAS, the Town Council wishes to ratify and approve any and all actions taken by the Town Administrator, the Deputy Town Administrator, the Finance Director, Human Resources Director, the other proper officers of the Town, their designated representatives and human resources representatives, where such past actions were (1) taken to keep the Town Retirement Plans in full force and effect, including plan design amendments, and any changes as may have been necessary to maintain the Town Retirement Plans under the applicable sections of the Code, and other applicable law, or for the efficient administration of the Town Retirement Plans including serving as Trustee of the Town Retirement Plans, and (2) taken with respect to the FPPA Statewide Defined Benefit Plan for the Town's commissioned police personnel; and

WHEREAS, the Town Council wishes (1) to authorize the Town Administrator, the Finance Director, the other proper officers of the Town, their designated representatives and human resources representatives, to do any and all acts and things necessary, legal and proper (a) to keep the Town Retirement Plans in full force and effect and to make such amendments and changes, if any, as may be necessary to maintain the Town Retirement Plans under the applicable sections of the Code, and other applicable law, or (b) for the efficient administration of the Town Retirement Plans including serving as Trustee of the Town Retirement Plans; (2) to authorize the Town Administrator and the Finance Director, individually or jointly, to take such actions as he or she deem proper and appropriate, including but not limited to entering into agreements with vendors, other parties, and if applicable, the Internal Revenue Service ("IRS"), adopting plan amendments, making plan design changes, freezing, merging, or terminating the Town Retirement Plans, and submitting the Town Retirement Plans to the IRS through the Employee Plans Compliance Resolution System ("EPCRS") or other applicable guidance; (3) to authorize the Town Administrator, and the Finance Director, individually or jointly, to take such actions with respect to the FPPA statewide defined benefit plan for the commissioned police personnel as may arise from time to time; and (4) authorize the Town Administrator, the Finance Director, the proper officers of the Town and their designated representatives to effectuate the above resolutions and to do all acts and things necessary, legal and proper in connection with these resolutions.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. Pursuant to Section 101.5 of Article 54 of Title 24 of the Colorado Revised Statutes, the Town Council hereby elects that the Town Retirement Plans not be covered under Article 54 of Title 24 of the Colorado Revised Statutes because the Town Council established the Town Retirement Plans pursuant to the home rule provisions under Section 2.01.010 of the Parker Municipal Code.

Section 2. The Town Council now wishes to provide that designated mandatory contributions (and any increase or decrease thereto) of the Town's employees to the Employees Money Purchase Pension Plan, and the designated mandatory contributions (and any increase or decrease thereto) of the Town's commissioned police personnel to the FPPA statewide defined benefit plan have been and shall continue to be "picked up" by the Town and treated as employer contributions pursuant to Section 414(h)(2) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 3. The Town Council hereby ratifies and approves the actions taken to freeze the Department Heads Money Purchase Pension Plan through the amendment executed August 28, 2020 and effective August 31, 2020, a copy of which is attached hereto as Exhibit A and ratifies and approves the freezing of the Department Heads Money Purchase Pension Plan.

Section 4. The Town Council hereby ratifies and approves the actions taken to adopt (1) Amendment No. 1 to the 457(b) Plan, executed July 31, 2020 and effective August 1, 2020, and (2) Amendment No. 2 to the 457(b) Plan, executed August 28, 2020 and effective August 14, 2020.

Section 5. The Town Council hereby ratifies and approves the actions taken by the Town Administrator, the Deputy Town Administrator, the Finance Director, Human Resources Director, the other proper officers of the Town, their designated representatives and human resources representatives, where such past actions were (1) taken to keep the Town Retirement Plans in full force and effect, including plan design amendments, and any changes as may have been necessary to maintain the Town Retirement Plans under the applicable sections of the Code, and other applicable law, or for the efficient administration of the Town Retirement Plans including serving as Trustee of the Town Retirement Plans, and (2) taken with respect to the FPPA Statewide Defined Benefit Plan for the Town's commissioned police personnel.

Section 6. The Town Council hereby authorizes (1) the Town Administrator, the Finance Director, the other proper officers of the Town, their designated representatives and human resources representatives, to do any and all acts and things necessary, legal and proper (a) to keep the Town Retirement Plans in full force and effect and to make such amendments and changes, if any, as may be necessary to maintain the Town Retirement Plans under the applicable sections of the Code, and other applicable law, or (b) for the efficient administration of the Town Retirement Plans including serving as Trustee of the Town Retirement Plans; (2) the Town Administrator and the Finance Director, individually or jointly, to take such actions as he or she deem proper and appropriate, including but not limited to entering into agreements with vendors, other parties, and if applicable, the Internal Revenue Service ("IRS"), adopting plan amendments, making plan design changes, freezing, merging or terminating the Town Retirement Plans, and submitting the Town Retirement Plans to the IRS through the Employee Plans Compliance Resolution System ("EPCRS") or other applicable guidance; (3) the Town Administrator, and the Finance Director, individually or jointly, to take such actions with respect to the FPPA statewide defined benefit plan for the commissioned police personnel as may arise from time to time; and (4) the Town Administrator, the Town's Finance Director, the proper officers of the Town and their designated representatives, to effectuate the above resolutions and to do all acts and things necessary, legal and proper in connection with these resolutions.

RESOLVED AND PASSED this _____ day of ________________________, 2020.

TOWN OF PARKER, COLORADO

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

EXHIBIT A

AMENDMENT TO THE
TOWN OF PARKER DEPARTMENT HEADS MONEY PURCHASE PENSION PLAN

WHEREAS, the Town of Parker, Colorado (the "Employer"), previously adopted the Town of Parker Department Heads Money Purchase Pension Plan, last amended and restated effective as of January 1, 2002 on the Adoption Agreement and Plan Document of the Great-West Retirement Services® Section 401(a) Money Purchase Pension Plan for State and Local Governmental Employers (the "Plan"), as amended from time to time; and,

WHEREAS, the Employer desires to amend the Plan as provided below;

NOW, THEREFORE, BE IT RESOLVED, that the Adoption Agreement to the Plan be amended effective August 31, 2020, except as otherwise provided herein, as follows:

1. Section E.5. of the Adoption Agreement is amended, by adding the following to the end thereof, to read as follows:

   "Notwithstanding the foregoing, effective August 31, 2020, the Plan is frozen and no employee hired after such date shall become an Eligible Employee."

2. Section L.5. of the Adoption Agreement is amended, by adding the following to the end thereof, to read as follows:

   "Notwithstanding the foregoing, effective August 31, 2020, the Plan is frozen and no employee hired after such date shall be eligible to enter the Plan."

3. Section M.1. of the Adoption Agreement is amended, by adding the following to the end thereof, to read as follows:

   "Notwithstanding the foregoing, effective August 31, 2020, the Plan is frozen and after such date the Employer shall make no contributions to the Plan."

4. Section O.1. of the Adoption Agreement is amended, by adding the following to the end thereof, to read as follows:

   "Notwithstanding the foregoing, effective August 31, 2020, the Plan is frozen and after such date the Employee shall make no contributions to the Plan."

5. Section S.4. of the Adoption Agreement is amended, by adding the following to the end thereof, to read as follows:

   "Notwithstanding the foregoing, effective August 31, 2020, the Plan is frozen and the Account balance of each affected Participant shall be nonforfeitable."

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6. Section U of the Adoption Agreement is amended to uncheck each box 1-3 so that effective August 31, 2020, rollovers shall not be allowed, as follows:

"U. **ROLLOVERS.** *(Check each box that applies.)*

1. [ ] Rollovers from eligible Code § 457(b) plans SHALL BE allowed.

2. [ ] Rollovers from plans qualified under Code §§ 401(a), 403(a) and 403(b) SHALL BE allowed.

3. [ ] Rollovers from Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b) SHALL BE allowed."

7. Section V of the Adoption Agreement is amended to read as follows:

"V. **TRANSFERS.** *(Check Box 1 OR Box 2.)*

1. [ ] Transfers from plans qualified under Code § 401(a) SHALL BE allowed.

2. [X] Transfers from plans qualified under Code § 401(a) SHALL NOT BE allowed."

The Employer has caused this Amendment to the Town of Parker Department Heads Money Purchase Pension Plan to be executed by its authorized officer this 28th day of August, 2020.

EMPLOYER: Town of Parker, Colorado

By: Michelle Kivela
Michelle Kivela, Town Administrator

8/28/20
DATE SIGNED

EXHIBIT B

Amendment No. 1
to the
Town of Parker (457(b)) Deferred Compensation Plan

WHEREAS, the Town of Parker, Colorado (the "Employer"), previously adopted the Town of Parker (457(b)) Deferred Compensation Plan (the "Plan"), last amended and restated effective as of August 1, 2018; and,

WHEREAS, the Employer desires to amend the Plan as provided below;

NOW, THEREFORE, BE IT RESOLVED, that Sections 6 and 17 of the Adoption Agreement to the Plan are hereby amended effective as of August 1, 2020 as follows:

1. Section 6 of the Adoption Agreement is amended in its entirety to read as follows:

"6. EXCLUDED EMPLOYEES **(1.10).** The following Employees are Excluded Employees and are not eligible to participate in the Plan *(Choose one of a. or b.)*:

a. [ ] **No exclusions.** All Employees are eligible to participate.

b. [X] **Exclusions.** The following Employees are Excluded Employees *(Choose one or more of 1. through 4.)*:

1. [ ] **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than ___ hours per week.

2. [ ] **Hourly-paid Employees.**

3. [ ] **Leased Employees.** The Plan excludes Leased Employees.

4. [X] **Specify:** Part-time non-benefitted; seasonal; temporary; elected officials and the appointed boards and commissions of the Employer; and union."

2. Section 17 of the Adoption Agreement is amended in its entirety to read as follows:

"17. NONELECTIVE CONTRIBUTIONS **(1.19).** The Nonelective Contributions under Election 5c. are made as follows: *(Choose one)*:

a. [ ] **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.

b. [ ] **Fixed - Pro Rata.**_____% of Compensation.

c. [X] **Other.** A Nonelective Contribution may be made as follows:

For each Employee who is a sworn police officer of the Town of Parker who participates in the Colorado FPPA defined benefit plan, an allocation to such sworn police officer's account shall be made for (1) the 2020 Plan Year, equal to 2% of such officer's Compensation for the Plan Year; (2) the 2021 Plan Year, equal to 1.5% of such officer's Compensation for the Plan Year; (3) the 2022 Plan Year, equal to 1% of such officer's Compensation for the Plan Year; (4) the 2023 Plan Year, equal to .5% of such officer's Compensation for the Plan Year; and (5) the 2024 Plan Year and subsequent Plan Years, equal to 0% of such officer's Compensation for the Plan Year.

For the Town Administrator, an allocation to such Town Administrator's account shall be made for (1) the 2020 Plan Year, equal to the lesser of 4.5% of the Town Administrator's paid base salary, or the maximum contribution for the Town Administrator as is permitted under this Plan, and (2) the 2021 Plan Year and subsequent Plan Years, equal to the lesser of the amount determined in accordance with the Town Administrator's employment agreement or the maximum contribution limit under this Plan for the Town Administrator taking into account the age 50 catch-up contribution under Section 3.06 of the Base Plan Document (as same may be subsequently amended) but not taking into account the normal retirement age catch-up contribution under Section 3.05 of the Base Plan Document (as same may be subsequently amended).

Allocation Conditions. (3.08). To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of d. or e.)*:

d. [X] **No allocation conditions.**

e. [ ] **Conditions.** The following **allocation** conditions apply to Nonelective Contributions *(Choose one or more of 1. through 4.)*:

1. [ ] **Service condition.** The Participant must complete the following number of months of Continuous Service during the

Plan Year: ________.

2. [ ] **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.

3. [ ] **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.

4. [ ] **Specify:** ____"

Except as herein amended, the Plan shall remain in full force and effect.

The Employer has caused this Amendment No. 1 to be executed by its authorized officer this 31st day of July, 2020.

EMPLOYER: Town of Parker, Colorado

By: Michelle Kivela ________________ 7/31/20

Michelle Kivela — DATE SIGNED

TRUSTEE

Mary Lou Brown ________________ 7/31/20

Mary Lou Brown — DATE SIGNED

EXHIBIT C

Amendment No. 2
to the
Town of Parker (457(b)) Deferred Compensation Plan

WHEREAS, the Town of Parker, Colorado (the "Employer"), previously adopted the Town of Parker (457(b)) Deferred Compensation Plan (the "Plan"), last amended and restated effective as of August 1, 2018, as amended by Amendment No. 1 effective August 1, 2020; and,

WHEREAS, the Employer desires to amend the Plan as provided below;

NOW, THEREFORE, BE IT RESOLVED, that Section 17 of the Adoption Agreement to the Plan is hereby amended effective as of August 14, 2020 as follows:

"17. NONELECTIVE CONTRIBUTIONS **(1.19)**. The Nonelective Contributions under Election 5c. are made as follows: *(Choose one)*:

a. [ ] **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.

b. [ ] **Fixed - Pro Rata.**_% of Compensation.

c. [X] **Other.** A Nonelective Contribution may be made as follows:

For each Employee who is a sworn police officer of the Town of Parker who participates in the Colorado FPPA defined benefit plan, an allocation to such sworn police officer's account shall be made for (1) the 2020 Plan Year, equal to 2% of such officer's Compensation for the Plan Year; (2) the 2021 Plan Year, equal to 1.5% of such officer's Compensation for the Plan Year; (3) the 2022 Plan Year, equal to 1% of such officer's Compensation for the Plan Year; (4) the 2023 Plan Year, equal to .5% of such officer's Compensation for the Plan Year; and (5) the 2024 Plan Year and subsequent Plan Years, equal to 0% of such officer's Compensation for the Plan Year.

For the Town Administrator, an allocation to such Town Administrator's account shall be made for (1) the 2020 Plan Year, equal to the lesser of 4.5% of the Town Administrator's paid base salary, or the maximum contribution for the Town Administrator as is permitted under this Plan, and (2) the 2021 Plan Year and subsequent Plan Years, equal to the lesser of the amount determined in accordance with the Town Administrator's employment agreement or the maximum contribution limit under this Plan for the Town Administrator taking into account the age 50 catch-up contribution under Section 3.06 of the Base Plan Document (as same may be subsequently amended) but not taking into account the normal retirement age catch-up contribution under Section 3.05 of the Base Plan Document (as same may be subsequently amended).

For the Chief of Police, in addition to the contribution described above for sworn police officers, an allocation to such Chief of Police's account shall be made (1) on the August 14, 2020 pay date of $674.69, (2) for the remainder of the 2020 Plan Year, equal to the lesser of 2% of the Chief of Police's Compensation per pay date, or the maximum contribution for the Chief of Police as is permitted under this Plan, and (3) for the 2021 Plan Year and subsequent Plan Years, unless changed by Plan amendment, equal to the lesser of 2% of the Chief of Police's Compensation per pay date, or the maximum contribution limit under this Plan for the Chief of Police taking into account the age 50 catch-up contribution under Section 3.06 of the Base Plan Document (as same may be subsequently amended) but not taking into account the normal retirement age catch-up contribution under Section 3.05 of the Base Plan Document (as same may be subsequently amended).

Allocation Conditions. (3.08). To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of d. or e.)*:

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d. [X] **No allocation conditions.**

e. [ ] **Conditions.** The following **allocation** conditions apply to Nonelective Contributions *(Choose one or more of 1. through 4.)*:

1. [ ] **Service condition.** The Participant must complete the following number of months of Continuous Service during the

Plan Year: ___________.

2. [ ] **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.

3. [ ] **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.

4. [ ] **Specify:** .____"

Except as herein amended, the Plan shall remain in full force and effect.

The Employer has caused this Amendment No. 2 to be executed by its authorized officer this 28th day of August, 2020.

EMPLOYER: Town of Parker, Colorado

By: Michelle Kivela
Michelle Kivela

8/28/20
DATE SIGNED

TRUSTEE

By: Mary Lou Brown
Mary Lou Brown

8/28/2020
DATE SIGNED

PARKER COLORADO

Request for Town Council Action

Date:	September 8, 2020
Submitted By:	Tom Gill, Associate Project Manager
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**Cottonwood Drive Widening (CIP 20-004) Professional Services Agreement**

Amount:	$617,660.00
Contractor:	Felsburg Holt & Ullevig (FHU)
Department:	Engineering/Public Works, Tom Gill

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Felsburg Holt & Ullevig (FHU) for the construction management and material testing services for the Cottonwood Drive Widening project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In anticipation of the upcoming Cottonwood Drive Widening project, the Town invited three firms from the On-Call Construction Management Services (CM) list in for interviews to present their approach detailing how their firm would provide CM for this project. An example "Scope of Work" was provided to all the firms and required that each firm provide an estimate of staff hours that would be needed for managing the project including materials testing. The information provided by each firm was used to select the most qualified firm. After careful consideration, the review team all agreed Felsburg Holt & Ullevig (FHU) is the most qualified for this project.

FINANCIAL IMPACT

Funding for this agreement has been appropriated in the Highway and Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date:	September 8, 2020
Submitted By:	Tom Gill, Associate Project Manager
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**Cottonwood Drive Widening (CIP 20-004)**
	Amount: $10,400,000
	Contractor: Hamon Infrastructure, Inc.
	Department: Engineering/Public Works, Tom Gill

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement with Hamon Infrastructure, Inc., for the Cottonwood Drive Widening project (CIP 20-004) for $10,400,000.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town publicly opened competitive bids on August 25, 2020, for the Cottonwood Drive Widening Project (CIP 20-004). Work includes, but not limited to, construction of approximately 3,500-feet of a new two to three-lane roadway, a new 625 foot five-span bridge over Cherry Creek, reconstruction/modification of the existing roadway and improvements/modifications to the existing bridge over Cherry Creek. The project limits are from Jordan Road to Parker Road.

The Town received bids from eight (8) contractors with Hamon Infrastructure, Inc., being the lowest responsible bidder. Hamon has successfully completed several Town projects with the most recent being the Chambers Road Widening Project. Therefore, Town staff recommends moving forward with the contract award. The bids were as follows:

1) Hamon Infrastructure - $10,400,000.00
2) HEI Civil - $10,538,724.20
3) Hamilton Construction - $11,788,607.20
4) Jalisco International - $11,898,794.80
5) Concrete Express (CEI) - $11,927,144.51
6) SEMA - $12,130,556.74
7) American Civil Constructors - $12,443,100.50
8) JHL Constructors - Non-Responsive
Engineer's Estimate - $11,662,389

FINANCIAL IMPACT

Funding for this roadway improvement project has been appropriated in the Streets capital improvement (301-4310) fund.

STRATEGIC GOAL(S)

SUPPORT AN ACTIVE COMMUNITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date:	September 8, 2020
Submitted By:	Matt Carlson, Business Recruitment Manager
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**Tax and Fee Assistance Program Agreement for Havana Bakery**
	Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

Havana's Bakery and Café (Mr. Gene Gregory) submitted an application for financial assistance under the Town of Parker Tax and Fee Assistance program (Chapter 4.02, TOP Municipal Code).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Gene Gregory & Sons Construction has acquired the property at 19757 Pikes Peak Ave. in the Town of Parker and proposes to build, own and operate a new restaurant/cafe – Havana's Bakery and Cafe.

Havana's would create a single-story bakery and cafe with outdoor patio seating serving authentic Cuban dishes and allowing for the sale of alcoholic beverages from lunch to closing. Mr. Gregory proposes to partner with a restaurant operator who has operated similar concepts in Miami, Florida, for more than twenty years and in Aurora, CO for the last seven.

With plans to build a 2,250-square-foot restaurant along with necessary parking, landscaping, civil and other necessary improvements associated with the structure Mr. Gregory is currently working through the site plan process with the Town's Community Development Department and hopes to begin construction later this summer.

FINANCIAL IMPACT

The capital investment for the project is estimated at $2.5 million. Annual sales are estimated to be $875,000/year initially growing to $1.5 million/year over 5 years.

The operation will employ approximately 15 individuals when fully operational with an estimated annual payroll of $370,000.

Based on these estimates, Economic Development staff recommends entering into an incentive agreement pursuant to the Town of Parker Tax and Fee Assistance program (Chapter 4.02, TOP

Municipal Code).

The recommended incentive agreement would share both enhanced sales taxes derived from the project as well as a portion of development fees. Specifically the agreement provides for the following:

- The owner shall receive fifty percent (50%) of the enhanced sales taxes generated by the project, excluding the Parks and Recreation Sales Tax, for a maximum of three (3) one-year terms.
- "Enhanced sales taxes," for this project are defined as those amounts in excess of Four Thousand Two Hundred Dollars ($4,200) per year.
- The owner shall also receive fifty percent (50%) of development fees, which include permit, plan check fees, and construction use taxes collected by the Town during the construction permitting process for the initial construction of the project.
- The maximum period of time that this agreement shall be in effect is three (3) years or until a maximum sum of Sixty-Two Thousand Dollars ($62,000.00) derived from (i) enhanced sales taxes and (ii) the rebate of development fees, is rebated, whichever occurs first, at which time this agreement shall terminate.

Havana's Bakery & Cafe meets the following goals of the Town's Tax and Fee Assistance Program (TAP) by providing the following public or quasi-public related improvements:

- Produces increased sales taxes
- Provides new jobs (employment)
- The creation or enhancement of a unique downtown
- Contributes to the diversity of jobs and employment opportunities

STRATEGIC GOAL(S)

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Havana's Bakery & Cafe TAP Agreement

RECOMMENDED MOTION

I move to approve the Tax and Fee Assistance Program Agreement for Havana Bakery.

TAX AND FEE ASSISTANCE PROGRAM AGREEMENT
FOR HAVANA'S BAKERY & CAFE, L.L.C.

THIS AGREEMENT, made and entered into this 25 day of August, 2020, by and between Havana's Bakery & Cafe, L.L.C., a Colorado limited liability company (the "Owner"), and the Town of Parker, Colorado (the "Town").

RECITALS:

A. The Town adopted Chapter 4.2 of the Parker Municipal Code, entitled TAX AND FEE ASSISTANCE PROGRAM (collectively referred to as the "Ordinance" or the "TAP Program"), to encourage recruitment, retention, establishment and/or expansion of businesses within the Town, thereby stimulating the economy of and providing employment for residents of the Town and others, further expanding the goods and services available for purchase and consumption by businesses and residents of the Town, and further increasing the sales taxes and fees collected by the Town.

B. The Owner desires to participate in the TAP Program and to share in the enhanced sales tax derived from the business described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "New Business"), which is located at the 19757 Pikes Peak Avenue, Parker, Colorado, 80134, and more particularly described in **Exhibit B**, which is attached hereto and incorporated by this reference (the "Property"), for the installation of the public or public-related improvements described in **Exhibit C**, which is attached hereto and incorporated by this referenced (the "Improvements"), to the extent allowed in this Agreement.

C. The Owner shall be deemed the recorded owner of the real property upon which the New Business is operated and is solely entitled to reimbursement provided for herein for purposes of this Agreement, whether or not the Owner owns all or any portion of the real property upon which the New Business is operated at the relevant time, since the Owner is responsible for the installation of the Improvements.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the parties hereto, to be kept and performed by each of them, the parties agree as follows:

1. Term and Condition Precedent.

a. The Town and the Owner acknowledge and agree that this Agreement describes a certain condition precedent, which is contained in Paragraph 5 of this Agreement (the "Condition Precedent"), that must be performed on or before September 30, 2021 (the "Condition Deadline"). In the event that the Condition Precedent described in Paragraph 5 of this Agreement is fully satisfied on or before the Condition Deadline, Town and the Owner each agree to promptly execute the Certificate of Compliance attached as **Exhibit D** and incorporated by this reference, which establishes that the terms and conditions contained in Paragraph 5 of this Agreement have been satisfied. In the event the Condition Precedent is not satisfied by the Condition Deadline, then this Agreement will automatically terminate, and any action or approval made or undertaken by either party to this Agreement shall be null and void and of no force or effect.

b. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the issuance of the Town's written authorization for the New Business to operate on the Property and shall terminate one (1) year from the date in which the Town issues the written authorization for the New Business to operate on the Property; provided, however, that, subject to the terms of the next succeeding sentence, this Agreement shall automatically renew for additional one-year terms. The term of this Agreement may be renewed by up to two (2) one-year terms. This Agreement shall automatically renew for each additional one-year term, provided, however, amounts shall not be paid to the Owner in any year for which the Town has not appropriated sufficient funds for payment in such year, or the Town has disbursed the maximum amount, as provided in Paragraph 2.d. of this Agreement.

2. Qualification of Property for the TAP Program. The Town agrees that the New Business qualifies for the TAP Program and the Improvements are improvements for public and/or public-related purposes that will enhance the competitive position of the Town within the Denver metropolitan area market place. The following provisions shall apply for each year in which this Agreement is in effect for the New Business located on the Property:

a. Fifty percent (50%) of the "Enhanced Sales Taxes," as defined in the Ordinance, collected by the Town and derived from the New Business located on the Property, excluding the half percent (0.5%) Town sales tax described in Section 4.02.080(b) of the Parker Municipal Code ("Parks and Recreation Sales Tax"), shall be segregated by the Town Finance Director to be utilized for this Agreement.

b. In determining the amount of "Enhanced Sales Taxes," the "base amount" as defined in the Ordinance and agreed to by the Town and the Owner shall be Four Thousand Two Hundred Dollars ($4,200) per year for the initial year and each of the two (2) remaining one-year terms (including the Parks and Recreation Sales Tax), which amount represents the good faith determination by the Owner and the Town of the amount of sales tax that would be generated without assistance from the Town.

c. The Owner shall share in the Enhanced Sales Taxes derived from the New Business located on the Property in the amount of Fifty percent (50%) of the Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax, for the three (3) one-year terms of the Agreement. The Owner shall also share in building permit fees, which include permit, plan check fees, and construction use taxes collected by the Town (the "Fee Repayment") during the construction permitting process for the initial construction of the New Business on the Property. The amount of the Fee Repayment shall be fifty percent (50%) of the building permit fees, which include permit fees, plan check fees, and construction of use taxes collected by the Town, excluding the Douglas County use tax and the half percent (0.5%) Town use tax described in Section 4.02.080(b) of the Parker Municipal Code. The Fee Repayment shall be used for reimbursement of the Improvements, as described herein. The Fee Repayment shall, together with the Enhanced Sales Tax, be used for reimbursement of the Improvements, as described in Paragraph 2.d. of this Agreement.

d. The Enhanced Sales Taxes from the New Business located on the Property shall be shared and the Owner's share thereof shall be disbursed on a quarterly basis commencing on the date specified in Paragraph 1.b. of this Agreement for reimbursement of the cost of

Improvements described in Exhibit C. The Fee Repayment will be paid to the Owner upon the construction and installation of the Improvements or the issuance of the certificate of occupancy for the New Business, whichever occurs last. The maximum period of time that this Agreement shall be in effect is three (3) years (commencing on the issuance of the Town's written authorization for the New Business to operate on the Property as described in Paragraph 1.b.) or until the maximum sum of Sixty-Two Thousand Dollars ($62,000.00) derived from (i) Enhanced Sales Taxes defined herein and (ii) the Fee Repayment defined herein have been paid to Owner for reimbursement for the Improvements, whichever occurs first, at which time this Agreement shall terminate. It is expressly understood by the parties that this Agreement will terminate as provided in Paragraph 1.b. of this Agreement or upon the occurrence of the earlier to be reached of the maximum time as provided in the preceding sentence (whether or not the maximum amount to be shared has been reached) or disbursement of the maximum amount to be shared as provided in the preceding sentence (whether or not the maximum time set forth has expired).

e. The base amount for Enhanced Sales Taxes is divided into twelve (12) monthly increments by agreement of the Owner and the Town as shown on **Exhibit E**, which is attached hereto and incorporated by this reference. In the event the sales taxes received from the Property do not at least equal the monthly base amount for any month, there shall be no sharing of funds for that month and no increment shall be shared until the cumulative sales taxes received from the Property for the applicable twelve-month cycle exceed the cumulative base amount for such period.

f. This Agreement is a personal agreement between the Town and the Owner which does not run with the land and shall not be recorded against the Property. Further, this Agreement shall never constitute a debt or obligation of the Town within any constitutional or statutory provision.

g. Any Enhanced Sales Taxes subject to this Agreement shall be escrowed in the event there is a legal challenge to the TAP Program or the approval of this Agreement.

h. The obligations, benefits and/or the provisions of this Agreement may not be assigned in whole or in part without the express authorization of the Parker Town Council and no third party shall be entitled to rely upon or enforce any provisions hereon.

i. At the end of the term of this Agreement as provided for herein, any monies segregated by the Town Finance Director which have not been expended as hereunder provided may be transferred to another account of the Town or used in any manner determined by the Town in its sole discretion, excluding any amounts escrowed pursuant to Paragraph 2.g. of this Agreement.

j. From the Enhanced Sales Taxes proceeds segregated by the Town Finance Director, the Town shall pay the Owner upon satisfaction of the obligations related to the Improvements, as described in Exhibit C of this Agreement. The Owner shall provide documentation acceptable to the Town to establish that the obligations described in Exhibit C have been satisfied.

3. Nonappropriations/Multi-Fiscal Year Obligations. Notwithstanding anything in this Agreement to the contrary, this Agreement is specifically subject to annual appropriation of sufficient funds to pay Enhanced Sales Taxes as provided by this Agreement. In the event that appropriation of sufficient funds is not made in any year, resulting in the inability of the Town to pay Enhanced Sales Taxes hereunder, the Town shall not be obligated to make payment of the nonappropriated amounts in such year.

4. Subordination. Notwithstanding anything in this Agreement to the contrary, the Owner shall have no right, claim, lien, or priority in or to the Town's sales tax or use tax revenue superior to or on parity with the rights, claims, or liens of the holders of any sales tax or use tax revenue bonds, notes, certificates, or debentures payable from or secured by any sales taxes or use taxes, existing or hereafter issued by the Town, and that all rights of the Owner are, and at all times shall be, subordinate and inferior to the rights, claims, and liens of the holders of any and all such sales tax or use tax revenue bonds, certificates of participation, notes, certificates, or debentures, issued by the Town and payable from or secured by any sales taxes.

5. Condition Precedent to be Satisfied. The Condition Precedent to be satisfied on or before the Condition Deadline is the issuance of the Town's written authorization for the New Business to operate on the Property, on or before September 30, 2019. In the event that the Condition Precedent have not been satisfied and the Certificate of Compliance has not been executed by the parties on or before the Condition Deadline, then this Agreement shall automatically terminate and any action or approval undertaken by either party to this Agreement to satisfy any Condition Precedent shall be null and void and of no force or effect. Upon the execution of the Certificate of Compliance by the parties hereto, the Town and Owner shall satisfy the terms and conditions contained in this Agreement.

6. Remedies. The Owner waives any constitutional claims against the Town arising out of a breach of this Agreement. The Owner's remedies against the Town under this Agreement are limited to breach of contract claims.

7. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts 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, the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the parties shall cooperate to cure any legal defects in this Agreement or the TAP Program.

9. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

10. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective upon the earlier of actual receipt or seventy-two (72) hours after deposit in the United States mail with the proper

address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to the Town:	Town Administrator Town of Parker 20140 East Mainstreet Parker, Colorado 80138
Notice to the Owner:	Gene Gregory Havana's Bakery & Cafe, L.L.C. 367 Sandy Hollow Trail Franktown, Colorado 80116

11. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Owner and the Town acting pursuant to Town Council authorization, as provided by the Ordinance.

12. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the day and year first above written.

TOWN OF PARKER, COLORADO

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

OWNER: HAVANA'S BAKERY & CAFE, L.L.C., a Colorado limited liability company

Gene Gregory

Gene Gregory, Owner

STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 25th day of August, 2020, by Gene Gregory, as Owner of Havana's Bakery & Cafe, L.L.C., a Colorado limited liability company.

My commission expires: 10/03/21.

SEAL

Senaida Wilkins

Notary Public

SENAIDA A WILKINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20094027771
MY COMMISSION EXPIRES OCT. 03, 2021

EXHIBIT LIST

Exhibit A	Description of Havana's Bakery & Cafe
Exhibit B	Legal Description of the Property
Exhibit C	Improvements
Exhibit D	Certificate of Compliance
Exhibit E	Base Amount

EXHIBIT A

DESCRIPTION OF HAVANA'S BAKERY & CAFÉ

Havana's Bakery & Cafe will create a 2,250-square-foot, single-story bakery and cafe with outdoor patio seating serving authentic Cuban dishes and allowing for the sale of alcoholic beverages from lunch to closing. Along with the restaurant, all necessary parking, landscaping, civil and other necessary improvements associated with the structure will be completed.

The capital investment is estimated at $2.5 million and represents a significant investment in, and commitment to, the Town. Annual sales are estimated to be $875,000 initially growing to $1.2 million over 3 years. The increased operation will employ approximately 15 individuals when fully operational. The new location is scheduled to begin construction this fall and open in spring of 2021.

EXHIBIT B

LEGAL DESCRIPTION

LOT 3 AND 1/3 UNDIVIDED INTEREST IN TRACT A, HEATH COURT MINOR DEVELOPMENT PLAT, LOCATED IN THE NE QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

EXHIBIT C

IMPROVEMENTS

The obligations and improvements which are public or public-related and eligible under the "Tax and Fee Assistance Program Agreement" include the improvement to an in-fill lot of undeveloped property in the Pikes Peak Center of the Greater Downtown District in the Town of Parker with a sales-tax-generating enterprise and an initial capital investment of more than $2.5 million. The new business will both create approximately 15 new jobs and also result in diversity of sales tax generation and an enhancement of the Greater Downtown District.

EXHIBIT D

CERTIFICATE OF COMPLIANCE

IT IS HEREBY CERTIFIED by the undersigned authorized representatives of the Town of Parker and Havana's Bakery & Cafe, L.L.C., in connection with that certain Tax and Fee Assistance Program Agreement for Havana's Bakery & Cafe, L.L.C., dated ___________, 2020 (the "Agreement"), that:

The Condition Precedent described in Paragraph 5 of the Agreement was fully satisfied on or before September 30, 2021.

IN WITNESS WHEREOF, the parties sign this Certificate of Compliance this _____ day of ______________, 20__.

TOWN OF PARKER, COLORADO

By: ______________________________
________________________, Mayor

ATTEST:

____
________________________, Town Clerk

OWNER: HAVANA'S BAKERY & CAFE, L.L.C., a Colorado limited liability company

____
Gene Gregory, Owner

STATE OF COLORADO)
)ss.
COUNTY OF ___________)

The foregoing instrument was acknowledged before me this _____ day of __________, 20__, by Gene Gregory, as Owner of Havana's Bakery & Cafe, L.L.C., a Colorado limited liability company.

My commission expires: ____________________.

SEAL

____
Notary Public

EXHIBIT E

BASE AMOUNT

YEAR 1 through 3	
Month #1	$ 350.00
Month #2	$ 350.00
Month #3	$ 350.00
Month #4	$ 350.00
Month #5	$ 350.00
Month #6	$ 350.00
Month #7	$ 350.00
Month #8	$ 350.00
Month #9	$ 350.00
Month #10	$ 350.00
Month #11	$ 350.00
Month #12	$ 350.00
Total Annual Base	$ 4,200.00

PARKER
COLORADO

Request for Town Council Action

Date:	September 8, 2020
Submitted By:	Jim Maloney, Town Attorney
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO. 1.289.6 - Second Reading** **A Bill for an Ordinance to Approve the Second Amendment to the Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado, and the Parker Authority for Reinvestment for Administrative Services** Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

The Second Amendment to the Amended and Restated Cooperation Agreement (the "Agreement") allows for the Parker Authority for Reinvestment (the "Authority") to fund identified capital projects described in Exhibit A to the Agreement (the "Capital Projects") and for the Town to construct the Capital Projects using the funds provided by the Authority (the "Funds").

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Authority plans to borrow the funds necessary to construct the Capital Projects. Under the Agreement, the Authority will provide the Funds to the Town and the Town will use the Funds to construct the Capital Projects. The Town will follow the Town's procurement process and use Town employees in order to contract for the completion of the Capital Projects. The construction contracts associated with the Capital Projects will be subject to Town Council approval.

FINANCIAL IMPACT

The funds necessary for the Capital Projects will be provided by the Authority.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Ordinance No. 1.289.6

RECOMMENDED MOTION

I move to approve Ordinance No. 1.289.6 on second reading.

ORDINANCE NO. <u>1.289.6</u>, Series of 2020

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

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

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

<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 __________, 2020.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2020.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

EXHIBIT 1

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

THIS SECOND AMENDMENT TO AMENDED AND RESTATED COOPERATION AGREEMENT (the " Second Amendment") dated as of the ____ day of __________, 2020, is entered into by and between the Town of Parker, Colorado (the "Town"), a home rule municipal corporation of the State of Colorado, and the Parker Authority for Reinvestment (the "Authority"), a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado and the Charter of the Town.

RECITALS:

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

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

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

WHEREAS, the Town and the Authority entered into that Amended and Restated Cooperation Agreement between the Town of Parker, Colorado, and the Parker Authority for Reinvestment, dated December 4, 2017 (the "Original Restated Cooperation Agreement");

WHEREAS, the Town and the Authority entered into the First Amendment to the Amended and Restated Cooperation Agreement between the Town of Parker, Colorado and the Parker Authority for Reinvestment, dated April 15, 2019 (the “First Amendment”)

WHEREAS, the Authority has determined pursuant to the statutory authorization set forth in C.R.S. § 31-25-103(10)(c), and C.R.S. § 31-25-105(1)(c) to construct and otherwise provide for public improvements in furtherance of the urban renewal plans for the Parker Central Area and the Cottonwood Area (collectively, the "Capital Projects");

WHEREAS, the Town and the Authority now desire to enter into this Second Amendment to memorialize the relationship between the Town and the Authority regarding the construction of the Capital Projects by the Authority; and

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

NOW, THEREFORE, in consideration of the foregoing recitals and the following terms and conditions, the Town and the Authority hereby agree to this Second Amendment as follows:

1. CAPITAL PROJECTS WITHIN AN URBAN RENEWAL PROJECT AREA

The Town and the Authority desire to have the Authority fund or otherwise provide the Capital Projects more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, pursuant to C.R.S. § 31-25-103(10)(c), and C.R.S. § 31-25-105(1)(c), and seek to utilize the process set forth in this First Amendment.

The Town and the Authority therefore agree the provisions of this Second Amendment shall apply if the Authority approves the funding for the providing of any of the Capital Projects identified in Exhibit A.

The Parties agree that the Authority shall provide the necessary funds for any Capital Project identified on Exhibit A, including necessary soft costs, and said funds shall thereafter be appropriated by the Town for such Capital Projects as more particularly described in the contracts of the Town approving any of the identified Capital Projects. The Town shall use the Town procurement processes and Town employees in order to contract for the completion of the Capital Projects with the segregated funds as set forth herein. The Authority shall have no obligation after providing the funds to the Town to be segregated hereunder for construction of the Capital Projects.

2. The Original Restated Cooperation Agreement and First Amendment have not been amended, except as provided in the Second Amendment.

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

TOWN OF PARKER, COLORADO

By: ______________________________________
Mike Waid, Mayor

Attest:

____
Carol Baumgartner, CMC, Town Clerk

PARKER AUTHORITY FOR REINVESTMENT

By: ______________________________________
Mike Waid, Chairman

Attest:

____
Carol Baumgartner, CMC, Authority Clerk

EXHIBIT A

PAR CIP BONDING PROJECTS		CAPITAL TOTAL	2020	2021	2022	2023	2024
PARKER CENTRAL							
Infrastructure	Mainstreet Safety Enhancements and Circulation phase 1 Safety and circulation improvements on Mainstreet between Parker Road and Pine Drive intersections.	**$ 1,500,000**		$ 1,000,000	$ 500,000		
Placemaking	Mainstreet Beautification and Safety Enhancements (Twenty Mile to Dransfeldt) - Streetscape, pedestrian, sidewalk, lighting and landscaping improvements along Mainstreet	**$ 1,500,000**		$ 50,000	$ 1,000,000	$ 450,000	
Placemaking	O'Brien Park Southern edge/Mainstreet improvements Pedestrian and landscape improvements along the southern edge of O'Brien Park adjacent to Mainstreet.	**$ 600,000**		$ 100,000	$ 400,000	$ 100,000	
Infrastructure	Mainstreet and 20 Mile Intersection improvements - Turn lane additions at intersection for improved traffic operations, including 3/4 movement from 20 Mile to Stage Run.	**$ 1,650,000**			$ 150,000	$ 1,500,000	
Placemaking	Pikes Peak Sidewalk improvements on Pikes Peak Drive -TIMING CONCERN: ROW ACQUISITION, UTILITY RELOCATION and LANDSCAPE IMPACTS	**$ 3,000,000**		$ 100,000	$ 2,650,000	$ 250,000	
Placemaking	Mainstreet Northside Sidewalk (T&C Area) Pedestrian improvements and sidewalk widening and landscaping North side of Mainstreet in front of Town and Country Village -TIMING CONCERN: ROW ACQUISITION, UTILITY RELOCATION and LANDSCAPE IMPACTS	**$ 1,500,000**		$ 100,000	$ 1,150,000	$ 250,000	
Infrastructure	Dransfelt widening and improvments from Mainstreet to Pony Express	**$ 3,000,000**			$ 500,000	$ 2,500,000	
	PARKER CENTRAL TOTAL	**$ 12,750,000**	**$ -**	**$ 1,350,000**	**$ 6,350,000**	**$ 5,050,000**	**$ -**
COTTONWOOD							
Infrastructure	Cottonwood Bridge Widening	**$ 8,000,000**	$ 500,000	$ 7,000,000	$ 500,000		
	COTTONWOOD TOTAL	**$ 8,000,000**					

PARKER
COLORADO

Request for Town Council Action

Date:	September 8, 2020
Submitted By:	Bryce Matthews, Planning Manager John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO 9.74.2 - Second Reading** **A Bill for an Ordinance to Approve the Amended and Restated Establishing Intergovernmental Agreement for the Douglas County Housing Authority, a Multi-jurisdictional Housing Authority By and Among the City of Lone Tree, the Town of Castle Rock, The Town of Parker, the City of Castle Pines and Douglas County**

Department: Community Development, Bryce Matthews

EXECUTIVE SUMMARY

In 2003, the Town entered into an Intergovernmental Agreement (IGA) with the City of Lone Tree, Town of Castle Rock and Douglas County to create a multi-jurisdictional housing authority referred to as the Douglas County Housing Authority (the Authority). The City of Castle Pines is not an original member because it was incorporated in 2007 after the creation of the Authority. In 2019, Castle Pines requested membership in the Authority.

The proposed IGA amendment would add the City of Castle Pines as a member of the Douglas County Housing Authority. It also includes several updates to the IGA that address obsolete or outdated sections including those related to the Authority's bylaws.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town originally entered into an Intergovernmental Agreement (IGA) with the City of Lone Tree, Town of Castle Rock and Douglas County to create the Douglas County Housing Authority to address workforce housing needs in Douglas County.

The purpose of the Authority is to advance the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing and programs to provide workforce housing opportunities in Douglas County.

The IGA sets forth terms for:

1. Board Membership and the Board of Directors - The Town has and will retain two (2) voting director positions on the Board;
2. Revenues and Contributions - There is no change in the agreed upon member contributions;
3. Powers, Functions and Services of the Authority - There is no significant change in the powers and services of the Authority; and,
4. Other Articles - Language that is considered good practice and/or required by law for these types of IGA's.

The proposed IGA amendment adds the City of Castle Pines as a member of the Douglas County Housing Authority. Castle Pines will have two (2) voting directors and will contribute $35,000 annually subject to budget appropriations. This is the same amount contributed annually by the other municipal members of the Authority including the Town.

FINANCIAL IMPACT

No change

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ENHANCE ECONOMIC VITALITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 9.74.2

RECOMMENDED MOTION

I move to approve Ordinance No. 9.74.2 on second reading.

ORDINANCE NO. <u>9.74.2</u>, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE AMENDED AND RESTATED ESTABLISHING INTERGOVERNMENTAL AGREEMENT FOR THE DOUGLAS COUNTY HOUSING AUTHORITY, A MULTIJURISDICTIONAL HOUSING AUTHORITY BY AND AMONG THE CITY OF LONE TREE, THE TOWN OF CASTLE ROCK, THE TOWN OF PARKER, THE CITY OF CASTLE PINES AND DOUGLAS COUNTY

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

<u>Section 1</u>. The Town Council of the Town of Parker hereby approves the Amended and Restated Intergovernmental Agreement for the Douglas County Housing Authority, a Multijurisdictional Housing Authority, by and among the City of Lone Tree, the Town of Castle Rock, the Town of Parker, the City of Castle Pines and Douglas County, 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.

<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 __________, 2020.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2020.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

EXHIBIT 1

AMENDED AND RESTATED ESTABLISHING INTERGOVERNMENTAL AGREEMENT FOR THE DOUGLAS COUNTY HOUSING AUTHORITY, A MULTIJURISDICTIONAL HOUSING AUTHORITY

W I T N E S S E T H :

WHEREAS, Douglas County, Colorado has experienced rapid growth, and, consequently, the demand for attainable housing has grown to exceed the available supply; and

WHEREAS, there has been a concern expressed by the business community, public officials, and others that there is insufficient workforce housing for workers in Douglas County, Colorado, for example teachers, firefighters, retail, and daycare workers; and

WHEREAS, the majority of counties and many cities within Colorado have addressed such housing issues through the creation of housing authorities, whose purpose it is to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs; and

WHEREAS, Colorado Revised Statute ("C.R.S.") 29-1-204.5, as amended (the "Act"), provides for the establishment of a separate governmental entity to be known as a multijurisdictional housing authority; and

WHEREAS, the City of Lone Tree, the Town of Castle Rock, the Town of Parker, and Douglas County, Colorado (collectively, the "Original Members") previously entered into the Establishing Intergovernmental Agreement for the Douglas County Multijurisdictional Housing Authority (the "Original IGA"), by and among the Original Members, recorded in Douglas County, Colorado on April 2, 2003 at reception number 20030437554, establishing the Douglas County Housing Partnership, a Multijurisdictional Housing Authority (the "Authority") pursuant to the Act, amended by the First Amendment to Establishing Intergovernmental Agreement for the Douglas County Multijurisdictional Housing Authority (the "Amendment to IGA," together with the Original IGA, the "IGA"), by and among the Original Members, recorded in Douglas County, Colorado on December 17, 2013 at reception number 2013096700; and

WHEREAS, the Original Members desire to amend and restate the IGA to add the City of Castle Pines, Colorado and other changes thereto (this "Agreement");

NOW THEREFORE, the undersigned local government members, the City of Lone Tree, the Town of Castle Rock, the Town of Parker, the City of Castle Pines and Douglas County, Colorado (including any future members of the Authority, the "Members" and each a "Member"), pursuant to the Act, hereby agree as follows:

ARTICLE I

AGREEMENT

The undersigned Members hereby agree to join the Authority as local government members pursuant to this Agreement.

ARTICLE II

NAME

The name of the entity hereby established shall be the "Douglas County Housing Partnership, a Multijurisdictional Housing Authority" (the "Authority").

ARTICLE III

PURPOSE

It is the purpose of the Authority to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan in order to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income, to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority; and any other purpose permitted by law.

ARTICLE IV

BOUNDARIES

The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that comprise the Authority, unless said boundaries are modified by the Authority.

ARTICLE V

ESTABLISHMENT AND ORGANIZATION OF GOVERNANCE

Section 5.01. Governance. The Authority shall be governed by the Board of Directors of the Authority (the "Board"). All power is vested in the Board.

Section 5.02. Board Memberships.

(a) ***Selection of Directors.*** The Board shall initially be comprised of ten directors (including any future directors, each a "Director" and together, the "Directors"). The governing body of each Member of the Authority (the "Member Jurisdiction") shall appoint two Directors to the Board, each Director of whom shall be an elected official of the Member or other designated representative. Two persons shall equally represent each Member Jurisdiction. If new members join the Authority in the future, they shall be represented on the Board by two persons for each Member Jurisdiction, and if a Member withdraws from the Authority, then said jurisdiction will lose its representation, such that the total number of Directors shall correspondingly increase or decrease upon the addition or deletion of Members. Each Member Jurisdiction shall be responsible for identifying its Director(s) to the Board and deciding if it shall be an elected official or designated representative.

(b) ***Selection of Alternate Directors.*** Each Member Jurisdiction may designate in writing two alternate directors (each an "Alternate Director" and together, the "Alternate Directors") that will be allowed to vote by proxy in the event a Director appointed from the same Member is unable to attend a meeting. An Alternate Director may only sit as a voting member of the Board when a Director from the same Member is absent, and such absent Director may, but is not required to, designate in writing, including electronic communication, the Alternate Director as their proxy for such meeting. In the absence of direction from the absent Director, the Chair of the Board may select an Alternate Director from the same Member as the absent Director as the proxy for the absent Director. At all other times, Alternate Directors may sit on the Board but only as non-voting Alternate Directors.

(c) ***Term of Office, Compensation and Filling Vacancies***. The following criteria apply to each Director:

(i) Directors shall serve for a maximum of three, two-year terms.

(ii) Directors may not receive compensation for performing their Board duties. Directors, however, may be reimbursed for documented, actual and reasonable expenses incurred in connection with performing their duties.

(iii) Vacancies on the Board shall be filled by the Member Jurisdiction from which the vacancy arises.

(d) ***Quorum***. A quorum for the transaction of business at any meeting or adjourned meeting of the Board will consist of a majority of the Directors then in office and at least one representative from each Member. Action may be taken only if a quorum has been maintained. In the absence of a quorum, a majority of the Directors present may adjourn or recess the meeting from time to time until a quorum can be reached. Directors may participate in meetings electronically or telephonically by conference call and such participation shall count for purposes of establishing and maintaining a quorum so long as such participation meets the requirements of the Colorado Open Meetings Law, Article 6, Title 24, Part 4, C.R.S, as amended.

(e) ***Voting***. The Board shall have the sole voting power on all matters relating to the Authority. Each Director shall have one vote. Except as otherwise required herein, the Bylaws of the Authority or as otherwise determined by the Board, any matter submitted to a meeting of the Board will be resolved by a majority of the vote of the Directors present. Proxy voting shall be allowed by Alternate Directors as provided in

Section 5.02(b) above. No other proxy voting shall be permitted. In case of an equality of votes, the Chair will have a second or deciding vote.

(f) ***Duties of the Board***. It shall be the duty of the Board to govern the affairs of the Authority and to establish policies of the Authority; to comply with Parts 1, 5, and 6 of Title 29, Article 1 of the C.R.S, as amended; to exercise with due diligence and prudence the purpose and powers set forth herein; and to exercise any other duties established in the Bylaws of the Authority or a resolution of the Board.

(g) ***Officers***. The Board shall be comprised of at least four officers and any other officer appointed or elected by the Board, namely the Chair, Vice-Chair, Secretary, and Treasurer.

(i) The Chair shall be the principal elected officer of the Authority and shall preside at all meetings of the Board and fulfill any other duties as may be established by the Board.

(ii) The Vice-Chair shall serve as Chair in the event the Chair is absent or unable to fulfill the duties of the Chair and fulfill any other duties as may be established by the Board.

(iii) The Secretary will oversee, or cause to be overseen, that the Authority takes and keeps the minutes of meetings of the Board and any committee and fulfill any other duties as may be established by the Board.

(iv) The Treasurer will oversee, or cause to be overseen, that the Authority keeps full and accurate accounts of receipts and disbursements in books belonging to the Authority and fulfill any other duties as may be established by the Board.

The Board shall elect these officers by a two-thirds (2/3) vote of the Directors present at a meeting at which a quorum has been formed.

(h) ***New Members***. New Member local governments must be admitted by a vote of a majority of the Directors present at a meeting at which a quorum is formed and subject to approval by the Member Jurisdiction seeking membership. The Board may establish criteria for new Members, including fees for joining the Authority. New Members shall be granted the same number of Directors on the Board as described above in Section 5.02(a).

ARTICLE VI

REVENUES

(a) Initially revenues received by the Members will be determined as follows: The Authority's primary source of revenue will be the general funds of the Members. The budget of the Authority from the Members is proposed to be two hundred thousand dollars ($200,000.00) per year (the "Total Annual Budget"). The Board may amend the budgeted amount in order to account for operational and programmatic changes in any given year. The funding shall be provided as follows:

Member	**Total Annual Budget**
Douglas County Government	$60,000
Town of Castle Rock	$35,000
Town of Parker	$35,000
City of Lone Tree	$35,000
City of Castle Pines	$35,000
Total Annual Budget	**$200,000**

(b) Funding from each Member shall be subject to annual availability and appropriation by each Member Jurisdiction. In the event that additional Members join the Authority, said new Member shall pay an equal percentage of the Total Annual Budget as the other municipalities, and the percentage provided by the remaining Members shall be reduced proportionally, such that the municipalities pay 70.0% of the Total Annual Budget and 100% of the Total Annual Budget is maintained.

(c) The funding amount and allocation contained in this Article VI may be changed at any time without a written amendment to this Agreement through resolution adopted by an affirmative vote of the majority of the Directors present at a meeting at which a quorum is formed and subject to approval by each Member Jurisdiction.

ARTICLE VII

POWERS AND FUNCTIONS OR SERVICES

Section 7.01. Powers. The general powers of the Authority include the following (the use of any power and responsibility listed below shall be at the discretion of the Board):

(a) to plan, finance, acquire, construct, reconstruct or repair, maintain, manage and operate projects and programs pursuant to a multijurisdictional plan within the means of families of low or moderate income;

(b) to plan, finance, acquire, construct, reconstruct or repair, maintain, manage and operate affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority;

(c) to make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations also involved in providing such housing projects or programs or the financing for such housing projects or programs, irrespective of whether such agencies are parties to this Agreement establishing the Authority;

(d) to employ agents and employees;

(e) to cooperate with state and federal governments in all respects concerning the financing of housing projects and programs;

(f) to acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;

(g) to condemn property for public use, if such property is not owned by any governmental entity or any public utility and devoted to public use pursuant to state authority; provided, however, that the use of condemnation by the Authority shall occur only with the concurrence of the Member Jurisdiction in which the property for condemnation is located;

(h) levy, in all of the area within the boundaries of the Authority, a sales or use tax, or both, according to State law; provided, however, that the use of taxing authority by the Authority shall occur only with the concurrence of all of the Member Jurisdictions prior to submission for voter approval;

(i) levy, in all the area within the boundaries of the Authority, an ad valorem tax, according to State law; provided, however, that the use of taxing authority by the Authority shall occur only with the concurrence of all of the Member Jurisdictions prior to submission for voter approval;

(j) to incur debts, liabilities or obligations;

(k) to sue and be sued in its own name;

(l) to have and use a corporate seal;

(m) to fix, maintain and revise fees, rents, security deposits, and charges for functions, services or facilities provided by the Authority;

(n) to adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purposes;

(o) to exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;

(p) to do and perform any acts and things authorized by the Act under, through, or by means of an agent or by contracts with any person, firm or corporation;

(q) to issue revenue or general obligation bonds according to State law and may pledge its revenues and revenue raising powers for the payment of such bonds;

(r) no action by the Authority to establish or increase any tax or development impact fee shall take effect unless first submitted to a vote of the registered electors of the authority in which the tax or development impact fee is proposed to be collected; provided, however, that the use of taxing authority or the imposition of development impact fees by the Authority shall occur only with the concurrence of all of the participating local government jurisdictions prior to submission for voter approval;

(s) to establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation, or any combination of the foregoing, of housing projects or programs authorized by this section on the same terms as and subject to the same conditions provided in C.R.S. 43-4-605;

(t) to issue conduit revenue bonds and enter into financing agreements, as defined in C.R.S. 29-3-103, with others for the purpose of providing revenues to pay the bonds issued to provide residential facilities within the means of families of low or moderate income (the "Projects"); to lease, sell, or otherwise dispose of any or all of its Projects to others for such revenues and upon such terms and conditions as the Authority may deem advisable; and to grant options to renew any lease or other agreement with respect to a Project and to grant options to buy any Project at such price as the Authority deems desirable; and

(u) to act as an issuing authority, as defined in C.R.S. 24-32-1703, for the purpose of being an assignee or delegate of private activity bond volume cap allocation under the Private Activity Bond Ceiling Allocation Act C.R.S. 24-32-1701, et seq., and take all such actions as are necessary in connection with the management and preservation of any private activity bond volume cap allocations assigned or delegated to the Authority, including the execution of any Internal Revenue Service ("IRS") form without further action of the Members.

Section 7.02. Functions or Services. The functions or services of the Authority will include any of the powers and responsibilities listed in Section 7.01 above. The list is not intended to suggest that all the functions or services should be a part of the work program for the Authority. The type and number of functions will depend upon the direction of the Board, and the capacity of the Authority to engage in particular areas of work.

Section 7.03. Coordination of Fees and Application Processing. The Board may make recommendations for Members and other political subdivisions within the County to establish certain incentives for the development of affordable housing projects that qualify under criteria established by the Board under this Agreement. These incentives may be reviewed annually by the Board and may include, but are not limited to, reductions in applicable fees, expedited approval and permitting, and alternative development regulations. The Members may choose to, and may encourage other political subdivisions within the County to, implement the incentives recommended by the Board.

ARTICLE VIII

STATUS AS POLITICAL SUBDIVISION

The Authority shall be a political subdivision and a public corporation of the State, separate from the parties to this Agreement, and shall be a validly created and existing political subdivision and public corporation of the State, irrespective of whether a contracting Member government withdraws (whether voluntarily, by operation of law, or otherwise) from the Authority subsequent to its creation under circumstances not resulting in the rescission or termination of this Agreement establishing the Authority pursuant to its terms. The Authority has the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate. The Authority may deposit and invest its moneys in the manner provided in Article 4, Title 43, Part 6, C.R.S., as amended.

ARTICLE IX

OBLIGATIONS OF AUTHORITY

The bonds, notes, and other obligations of such Authority shall not be the debts, liabilities or obligations of the contracting Member governments.

ARTICLE X

INSURANCE

The Authority shall procure and maintain all insurance as required by State law.

ARTICLE XI

PROVISIONS

Section 11.01. Term. This Agreement shall continue in full force and effect until terminated in accordance with the provisions of Section 11.03, below.

Section 11.02. Amendment. This Agreement may be modified or amended only by action of all Member Jurisdictions.

Section 11.03. Termination. This Agreement may be rescinded or terminated by action of all Member Jurisdictions; provided, however, this Agreement may not be rescinded or terminated so long as the Authority has bonds, notes, or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations. In the event of the rescission or termination of this Agreement and the dissolution of the Authority, all right, title, and interest of the Authority in General Assets (as hereinafter defined) of the Authority shall be conveyed to a governmental entity, nonprofit entity or the Members as determined by the Board, subject to any outstanding liens, mortgages, or other pledges of such General Assets. The term "General Assets" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

Section 11.04. Withdrawal. Any Member may withdraw from the Authority as of the end of any calendar year by giving written notice to the Authority at least ninety (90) days prior to the end of such calendar year; provided that such withdrawing Member shall pay all of its obligations hereunder to the effective date of its withdrawal.

Section 11.05. Funding Appropriated. Notwithstanding any other term or condition of this Agreement, it is expressly understood and agreed that the obligation of any party for all or any part of the payment obligations herein, whether direct or contingent, shall only extend to payment of moneys duly and lawfully appropriated for the purpose of this Agreement by each party's respective governing body. Each party hereby represents to the other that all moneys necessary to pay that party's obligations set out herein for the project as of the date of execution of this Agreement have been legally appropriated for the purpose of this Agreement.

Section 11.06. Applicable Law. This Agreement shall be interpreted pursuant to the laws of the State. The parties agree to comply with all applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this Agreement is executed.

Section 11.07. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the parties hereunder.

Section 11.08. Venue. Venue for any litigation arising out of any dispute hereunder shall be in the Douglas County District Court, State of Colorado.

Section 11.09. Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

Section 11.10. No Waiver of Governmental Immunity Act. The parties hereto understand and agree that all parties, their commissioners, mayors, city councils, town councils, 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, Section 24-10-101 to 120, C.R.S., as amended, or otherwise available to that party.

Section 11.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

Section 11.12.Entire Agreement. This Agreement constitutes the entire Agreement of the parties hereto. The parties agree there have been no representations made other than those contained herein; that this Agreement constitutes their entire Agreement; and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

THEREFORE, IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, COLORADO

By: ___________________________________
Roger A. Partridge, Chair

[S E A L]

ATTEST:

____
Kris Randlett, Clerk to the Board

APPROVED AS TO CONTENT:

____
Douglas J. DeBord, County Manager

APPROVED AS TO CONTENT:

____
Steven E. Koster, Assistant Director of Planning Services

APPROVED AS TO FORM:

____
Carmen N. Jackson Brown, Sr. Assistant

APPROVED AS TO FISCAL CONTENT:

____
Andrew Copland, Director of Finance

CITY OF LONE TREE

By ___________________________________
Jacqueline A. Millet, Mayor

Attest:

____
Jay Robb, City Clerk

TOWN OF CASTLE ROCK, COLORADO, as Assignor

By ___________________________________
Its: Mayor Jason Gray

[SEAL]

ATTEST:

____
Its: Town Clerk Lisa Anderson

Approved as to form:

____
Michael J. Hyman, Town Attorney

TOWN OF PARKER, COLORADO

By ___________________________________
Mike Waid, Mayor

[SEAL]

ATTEST:

____
Carol Baumgartner, Town Clerk

Approved as to form:

____
Town Attorney's Office

CITY OF CASTLE PINES

By ________________________________
Tera Radloff, Mayor

Attest:

____
Tobi Basile, City Clerk