

# **TOWN OF PARKER COUNCIL AGENDA**

## **October 19, 2020**

### **Notes:**

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

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

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

**Town Administrator Emergency Order No. 2-2020:** 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.

**Town Administrator Emergency Order No. 4-2020:** 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](http://www.ParkerOnline.org/VirtualTownCouncilMeetings).

**Town Administrator Emergency Order No. 8-2020:** 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.

**Virtual Public Participation by Zoom Webinar:** 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](http://www.parkeronline.org/calendar).

**Public Viewing Only - Facebook Live:** Town Council meetings may be viewed through Facebook Live from the Town of Parker website: [www.facebook.com/townofparkerco](https://www.facebook.com/townofparkerco).

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

### **1. TOWN COUNCIL MEETING SCHEDULE**

- A. 5:30 P.M. – Call to Order Town Council Meeting and Roll Call**
- B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
- C. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**

### **2. SPECIAL PRESENTATIONS**

- Citizens Offering Parker Police Support (COPPS) Recognition**

### **3. 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.***

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

5. **CONSENT AGENDA**

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

A. *APPROVAL OF MINUTES - October 5, 2020*

B. *ORDINANCE NO. 4.53.8 - First Reading*

*A Bill for an Ordinance to Amend Subsection 10.09.010(a) of the Parker Municipal Code Concerning the Roadway Design and Construction Criteria Manual*

*Department: Engineering/Public Works, Alex Mestdagh*

*Second Reading: November 2, 2020*

C. *ORDINANCE NO. 9.280.1 - First Reading*

*A Bill for an Ordinance to Approve the Third Replacement Intergovernmental Dispatch Services Agreement By and Between the Town of Parker and the City of Lone Tree*

*Department: Police Department, Jim Tsurapas  
Town Attorney, Jamie Wynn*

*Second Reading: November 2, 2020*

D. *ORDINANCE NO. 5.02.7 - First Reading*

*A Bill for an Ordinance to Amend Section 3.01.080 of the Parker Municipal Code Concerning Trials*

*Department: Town Attorney, Jamie Wynn*

*Second Reading: November 2, 2020*

E. *ORDINANCE NO. 5.72.1 - First Reading*

*A Bill for an Ordinance to Amend Section 8.08.060 of the Parker Municipal Code Concerning Display, Consumption or Use of Marijuana in Public Places*

*Department: Town Attorney, Jamie Wynn*

*Second Reading: November 2, 2020*

*Reading:*

F. *RESOLUTION NO. 20-055*

*A Resolution to Allow a Partial Waiver of Section 13.01.140(b) of the Parker Municipal Code to Extend the Expiration Date of the Use by Special Review for Parker Homestead Filing No. 1, First Amendment, Tract A (Back 40 Gun and Archery)*

*Department: Community Development, Bryce Matthews*

- G. **RESOLUTION NO. 20-056**  
*A Resolution to Allow a Partial Waiver of Section 13.01.140(b) of the Parker Municipal Code to Extend the Expiration Date of the Site Plan for Lot 31B-2, Block 1, Twenty Mile Village Filing No. 2, 13th Amendment*  
Department: Community Development, Bryce Matthews

6. **TOWN ADMINISTRATOR**

- **Fall 2020 TA Report**

7. **ORDINANCES**

- A. **ORDINANCE NO. 3.321.3 - Second Reading**  
**A Bill for an Ordinance to Amend Section 13.02.010 and Subsection 13.07.140(c) of the Parker Municipal Code Concerning Dedications for Parks, Trails, Open Space and Schools**  
Department: Community Development, Mary Munkata  
Community Development, Stacey Nerger  
Parks and Recreation, Dennis Trapp
- B. **ORDINANCE NO. 9.318.1 - Second Reading**  
**A Bill for an Ordinance to Repeal Ordinance No. 9.318, Series of 2020, "A Bill for an Ordinance to Approve 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"**  
Department: Town Attorney, Jamie Wynn  
Community Development, John Fussa
- C. **ORDINANCE NO. 1.546 - Second Reading**  
**A Bill for an Ordinance to Approve the Douglas County Impact Unit (IMPACT) Collaborative Investigation Unit Memorandum of Understanding Among the Douglas County Sheriff's Office, Town of Parker, City of Lone Tree and Town of Castle Rock**  
Department: Police, Jim Prior  
Town Attorney, Jamie Wynn
- D. **ORDINANCE NO 9.324 - Second Reading**  
**A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Colorado Department of Revenue Concerning Sales and Use Tax Software**  
Department: Finance, Linda Quade

- E. ORDINANCE NO. 8.31 - Second Reading**  
**A Bill for an Ordinance to Amend Chapter 4.03 of the Parker Municipal Code to Define Economic Nexus and Update Methods for Collection and Remittance of Sales Tax**  
**Department: Finance, Linda Quade**

**8. MOTION**

**Appoint a Town Councilmember to Fill a Vacancy**  
**Department: Town Attorney, Kristin Hoffmann**

**9. ADJOURNMENT**

*Parker Town Council*

# **Executive Session Agenda**

October 19, 2020

“To consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).”

1. Municipal Court Judge Evaluation Process

**TOWN OF PARKER COUNCIL  
MINUTES  
OCTOBER 5, 2020**

Mayor Mike Waid called the meeting to order at 5:30 P.M. All Councilmember were present.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were four (4) item; under C.R.S. § 24-6-402(4)(f) there was one (1) item which was the Municipal Court Judge Evaluation Process; there were two (2) items under C.R.S. § 24-6-402(4)(b), the first was to receive legal advice on specific legal questions concerning Section 13.01.100 of the Parker Municipal Code – Waiver – Emergency Order No. 12-2020 – Extension of Approvals (Back 40 Gun and Archery Range); the second was to receive legal advice on specific legal questions concerning Section 13.01.100 of the Parker Municipal Code – Waiver – Emergency Order No. 12-2020 – Extension of Approvals (Retail/Office Building Lot 31B-2, Block 1, Twenty Mile Village Filing No. 2, 13th Amendment); and under C.R.S. § 24-6-402(4)(e) there was one (1) item which was the Proposed First Amendment to the Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property).

**EXECUTIVE SESSION**

Joshua Rivero moved and John Diak seconded to go into Executive Session at 5:36 P.M. to hold a conference with the Town's attorney to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f); to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b); and 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).

The motion was approved unanimously.

Debbie Lewis moved and John Diak seconded to come out of Executive Session at 7:00 P.M.

The motion was approved unanimously.

Debbie Lewis moved and Jeff Toborg seconded to recess the meeting at 7:00 P.M.

The motion was approved unanimously.

Following the Executive Session, Town Council briefly discussed Section 2.9 of the Town of Parker Home Rule Charter, concerning vacancies.

**REGULAR MEETING**

Mayor Waid reconvened the Council meeting at 7:08 P.M. All Councilmembers were present.

Mayor Waid led the Pledge of Allegiance.

### **PARKER CHAMBER OF COMMERCE UPDATES**

Kara Massa provided a monthly update for the Chamber. They have started a new program for area businesses that are struggling and need help paying their membership dues which is called *Parker Pays It Forward*, and is now live online.

### **DOWNTOWN BUSINESS ALLIANCE UPDATES**

Kristopher Schnell provided a monthly update.

### **PUBLIC COMMENTS**

There was one written comment that will be attached to the approved minutes.

### **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

Each Councilmember provided an update of meetings they each attended since the last meeting.

### **CONSENT AGENDA**

- A. *APPROVAL OF MINUTES - September 21, 2020*
- B. *Parker and Pine Minor Development Filing 1, First Amendment to Subdivision Agreement*  
     *Department:           Engineering and Public Works, Tyler Sandt*
- C. *ORDINANCE NO. 3.321.3 - First Reading*  
*A Bill for an Ordinance to Amend Section 13.02.010 and Subsection 13.07.140(c) of the Parker Municipal Code Concerning Dedications for Parks, Trails, Open Space and Schools*  
     *Department:           Community Development, Mary Munekata*  
                                 *Community Development, Stacey Nerger*  
                                 *Parks and Recreation, Dennis Trapp*  
     *Second Reading:   October 19, 2020*
- D. *ORDINANCE NO. 9.318.1*  
*A Bill for an Ordinance to Repeal Ordinance No. 9.318, Series of 2020, "A Bill for an Ordinance to Approve 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"*  
     *Department:           Town Attorney, Jamie Wynn*  
                                 *Community Development, John Fussa*  
     *Second Reading:   October 19, 2020*

- E. *ORDINANCE NO. 1.546 - First Reading*  
*A Bill for an Ordinance to Approve the Douglas County Impact Unit (IMPACT) Collaborative Investigation Unit Memorandum of Understanding Among the Douglas County Sheriff's Office, Town of Parker, City of Lone Tree and Town of Castle Rock*  
Department: Police, Jim Prior  
Town Attorney, Jamie Wynn  
Second Reading: October 19, 2020
- F. *ORDINANCE NO. 9.324 - First Reading*  
*A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Colorado Department of Revenue Concerning Sales and Use Tax Software*  
Department: Finance, Linda Quade  
Second Reading: October 19, 2020
- G. *ORDINANCE NO. 8.31 - First Reading*  
*A Bill for an Ordinance to Amend Chapter 4.03 of the Parker Municipal Code to Define Economic Nexus and Update Methods for Collection and Remittance of Sales Tax*  
Department: Finance, Linda Quade  
Second Reading: October 19, 2020
- H. *RESOLUTION NO. 20-051*  
*A Resolution Approving the Grant Application for 2021 Department of Local Affairs Peace Officers Mental Health Support Grant*  
Department: Police, Amanda Hollander  
Town Attorney, Jamie Wynn
- I. *CONTRACTS ABOVE \$100,000*  
*2020 Townwide Concrete Replacement Program (CIP20-003) Contract Modification*  
Amount: \$100,000  
Contractor: Stone & Concrete, Inc  
Department: Engineering/Public Works, Danny Smith

Joshua River moved to approve Consent Agenda items 6A-6I.

Debbie Lewis seconded the motion.

The motion was approved unanimously.



**PUBLIC HEARINGS****A. RESOLUTION NO. 20-043****A Resolution to Adopt the Chambers and Hess Roads Subarea Plan as a Part of the 2035 Master Plan****Department: Community Development, Carolyn Washee-Freeland****7:18 P.M.**

The Plan will support the implementation of the Parker 2035 Master Plan vision for a mixed-use Community Center centered at the intersection of Chambers and Hess Roads in the southwest section of Town. The Plan establishes a coordinated land use-transportation framework to guide future development with the goal of achieving a balance of land uses to several exiting residents, future neighborhoods and the shopping needs of the southern section of Town accessible through multi-modal connections for future commercial development that balances uses, multi-modal access, open space connections and market conditions at this future growth area.

The Plan study area consists of a total of 125 acres of undeveloped land located at the intersection of Chambers and Hess Roads. The study area is comprised of five (5) existing Planned Development (PD) planning areas zoned for future commercial and mixed-use development. The Plan addresses three (3) commercial planning areas and one (1) mixed-use planning area located within the Anthology North PD as well as one (1) commercial planning area in the Douglas 234 PD located at the northeast corner of the intersection.

**Public Comments:**

The following individuals were against the Plan:

Laura Mason, 12124 S. Swift Fox Way (written comments).

Ian Elfner, 15705 Indian Circle (participated by Zoom).

The Public Hearing was closed at 7:39 P.M.

Joshua Rivero moved to approve Resolution No. 20-043.

John Diak seconded the motion.

The motion was approved unanimously.

**B. ORDINANCE NO. 1.539.3 - Second Reading****A Bill for an Ordinance to Adopt the 2020 Revised Budget for the Town of Parker and to Make Appropriations for the Same****Department: Finance, Rhonda Willey****7:46 P.M.**

This ordinance will increase the Town's Public Improvement Fund's revenue by \$12,860,000 to

account for the transfer of funds from Parker Authority for Reinvestment (PAR) from the loan agreement from Chase Bank which closed on September 4, 2020.

In coordination with PAR, the Town of Parker developed a capital projects list for the Parker Central Area, which could be funded through the urban renewal area. The process in which the project list was developed included reviewing the Town's capital list and identifying projects within the urban renewal boundaries, and then PAR evaluated the projects based on eliminating or reducing blight.

The capital project list was finalized in June 2020. The project list includes eight (8) projects, totaling \$12,750,000. To fund these projects, PAR entered into a loan agreement with Chase Bank which was approved by the PAR Board by PAR Resolution 2020-03 on August 17, 2020. The loan closed on September 4, 2020. The projects would need to be substantially complete within 3 years.

The funds from the loan will be transferred to the Town of Parker in the Public Improvements Fund. This budget amendment will increase the revenue. The projects are part of the 2021 capital budget.

As part of this action, PAR will reimburse the Town \$900,000 from the outstanding interfund loan. This will pay the Parker Central Area's portion of the loan from 2014.

**Public Comments:**

Brandi Wilks, 17402 E. Neu Town Parkway, asked what the money would go for?

The Public Hearing was closed at 7:49 p.m.

The Mayor responded to Ms. Wilks' questions by stating there would be no increase in taxes and that the money will go to fund several capital projects in Parker.

Cheryl Poage added that she was not in support of this item as the Town needs to fund projects that are fully planned and ready to be developed.

Joshua Rivero moved to approve Ordinance No. 1.539.3 on second reading.

Debbie Lewis seconded the motion.

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

**C. BOWEY PROPERTY - Annexation and Zoning *(to be continued to November 2, 2020)***

**Department: Community Development, BrieAnna Simon**

Cheryl Poage moved to continue the Bowey Property item to a date certain of November 2, 2020.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

**1. RESOLUTION NO. 20-052**

**A Resolution to Establish the Town Council's Findings of Fact and Conclusions Thereon Concerning the Bowey Property Annexation**

**Department: Community Development, BrieAnna Simon**

**2. ORDINANCE NO. 2.274 - Second Reading**

**A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Bowey Property**

**3. ORDINANCE NO. 3.356 - Second Reading**

**A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Bowey Property to A-Agricultural District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith**

**D. BELFORD NORTH METROPOLITAN DISTRICT**

**Department: Town Attorney, Kristin Hoffmann**

**7:55 P.M.**

This resolution approves the First Amended and Restated Service Plan for Belford North Metropolitan District. The ordinance approves the First Amended and Restated Intergovernmental Agreement between the Town and the Belford North Metropolitan District.

In March 2018, the Town Council approved the original service plan for Belford North Metropolitan District, which now serves as the commercial district for the Belford project. Belford South Metropolitan District serves as the residential district.

The plan and intergovernmental agreement are submitted and processed under the recently approved metropolitan district policies. The analysis is attached to the staff report for Belford North Metropolitan District and the Belford South Metropolitan District's proposed amended and restated service plans and intergovernmental agreements.

Attorney Hoffmann reviewed the analysis memorandum.

Attorney Tom George, with Spencer Fane, attorney for the districts, 1700 Lincoln St., Suite 2000, Denver, CO, presented and described the project to Council. He provided a comparison of the current and amended service plans.

Lawrence Jacobson, 4100 Mississippi Ave., #500, Denver, CO, representing Front Range Communities was present and available for questions.

Cheryl Poage clarified that there will be no residential in the Belford North area. They will be two separate districts.

**Public Comments:**

Brandi Wilks, 17402 E. Neu Town Parkway, asked if the north area was only commercial?

The Public Hearing was closed at 8:13 p.m.

The Mayor responded to Ms. Wilks' question by reiterating that Belford North is commercial and there is no residential within its boundaries.

**1. RESOLUTION NO. 20-049**

**A Resolution to Approve the First Amended and Restated Service Plan for Belford North Metropolitan District**

Joshua Rivero moved to approve Resolution No. 20-049, subject to Ordinance No. 9.303.1 being approved.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

**2. ORDINANCE NO. 9.303.1 - Second Reading**

**A Bill for an Ordinance Approving a First Amended and Restated Intergovernmental Agreement Between the Town of Parker, Colorado, and the Belford North Metropolitan District**

Joshua Rivero moved to approve Ordinance No. 9.303.1 on second reading.

Debbie Lewis seconded the motion.

A roll call vote was taken due to technical difficulties:

Joshua Rivero - yes

Cheryl Poage - no

Jeff Toborg - yes

John Diak - yes

Debbie Lewis - yes

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

**E. BELFORD SOUTH METROPOLITAN DISTRICT**

**Department: Town Attorney, Kristin Hoffmann**

**8:17 P.M.**

Councilmember Poage explained her conflict of interest before leaving the meeting. She stated she is opposed to 77 mills for residential properties for 40 years.

The Mayor asked Attorney Maloney to clarify why Councilmember Poage's conflict of interest was declared.

Jim Maloney stated that Town Council disqualified Councilmember Poage concerning prejudgment statement associated with future residential metropolitan districts. The words used were that residential districts allowed for taxation without representation and she could no longer approve any residential district in the future.

The Mayor summarized that Council did not declare a conflict of interest on this exact issue and making her leave for this vote; it was any residential metropolitan district because of a prejudgment.

Joshua Rivero stated he made the original motion. He continued by stating that this is a constitutional item; this goes against the fifth and fourteenth amendments. This is a prejudgment. He added that Council sits in this realm as a quasi-judicial body and it is important that Council sits as judges up here and that is why the original motion was made.

Cheryl Poage left the meeting at 8:19 P.M.

The resolution approves the Second Amended and Restated Service Plan for Belford South Metropolitan District. The ordinance approves the Second Amended and Restated Intergovernmental Agreement between the Town and the Belford South Metropolitan District.

In March 2016, the Town Council approved the original service plan for Belford South Metropolitan District. The service plan was amended and restated and approved by Town Council in March 2018. Belford South Metropolitan District now serves as the residential district for the Belford project. Belford North Metropolitan District serves as the commercial district.

Belford South Metropolitan District has submitted an application to amend and restate its service plan. The plan and intergovernmental agreement are submitted and processed under the recently approved metropolitan district policies. The analysis is attached to the staff report for Belford North Metropolitan District and the Belford South Metropolitan District's proposed amended and restated service plans and intergovernmental agreements.

Attorney Tom George, with Spencer Fane, attorney for the districts, 1700 Lincoln St., Suite 2000, Denver, CO, presented and described the project to Council. He provided a comparison of the current and amended service plans.

Lawrence Jacobson, 4100 Mississippi Ave., #500, Denver, CO, representing Front Range Communities was present and available for questions.

**Public Comments:**

Brandi Wilks, 17402 E. Neu Town Parkway, asked about the Master Plan.

The Public Hearing was closed at 8:32 P.M.

Bryce Matthews responded to Ms. Wilks' question regarding the Master Plan. He noted that the

E-470 Corridor does align with the Master Plan. He asked that Ms. Wilks contact him regarding her questions about the Master Plan.

Attorney Hoffmann stated this item is not about zoning, but rather about the approval of the service plan and intergovernmental agreement.

**1. RESOLUTION NO. 20-050**

**A Resolution to Approve the Second Amended and Restated Service Plan for Belford South Metropolitan District**

John Diak moved to approve Resolution No. 20-050, subject to approval of Ordinance No. 9.304.1.

Joshua Rivero seconded the motion.

The motion was passes 4-0.

**2. ORDINANCE NO. 9.304.1 - Second Reading**

**A Bill for an Ordinance Approving a Second Amended and Restated Intergovernmental Agreement Between the Town of Parker, Colorado, and the Belford South Metropolitan District**

John Diak moved to approve Ordinance No. 9.304.1 on second reading.

Debbie Lewis seconded the motion.

The motion passed 4-0.

**ORDINANCES**

**A. ORDINANCE NO. 5.75.3 - Second Reading**

**A Bill for an Ordinance to Amend Section 6.02.040 of the Parker Municipal Code Concerning Exceptions to Tobacco Smoking Restrictions**

**Department:      Town Attorney, Kristin Hoffmann**

**8:36 P.M.**

**Cheryl Poage returned to the meeting at 8:36 P.M.**

This ordinance amends Section 6.02.040 to comply with HB 20-1001, which raised the minimum age of a person to whom tobacco products may be sold from eighteen years of age to twenty-one years of age.

**Public Comments:** None.

A question was asked as to how we can restrict someone from entering a business that sell tobacco products.

Attorney Hoffmann asked for time to get the definition of a retail tobacco establishment at 8:42 P.M.

Attorney Hoffman returned to the meeting at 8:56 P.M.

Attorney Hoffmann provided the definition of a Retail Tobacco Business from the statutes which is a place of business that sells solely tobacco products and smoking devices. Proper signage needs to be displayed at these types of businesses.

At the advice of the Town Attorney, the Mayor reopened the meeting for public comments at 8:57 P.M.

**Public Comments:**

Laura Hefta, 18236 Shadberry Lane, asked about enforcement and the fine for violations.

Public Comment was closed again at 8:59 P.M.

Town Attorney Maloney stated the fine could be no greater than \$499.00.

Joshua Rivero moved to approved Ordinance No. 5.75.3 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

**B. ORDINANCE NO. 9.323 - Second Reading**

**A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Colorado Department of Transportation and the Town of Parker Concerning Project: MTF 083A-144 (23970), Parker Road Trail: 20 Mile to Hess Road Funding for the Construction of the Parker Road Sidewalks Project (Twenty Mile Road to Hess Road)**

**Department: Engineering and Public Works, Tom Gill  
Engineering and Public Works, Chris Hudson**

**8:42 P.M.**

This item was moved up so that Attorney Hoffmann could obtain information for Ordinance No. 5.75.3.

Ordinance No. 9.323 is to approve an intergovernmental agreement (IGA) with the Colorado Department of Transportation (CDOT) to receive state multi-modal funding for the construction of a trail/sidewalk on the west side of Parker Road from the Hilltop Road/Twenty-Mile Road intersection to the Hess Road intersection.

The Town of Parker is proposing to construct a trail/sidewalk on the west side of Parker Road from the Hilltop Road/Twenty-Mile Road intersection to the Hess Road intersection in 2021.

Although some portions of this trail/sidewalk exist along this section of Parker Road, the vast majority of Parker Road does not have an improved walkway. In addition to the sidewalk, the project will also include a spur trail to the Cherry Creek Regional Trail at McCabe Meadows.

Through the Denver Regional Council of Governments (DRCOG), the Town was approved to receive partial state multi-modal funding for construction of this trail/sidewalk. An IGA with CDOT is required to receive these funds. The proposed IGA is for direct construction funding and is a 50/50 split with 50 percent of the construction funding being reimbursed by the state up to \$1,000,000. The Town will be required to fund the remaining 50 percent of the direct construction cost. The state funding cannot be used for non-direct construction expenses like design, material testing or construction administration and the Town will be responsible for these costs. The state funding comes with considerable administration, including increased documentation and environmental clearances that must be submitted/approved with CDOT oversight.

The Town's consultant is currently working on the final design for this section of trail/sidewalk. The Town is intending to competitively bid and award the construction contract in 2021 with construction occurring during the 2021 construction season. Approximately two (2) years ago, the Town constructed a federally funded section of trail/sidewalk on the east side of Parker Road between Plaza Drive and the Sulphur Gulch Trail. That project was successfully funded and completed with a similar IGA with CDOT.

**Public Comments:**

Brandi Wilks , 17402 E. Neu Town Parkway, is in favor of the sidewalk. She asked if additional funds could be allocated for a crossover from the east side to the west side?

The Mayor closed Public Comments at 8:52 P.M.

Staff stated that there is not an allocation for a crossover as mentioned by Ms. Wilks.

John Diak moved to approve Ordinance No. 9.323 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

**C. ORDINANCE NO. 9.291.1 - Second Reading**

**A Bill for an Ordinance Approving the Amendment to Agreement Regarding Final Design and Construction of Fee-In-Lieu Drainage and Flood Control Improvements for Green Acres Tributary at Compark Village South (Agreement No. 19-06.01A, Project No. 107382) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker**

**Department: Engineering and Public Works, Michael Grabczyk  
Engineering and Public Works, Alex Mestdagh**



**9:00 P.M.**

This ordinance is to approve an amendment to an Intergovernmental Agreement (IGA) between the Town and the Mile High Flood District (MHFD) regarding improvements to Green Acres Tributary at the Compark Village South development. This amendment codifies the construction costs for these developer-funded improvements that will be constructed by MHFD at no cost to the Town.

Green Acres Tributary is a major drainageway located within the northwestern area of the Town. A portion of the drainageway is located within the proposed Compark Village South development, which is located south of E-470 and north of the Grandview Estates subdivision. In accordance with Town Code, the developer of the Compark Village South property is required to design and construct any master-planned improvements to the major drainageway.

The Mile High Flood District has agreed to construct these improvements to Green Acres Tributary as a Fee-in-Lieu Improvement (FILI) project. In a FILI arrangement, the developer funds 100 percent of the cost to design and construct the improvements, while the District manages the design and construction contracts with assistance and input from Town staff. This arrangement is attractive to the Town and District due to their increased control over the project, and is attractive to the developer because they can remove this work from the scope of improvements they will oversee.

The developer funding for the FILI improvements will be codified and collected by the Town through the Subdivision Agreement for the Compark Village South development. An IGA between the Town and District is necessary to transfer the developer funding to the District and memorialize the improvements that will be designed and constructed by the District. This IGA was originally executed in 2019 to codify the design of the FILI improvements, and with final design of the improvements now complete, is now proposed to be amended to include the construction costs.

**Public Comments:**

Laura Hefta, 18236 Shadberry Lane, asked if homeowners would have to purchase flood insurance or purchase additional flood insurance?

Public Comment was closed at 9:10 P.M.

Staff stated that the floodplain will be redefined, but no floodplain insurance or additional flood plain insurance would be required by homeowners for these improvements.

Joshua Rivero moved to approve Ordinance No. 9.29.1 on second reading.

Jeff Toborg seconded the motion.

The motion was approved unanimously.

The meeting adjourned at 9:12 P.M.

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Chris Vanderpool, Deputy Town Clerk

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Mike Waid, Mayor



## Request for Town Council Action

**Date:** October 19, 2020

**Submitted By:** Alex Mestdagh, Engineering Service Manager

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 4.53.8 - First Reading**  
**A Bill for an Ordinance to Amend Subsection 10.09.010(a) of the Parker Municipal Code Concerning the Roadway Design and Construction Criteria Manual**  
**Department: Engineering/Public Works, Alex Mestdagh**  
**Second Reading: November 2, 2020**

### EXECUTIVE SUMMARY

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This ordinance proposes a technical revision to the Town's Roadway Design and Construction Criteria Manual.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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The Town's *Roadway Design and Construction Criteria Manual* ("Manual") sets forth the Town's criteria for analysis and design of roadway facilities. The Manual was originally adopted in 1994, and has since been revised five times, most recently in May 2018. The Engineering Department has prepared a sixth technical revision to the Manual for the Town Council's consideration.

A full summary of the proposed revisions has been attached to the packet for the Council's reference. Full versions of the revised chapters and details have not been provided in the packet due to the size of the documents, but are available for viewing on eTrakit at project DCU20-001 or at the Town Clerk's Office. The majority of the proposed revisions are minor in nature, but staff would like to highlight and provide more information on the following items:

Pavement Design Criteria - the following revisions are proposed to better guide the pavement design process. These proposed changes are in line with industry standards:

- Added a minimum truck percentage to be used in accounting for traffic loading.
- Added a maximum structural coefficient that can be used for subbase materials.
- Added a minimum asphalt thickness for local and collector roadways.

Surface Asphalt Requirements - the proposed revision adds a requirement that all arterial roadways use Stone Mastic Asphalt (SMA) for the top two inches of the asphalt section. SMA is stronger, more durable grade of asphalt that is used similarly by other jurisdictions in the Denver metro area. Based on the input received from these jurisdictions, staff believes that the increased cost of SMA will be more than realized in the longevity and performance of the asphalt. While SMA costs 20-30 percent more than standard hot-mix asphalt, roadways paved with SMA have been shown to last longer before needing major maintenance work. This should decrease the frequency of costly and impactful maintenance projects on the Town's major roadways. This requirement would apply to projects constructed by both the Town and by developers.

These proposed revisions were provided in a formal referral to all applicable referral agencies. The revisions were also presented to the Development Liason Committee. No objections to these proposed revisions were raised by any reviewers.

### **FINANCIAL IMPACT**

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The proposed requirement to use SMA will cost 20-30 percent more for the surface asphalt on roadway projects. This would result in a total project cost increase of approximately five percent for a typical roadway improvement project.

The other proposed revisions will not result in any significant financial impacts.

### **STRATEGIC GOAL(S)**

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DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH



PROMOTE A SAFE AND  
HEALTHY COMMUNITY

### **ATTACHMENTS**

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1. Ordinance 4.53.8
2. Summary of 2020 RDCCM Revisions

### **RECOMMENDED MOTION**

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I move to approve Ordinance No. 4.53.8 on first reading and to schedule second reading for November 2, 2020, as part of the consent agenda.

ORDINANCE NO. 4.53.8, Series of 2020

**TITLE: A BILL FOR AN ORDINANCE TO AMEND SUBSECTION 10.09.010(a) OF THE PARKER MUNICIPAL CODE CONCERNING THE ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL**

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

**Section 1.** Subsection 10.09.010(a) of the Parker Municipal Code is amended to read as follows:

**10.09.010 Adoption of standards by reference.**

(a) The Town of Parker, Colorado, Roadway Design and Construction Criteria Manual, as revised ~~May 2018~~ **October 2020** (the "Manual"), and prepared by the Town, is hereby adopted by reference as if set forth herein.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 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

**Town of Parker**  
**Roadway Design and Construction Criteria Manual**  
**Summary of 2020 Revision and Technical Addendum**

| <b>Section Reference</b>                    | <b>Summary of Change(s)</b>                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u><b>Section 3</b></u>                     |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 3.2                                         | ✓ Revised construction plan requirements for utilities to reflect new state law regarding subsurface utility engineering, and to require that all proposed utilities be locatable.                                                                                                                                                                                                                                |
| <u><b>Section 4</b></u>                     |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 4.2.1.6                                     | ✓ Revised number of dwelling units requiring two points of access from 40 to 30 to match South Metro Fire and Rescue requirements.                                                                                                                                                                                                                                                                                |
| 4.2.2.3                                     | ✓ Added a requirement that driveways not be obstructed by storm sewer inlets.                                                                                                                                                                                                                                                                                                                                     |
| 4.2.2.4                                     | ✓ Revised minimum width for access roads to 24 feet.                                                                                                                                                                                                                                                                                                                                                              |
| <u><b>Section 6</b></u>                     |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6.2.4 and 6.2.5                             | <ul style="list-style-type: none"> <li>✓ Added minimum truck percentage to be used in asphalt pavement designs.</li> <li>✓ Added a maximum structural coefficient to be used for subbase materials in asphalt pavement designs.</li> <li>✓ Added a minimum asphalt thickness for collector and arterial roadways.</li> <li>✓ Added standard asphalt grades to be used for each roadway classification.</li> </ul> |
| 6.3                                         | ✓ Added minimum pavement sections for each classification of roadway.                                                                                                                                                                                                                                                                                                                                             |
| Table 6-3                                   | ✓ Added note stating a maximum structural coefficient for native subbase.                                                                                                                                                                                                                                                                                                                                         |
| <u><b>Section 8</b></u>                     |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 8.7.2                                       | ✓ Added requirement to submit all permit applications electronically through eTrakit.                                                                                                                                                                                                                                                                                                                             |
| 8.7.2.3                                     | ✓ Added submittal requirement to incorporate subsurface utility engineering requirements.                                                                                                                                                                                                                                                                                                                         |
| 8.7.2.6                                     | ✓ Revised to reflect new fee structure for ROW Permits.                                                                                                                                                                                                                                                                                                                                                           |
| 8.7.2.6                                     | ✓ Removed requirement for Town projects to obtain ROW Permit.                                                                                                                                                                                                                                                                                                                                                     |
| <u><b>Section 9</b></u>                     |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 9.1.1                                       | ✓ Revised text to reflect the Town's new fee structure.                                                                                                                                                                                                                                                                                                                                                           |
| 9.4.4                                       | ✓ Added requirements for asphalt grade by roadway classification, and specified gyration numbers for each grade.                                                                                                                                                                                                                                                                                                  |
| <u><b>Appendix A – Standard Details</b></u> |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Details #9-18                               | ✓ Revised curb ramp details to reflect latest best practices.                                                                                                                                                                                                                                                                                                                                                     |
| Details #19,20                              | ✓ Revised to eliminate the option to reinforce crossspans with woven wire fabric.                                                                                                                                                                                                                                                                                                                                 |
| Detail #20                                  | ✓ Increased the minimum clear width behind the driveway apron to four feet.                                                                                                                                                                                                                                                                                                                                       |
| Details #24                                 | ✓ Replaced outdated sheet 2 with a new detail providing required tree spacing from signs per design speed.                                                                                                                                                                                                                                                                                                        |
| Detail #26                                  | ✓ Added Test Hole Restoration detail.                                                                                                                                                                                                                                                                                                                                                                             |



## Request for Town Council Action

**Date:** October 19, 2020

**Submitted By:** Jim Tsurapas, Chief of Police  
Jamie Wynn, Assistant Town Attorney

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 9.280.1 - First Reading**  
**A Bill for an Ordinance to Approve the Third Replacement Intergovernmental Dispatch Services Agreement By and Between the Town of Parker and the City of Lone Tree**  
**Department: Police Department, Jim Tsurapas**  
**Town Attorney, Jamie Wynn**  
**Second Reading: November 2, 2020**

### EXECUTIVE SUMMARY

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The Town of Parker and the City of Lone Tree have been engaged in discussions regarding the current Intergovernmental Dispatch Services Agreement ("Dispatch IGA"). Based upon those discussions, the parties are seeking amendments to the current Dispatch IGA. The purpose of the amendments are generally administrative in nature, as well as to update the budget calculations and timelines.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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In 2005, an Intergovernmental Agreement ("Dispatch IGA") was entered into, wherein the Town of Parker agreed to provide the City of Lone Tree public dispatch services. Since 2005, the parties have entered into two prior amendments to the Dispatch IGA. Based upon discussions, it has been determined that a third amendment to the Dispatch IGA would be in the best interests of both parties. The proposed changes are generally administrative in nature and reflect the accurate titles of the individuals who are participating in the Oversight Group, as well as some necessary updates to the attached Statement of Work. Additionally, both the formula used to calculate the proportional share of costs for the City of Lone Tree, as well as the timeline for the budget calculations, have been updated to ensure that the calculations and timelines are both reasonable and efficient moving forward.

### FINANCIAL IMPACT

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None.

### STRATEGIC GOAL(S)

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## **ATTACHMENTS**

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1. Ordinance No. 9.280.1

## **RECOMMENDED MOTION**

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I move to approve Ordinance No. 9.280.1 on first reading and to schedule second reading for November 2, 2020, as part of the consent agenda.

ORDINANCE NO. 9.280.1, Series of 2020

**TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE THIRD REPLACEMENT INTERGOVERNMENTAL DISPATCH SERVICES AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE CITY OF LONE TREE**

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

**Section 1.** The Town Council of the Town of Parker hereby approves the Third Replacement Intergovernmental Dispatch Services Agreement by and between the Town of Parker and the City of Lone Tree, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 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**

### **THIRD REPLACEMENT INTERGOVERNMENTAL DISPATCH SERVICES AGREEMENT**

THIS THIRD REPLACEMENT INTERGOVERNMENTAL DISPATCH SERVICES AGREEMENT (the "Agreement") is entered in to this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between the TOWN OF PARKER, a Colorado home rule municipality ("Parker"), and the CITY OF LONE TREE, a Colorado home rule municipality ("Lone Tree") (each individually the "Party" and collectively the "Parties").

WHEREAS, Parker owns and operates a communications and dispatch center for law enforcement and emergency service providers, which dispatch center is located at 18600 E. Lincoln Meadows Parkway, Parker, Colorado 80134 (the "Dispatch Center");

WHEREAS, the Parties entered into an intergovernmental agreement on June 21, 2005, whereby Parker provided Lone Tree with public dispatch services (the "2005 Agreement");

WHEREAS, the Parties entered into a First Amendment to the 2005 Agreement on November 5, 2012, to extend the term of the 2005 Agreement to December 31, 2012 (the "First Amendment to the 2012 Agreement");

WHEREAS, the Parties entered into the Replacement Intergovernmental Dispatch Services Agreement on November 5, 2012, to replace in its entirety the 2005 Agreement, which replacement agreement commenced on January 1, 2013, and was renewed for five (5) one-year terms through December 31, 2018 (the "2012 Replacement Agreement");

WHEREAS, the Parties entered into the Second Replacement Intergovernmental Agreement, to replace in its entirety the 2012 Replacement Agreement, which replacement commenced on January 1, 2019, and was renewed for the time period of January 1, 2020 through December 31, 2020 (the "2019 Second Replacement Agreement");

WHEREAS, the Parties desire to enter into the Third Replacement Intergovernmental Agreement, to replace in its entirety the 2019 Second Replacement Intergovernmental Agreement to commence on January 1, 2021, to address changes in circumstances since Parker and Lone Tree entered into the 2019 Second Replacement Agreement;

WHEREAS, Lone Tree wishes to receive from Parker, and Parker wishes to provide to Lone Tree, public safety dispatch services ("Dispatch Services");

WHEREAS, Parker and Lone Tree agree that it is in the best interests of the residents of both municipalities for Parker to provide Lone Tree with public safety dispatch services;

WHEREAS, the coordination of services in the manner described herein will save both municipalities money in the long run;

WHEREAS, Parker also recognizes the intangible, nonmonetary benefits that it will enjoy from providing public safety dispatch services for Lone Tree;

WHEREAS, it is the parties' intent that Lone Tree assume all costs, both direct and indirect, associated with Parker's provision of public safety dispatch services to Lone Tree; and

WHEREAS, Article XIV, § 18(2)(a) of the Colorado Constitution and Article 1, Title 29, C.R.S., encourage and authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

A. Services. Services to be provided by Parker and Lone Tree:

1. Services. Parker shall provide to Lone Tree the Dispatch Services outlined in the Statement of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

2. Increase in Services. Each party shall provide prior written notice to the other party of any events which are in such notifying party's control that are anticipated to increase such notifying party's call volume by more than ten percent (10%) annually. Such notice shall be provided to the other party within fourteen (14) days of the notifying party's knowledge of any such events that are not privileged or confidential; provided, however, that in no case shall the notifying party provide less than ninety (90) days prior written notice of such events.

3. Reports. In addition to any reports required by the Statement of Work, Parker shall provide to Lone Tree quarterly management reports.

4. Ownership of Records and Data. All records of the Dispatch Center related to calls dispatched for Lone Tree, including electronically stored data, geographic information system ("GIS") data, computer-aided dispatch ("CAD") data, and audio tapes, shall be co-owned by Lone Tree and Parker. Parker shall not dispose of any such records inconsistent with the Town of Parker Records Retention Schedule on file with the Parker Town Clerk, without the prior written authorization of Lone Tree by and through the City Manager or his or her designee.

5. Existing Services. It is the intent of the Parties that the provision of Dispatch Services to Lone Tree pursuant to this Agreement does not decrease the level of existing services currently provided to Parker or Lone Tree.

6. Administration. It is the overriding and critical desire of both Parker and Lone Tree to ensure that the working relationship of the Parties remain strong and united in implementation of this Agreement. To that end, there is hereby created two working groups, the "Joint Working Group" and the "Oversight Group," to administer the Dispatch Services.

a. Joint Working Group. The Joint Working Group shall be comprised of one Parker Police Commander, one Lone Tree Police Commander, and the Communications Manager, or their designees. Additional personnel from each of

the Parker and Lone Tree police departments may be appointed to the Joint Working Group upon a majority vote of all its members; provided, however, if an additional member from one police department is appointed to the Joint Working Group, then the other police department shall also appoint an additional member to the Joint Working Group. The Joint Working Group shall meet on a monthly basis throughout the calendar year, unless both Parties agree to vacate any specific monthly meeting. Notwithstanding the foregoing sentence, Joint Working Group meetings may be called at any time by any member of the Joint Working Group, upon seventy-two (72) hours advance notice to the other members. The Joint Working Group shall develop and establish operating procedures for the Dispatch Center to the extent necessary to address matters that are not contained or adequately described in this Agreement or the Scope of Work. The meetings of the Joint Working Group shall not be subject to the Colorado Open Meetings Law.

b. Oversight Group. The Oversight Group shall be comprised of the Parker Police Chief, Parker Town Administrator, the Lone Tree Police Chief, the Lone Tree City Manager, or their designees. The Oversight Group shall meet periodically, but not less than one (1) time per year. Oversight Group meetings may be called at any time by any member of the Oversight Group, upon seventy-two (72) hours advance notice to the other members. The meetings of the Oversight Group shall not be subject to the Colorado Open Meetings Law. The Oversight Group may consider and shall make recommendations on the following matters:

- i. Purchasing Procedures. The Working Group shall establish purchasing procedures (“Purchasing Procedures”) for equipment necessary to provide the Dispatch Services and make recommendations to the Oversight Group.
- ii. Staff. The Working Group shall recommend to the Oversight Group new staff which it determines will be necessary to operate the Dispatch Center.
- iii. Budget. The Oversight Group shall recommend a budget as described in Section 9 hereof to the Parker Town Council and the Lone Tree City Council, each year this Agreement is in effect.
- iv. Dispute Resolution. The Oversight Group will address disputes between the Parties related to the implementation of this Agreement.
- v. Matters of Concern. The Oversight Group will consider other matters of concern between the Parties related to the implementation of this Agreement.

7. Capital Equipment Purchases. While Dispatch Services are being provided to Lone Tree by Parker, it may become necessary to purchase additional equipment, data, and software systems to serve the needs of the Dispatch Center or the specific Dispatch Service needs of Lone Tree (the “Capital Equipment Purchases”). Such Capital Equipment

Purchases shall be made in compliance with the Scope of Work, the budget, and the Purchasing Procedures, subject to the Joint Working Group's prior approval. The Administrative Fee (as defined below) shall not be charged on the Capital Equipment Purchases. Notwithstanding the foregoing, Parker at its sole expense may acquire additional capital equipment that Parker determines is necessary in the exercise of its sole discretion, for the health, safety, and welfare of the Town of Parker.

8. Budget for 2021. All costs of the Dispatch Services attributable to Lone Tree (the "Allocated Costs") for 2021 shall be based on Lone Tree's proportionate share of the total authorized sworn peace officers of each agency for the current year, averaged with Lone Tree's proportionate share of citizen generated calls for service averaged for the preceding three years, the total Allocated Costs of which the parties have agreed is thirty-eight percent (38%) attributed to Lone Tree. **Exhibit B**, attached hereto and incorporated herein by this reference, shall constitute the annual budget for Dispatch Services for 2021, subject to the annual adjustment to calls for service ("Total Communications Budget"). The Allocated Costs for 2021 shall be the agreed upon thirty-eight percent (38%) of the Total Communications Budget, as provided in **Exhibit B**.

9. Budget for 2022 and Future Years. The Allocated Costs to be paid by Lone Tree in 2022 and in each future year thereafter during the Term shall equal Lone Tree's proportionate share of the prior year's audited actual costs for Dispatch Services. Any changes to the current formulation of the annual budget for Dispatch Services will be by mutual agreement of the Parties. The annual budget shall include the amount and timing of Capital Equipment costs attributed to Lone Tree, as well as an estimate of the operational costs to be charged to Lone Tree.

a. Final Budget. As the calculations for the year 2022 and future years will be based on the prior year's audited actuals, the Town of Parker Finance Department, shall present a final budget for Lone Tree's review and approval on or before August 15th of each year.

10. Monthly Statement and Payments. Parker will send Lone Tree a monthly statement within thirty (30) days after the end of each calendar month for the Allocated Costs for the preceding month. Lone Tree shall pay Parker the amount due on such statement within thirty (30) days of receipt thereof. If such statement is not paid in full within thirty (30) days of receipt thereof, Parker shall refer the issue to dispute resolution as provided in Section A.6.b.iv of this Agreement.

a. Administrative Fee. In addition to the Allocated Costs, the monthly statement shall include an administrative fee equal to ten percent (10%) of the Allocated Costs for the preceding month (the "Administrative Fee"), which shall be used to pay the reasonable and customary administrative costs of Parker incurred in connection with Parker's obligations under this Agreement. Notwithstanding the foregoing, in no event will the Administrative Fee payable hereunder exceed \$75,000.00 for any given year.

B. Term and Termination.

1. Term. The initial term of this Agreement shall be from January 1, 2021, through December 31, 2021. Thereafter, this Agreement shall automatically renew for five (5) subsequent one (1) year terms, unless earlier terminated as provided herein.

2. Termination. This Agreement may be terminated by either Party for any reason upon written notice to the other Party provided no later than July 1<sup>st</sup> of any year, and then the Agreement shall terminate on December 31<sup>st</sup> of the year in which the notice is given.

3. Appropriation. Pursuant to Article X, § 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation. Should adequate appropriations not be made by either Party, this Agreement shall automatically terminate. This Agreement shall never constitute a debt of either Party within any statutory or constitutional provision.

C. Miscellaneous.

1. Notices. Any notice required by this Agreement shall be in writing and mailed by first class mail, postage prepaid, to the respective parties as follows:

Parker:           Town Administrator  
                      Town of Parker  
                      20120 East Mainstreet  
                      Parker, CO 80138

Lone Tree:       City Manager  
                      City of Lone Tree  
                      9220 Kimmer Drive, Suite 100  
                      Lone Tree, CO 80124

2. Insurance. Parker agrees to procure and maintain, at its sole cost and expense, the following insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least A by A.M Best Company, throughout the term of this Agreement. Parker shall give notice to Lone Tree at least thirty (30) days prior to the cancellation or nonrenewal of such policies. Parker shall give notice to Lone Tree within five (5) business days, or as soon as practicable, of any modification of any such policies. Parker shall, upon request, promptly furnish Lone Tree with copies of policies obtained pursuant to this Section D.2.

a.       Property Insurance to cover all Parker property, including the equipment utilized by the Dispatch Center; and

b.       Commercial General Liability Insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. This policy will also include errors and omissions coverage.



3. Hold Harmless. To the extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party and its officers, agents, employees and insurers from and against any and all claims, damages, liability, causes of action or expense of whatever nature (including costs, expenses and attorney fees) which may result from any loss, injury or damage allegedly sustained by any person or entity arising out of or caused by the first Party's negligence or failure to fulfill the terms and conditions of this Agreement.
4. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities either Party may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.
5. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with, the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Douglas County, Colorado.
6. Integration. The foregoing constitutes the entire agreement between the Parties and no additional or different oral representation, promise, or agreement shall be binding on any Party with respect to the subject matter of this Agreement.
7. Modification. This Agreement may only be modified upon written agreement of both Parties.
8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors, assigns or heirs.
9. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
10. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.
11. Independent Contractor. Parker is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer or employee between Lone Tree and Parker or any of Parker's agents or employees. Nothing in this Agreement shall make any employee of Lone Tree a Parker employee or any employee of Parker a Lone Tree employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, workers' compensation or any other rights or privileges accorded the Parker or Lone Tree employees by virtue of their employment.

PARKER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS OR ANY OTHER RIGHTS OR ENTITLEMENTS OF EMPLOYMENT UNLESS PARKER OR SOME ENTITY OTHER THAN LONE TREE PROVIDES SUCH BENEFITS.

12. Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**TOWN OF PARKER, COLORADO**

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney's Office

**CITY OF LONE TREE, COLORADO**

By: \_\_\_\_\_  
Jacqueline A. Millet, Mayor

ATTEST:

\_\_\_\_\_  
Jay Robb, City Clerk

## **EXHIBIT A**

### **Statement of Work**

#### **Overview:**

This Statement of Work provides a description of the services and equipment to be provided for this specific project. “TOP” refers to the Town of Parker, “COLT” refers to the City of Lone Tree, “PPD” refers to Parker Police Department and “LTPD” refers to Lone Tree Police Department. This Statement of Work does not include any requests for work, items or services not described in this Statement of Work.

The following acronyms for other items, systems and organizations that will be referenced throughout this document who are not parties to this Statement of Work:

- “ALI” – Automatic Location Identification
- “ANI” – Automatic Number Identification
- “CAD” – Computer-Aided Dispatch
- “CBI” – Colorado Bureau of Investigation
- “CCIC” – Colorado Crime Information Center
- “CCNC” – Consolidated Communications Network of Colorado
- “DCETSA” – Douglas County Emergency Telephone Service Authority
- “EPN” – Emergency Preparedness Network
- “ESN” – Electronic Serial Number
- “IT” – Information Technology
- “NCIC” – National Crime Information Center
- “NIBRS/UCR” – National Incident-Based Reporting System/Uniform Crime Reports
- “ORI” – Originating Agency Identifier
- “PSAP” – Public Safety Answering Point
- “RMS” – Records Management System

#### **Description of Services:**

It is the intent of the PPD to provide twenty-four (24) hour, seven day per week, public safety dispatch services to the LTPD at the Dispatch Center.

These services will include the following:

- 911 PSAP for emergency calls;
- Answering nonemergency calls via regular telephone equipment;

- Tracking of calls for service using a CAD System;
- Live CAD data available at all times
- Radio/telephone/e-mail/etc. communication between the Dispatch Center and field units;
- CCIC and NCIC services from the field within CCIC /NCIC guidelines;
- Communication between the Dispatch Center and mobile computers in the field if provided by LTPD (dependent on software and wireless connectivity provided by LTPD);
- Mobile software and hardware applications for LTPD will be purchased by LTPD;
- Mobile software and hardware support will be provided by the TOP IT Department, including in-car hardware and Mobile CAD software.

These services do not include:

- Any IT services except for those required in the operation of the 911 system, dispatch radio system, dispatch phone system, applicable mobile applications, audio recording application and CAD system; or
- Any records processing, storage or management services beyond what is associated and necessary for the operation of the public safety dispatch function.

The Dispatch Center will be operated in accordance with the operating and personnel policies of the PPD and the TOP.

### **Administration:**

In an effort to maintain a positive environment for both the PPD and the LTPD, it is imperative for issues and problems to be addressed efficiently. To foster communication, the Dispatch IGA has created the “Joint Working Group” and “Oversight Group” as provided in Section 6 of the Dispatch IGA.

Other administrative considerations are as follows:

- LTPD employees and command staff will follow the established chain of command when contacting Dispatch Center employees.
- LTPD will need to keep PPD apprised of any staff changes, changes to radio identifiers and any other information that may be important to Dispatch Center operations.
- LTPD will coordinate, maintain and update all emergency contact information for its staff with the Dispatch Center.
- LTPD will utilize established radio procedures and terminology. Legitimate needs for variation will be considered by the Oversight Group.
- LTPD will forward a shift roster that includes district assignments and unit number prior to the beginning of each shift.

Any additional issues of a significant nature that arise during the term of the Dispatch IGA will be forwarded to the Oversight Group for review. (Also see Paragraph 6.b.iv, “Disputes.”)

The PPD and the TOP reserve final authority over the operation of the Dispatch Center.

### **Personnel:**

All Dispatch Center personnel are employees of the TOP and are subject to the policies and operating procedures of the TOP and the PPD. All employees of the Dispatch Center will be selected, hired and supervised by the TOP and the PPD pursuant to TOP policies, procedures and rules. It is the intent of the PPD to include LTPD in dispatcher selection processes.

TOP IT personnel are employees of the TOP and are subject to the policies and operating procedures of the TOP and its IT Department pursuant to TOP policies, procedures and rules.

### **911 Services:**

PPD will house and operate the 911 PSAP utilizing equipment that is owned and maintained by the TOP. This equipment is already in place and is capable of handling the increased load from the addition of LTPD calls. All 911 equipment is procured, installed, maintained and utilized in accordance with the rules of the TOP. Phone and radio transmissions that utilize predetermined lines and frequencies will be recorded.

### **911 Equipment Provided:**

- Enhanced 911 system
- 911 management software
- Recording equipment

The LTPD will provide ANI/ALI/ESN information from all calling locations within the COLT to the PPD PSAP and make arrangements for that information to be routed to the PPD as needed.

EPN service capabilities are currently in place and will be provided to LTPD. The LTPD will be responsible for any costs associated with EPN activations resulting from its operations.

### **Non-Emergency Calls:**

The Dispatch Center will answer nonemergency calls requiring police services for LTPD and will then dispatch resources as needed. It is understood that LTPD will have staff during regular business hours to handle general information and business calls. After regular business hours, calls will be transferred to the Dispatch Center where they will be answered and routed as needed. Calls not requiring police response will be routed back to LTPD administrative staff or another LTPD-defined phone number or staff member. Some of these calls may be handled by the COLT-automated phone system when appropriate.

### **Computer-Aided Dispatch:**

The PPD will house and maintain the CAD system that is capable of multiagency dispatching. The CAD system, software, data and attachments will remain the property of the TOP. This system will be utilized to track calls for service requiring LTPD response. LTPD will be responsible for providing map data, code files, unit information, patrol areas, radio identifiers, radio call signs, etc., so that these items may be integrated into the CAD system. The LTPD may request or view

CAD data as needed within the limits of applicable policies and laws. LTPD will be provided with periodic reports on response times, calls for service, call locations, etc., that can be obtained from available CAD data sources.

### **Radio Communication:**

The PPD will provide dispatch radio consoles and appropriate talk group capacity to LTPD on PPD talk groups. This will enable two-way communications between the Dispatch Center and LTPD units and personnel in the field. LTPD will be responsible for providing all radios for police vehicles, police personnel and any other radios LTPD may want to acquire. These radios must be compatible with the CCNC system and must be properly programmed and aligned to PPD and CCNC standards. These radios will be maintained by LTPD. The LTPD will be responsible for obtaining membership to the CCNC and for any charges associated with this membership and CCNC radio operation fees. The LTPD will be responsible for forwarding personnel rosters, district/beat information, car designations, radio identifiers and radio call signs, as well as any future updates to this information. Radio call signs will need to be coordinated between PPD and LTPD so that there are no duplications.

### **CCIC/NCIC Inquiries:**

The PPD will provide CCIC/NCIC services to LTPD units and personnel in the field who would normally utilize a dispatch center for this information. This information includes checks for wants and warrants, warrant confirmation, vehicle listings, driver's information, serial number clearance, etc. The LTPD will be responsible for obtaining its own CCIC/NCIC connection, required hardware, required software and ORI number. The LTPD will be responsible for appointing its own CCIC/NCIC coordinator who will insure that LTPD operates within CCIC/NCIC guidelines. LTPD personnel will be responsible for the entry of municipal warrants, stolen property, vehicles, pawn slips, etc., through its own ORI, unless the entry of these items is of a time-sensitive nature. PPD will provide CCIC/NCIC information, warrant confirmation, teletypes, locates, etc., and any other entries that are normally requested through the dispatch center. The LTPD will be responsible for its own NIBRS/UCR entries into CCIC/NCIC and for annual statistic confirmation and reporting with the CBI. PPD will act as the "guard agency" for LTPD within CCIC/NCIC guidelines.

### **Disputes:**

The Oversight Group will address any complaints, concerns or disputes of a significant nature that arise regarding dispatch services. Issues of lesser importance may be addressed by the supervisory staff of the two agencies within the guidelines set forth by the Oversight Group. The value of open

and efficient communications is imperative to the successful operation of a quality communications and a mutually beneficial partnership.

**EXHIBIT B**  
**TOTAL COMMUNICATIONS BUDGET**

|             |
|-------------|
| PD Dispatch |
|-------------|

|                                  |                          | 2020<br>Amended<br>Budget | 2020 Projection  | 2021 Budget      | Variance       |
|----------------------------------|--------------------------|---------------------------|------------------|------------------|----------------|
| 101-4215-1102                    | Sal & Wage - FT          | 1,085,182                 | 1,145,900        | 1,225,596        | 140,414        |
| 101-4215-1104                    | Sal & Wage - PT          | 26,266                    | 15,710           | 26,266           | 0              |
| 101-4215-1300                    | OT                       | 45,000                    | 29,034           | 30,000           | (15,000)       |
| 101-4215-1301                    | Sal & Wage - LEAF        | 0                         | 0                | 0                | 0              |
| 101-4215-1302                    | Sal & Wage - OT (Grants) | 207,981                   | 135,000          | 211,962          | 3,981          |
| 101-4215-1350                    | On Call Pay              | 3,883                     | 3,329            | 8,360            | 4,477          |
| 101-4215-1410                    | Health Insurance         | 17,093                    | 16,447           | 22,036           | 4,943          |
| 101-4215-1411                    | Life and Disability      | 0                         | 0                | 0                | 0              |
| 101-4215-1420                    | FICA                     | 115,255                   | 112,936          | 125,561          | 10,306         |
| 101-4215-1430                    | Retirement Contribution  | 0                         | 0                | 0                | 0              |
| 101-4215-1460                    | Workers Comp             | 0                         | 0                | 0                | 0              |
| 101-4215-1496                    | Cell Phone Allowance     | 847                       | 650              | 681              | (166)          |
| <b>Total Personnel</b>           |                          | <b>1,501,507</b>          | <b>1,459,006</b> | <b>1,650,462</b> | <b>148,955</b> |
|                                  |                          |                           |                  |                  |                |
| 101-4215-2100                    | General Supplies         | 2,000                     | 1,000            | 2,000            | 0              |
| 101-4215-2110                    | Program Supplies         | 250                       | 250              | 200              | (50)           |
| 101-4215-2200                    | Clothing & Uniforms      | 2,000                     | 1,000            | 2,000            | 0              |
| 101-4215-2270                    | Meeting and Meal Expense | 300                       | 150              | 300              | 0              |
| 101-4215-3340                    | Medical Services         | 1,575                     | 1,575            | 1,575            | 0              |
| 101-4215-3390                    | Other Prof/Tech Services | 800                       | 400              | 800              | 0              |
| 101-4215-3530                    | Telephone & Radio        | 3,100                     | 2,000            | 3,100            | 0              |
| 101-4215-3563                    | Travel                   | 1,000                     | 500              | 1,000            | 0              |
| 101-4215-3570                    | Educ, Trng and Dev       | 575                       | 1,070            | 1,075            | 500            |
| 101-4215-3600                    | Memberships and Dues     | 100                       | 100              | 100              | 0              |
| 101-4215-3710                    | Postage & Delivery       | 50                        | 50               | 50               | 0              |
| <b>Total Ops</b>                 |                          | <b>11,750</b>             | <b>8,095</b>     | <b>12,200</b>    | <b>450</b>     |
|                                  |                          |                           |                  |                  |                |
| 101-4215-4602                    | Tech Mgmt (IS Alloc)     | 175,006                   | 175,006          | 180,777          | 5,771          |
| <b>Total</b>                     |                          | <b>1,688,263</b>          | <b>1,642,107</b> | <b>1,843,439</b> | <b>155,176</b> |
|                                  |                          |                           |                  |                  |                |
| 911 Authority reimbursement      |                          |                           |                  | 175,000          |                |
|                                  |                          |                           |                  |                  |                |
| Calls for Service                |                          |                           |                  | 38%              |                |
|                                  |                          |                           |                  |                  |                |
| <b><u>Due from Lone Tree</u></b> |                          |                           |                  |                  |                |
| Allocated Cost                   |                          |                           |                  | 700,507          |                |
| Parker 10% Admin Fee             |                          |                           |                  | 70,051           |                |
| 911 Authority Reimbursement      |                          |                           |                  | (66,500)         |                |
| <b>Lone Tree Share</b>           |                          |                           |                  | <b>704,058</b>   |                |





## Request for Town Council Action

**Date:** October 19, 2020

**Submitted By:** Jamie Wynn, Assistant Town Attorney

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 5.02.7 - First Reading**  
**A Bill for an Ordinance to Amend Section 3.01.080 of the**  
**Parker Municipal Code Concerning Trials**  
**Department: Town Attorney, Jamie Wynn**  
**Second November 2, 2020**  
**Reading:**

### EXECUTIVE SUMMARY

---

Staff is proposing an update to Parker Municipal Code Sections 3.01.080 - Trials, related to the jury fee, for purposes of complying with the State's Municipal Court Rules.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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Upon a review of Parker Municipal Code Section 3.01.080 - Trials, it was determined that the Town's current jury fee of forty-five dollars (\$45.00) listed in the Code is not consistent with the State's Municipal Court Rules. Though the Town is a home-rule municipality, based on the legal authority, the Town must still abide by the State's fee of twenty-five dollar (\$25.00) for the jury fee in Municipal Court.

### FINANCIAL IMPACT

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None.

### STRATEGIC GOAL(S)

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PROMOTE A SAFE AND  
HEALTHY COMMUNITY

### ATTACHMENTS

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1. Ordinance No. 5.02.7

### RECOMMENDED MOTION

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I move to approve Ordinance No. 5.02.7 on first reading and to schedule second reading for November 2, 2020, as part of the consent agenda.

**ORDINANCE NO. 5.02.7, Series of 2020**

**TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 3.01.080 OF THE PARKER MUNICIPAL CODE CONCERNING TRIALS**

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

**Section 1.** Section 3.01.080 of the Parker Municipal Code is amended to read as follows:

**3.01.080 Trials.**

(a) Trial by jury. A defendant shall be entitled to a trial if:

(1) The defendant is charged with an offense for which Section 16-10-101, *et seq.*, C.R.S., preserves the right to a jury trial; and

(2) Within twenty-one (21) days after arraignment or entry of a plea, the defendant files with the Municipal Court a written jury demand and at the same time tenders a jury fee of ~~forty-five~~ twenty-five dollars ~~(\$45.00)~~ (\$25.00), unless the jury fee is waived by the Judge because of the indigence of the defendant.

A juvenile is not entitled to a trial by jury when the petition alleges a delinquent act which is a misdemeanor, a petty offense, a violation of a municipal or county ordinance or a violation of a court order.

(b) Jury membership. The jury shall consist of three (3) jurors unless a greater number, not to exceed six (6), is requested by the defendant in a written jury demand. Jurors shall be selected from a jury list as provided for courts of record, and shall be paid the sum of:

(1) Six dollars (\$6.00) per day for actual jury service;

(2) Three dollars (\$3.00) for each day of service on the jury panel alone.

(c) Trial to the Court. All other charges to which the defendant has pled not guilty, but for which the defendant has not perfected the right to a jury trial pursuant to Subsection (a) above shall be tried to the court with the Municipal Judge as factfinder.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 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



## Request for Town Council Action

**Date:** October 19, 2020

**Submitted By:** Jamie Wynn, Assistant Town Attorney

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 5.72.1 - First Reading**  
**A Bill for an Ordinance to Amend Section 8.08.060 of the**  
**Parker Municipal Code Concerning Display, Consumption or**  
**Use of Marijuana in Public Places**  
**Department: Town Attorney, Jamie Wynn**  
**Second November 2, 2020**  
**Reading:**

### EXECUTIVE SUMMARY

---

Staff is proposing to update Parker Municipal Code section 8.08.060 related to Display, consumption or use of marijuana in public places, specifically to update the penalty associated with a violation of this second for consistency within the Municipal Code.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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Parker Municipal Code Section 8.08.060 - Display, consumption or use of marijuana in public places, does not list a specific penalty for a conviction, guilty plea, or no contest. Under Municipal Code Section 8.01.040, there are general penalties established for various violations under Title 8. However, the other provisions in Chapter 8.08 with respect to violations involving marijuana limit the punishment to a fine of "not more than one hundred dollars (\$100.00)." For consistency, staff is requesting to amend the Code to include the same punishment for Section 8.08.060 as the other Code provisions related to marijuana violations.

### FINANCIAL IMPACT

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None.

### STRATEGIC GOAL(S)

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PROMOTE A SAFE AND  
HEALTHY COMMUNITY

### ATTACHMENTS

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1. Ordinance No. 5.72.1

### RECOMMENDED MOTION

---

I move to approve Ordinance No. 5.72.1 on first reading and to schedule second reading for November 2, 2020, as part of the consent agenda.

ORDINANCE NO. 5.72.1, Series of 2020

**TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 8.08.060 OF THE PARKER MUNICIPAL CODE CONCERNING THE DISPLAY, CONSUMPTION OR USE OF MARIJUANA IN PUBLIC PLACES**

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

**Section 1.** Section 8.08.060 of the Parker Municipal Code is amended to read as follows:

**8.08.060 Display, consumption or use of marijuana in public places.**

**(a)** It is unlawful for any person to display, consume or use marijuana, as defined in Subsection 8.08.030(a) of this Chapter, in any public place, as defined in Subsection 8.01.010(b) of this Title, upon property owned, operated, leased or maintained by the State or any political subdivision or agency thereof, or upon property owned, operated, leased or maintained by the Town.

**(b) Upon conviction of this Section, or a plea of guilty or no contest thereto, punishment shall be by a fine of not more than one hundred dollars (\$100.00).**

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

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

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

INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 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



## Request for Town Council Action

**Date:** October 19, 2020

**Submitted By:** Bryce Matthews, Planning Manager  
John Fussa, Community Development Director

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **RESOLUTION NO. 20-055**  
**A Resolution to Allow a Partial Waiver of Section 13.01.140(b) of the Parker Municipal Code to Extend the Expiration Date of the Use by Special Review for Parker Homestead Filing No. 1, First Amendment, Tract A (Back 40 Gun and Archery)**  
**Department:** Community Development, Bryce Matthews

### EXECUTIVE SUMMARY

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This item is in response to a request by Parker Homestead Investments, LLC to extend the duration of their Use by Special Review approval for an indoor archery and gun range. The proposed resolution would provide a Partial Waiver of the Municipal Code to extend the Use by Special Review approval located at the Parker Homestead Filing No. 1, First Amendment, Tract A. This action extends the approval through December 31, 2021. The property owner has indicated that they need additional time to respond to market challenges associated with COVID-19.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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On April 1, 2019, the Town Council approved a Use by Special Review (Z18-004) to allow for an indoor gun and archery range in Parker Homestead Filing No. 1, First Amendment. The subject property is located at the intersection of Chambers Road and Double Angel Road.

Section 13.01.140(b) of the Parker Municipal Code provides that the approval of any Use by Special Review "shall remain in effect for a period of twelve (12) months." During this twelve month period that expired on April 1, 2020, the applicant was required to process and receive approval for a site plan for the Project but did not receive approval. The Town Code provides that the Planning Director may grant an extension of up to ninety (90) days, which the applicant applied for and the Planning Director granted through June 30, 2020 for the Project.



Additionally, for the reason that the Project was pending when the Town declared the local disaster emergency in response to the pandemic, the Use by Special Review approval was extended for an additional four (4) additional months as provided by Emergency Order No. 12-2020 (which was uniformly applied to all similarly situated pending applications). The expiration date for the Project, with the described extensions, is October 30, 2020.

The owner of the real property, Parker Homestead Investments, LLC, has requested that the Town Council provide an additional extension of approval through December 31, 2021. As the basis of the request, they cite the unforeseen impact of the COVID-19 pandemic on the national and local retail marketplace and the impacts of COVID-19 that have impeded their ability to obtain the required site plan approval for the proposed indoor archery and gun range.

Section 13.01.100 of the Parker Municipal Code authorizes waivers from the Land Development Ordinance "if it is deemed to be in the public interest and does not impair the intent and purpose of this Title. The conditions of any waiver authorized shall be stated in writing by the Town Council with the justifications set forth."

The extension of the Use by Special Review approval through December 31, 2021 will mitigate the impacts of the COVID-19 pandemic on the project, may be in the public interest and would encourage flexibility and variety in land development because such as use does not currently exist in Town.

#### **FINANCIAL IMPACT**

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None

#### **STRATEGIC GOAL(S)**

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DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH



INNOVATE WITH  
COLLABORATIVE  
GOVERNANCE

#### **ATTACHMENTS**

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1. Resolution No. 20-055

#### **RECOMMENDED MOTION**

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I move to approve Resolution No. 20-055, as part of the consent agenda.

**RESOLUTION NO. 20-055, Series of 2020**

**TITLE: A RESOLUTION TO ALLOW A PARTIAL WAIVER OF SECTION 13.01.140(b) OF THE PARKER MUNICIPAL CODE TO EXTEND THE EXPIRATION DATE OF THE USE BY SPECIAL REVIEW FOR PARKER HOMESTEAD FILING NO. 1, FIRST AMENDMENT, TRACT A (BACK 40 GUN AND ARCHERY)**

WHEREAS, the use by special review (Z18-004) to allow for an indoor gun and archery range in Parker Homestead Filing No. 1, First Amendment (the "Use by Special Review"), was approved by Town Council on April 1, 2019, following public notice and hearing;

WHEREAS, Section 13.01.140(b) of the Parker Municipal Code provides that the approval of any use by special review "shall remain in effect for a period of twelve (12) months;"

WHEREAS, the expiration date of the Use by Special Review was administratively extended by the Town as provided by the Town Code and is set to expire on October 30, 2020;

WHEREAS, the owner of the real property that is the subject of the Use by Special Review (the "Property Owner") has requested that the Town Council provide an additional extension through December 31, 2021 (the "Request");

WHEREAS, the basis of the Request is the unforeseen COVID-19 restrictions placed on the national and local retail marketplace and the devastating impacts of COVID-19 that have impeded the ability of the Property Owner to complete the planning process for a commercial business consisting of an indoor gun and archery range (the "Project");

WHEREAS, Section 13.01.100 of the Parker Municipal Code authorizes waivers from the Parker Land Development Ordinance "if it is deemed to be in the public interest and does not impair the intent and purpose of this Title. The conditions of any waiver authorized shall be stated in writing by the Town Council with the justifications set forth;"

WHEREAS, the Town Council believes that the extension of the Use by Special Review approval through December 31, 2021, to mitigate the impacts of COVID-19 on the Project, is in the public interest of the Town and that the nature of the Project encourages flexibility and variety in land development in the Town;

WHEREAS, the Property Owner made the Request to allow for sufficient time to complete the planning process for the Project; and

WHEREAS, the Town Council desires to partially waive Section 13.01.140(b) of the Parker Municipal Code to extend the expiration date of the Use by Special Review to December 31, 2021.

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

Section 1. The Town Council hereby determines that the partial waiver described herein only applies to the Use by Special Review.

Section 2. The Town Council hereby extends the expiration date of the Use by Special Review to December 31, 2021.

Section 3. The Town Council further determines that the partial waiver described herein is in the public interest and does not impair the intent or purposes of the Parker Land Development Ordinance.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk



## Request for Town Council Action

**Date:** October 19, 2020

**Submitted By:** Bryce Matthews, Planning Manager  
John Fussa, Community Development Director

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **RESOLUTION NO. 20-056**  
**A Resolution to Allow a Partial Waiver of Section 13.01.140(b) of the Parker Municipal Code to Extend the Expiration Date of the Site Plan for Lot 31B-2, Block 1, Twenty Mile Village Filing No. 2, 13th Amendment**  
**Department: Community Development, Bryce Matthews**

### **EXECUTIVE SUMMARY**

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This item is in response to a request by Parker Mainstreet Partners, LLC to extend the duration of their Site Plan approval for a multi-tenant retail and office building on Mainstreet in the western section of Downtown. The proposed resolution would provide a Partial Waiver of the Municipal Code to extend the Site Plan approval located at Lot 31B-2, Block 1, Twenty Mile Village Filing No. 2, 13th Amendment. This action extends the approval through December 31, 2021. The property owner has indicated that they need additional time to respond to market challenges associated with COVID-19.

### **STAFF RECOMMENDATION**

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Approve

### **BACKGROUND/DISCUSSION**

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On March 18, 2019, the Town approved a Site Plan (SP18-108) for the development of a two-story commercial building that would contain a mix of retail, restaurant and office uses. The subject property is located on the north side of Mainstreet between Twenty Mile Road and Dransfeldt Road next to Culver's restaurant at the entrance to the Twenty Mile Village Planned Development.

Section 13.01.140(b) of the Parker Municipal Code provides that the approval of any site plan "shall remain in effect for a period of twelve (12) months." During this twelve (12) month period the applicant was required to obtain a building permit for the Project and did not do so by March 18, 2020. The Town Code provides that the Planning Director may grant an extension of up to ninety (90) days, which extension was granted for the Project through June 20, 2020. Additionally, for the reason that the Project was pending when the Town declared the local disaster emergency in response to the COVID-19 pandemic, the site plan approval was extended

four (4) additional months as provided by Emergency Order No. 12-2020 (which was uniformly applied to all similarly situated pending applications). The expiration date for the Project, with the described extensions, is October 20, 2020.

The owner of the property, Parker Mainstreet Partners, LLC, has requested that the Town Council provide an additional extension of their Site plan approval through December 31, 2021.

As the basis of the request, they cite the unforeseen impact of the COVID-19 pandemic on the national and local retail marketplace, the unforeseen extension of COVID-19 restrictions on businesses and the impact of COVID-19 that has impeded their ability to obtain the leases necessary to finance construction.

Section 13.01.100 of the Parker Municipal Code authorizes waivers from the Land Development Ordinance "if it is deemed to be in the public interest and does not impair the intent and purpose of this Title. The conditions of any waiver authorized shall be stated in writing by the Town Council with the justifications set forth."

The extension of the Site Plan approval through December 31, 2021 will mitigate the impact of COVID-19 on the development of the project; may be in the public interest because of the economic development benefits arising from retail sales tax and jobs; and the multi-tenant building design Project encourages flexibility and variety in land development within the Town.

#### **FINANCIAL IMPACT**

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None

#### **STRATEGIC GOAL(S)**

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DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH



ENHANCE ECONOMIC  
VITALITY

#### **ATTACHMENTS**

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1. Resolution No. 20-056

#### **RECOMMENDED MOTION**

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I move to approve Resolution No. 20-056, as part of the consent agenda.

**RESOLUTION NO. 20-056, Series of 2020**

**TITLE: A RESOLUTION TO ALLOW A PARTIAL WAIVER OF SECTION 13.01.140(b) OF THE PARKER MUNICIPAL CODE TO EXTEND THE EXPIRATION DATE OF THE SITE PLAN FOR LOT 31B-2, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 13<sup>TH</sup> AMENDMENT**

WHEREAS, the site plan (SP18-108) for a multitenant retail/office building to be located on lot 31b-2, Block 1, Twenty Mile Village Filing No. 2, 13<sup>th</sup> Amendment (the "Site Plan") was administratively approved by the Town on March 18, 2019;

WHEREAS, Section 13.01.140(b) of the Parker Municipal Code provides that the approval of any site plan "shall remain in effect for a period of twelve (12) months;"

WHEREAS, the expiration date of the Site Plan was administratively extended by the Town as provided by the Town Code and is set to expire on October 20, 2020;

WHEREAS, the owner of the real property that is the subject of the Site Plan (the "Property Owner") has requested that the Town Council provide an additional extension through December 31, 2021 (the "Request");

WHEREAS, the basis of the Request is the unforeseen extension of COVID-19 restrictions placed on businesses and the devastating impacts of COVID-19 that have impeded the ability of the Property Owner to execute the leases necessary to finance the construction of a multitenant retail/office building (the "Project");

WHEREAS, Section 13.01.100 of the Parker Municipal Code authorizes waivers from the Parker Land Development Ordinance "if it is deemed to be in the public interest and does not impair the intent and purpose of this Title. The conditions of any waiver authorized shall be stated in writing by the Town Council with the justifications set forth;"

WHEREAS, the Town Council believes that the extension of the Site Plan approval through December 31, 2021, to mitigate the impacts of COVID-19 on the development of the Project is in the public interest of the Town and that the nature of the Project encourages flexibility and variety in land development in the Town;

WHEREAS, the Property Owner made the Request to allow sufficient time to secure the leases necessary to finance the Project; and

WHEREAS, the Town Council desires to partially waive Section 13.01.140(b) of the Parker Municipal Code to extend the expiration date of the Site Plan to December 31, 2021.

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

Section 1. The Town Council hereby determines that the partial waiver described herein only applies to the Site Plan.

Section 2. The Town Council hereby extends the expiration date of the Site Plan to December 31, 2021.

Section 3. The Town Council further determines that the partial waiver described herein is in the public interest and does not impair the intent or purposes of the Parker Land Development Ordinance.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

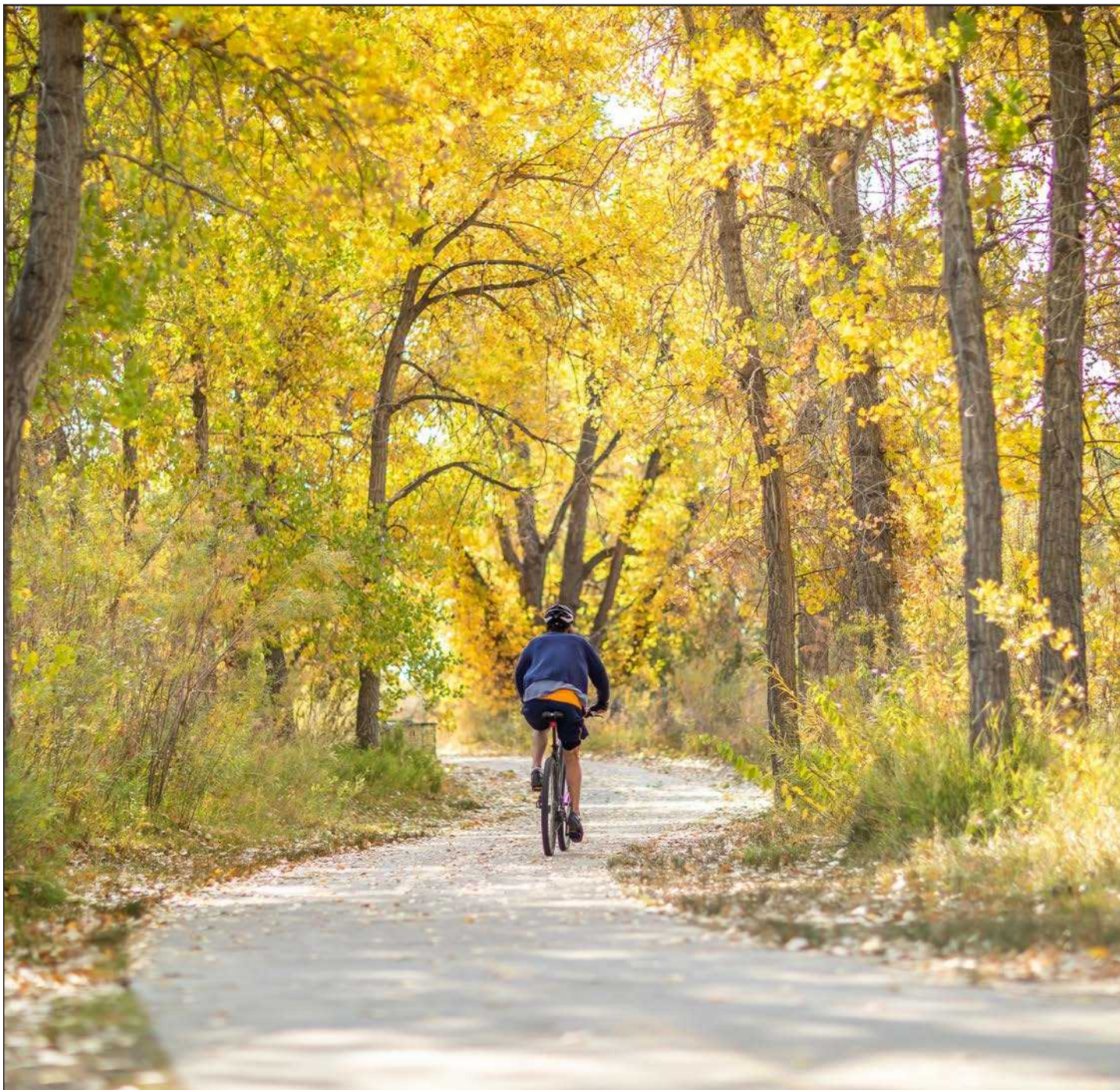
TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk





# ***Town Administrator's Report***

## *Fall 2020*



**PARKER**  
C O L O R A D O

Town of Parker  
20120 E. Mainstreet  
Parker, CO 80138

Tel: 303.841.0353  
Fax: 303.805.3153  
[townadministrator@parkeronline.org](mailto:townadministrator@parkeronline.org)





## Communications

### Department Updates

#### **COVID-19 Resources and Information**

Have questions about COVID-19 and how it impacts Parker? Visit [www.ParkerOnline.org/Coronavirus](http://www.ParkerOnline.org/Coronavirus) for current information and resources.

#### **Recreation Activity Brochure**

The Recreation Activity Brochure will not be produced for the remainder of 2020 or in 2021 due to impacts from COVID-19. Visit [www.ParkerRec.com](http://www.ParkerRec.com) and follow Parker Parks and Recreation on Facebook, Instagram and Twitter (@ParkerRec) for updates.

### Summer Town Events a Success!

#### **So Long to Summer 5K**

Marketing staff assisted with promotion of the So Long to Summer 5K, including in-person and virtual options, to reach the goal of 130 registered participants. This was Parks and Recreation's first event since the start of COVID-19 closures and cancellations.

#### **Bike Parker Day**

While the Denver metro-area's 2020 Bike to Work Day festivities were canceled due to COVID-19, the Town of Parker helped fill in the gap with the inaugural Bike Parker Week during the week of Sept. 21. On Sept. 22, Town staff hosted a "Ride-by Station" on the Cherry Creek Trail at E-470 that saw more than 50 people pick up a goody bag provided by the Town and our very generous sponsors, Rocky Vista University, Vitalant and CareNow!

#### **2020 Election Information**

A regular Town Council election will be held on Tuesday, Nov. 3 to elect a Mayor and three Councilmembers to four-year terms. Serving on the Town Council is a great way to help shape the future of the Parker community! Find information about the 2020 Election, including candidate information, at [www.ParkerOnline.org/2020Election](http://www.ParkerOnline.org/2020Election).

#### **Parker Porch Party Series Sponsored by Xfinity**

Over the summer, the Town hosted five Porch Parties and invited community members to grab their favorite chair and food and join us outdoors for some community-building, yet socially distant minded, festivities. Town staff provided a fun and interactive 30-minute live entertainment Facebook broadcast that totaled 9,000 views, 361,000 impressions and 23,000 engagements over the five parties. Two blocks vied for the Grand Prize Block Party, with Pensive Court edging out E. Wiley Place.

## Community Engagement Activities

With large-scale gatherings temporarily suspended due to COVID-19 and health restrictions, Town staff has been creatively working to find other ways for our community to stay engaged and show its hometown spirit! We are excited to announce a new and creative season of 2020 activities.

#### **Parker Porch Parade Series Presented by Xfinity**

The community is invited to celebrate with the Town of Parker by decorating front porches, yards, patios or balconies for Halloween (Oct. 22 through Oct. 31) and for the holidays (Dec. 3 through Dec. 20)! The Town will produce a virtual map with the locations of all participating porches, so residents can walk or drive around their neighborhood and the community to see and share in the celebration. Visit [www.ParkerOnline.org/PorchParadeSeries](http://www.ParkerOnline.org/PorchParadeSeries) for information.

#### **Hometown Holiday Experience Presented by Xfinity**

The Town of Parker will usher in the holidays on Thanksgiving weekend in downtown, from O'Brien Park to Discovery Park! Residents will be able to grab a selfie or a family picture by the Town tree, enjoy the holiday lights, listen to festive music and enjoy other holiday accents! A variety of festive activities will take place throughout the weekend, including ice sculptures up-lit with holiday colors along Mainstreet in the evenings, and walk-around characters like Scrooge, Frosty the Snowman, Santa's elves, a toy soldier and maybe even Rudolph strolling throughout downtown during the days. Visit [www.ParkerOnline.org/HometownHoliday](http://www.ParkerOnline.org/HometownHoliday) for more details.

#### **Thanks to Our Sponsors**

This year's events would absolutely not be possible without these dedicated sponsors: Camp Bow Wow, Care Now, Ent Credit Union, Jet's Pizza, Mile High Kona Ice, Parker Party America, the Outdoor Channel, Patricia J. Stone, PC, Vitalant, WeChef Kitchen and Xfinity.

# Communications - cont'd

## 3rd Quarter Digital Marketing Report

### Social Media

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

#### Account Followers

Town Facebook: 17,929 to 18,369; +2%  
Town Twitter: 4,546 to 4,652; +2%  
Town Instagram: 5,760 to 6,272; +9%  
Parks and Recreation Facebook: 8,337 to 8,466; +2%  
Parks and Recreation Twitter: 2,034 to 2,065; +2%  
Parks and Recreation Instagram: 2,011 to 2,142; +6%

#### Post Engagement

##### (number of likes, comments, shares, link clicks)

Town Social Media Accounts: 79,235  
Parks and Recreation Social Media Accounts: 29,544

#### Post Impressions (number of views)

Town Social Media Accounts: 1,080,032  
Parks and Recreation Social Media Accounts: 380,509

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

### Website Statistics

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

#### Website Visits

Town of Parker: 93,934  
Parks and Recreation: 116,411

#### Page Views

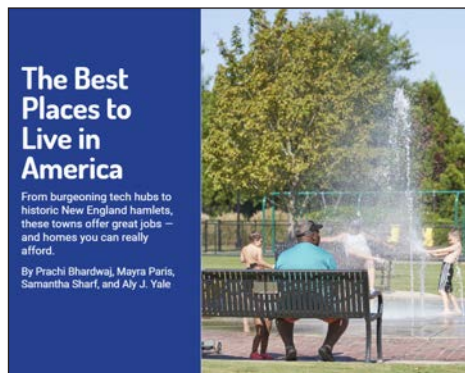
Town of Parker: 142,298  
Parks and Recreation: 195,673



#### Town Facebook:

7,544 impressions; 2,870 reactions, comments and shares

On Monday, July 20, the Parker Town Council voted to opt out of the Tri-County Health Department's mandatory face covering order.



#### Town Facebook:

6,515 impressions; 2,828 reactions, comments and shares

#ParkerProud: We are thrilled and honored to share that Money.com has ranked the Town of Parker second overall on their 2020 Best Places to Live in America list.



Parks and Recreation Facebook: 10,915 impressions; 2,919 reactions, comments and shares

Please be advised, H2O'Brien Pool will conclude its season Sunday, Aug. 9. The Discovery Park Play Fountain will continue to operate daily into September.



Parks and Recreation Facebook: 11,099 impressions; 1,466 reactions, comments and shares

The Trails at Crowfoot residential community is under construction and will include a new 17-acre community park.



Town Instagram: 211 likes

Another Mainstreet moment



Parks and Recreation Instagram: 99 likes

This hummingbird got a quick workout at Parker Recreation Center today. Thanks to our lifeguards for helping her out of the facility safely.





# Community Development

## Building Division Statistics - 3rd Quarter 2020

|                                                                                                                                                                                                                   |                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Single-Family Permits: 130</b><br>\$47,623,865 Q3 valuation<br>-----<br>250 total in 2020<br>\$90,386,096 total valuation<br>-----<br>341 / \$121,138,267 End Q3 2019                                          | <b>Commercial Permits (New): 14</b><br>\$2,650,326 Q3 valuation<br>-----<br>24 total in 2020<br>\$26,048,359 total valuation<br>-----<br>30 / \$62,781,797 End Q3 2019        |
| <b>Multi-Family Permits: 10</b><br>\$32,796,449 Q3 valuation<br>-----<br>204 apartment units in 2020<br>0 condo units<br>5 townhome units<br>\$9,894,090 total valuation<br>-----<br>20 / \$9,894,090 End Q3 2019 | <b>Commercial Permits (Remodel): 184</b><br>\$4,680,707 Q3 valuation<br>-----<br>575 total in 2020<br>\$16,246,353 total valuation<br>-----<br>665 / \$36,952,387 End Q3 2019 |
| <b>Other Permits: 1,207</b><br>\$10,417,454 Q3 valuation<br>-----<br>2,705 total in 2020<br>\$22,559,843 total valuation<br>-----<br>2,304 / \$18,129,985 End Q3 2019                                             | <b>Total Permits Valuation:</b><br><b>\$98,168,801 Q3</b><br>-----<br>\$189,136,066 2020 End Q3<br>Total Valuation<br>-----<br>\$248,896,526 / End Q3 2019<br>Total Valuation |
| <b>Inspections: 6,176 in Q3</b><br>-----<br>20,371 total in 2020<br>-----<br>27,834 / End Q3 2019                                                                                                                 | <b>Total Permits: 1,545 in Q3</b><br>-----<br>3,568 total in 2020<br>-----<br>3,360 / End Q3 2019                                                                             |

## Planning Division

### Land Development Ordinance (LDO) Modernization Project

The Town and Denver-based consultant Clarion Associates have begun working on the second of three modules to rewrite the Town's Land Development Ordinance (LDO)—Chapter 13 of the Parker Municipal Code. The LDO features regulations governing development within Parker.

The draft of Module 2—Development Standards represents proposed updated townwide standards for new development and redevelopment. Module 2 will include standards on items such as: subdivision standards; sensitive land avoidance (floodplains, steep slopes, stream side protection standards); access and circulation; airport regulations; parking and loading; landscaping, screening and buffering; and exterior lighting.

A draft of the second installment of Module 2 will be available for public review in 2021. Module 1—Zoning Districts and Uses—is available on the project webpage at [www.ParkerOnline.org/LDO](http://www.ParkerOnline.org/LDO).

### Parker and Pine Subarea Plan

The Town is initiating the Parker and Pine Subarea Plan as a collaborative planning effort with the Town of Parker's Community Development, Public Works/Engineering and Parks and Recreation Departments. The Plan will build a framework for future commercial development within the project study area, located at the intersection of Parker Road and Pine Lane, which is expected to experience planned development and redevelopment over the next 10 to 20 years. Please contact the Community Development Department at [cfreeland@parkeronline.org](mailto:cfreeland@parkeronline.org) for more information.

### Parks Dedication Standards

Town Council, at its Dec. 2, 2019 regular meeting, approved a Resolution supporting the recommendations contained in the June 2019 Parks Dedication Standards Update—Recommendations Report prepared by the Town and consultant MIG, Inc.

Parker's current park dedication standards for new residential development were established in 2001 and updated in 2005 and are in need of updating to remain relevant and current with industry best practices for parks planning. The commissioned study analyzed the Town's current standards and provided recommendations for updates.

In response to this study, the Town has drafted a proposed Land Development Ordinance amendment that provides additional guidance for design, recreational amenities and other qualitative standards for parks constructed with new residential development. The proposed ordinance will be considered by Planning Commission and Town Council this fall.

# Community Development - con't

## Development Review - Project Updates

### Development Projects of Interest - Under Review

See the Development Tour Map at [www.ParkerOnline.org/Development](http://www.ParkerOnline.org/Development) for information on all projects in Town.

| <i>Project Description</i>                                                                                                                                                                                          | <i>Project Type</i>                                           | <i>Case #</i>                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|--------------------------------------|
| <b>Pine Bluffs Medical Office Building</b><br><i>* NE of Parker Road and Hess Road on Scenic Park Road</i><br><i>* 29,556 sq. ft. medical office building for Kaiser Permanente</i>                                 | Site Plan                                                     | SP19-135                             |
| <b>Parker and Pine Lane Multi-Family Development</b><br><i>* SW corner of Parker Road and Pine Lane</i><br><i>* 186 multi-family housing units</i>                                                                  | Site Plan                                                     | SP20-084                             |
| <b>Olde Town/Senderos Creek North</b><br><i>* S of Mainstreet, E of Jordan Road</i><br><i>* 122 townhomes</i>                                                                                                       | Rezoning                                                      | Z20-013                              |
| <b>Olde Town/Senderos Creek Office and Commercial</b><br><i>* S of Mainstreet, E of Jordan Road</i><br><i>* Two 24,761 sq. ft. two-story commercial/office buildings</i>                                            | Site Plan                                                     | SP19-131                             |
| <b>Unplatted - Redevelopment of Vacant Gas Station</b><br><i>* SW corner of Parker Road and Mainstreet</i><br><i>* 3,470 sq. ft. bank with a drive through ATM</i>                                                  | Site Plan,<br>Minor Development Plat<br>Use by Special Review | SP19-003<br>SUB19-004<br>Z19-001     |
| <b>Douglas 234 Planned Development Zoning Amendment</b><br><i>* NE corner of Hess Road and Chambers Road</i><br><i>* Plat property to create 11 commercial lots</i>                                                 | Minor Development Plat                                        | Z20-002                              |
| <b>Parker Homestead Back 40 Archery and Gun Range</b><br><i>* NW corner of Chambers Road and Double Angel Road</i><br><i>* 25,000 sq. ft. archery and gun range facility</i>                                        | Site Plan                                                     | SP19-133                             |
| <b>Anthology North</b><br><i>* S of Hess Road, W of Motsenbocker Road</i><br><i>* 496 lots, future development tracts, parks and open space on 1,099 acres</i>                                                      | Zoning Amendment<br>Sketch Plan<br>Preliminary Plan           | SUB20-005<br>SUB20-006<br>Z20-002    |
| <b>Looking Glass (Hess Ranch) Final Plats</b><br><i>* SW of Crowfoot Valley Road and Stroh Road</i><br><i>* 588 single family detached lots, along with parks, trails and open space</i>                            | Final Plats                                                   | SUB19-034 to 037<br>SUB19-041 to 042 |
| <b>Looking Glass (Hess Ranch) Segment 2A</b><br><i>* SW of Crowfoot Valley Road and Stroh Road</i><br><i>* 905 residential lots, future development and commercial tracts, parks and open space on 342.86 acres</i> | Zoning Amendment<br>Sketch Plan<br>Preliminary Plan           | Z20-005<br>SUB20-010<br>SUB20-011    |

### Project Focus: New Restaurant with Children's Play Area

Currently under review on the west side of Parker Road, south of E-470, is a proposed restaurant with a children's play area. The project proposes a one-story, 6,300-square-foot, single-tenant restaurant that will feature an indoor play area.

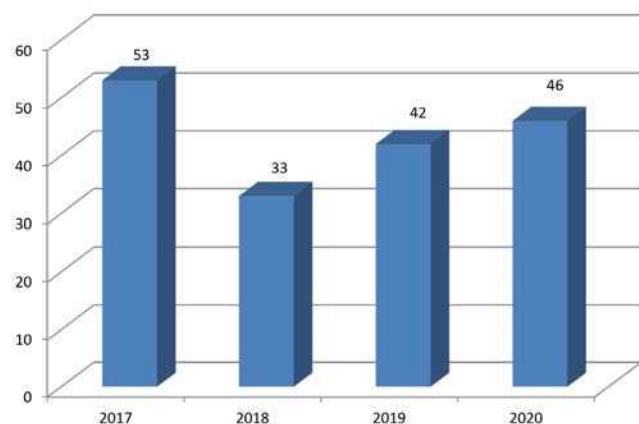


# Community Development - con't

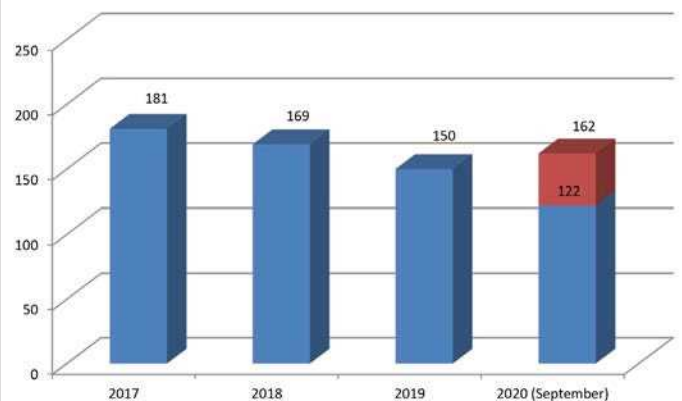
## Major Administrative Approvals - 3rd Quarter 2020

| Proposal                                                                                                                                                 | Applicant                | Case #    | Approval Date |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------|---------------|
| <b>Parker and Pine Subdivision Filing No. 1</b><br><i>* SW corner of Parker Road and Pine Lane</i><br><i>* Subdivision replat</i>                        | EVT Parker Colorado, LLC | SUB18-020 | July 6        |
| <b>Horseshoe Ridge Lot 2, Block 1</b><br><i>* N of Hess Road, W of Motsenbocker Road</i><br><i>* 5,000 sq. ft. multi-tenant commercial building</i>      | Jeanne Shaffer           | SP19-062  | Aug. 5        |
| <b>Heath Court Lot 3</b><br><i>* N of Pikes Peak Avenue, between Pikes Peak Drive and Pine Drive</i><br><i>* 2,109 sq. ft. restaurant/bakery</i>         | Roth Engineering         | SP20-023  | Sept. 9       |
| <b>Parker and Pine Subdivision Preliminary Site Plan</b><br><i>* SW corner of Parker Road and Pine Lane</i><br><i>* Multi-lot commercial development</i> | EVT Parker Colorado, LLC | SP18-047  | Sept. 15      |

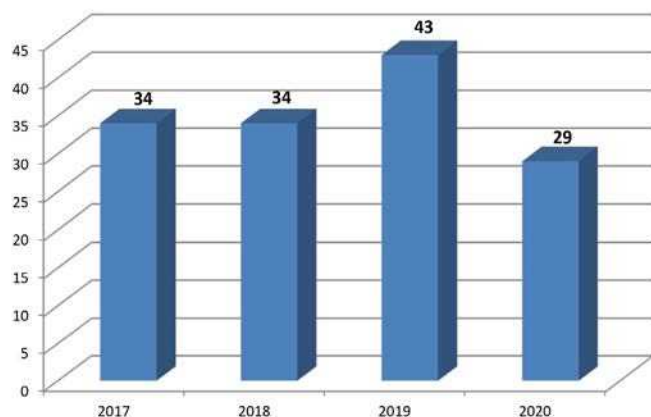
Development Review Submittals - 3rd Quarter



Development Review Submittals\* - Year Total



Development Review Approvals - 3rd Quarter



Year to Date

Projected for 2020

See the Development Tour Map at [www.ParkerOnline.org/Development](http://www.ParkerOnline.org/Development) for information on all projects in Town.

\* Annexation, Site Plan, Subdivision and Zoning





## Cultural Department

### Shows and Events

Between July 1 and Sept. 30, Parker Arts presented the following shows:

- Drive in Series: 17th Avenue Allstars
- Drive-in Series: The Nacho Men
- FACE Vocal Band
- The Amazing Elstrun's Funny Bunny Magic Show
- Colorado Jazz Repertory Orchestra: Return of the CJRO!

We have several other events planned both outdoors and in our theaters between now and the end of

the year, including the weekly "Tacos and Trivia Night" held Tuesdays on the PACE Center patio (pictured below).



### Education

Parker Arts Education wrapped up a challenging, yet successful summer amid the 2020 COVID-19 pandemic. Parker Arts offered a total of 63 camps that serviced 407 summer campers. Staff and contractors conducted camps with strict health guidelines and safety procedures in place to ensure a safe and successful

summer of enrichment for the community.

Once camps concluded in August 2020, Parker Arts Education developed K-5 supplemental programming to correspond with area school hybrid attendance models. Programming included both science and arts, Monday through Thursday, but was met with mild success.

Enrollment has increased for the second session into October, but with all elementary schools expected to go back to in-person learning after fall break, supplemental programming may cease.



### Development

- Members continue to support Parker Arts by renewing their memberships and buying tickets to shows and events that are at the PACE Center, The Schoolhouse, the patio and the plaza.
- Cardel Homes returned this season as our 2020/2021 Season Sponsor.
- Osgood Real Estate, Rocky Mountain Real Estate Advisors and Holiday Inn/Hampton Inn Parker are new sponsors to Parker Arts in 2020. Osgood Real Estate sponsored and will continue to sponsor our Drive-In Series, as well as our five weeks of Tacos & Trivia on the Terrace. Rocky Mountain Real Estate Advisors is sponsoring our Drive-in Series this fall. Holiday Inn/Hampton Inn, Parker sponsors our out-of-town entertainers.
- We welcomed back sponsors Parker Adventist Hospital, Inspiration, Kaufman Family Insurance and Lutheran High School.
- The Faestal Family donated \$10,000 to support our season.

### Facility Rentals

Between the months of July and September, we hosted five socially distanced weddings and two memorial services.

### Outreach/Volunteer Management

We held our first Volunteer Orientation via Zoom with nearly a dozen prospective volunteers interested in learning more about joining our team.



## Engineering and Public Works

### Stormwater Capital Improvement Projects

#### Cherry Creek at KOA

- Channel and bank stabilization from McCabe Meadows Trailhead Parking lot to a point approximately 1,000 feet north

Design for this project has been completed and permitting is currently being finalized with FEMA. Construction is anticipated to commence in December.

#### Brandy Gulch at Looking Glass

- Channel and bank stabilization from the confluence point with Lemon Gulch to a point along Brandy Gulch approximately 2,700 feet west

This project is currently approved with construction pending funding from the developer upon plat recordation. Construction is projected to run from the fourth quarter of 2020 to the first quarter of 2021.

#### Lemon Gulch at Meadowlark

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

This project has been substantially completed and is currently under revegetation monitoring. Additional revegetation efforts will be employed as necessary until permit close-out is achieved.



#### Lemon Gulch at Looking Glass

- Channel and bank stabilization from the Looking Glass property boundary west of Crowfoot Valley Road to a point along Lemon Gulch approximately 4,000 feet southwest

This project is currently in the final stages of design with permitting projected in the fourth quarter of 2020. Construction funding from the developer is anticipated in the fourth quarter of 2020 based on plat recordation resulting in construction projected for the second quarter of 2021.

#### Green Acres Tributary at Compark Village South

- Channel and bank stabilization from a Culvert under E-470 to a point along Green Acres Tributary approximately 4,200 feet southwest

This project is currently approved with construction pending the recordation of plats resulting in a projected construction start in the fourth quarter of 2020.



### Annual Roadway Maintenance Projects

#### Diamond Grind and Joint Seal Program

- Diamond grinding and joint sealing of the Hilltop Road concrete pavement from Parker Road to Narrow Pine Parkway

This project is underway and 25% complete, with an expected final completion by Nov. 1.

#### Concrete Repair

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

This project is underway and about 90% complete. Crews are currently working on collector and local streets.

#### Townwide Slurry/Chip

- Slurry seal and chip seal on local, collector, and arterial streets throughout Town

This project is complete.

#### Roadway Resurfacing

- Roto-milling and resurfacing with new asphalt material on select areas of Dransfeldt Road and Crown Crest Boulevard

This project is complete.



# Engineering and Public Works - con't

## Roadway Capital Improvement Projects

### Cottonwood Drive Widening

- *Jordan Road to Cottonwood Way*

Town Council awarded the construction contract for this project on Sept. 8, and the contractor is anticipating to commence construction in October. Construction will focus on the new Cherry Creek bridge to the south of the existing Cottonwood Drive bridge through the winter. The overall project is anticipated to be completed in late-2021.



### Motsenbocker Road Widening

- *Clarke Farms subdivision to Todd Drive intersection*

The roadway project is complete. The Town median irrigation/landscaping is complete. The shoulder landscaping restoration/installation is substantially complete.

### Motsenbocker/Hess Intersection Improvements

- *Improvements at the Motsenbocker/Hess intersection and widening south*

Project design has commenced. Construction is anticipated in 2021 pending right-of-way/easement acquisitions needed for the project.

### Chambers Road/Grasslands Drive Traffic Signal

- *Installation of a mast arm traffic signal at intersection of Chambers Road and Grasslands Drive*

Construction is underway with the signal anticipated to be operational by late summer.

### Southwest Parker Road/Mainstreet Improvements

- *Widening of turn lane at the southwest corner of Parker Road/Mainstreet*

Design on the project is substantially complete. Construction is anticipated in 2021 pending necessary right-of-way/easement acquisitions.

### Parker Road Sidewalk Project - South

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

Project design has commenced and the Town has received tentative approval for partial State multi-modal funding for this project. An intergovernmental agreement is scheduled to be reviewed by Town Council on Oct. 5 to solidify State funding to allow for construction in 2021.

### Jordan Road/Cottonwood Subdivision Mid-Block Pedestrian Crossing

- *Installation of a mast arm pedestrian hybrid beacon on Jordan Road between the Sandreed Circle and Apache Plume Drive intersections*

Town Council awarded this project at its July 20 meeting, and construction is underway. Improvements are anticipated to be complete by the end of 2020.

### Parker Road Responsive Signal System Improvements

- *Infrastructure improvements needed to implement responsive signal timing on Parker Road*

Phases 1 and 2 of the vehicle counting infrastructure are substantially complete with responsive traffic signal operations in use on Parker Road.

### Kings Point Way

- *Construction for proposed collector roadway on east side of Parker Road between Cottonwood Drive to Aurora Pkwy*

The project was substantially completed in the summer and the Town is currently working to close out this contract. The roadway will remain closed until adjacent development occurs.

### North Parker Road Operational Improvements

- *Traffic and multi-modal operational improvements on Parker Road between Lincoln Ave and E-470*

Project design has commenced.

## Parks and Recreation Improvements

### Auburn Hills Park Project

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

This project (pictured at right) is substantially complete.



### Jordan Road Undercrossing Project

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

Design is underway with construction anticipated in 2021 pending approval of the budget.





## Parks and Recreation



### Day Camp

- In order to provide a service for our community, the Day Camp team created a new program this Fall to assist families impacted with Douglas County's School District Hybrid Learning Program. Campers are able to attend the Parker Fieldhouse Day Camp from 8:30 a.m. to 3:30 p.m. on their at-home learning days. Counselors help keep them on track with their homework/projects and assure they have some social/play time at the Fieldhouse.

### Fitness and Wellness

- During the statewide mask order, the majority of group fitness classes and personal training sessions were moved outside. This allowed for participants to remove the mask while working out and for larger class numbers than what could be accommodated for inside. Classes will be moved inside once the weather turns colder.

### Sports

- Sally Serena took the position of Sports Lead moving on from her positions as Events Lead, MOD at Discovery Park and GSR. She has been with the Town nearly 14 years and we are happy to have her more permanently in the Sports Division!



### Therapeutic Recreation/Active Aging Adults

- As we resumed TR programs in-person we had to make some changes to our operating procedures. Through constant communication with participants and families in our TR Community, participants have been able to take part in modified activities and games while remaining within state and health department guidelines. This cooperation has led to participant program numbers remaining steady compared to previous years. We would like to give a shout out to all the participants that have stuck with us through these interesting times, for their understanding and patience.

### Fieldhouse Turf Replacement

The Parker Fieldhouse had the indoor turf replaced during the annual closure week. The new turf plays and looks great!



# Parks and Recreation - con't

## By the Numbers

**841**

The number of Summer sports participants. (Baseball, Softball and Kinder Sports).

**130**

The number of youth participants who enrolled in Open Play Youth Sports, a new sport option in 2020 for kids who would not have participated otherwise as we had just returned to sport programming.



## Fitness and Wellness

**256**

The number of group fitness classes offered.

**2,203**

The number of participants; equaling an average of 8.6 participants per class.

## Sports

**2,321**

The number of participants enrolled in Spring/Summer 2020 Flag Football, Inline Hockey, Kinder Sports, Soccer and Volleyball.

**940**

The number of registrations transferred from Spring 2020 to Fall 2020.



## Therapeutic Recreation

**65%**

The growth in the Anything Can Happen program participation for this quarter compared to the same quarter in 2019. We believe the rise is due to our increased communication efforts and innovative activities (i.e. STEM, Socials with Food, and Trending Crafts).



## Day Camp

**40**

The number of Campers who participated in our Return to Fieldhouse Summer Half Day Session

**1,800**

The number of youth participants in Fall 2020, with Fall baseball numbers (which is not offered in spring).





## Parker Police



### Rotary Club Resolution of Support

The Rotary Club of Parker presented Chief Jim Tsurapas with a resolution stating their support for the Parker Police Department. They cited our community policing practices, national leadership in law enforcement and policies that ensure fair and respectful interactions with all citizens in the reading at last night's Town Council Meeting.

Thank you for supporting our officers, staff and department.

### Interactive Traffic Map

The Parker Police Department is asking for your help in identifying areas that you would like to see increased traffic education and enforcement.

Visit [www.LetsTalkParker.org](http://www.LetsTalkParker.org) to find our interactive traffic map. On the map, you can place a pin in an area that you would like to see increased education and enforcement and when and where our officers have conducted traffic enforcement.

In August, nine Parker residents reported seeing commercial vehicles drive on Heirloom Parkway, even though it is not a designated truck route. We ran traffic enforcement 14 times and made four traffic stops on Heirloom. Our Officers followed the trucks driving on Heirloom. Most of them went to the construction at the Parker Water facility. Because Heirloom Parkway provides access to the construction site, those vehicles are exempt from the designated truck route.

Our interactive traffic map on Let's Talk Parker creates an easy way for you to provide input into our traffic enforcement efforts. Feedback on this map is used in conjunction with crash and speed data to determine our strategy to keep the roads safe for Parker residents and visitors.

### Upcoming Shred-a-thon Event

Protecting your identity doesn't have to be SCARY! Gather your sensitive paperwork and join us at the Parker Police Department on Oct. 31 for a special Shred-a-thon event. Your confidential information will be shredded by Shred-it, who will ensure your documents are destroyed securely. Shred-it also recycles the shredded paper, which helps the environment.

While the Shred-a-thon service is free, the Parker Police Department welcomes and appreciates donations. All funds collected will be used to support the Parker Senior Center (501c3), which serves nearly 1,000 Parker-area seniors each month.

### Allowable Items

*(Please limit to three copy paper boxes or kitchen garbage bags per person.)*

- Bank statements
- Bills
- Carbon copies of checks
- Credit card offers
- Medical information
- Old checks
- Pay stubs
- Receipts
- Retirement statements

### Prohibited Items

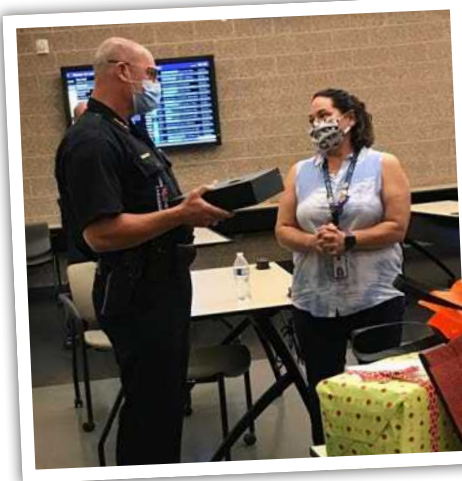
- Aluminum cans
- Newspapers
- Phone books
- Plastic

# Police Department - con't

## Community Response Team Videos

Our Community Response Team (CRT) focuses on residents and calls with potential mental health issues. As the number of individuals facing mental health issues continues to increase throughout the country, we recognize the importance of treating them compassionately to serve them and Parker better.

Officer Trey Biles and Clinician Aisha Henry (pictured top right) are the Parker Police Department's Community Response Team members. If you would like to learn more about our CRT, you can visit our Facebook page (@ParkerPolice) and click on "Videos." Trey and Aisha also share success stories, talk about why the program works for those in crisis and answer community members' questions.



## Thank You, Joy Gay

Joy Gay (pictured bottom left with Chief Jim Tsurapas) retired after serving the Parker Police Department, as well as Lone Tree Police Department, faithfully for the last 13 years as a Volunteer Victim's Advocate.

Joy personally donated thousands of hours to the Parker Police Department being on call, responding to calls for service, and participating in community events. She has provided countless victims and those who experience personal tragedy with professional, compassionate and efficient services during her years with the Police Department. The victim services program would not be successful if it was not for selfless volunteers like Joy who donate their personal time, even in the middle of the night, to work alongside our officers and provide valuable assistance in a time of need.

Thank you, Joy, for your dedicated service!

## Knowing Our Community

Successful policing in the 21st century requires a focus on relationship building within the community. Learning and responding to our community's needs starts with the cultivation of partnerships between community members and our police officers.

To enhance relationship building opportunities, the Town of Parker is divided into three patrol districts, and an officer is assigned to each district during every shift. These officers are assigned to the same district for a minimum of one year, allowing them to learn all aspects of their designated patrol area. Working in the same area for a year provides consistency and increased opportunity for relationship building.

Because the community's needs near Hess Road may differ from Cottonwood's needs, it becomes imperative for officers to know their assigned area and establish communication lines with stakeholders. Talking to residents and business owners to forge partnerships allows our officers to learn about each neighborhood and business community's unique needs.



Getting to know our officers and understanding how much they care about the community builds trust. This trust is the foundation of community policing. This is one of the reasons Parker continually ranks near the top of the list for Colorado's safest cities.



## ***Town Clerk's Office***

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### **Statistics – 3rd Quarter 2020**

#### **Community Event Permits**

- 2016 Total – 63
- 2017 Total – 68
- 2018 Total – 60
- 2019 Total – 74
- YTD 2020 – 41 (26 withdrawn due to COVID-19)

#### **Special Events Permits Processed (Events with Liquor)**

- 2016 Total – 17
- 2017 Total – 33
- 2018 Total – 31
- 2019 Total – 23
- YTD 2020 – 9 (6 withdrawn due to COVID-19)

#### **Active Liquor Licenses**

- 2016 – 96
- 2017 – 97
- 2018 – 107
- 2019 – 117
- YTD 2020 – 117

#### **Open Records Requests**

- 2016 Total – 170
- 2017 Total – 120
- 2018 Total – 119
- 2019 Total – 187
- YTD 2020 – 149

#### **Peddlers and Solicitors Permits**

- 2016 Total – 19
- 2017 Total – 30
- 2018 Total – 18
- 2019 Total – 21
- YTD 2020 – 18





## Request for Town Council Action

**Date:** October 19, 2020

**Submitted By:** Mary Munekata, Senior Planner  
Stacey Nerger, Senior Planner  
Dennis Trapp, Projects Administrator  
John Fussa, Community Development Director

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 3.321.3 - Second Reading**  
**A Bill for an Ordinance to Amend Section 13.02.010 and**  
**Subsection 13.07.140(c) of the Parker Municipal Code**  
**Concerning Dedications for Parks, Trails, Open Space and**  
**Schools**  
**Department: Community Development, Mary Munekata**  
**Community Development, Stacey Nerger**  
**Parks and Recreation, Dennis Trapp**

### **EXECUTIVE SUMMARY**

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The Town of Parker Land Development Ordinance (LDO) requires that new residential development incorporate parks, trails, open space and, where necessary, schools depending upon the nature of the development proposal. The current Parks Dedication Standards (the Standards) for new residential development in Section 13.07.140 of the LDO were adopted in 2001 and updated in 2005. The Standards guide the planning and design of residential development including the total area, in acres, of parks to be dedicated and the type of parks to be created.

Parks, trails and open space are important community assets. It is Town policy that they be incorporated into residential development in order to: promote residential quality of life, supplement the Town park and recreation system and contribute to the preservation of community character. In 2018, the Community Development and Parks and Recreation Departments determined that the Standards were in need of updating.

In 2019, the Community Development and Parks and Recreation Departments commissioned a study to analyze the Standards and provide recommendations for improving them. Staff from both Departments presented the resulting ***Parks Dedication Standards Update Recommendations Report*** (the Report) to Town Council in Fall, 2019 and were directed to confirm Council support by a resolution adopted by Council in December, 2019.

Since then, staff has implemented the Report recommendations until such time as additional Parks Dedication Standards could be prepared and adopted in advance of the LDO

Modernization Project that will continue into 2021. The proposed ordinance implements this approach and will establish updated parks dedication standards including a table of parks amenity options and standards. Residential developers would have to address the updated parks amenity standards in the planning and design of future residential development proposals if the ordinance is adopted.

The following changes have been made to the ordinance between first and second reading for greater consistency with the Parks, Recreation and Open Space Master Plan:

- 1 - Increasing the minimum size of Community-serving parks from 8 to 10 acres and;
- 2 - Establishing the maximum size of Neighborhood-serving parks at 9.99 acres in order to further clarify park types and better distinguish between Neighborhood and Community-serving parks as to the scale and purpose.

## **STAFF RECOMMENDATION**

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Approve

## **BACKGROUND/DISCUSSION**

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The LDO contains Standards in *Section 13.07.140 – Dedications for Parks, Trails, Open Space and Schools* that govern the total area, in acres, of parks required to be designed, constructed and dedicated with new residential development. The Standards currently address the total area of parks that are required to be dedicated, but provide limited guidance regarding the design and amenities for required parks.

The staff of the Community Development and Parks and Recreation Departments coordinate with applicants on the planning and design of required parks with new residential development. Over the years, staff has identified issues with inconsistent park quality outcomes and in 2018 determined there was a need to update the Standards. The Town is currently updating them as part of the LDO Modernization Project to require improved parks with new residential development and better align with the Town's 2018 *Parks, Recreation and Open Space Master Plan* and the *Parker 2035 Master Plan*. However, the early adoption of updated parks dedication standards has been necessitated by continued residential development activity. The ordinance will provide updated guidance to applicants, staff and the public with regard to parks amenities and improvements for new residential development.

The 2019 *Parks Dedication Standards Update Recommendations Report* has been an important interim tool for staff to implement the recommendations for parks amenities and improvements during the development review process. The proposed ordinance will formalize the recommendations as new standards in the LDO. They will provide updated guidance to applicants, staff and the public with regard to park planning and design in connection with residential development proposals. It will also serve as a bridge to the LDO Modernization Project that is on-going and scheduled for completion in late 2021.

Community Development and Parks and Recreation Department staff together with consultant MIG, presented the *Parks Dedication Standards Update Recommendations Report* to Town Council on September 23, 2019. The Council directed staff as follows:

1. Prepare a resolution supporting the *Parks Dedication Standards Update Recommendations Report* to be used in development review on an interim basis until the recommendations are codified in an ordinance.

2. Proceed with updated Parks Dedication Standards including for park amenities and improvements based on the recommendations of the *Parks Dedication Standards Update Recommendations Report*.

The Planning Commission recommended approval of the *Parks Dedication Standards Update Recommendations Report* on November 14, 2019. The Town Council subsequently approved a resolution supporting the *Parks Dedication Standards Update Recommendations Report* on December 2, 2019, consistent with #1 above. Staff has since used this document as a tool to provide updated guidance to applicants for the planning and design of parks in connection with new residential development. The ultimate goal of this effort is to improve the quality of new parks constructed with residential development to ensure they have the amenities and improvements necessary to support local quality of life and the Town-owned parks system.

The proposed ordinance updates the LDO *Section 13.07.140 – Dedications for Parks, Trails, Open Space and Schools* as follows:

- **Clarifies Community-serving parks**, their size requirements and lands that will not be considered for parks dedication (utility easements, public streets, right-of-way, etc.)
- **Clarifies Neighborhood-serving parks**, their size requirements, and lands that will not be considered for parks dedication (utility easements, public streets, right-of-way, etc.)
- **Clarifies required amenities and improvements for all parks**
- **Provides a new table of options for additional amenities** in Neighborhood-serving parks, Community-serving parks and open space. The table is divided into parks amenity categories with various options and requirements from each category depending on the type or size of the park
- **Provides alternative equivalent compliance**, but only if the alternative results in a higher quality park or open space. This option is subject to review by staff and approval by the Town Council as applicable

Additionally, LDO Section 13.02.010 is being amended to align the following definitions with the updated Parks Dedication Standards:

- Open Space
- Park
- Park, Community-serving
- Park, Neighborhood-serving

The Planning Commission unanimously recommended the Town Council approve Ordinance 3.321.3 at its October 8, 2020 meeting.

#### **FINANCIAL IMPACT**

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None



## STRATEGIC GOAL(S)

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INNOVATE WITH  
COLLABORATIVE  
GOVERNANCE



SUPPORT AN  
ACTIVE COMMUNITY



DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH

## ATTACHMENTS

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1. Ordinance No. 3.321.3

## RECOMMENDED MOTION

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I move to approve Ordinance No. 3.321.3 on second reading.

ORDINANCE NO. 3.321.3, Series of 2020

**TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 13.02.010 AND SUBSECTION 13.07.140(c) OF THE PARKER MUNICIPAL CODE CONCERNING DEDICATIONS FOR PARKS, TRAILS, OPEN SPACE AND SCHOOLS**

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

**Section 1.** Section 13.02.010 of the Parker Municipal Code is amended by the addition of the definitions (inserted alphabetically) to read as follows:

*Open space* means public or private land and aquatic areas without visible evidence of residential, commercial or industrial development that are regulated or managed to protect the natural environment and significant cultural, historical, geological and ecological resources. ~~These areas, generally left in a natural state, provide passive recreation and agricultural opportunities, shape the patterns of urban development, provide environmental protection and educational, scientific or aesthetic benefits and may include trail corridors, greenways and undeveloped parks.~~ Such areas may include natural, cultural, and visual resources, trail corridors, community buffers, greenways and environmental hazard areas, such as floodplains and steep slopes.

~~*Parks, developed* means land that is privately or publicly held that has been fully developed for active recreational uses. This land benefits the entire community and meets the demands of the public for outdoor recreational facilities.~~ means public or private land used for active or passive recreational uses that may include facilities for organized activities, including playing fields, playgrounds, and ball courts. Accessory uses may include group picnic shelters, hard-surfaced pathways, restrooms, parking lots, and similar facilities.

*Park, community-serving* means parks providing a variety of recreation opportunities and specialized uses for several neighborhoods or the entire community. These sites may support organized sports, large group gatherings, active and passive uses, and trails, while also providing access to unique landscapes and natural areas. This type of park is referred to as a regional park for purposes of calculating excise taxes and credits in Chapter 4.07.

*Park, neighborhood-serving* means subdivision level or smaller parks providing essential recreation opportunities, play space, and small group gathering space to nearby neighborhoods.

**Section 2.** Paragraph 13.07.140(c)(7), Subparagraphs a. and b. of the Parker Municipal Code are amended as follows, and Paragraph (7) is amended by the addition of a new paragraph (10), to read as follows:

**13.07.140 Dedications for parks, trails, open space and schools.**

\* \* \*

(c) Lands for parks, trails and open space.

\* \* \*

(7) Selection criteria for public parks, open space and trails.

a. Community-serving parks. Land may be considered for acceptance for community-serving park land dedication requirements if the following criteria are met:

\* \* \*

2. Land will not be considered for community-serving park land dedication if it is an exclusive utility or other easement, public street right-of-way or pedestrian walkway required under other regulations or contains topographical or hazardous obstructions that would preclude development as a community-serving park;

\* \* \*

**6. The minimum size of community-serving parks shall be ten (10) acres. The preferred size of community-serving parks is ten (10) to twenty-five (25) acres. A minimum of ninety percent (90%) of the land shall be developable for park uses.**

b. Neighborhood-serving parks. Land may be considered for acceptance for neighborhood-serving park land dedication requirements if the following criteria are met:

\* \* \*

2. Land will not be considered for a neighborhood-serving park land dedication if it is an exclusive utility or other easement, public street right-of-way or pedestrian walkway required under other regulations or contains topographical or hazardous obstructions that would preclude development as a neighborhood-serving park;

\* \* \*

5. The minimum size of neighborhood-serving parks shall be one (1) acre. The maximum size shall be nine and 99/100 (9.99) acres. The preferred size of neighborhood-serving parks is one and one-half (1.5) to five (5) acres. A minimum of ninety percent (90%) of the land shall be developable for park uses.

\* \* \*

(10) Parks and open space amenities. Development subject to parks and open space dedication requirements in this Subsection (c) shall provide amenities such as, but not limited to, benches, play equipment, game courts, and playing fields in accordance with the following standards.

a. Required amenities for all parks. The following amenities are required for all parks regardless of the optional amenities selected from Subparagraph b. below.

1. Landscaping shall be provided for all impervious areas not used for other amenities.

2. Tables and seating shall be provided, such as benches, chairs, picnic tables, and ADA seating.

3. Internal access pathways shall be provided to and between park amenities, parking areas, and the perimeter.

4. Open turf play areas shall be provided.

5. Universal and inclusive play elements shall be provided to accommodate all ages and abilities.

6. Dog waste stations shall be provided at all pedestrian access points into the park, with a minimum of three (3) per park.

7. Trash receptacles shall be provided at all seating areas with a minimum of three (3) per park.

8. All neighborhood parks shall provide a small shelter serving a capacity of between five (5) and ten (10) users.

9. All community-serving parks shall provide:

a) A large shelter serving a capacity of between thirty-one (31) and one hundred (100) users;

b) a loop path with mileage markers;

c) a large destination-scale play area;

d) programmed space;

e) drinking fountains, with one located at each ball field and sports court area;

f) a diamond or rectangular ball field;

g) a minimum of two (2) sport courts;

h) a bicycle rack and bicycle repair station;

i) permanent restrooms shall be provided;

j) barbecues, single or dual with ash disposal; and

k) off-street parking.

b. Table of options for additional amenities. Schedule 13.07.140A below includes the optional amenities for neighborhood parks, community-serving parks, and open space. The table is divided into categories, with various options and requirements from each category depending on the type of park or open space, and in some cases, the size of the park.

1. Cells marked “C” indicate that the amenity is compatible with that type of park or open space.

2. Cells marked “MC” indicate that the amenity may be compatible with that type of park or open space based on park or open space size, demographic need, or topography.

3. Cells remaining blank indicate that the amenity is not appropriate for that type of park or open space and is not allowed.

4. Cells with a cross-reference to another Subsection indicate that the amenity is required pursuant to that referenced section and is not an option that may be chosen to fulfill amenity requirements.

| Schedule 13.07.140A<br>Options for Parks and Open Space Amenities |                           |                              |            |
|-------------------------------------------------------------------|---------------------------|------------------------------|------------|
|                                                                   | Neighborhood-Serving Park | Community-Serving Park       | Open Space |
| Category 1 – Gathering Spaces & Self-directed Group Activities    |                           |                              |            |
|                                                                   | Pick 1                    | Pick 1 from each subcategory | Optional   |
| Gardens                                                           |                           |                              |            |
| Arboreta/decorative garden, irrigated                             | MC                        | MC                           | MC         |
| Community garden/raised garden, irrigated                         | MC                        | MC                           | MC         |
| Gathering and Social Space                                        |                           |                              |            |

| Schedule 13.07.140A<br>Options for Parks and Open Space Amenities |                                       |                                       |            |
|-------------------------------------------------------------------|---------------------------------------|---------------------------------------|------------|
|                                                                   | Neighborhood-Serving Park             | Community-Serving Park                | Open Space |
| Amphitheater                                                      |                                       | MC                                    |            |
| Festival/event space                                              |                                       | MC                                    |            |
| Outdoor nature classroom                                          |                                       | MC                                    | C          |
| Outdoor performance space/stage                                   | MC                                    | MC                                    |            |
| Programmable space (indoor or outdoor)                            | C                                     | See Subparagraph 13.07.140(c)(10)a.9. | C          |
| Seating and tables                                                | See Subparagraph 13.07.140(c)(10)a.   | See Subparagraph 13.07.140(c)(10)a.   | MC         |
| Shelter, small (5-10 users)                                       | See Subparagraph 13.07.140(c)(10)a.8. | C                                     | MC         |
| Shelter, medium (11-30 users)                                     | C                                     | C                                     |            |
| Shelter, large (31-100 users)                                     |                                       | See Subparagraph 13.07.140(c)(10)a.9. |            |
| Shelter, pavilion (more than 100 users)                           |                                       | C                                     |            |
| <b>Interpretive and Placemaking</b>                               |                                       |                                       |            |
| Interactive, functional, or visual art                            | C                                     | C                                     |            |
| Interpretive signage or elements                                  | C                                     | C                                     | C          |
| Site design theme                                                 | C                                     | C                                     |            |
| <b>Outdoor Specialized</b>                                        |                                       |                                       |            |
| Activity hubs (ping pong, foosball, chess table, cornhole, etc.)  | C                                     | C                                     |            |
| Bike park, skills area, or pump track                             | MC                                    | C                                     |            |
| Climbing spire or wall                                            |                                       | C                                     |            |
| Disc golf course                                                  | MC                                    | C                                     |            |
| Dog off-leash area (fenced)                                       | C                                     | C                                     | MC         |
| Horseshoe pit                                                     | C                                     | C                                     |            |
| Skate park                                                        |                                       | C                                     |            |

| Category 2 – Active Uses              |                                              |                                                                                                                 |                                          |
|---------------------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------|------------------------------------------|
|                                       | Pick 2, but only 1 may be from paths, trails | Pick as shown below for each subcategory                                                                        | Pick as shown below for each subcategory |
| <b>Paths, Trails, and Trailheads</b>  |                                              | Pick 1 per acre                                                                                                 | Pick 1 per acre                          |
| Greenway connection or trailhead      | C                                            | C                                                                                                               | C                                        |
| Hard-surfaced multi-use trail         | C                                            | C                                                                                                               | C                                        |
| Internal access pathway               | See Subparagraph 13.07.140(c)(10)a.          | See Subparagraph 13.07.140(c)(10)a.                                                                             | C                                        |
| Loop path (with mileage markers)      | C                                            | See Subparagraph 13.07.140(c)(10)a.9.                                                                           | C                                        |
| Soft-surface jogging/hiking trail     | MC                                           | C                                                                                                               | C                                        |
| Soft-surface equestrian or bike trail |                                              | C                                                                                                               | C                                        |
| <b>Play Space and Equipment</b>       |                                              | Pick 1 per acre from this section, or substitute 1 additional amenity from the sports and fitness section below | Optional                                 |
| Climbing structure or boulders        | C                                            | C                                                                                                               |                                          |
| Nature play features                  | C                                            | C                                                                                                               | C                                        |
| Open turf play area                   | See Subparagraph 13.07.140(c)(10)a.          | See Subparagraph 13.07.140(c)(10)a.                                                                             |                                          |

| Schedule 13.07.140A<br>Options for Parks and Open Space Amenities                                      |                                     |                                                                                           |                    |
|--------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------|--------------------|
|                                                                                                        | Neighborhood-Serving Park           | Community-Serving Park                                                                    | Open Space         |
| Playground, small-scale                                                                                | C                                   | C                                                                                         |                    |
| Play area, large destination-scale                                                                     |                                     | See Subparagraph 13.07.140(c)(10)a.9.                                                     |                    |
| Thematic play features                                                                                 | C                                   | C                                                                                         |                    |
| Universal and inclusive play elements                                                                  | See Subparagraph 13.07.140(c)(10)a. | See Subparagraph 13.07.140(c)(10)a.                                                       |                    |
| Zip line                                                                                               |                                     | C                                                                                         |                    |
| <b>Sports and Fitness</b>                                                                              |                                     | <b>Pick 1 per acre [or 2 per acre if no play space and equipment amenity is provided]</b> | <b>Not allowed</b> |
| Artificial turf field, multi-purpose                                                                   |                                     | C                                                                                         |                    |
| Ball field (baseball, softball, or multi-use)                                                          | C                                   | See Subparagraph 13.07.140(c)(10)a.9.                                                     |                    |
| Field with lighting                                                                                    |                                     | C                                                                                         |                    |
| Outdoor fitness equipment                                                                              | C                                   | C                                                                                         |                    |
| Specialty sport field or stadium                                                                       |                                     | C                                                                                         |                    |
| Sport court (e.g., badminton, basketball, bocce, futsal, pickleball, shuffleboard, tennis, volleyball) | C                                   | See Subparagraph 13.07.140(c)(10)a.9.                                                     | --                 |
| Tournament sports court or multi-court complex                                                         |                                     | C                                                                                         |                    |

| Category 3 – Support Amenities              |                                     |                                       |          |
|---------------------------------------------|-------------------------------------|---------------------------------------|----------|
|                                             | Pick 1 per acre                     |                                       | Optional |
| <b>Support Amenities</b>                    |                                     |                                       |          |
| Barbecues, single or dual with ash disposal | C                                   | See Subparagraph 13.07.140(c)(10)a.9. |          |
| Bike rack and repair station                | C                                   | See Subparagraph 13.07.140(c)(10)a.9. | MC       |
| Dog waste station                           | See Subparagraph 13.07.140(c)(10)a. | See Subparagraph 13.07.140(c)(10)a.   | MC       |
| Drinking fountain                           | C                                   | See Subparagraph 13.07.140(c)(10)a.9. |          |
| Parking, off-street                         | MC                                  | See 13.06.050                         | MC       |
| Parking, on street                          | C                                   | C                                     | C        |
| Restroom, portable (screened)               | MC                                  | C                                     | MC       |
| Restroom, permanent (full or vault)         | C                                   | See Subparagraph 13.07.140(c)(10)a.9. | MC       |
| Signage (identification)                    | See Subparagraph 13.07.140(c)(10)a. | See Subparagraph 13.07.140(c)(10)a.   | MC       |
| Trash receptacles                           | See Subparagraph 13.07.140(c)(10)a. | See Subparagraph 13.07.140(c)(10)a.0  | MC       |

| Category 4 – Specialized Facilities |          |        |          |
|-------------------------------------|----------|--------|----------|
|                                     | Optional | Pick 1 | Optional |
| <b>Aquatics and Water Access</b>    |          |        |          |
| Splash pad or water play feature    | C        | C      |          |
| Swimming pool                       | C        | C      |          |
| <b>Indoor Facilities</b>            |          |        |          |

| Schedule 13.07.140A<br>Options for Parks and Open Space Amenities |                              |                           |            |
|-------------------------------------------------------------------|------------------------------|---------------------------|------------|
|                                                                   | Neighborhood-Serving<br>Park | Community-Serving<br>Park | Open Space |
| Activity building/clubhouse                                       | C                            | MC                        |            |
| Environmental education center                                    |                              | MC                        | MC         |
| Recreation center or fieldhouse                                   |                              | MC                        |            |

**c. Calculation of required amenities per-acre. Where Schedule 13.07.140A above requires the provision of one (1) or two (2) amenities per acre, the number of amenities required shall not be based on any fractions of an acre. For example, where Schedule 13.07.140A requires one (1) amenity per acre, and a park includes two and three-fourths (2.75) acres of land, two (2) amenities (not three (3)) will be required.**

**d. Alternative equivalent compliance. The Planning Director may allow alternatives to the requirements in Schedule 13.07.140A above with approval by the Parks and Recreation Department, and where an applicant achieves a higher quality while meeting the intent of these standards. Alternatives may include adjustments to the types of amenities provided or the number of amenities required. Under either scenario, the applicant shall clearly demonstrate how such alternatives meet the intent of the Land Development Ordinance and result in a higher quality park or open space.**

**e. Installation and maintenance. All amenities included in provided parks and open space shall be installed, irrigated and maintained in accordance with the Town standards and specifications in coordination with the Parks and Recreation Department.**

**Section 3.** Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

**Section 4.** Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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



INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_ day of \_\_\_\_\_,  
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



## Request for Town Council Action

**Date:** October 19, 2020

**Submitted By:** Jamie Wynn, Assistant Town Attorney  
John Fussa, Community Development Director

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 9.318.1 - Second Reading**  
**A Bill for an Ordinance to Repeal Ordinance No. 9.318, Series of 2020, "A Bill for an Ordinance to Approve 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"**  
**Department: Town Attorney, Jamie Wynn**  
**Community Development, John Fussa**

### EXECUTIVE SUMMARY

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This Ordinance will repeal Ordinance No. 9.318, concerning the Community Development Block Grant Intergovernmental Agreement ("CDBG IGA").

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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On July 6, 2020, the Town Council approved Ordinance No. 9.318, accepting the CDBG IGA with Douglas County, which committed the Town to participate as a unit of local government in the CDBG program for the fiscal years 2021 - 2023. The Federal Department of Housing and Urban Development (HUD) rejected the CDBG IGA previously approved by Town Council and submitted required amendments. Town Council has declined to accept HUD's amendments. Therefore, staff is recommending repeal of Ordinance No. 9.318.

### FINANCIAL IMPACT

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None.

### STRATEGIC GOAL(S)

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### ATTACHMENTS

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1. Ordinance No. 9.318.1

**RECOMMENDED MOTION**

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I move to approve Ordinance No. 9.318.1 on second reading.

**ORDINANCE NO. 9.318.1, Series of 2020**

**TITLE: A BILL FOR AN ORDINANCE TO REPEAL ORDINANCE NO. 9.318, SERIES OF 2020, "A BILL FOR AN ORDINANCE TO APPROVE 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"**

WHEREAS, on July 6, 2020, the Town Council of the Town of Parker adopted Ordinance No. 9.318, Series of 2020, "'A Bill for an Ordinance to Approve 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;" and

WHEREAS, the Town Council desires to repeal Ordinance No. 9.318, Series of 2020.

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

**Section 1.** The Town Council of the Town of Parker hereby repeals Ordinance No. 9.318, Series of 2020.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_\_ day of \_\_\_\_\_, 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



## Request for Town Council Action

**Date:** October 19, 2020

**Submitted By:** Jim Prior, Commander

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 1.546 - Second Reading**  
**A Bill for an Ordinance to Approve the Douglas County Impact Unit (IMPACT) Collaborative Investigation Unit Memorandum of Understanding Among the Douglas County Sheriff's Office, Town of Parker, City of Lone Tree and Town of Castle Rock**  
**Department: Police, Jim Prior**  
**Town Attorney, Jamie Wynn**

### EXECUTIVE SUMMARY

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The Town entered into an Intergovernmental Agreement (IGA) with the Douglas County Sheriff's Office to make available an officer to function as a member of their Impact Unit; a multi-organizational team that was created to distinctively address hard to solve crimes that are committed by semi-organized, habitual or career criminals who commit crimes with a repeat or "pattern" in Douglas County. Additionally, the Impact Unit addresses quality of life issues, emerging crime trends and identifies problem areas throughout Douglas County.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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The Impact Team is a multi-jurisdictional team consisting of one Douglas County Sheriff's Office Sergeant, four Douglas County Sheriff's Deputies, one Parker Police Detective, one Lone Tree Police Detective, and one Castle Rock Police Detective. The individuals selected for this team are highly motivated and have demonstrated a proactive approach to problem solving and preventing crime. The unit works with crime analysts and intelligence officers from Metro-area law enforcement agencies to learn about emerging crime trends and to develop suspect leads. This team has a wide range of specialized law enforcement skills, to include computer and fraud crimes, street narcotics dealing, felony investigations, and undercover operations. Since its inception, the unit has been tremendously successful, catching hundreds of criminals in the act and solving cases that may otherwise have gone unsolved. The Impact Team works closely with the property crimes detectives within the Douglas County Sheriff's Office, the Parker Police Department, the Lone Tree Police Department, and the Castle Rock Police Department because most of the pattern crimes are property related felony crimes or narcotics enforcement.

The philosophy of the Impact Team is to address quality of life issues and crime reduction through highly proactive policing, using crime analysis data and directed enforcement following creative problem oriented policing strategies.

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**FINANCIAL IMPACT**

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None.

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**STRATEGIC GOAL(S)**

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PROMOTE A SAFE AND  
HEALTHY COMMUNITY



INNOVATE WITH  
COLLABORATIVE  
GOVERNANCE

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**ATTACHMENTS**

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1. Ordinance No. 1.546

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**RECOMMENDED MOTION**

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I move to approve Ordinance No. 1.546 on second reading.

ORDINANCE NO. 1.546, Series of 2020

**TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE DOUGLAS COUNTY IMPACT UNIT (IMPACT) COLLABORATIVE INVESTIGATION UNIT MEMORANDUM OF UNDERSTANDING AMONG THE DOUGLAS COUNTY SHERIFF'S OFFICE, TOWN OF PARKER, CITY OF LONE TREE AND TOWN OF CASTLE ROCK**

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

**Section 1.** The Town Council of the Town of Parker hereby approves the Douglas County Impact Unit (IMPACT) Collaborative Investigation Unit Memorandum of Understanding among the Douglas County Sheriff's Office, the Town of Parker, the City of Lone Tree, and the Town of Castle Rock, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 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**



**Douglas County Impact Unit  
(IMPACT)  
Collaborative Investigation Unit**

**MEMORANDUM OF UNDERSTANDING**

*(November 14, 2019)*

**DOUGLAS  
COUNTY IMPACT  
UNIT**

**MEMORANDUM OF  
UNDERSTANDING**

This Memorandum of Understanding (MOU) is being executed by the below-listed agencies in connection with Douglas County Impact Unit (IMPACT) of Douglas County. This MOU formalizes the participation of the below-listed agencies in IMPACT, which was established September 2006 as a Pattern Crimes Unit (PCU) and upgraded to include Narcotic Investigations in November 2012.

This MOU is entered into by the following law enforcement agencies:

- Douglas County Sheriff's Office (DCSO)
- Parker Police Department (PPD)
- Lone Tree Police Department (LTPD)
- Castle Rock Police Department (CRPD)

**1. PURPOSE:**

The purpose of this MOU is to establish a collaborative multi-agency investigative unit to target criminal offenses, behaviors and street level narcotic trafficking based on repeated patterns and Modus-Operandi (M.O.). The unit will be titled "Douglas County Impact Unit" and henceforth be referred to as IMPACT. This MOU will formalize the agreement between the participating agencies as it relates to the unit.

**2. MISSION:**

The primary mission of IMPACT will be to target and apprehend those individuals who are committing criminal offenses and/or trafficking in illegal drugs or narcotics within Douglas County and its municipalities. The participating agencies, with the concurrence of DCSO, PPD, LTPD, and CRPD division commanders, division supervisors, detectives, and crime analysts will identify those individuals who are involved in criminal acts with a repeat or "pattern" Modus- Operandi in Douglas County or connecting jurisdictions where there is a direct link to Douglas County. This may include any crime type, which may have a direct impact to the safety or quality of life in the community. The Commander of IMPACT will designate other specific missions as appropriate.

**3. DEPUTATION:**

The Sheriff will deputize each IMPACT officer assigned for jurisdictional purposes only (non-DCSO law enforcement agency officers), exclusively to accomplish the mission and goals of IMPACT. Such deputation shall not be construed to create any employment relationship or contract for employment between the assigned officer and the DCSO and provisions of C.R.S. 30-10-506 shall in no way apply to the revocation of such deputation status. This deputation of an IMPACT officer will occur upon their official assignment to IMPACT and be revoked upon removal from

IMPACT, or at the discretion of the Sheriff at any time. A DCSO badge with the IMPACT members OSN will be issued upon assigned.

#### **4. NARCOTIC INVESTIGATIONS:**

IMPACT will target street level narcotic trafficking based on repeated patterns and Modus-Operandi and will assist with large scale investigations as needed. This portion of the MOU will formalize the agreement between the participating agencies as it relates to more effectively and efficiently impacting the drug problem and related crimes impacting Douglas County and its municipalities. The objectives or goals of IMPACT narcotic investigations will be:

- Decrease the availability of illegal drugs in Unincorporated Douglas County and the municipalities of Parker, Castle Rock and Lone Tree.
- Provide a deterrent to trafficking of illegal drugs by increasing the risk of detection, apprehension, prosecution and conviction.
- To decrease the profitability of drug trafficking through seizing and forfeiting illegally obtained items and currency.
- To coordinate and cooperate with other local, state and federal agencies to help reduce drug availability on a state, multi-state, and national level.

IMPACT will accomplish these goals by targeting street, mid and major levels of drug traffickers. This includes working with federal, state, and local drug efforts to enhance combating the drug trafficking problem locally, regionally, and nationally by sharing information and working cooperatively with other drug entities to target, investigate, disrupt and or dismantle drug trafficking organizations and reduce the amount of repeated crimes generally associated with narcotic trafficking, to include, all property crimes, robberies and assaults.

#### **5. SUPERVISION:**

The IMPACT Unit will be directly supervised by a Sergeant of the DCSO Highlands Ranch Division henceforth identified as the "first-line supervisor" and commanded by a Lieutenant of the DCSO Highlands Ranch Division. This Commander will be henceforth identified as the Special Investigation Section (SIS) Commander. The first-line supervisor will be assigned by the Command Staff of the DCSO. The IMPACT Executive Board may assign a second Sergeant to IMPACT and they will be selected by Command Staff of that specific Police Department and each first line Supervisor will be reaffirmed by IMPACT Executive Board on an annual basis. The first line supervisor shall hold the rank of Sergeant and have administrative and operational authority of the IMPACT in the absence of the SIS Commander. The IMPACT Sergeant(s) and, if assigned, Corporal will supervise the operational aspects of day-to-day operations.

#### **6. COMMANDER:**

The SIS Commander will be assigned by the DCSO Command Staff and ratified by the IMPACT Executive Board. The IMPACT Executive Board will reaffirm the command appointment on an annual basis, at the first Executive Board's meeting of the calendar year. This position shall hold the rank of Lieutenant or above and have administrative and operational authority over IMPACT.

The SIS Commander will maintain a cohesive communication network between Command Staffs of the DCSO, PPD, LTPD, and CRPD offices and facilitate the flow of relevant information to IMPACT Advisory members and the Executive Boards.

The SIS Commander will be responsible for the administrative aspects and final approval of all special operations and investigations. Meetings to review specific investigations, crime-trends, incidents or other specific concerns can be called by any participating agency's command staff or supervisor.

## **7. IMPACT OFFICERS:**

Each participating agency will assign at least one (1) officer or deputy on a full-time basis to IMPACT. The officers will be based out of a primary location agreed upon by all participating agencies. IMPACT personnel will report to the IMPACT first line supervisor for day-to-day operations. Team or group composition will be comprised of members from all participating agencies. The participating agencies will assign officers or deputies that are certified police officers and that have obtained a satisfactory performance evaluation in their last review. It is recommended that the assigned officer or deputy have at least two (2) years of patrol or investigative experience. Based on the expertise required to conduct complex investigations, it is recommended that each agency commit its officers and deputies assigned to IMPACT for a minimum of three (3) years.

Any agency who cannot assign a full-time officer to IMPACT but supports the mission of IMPACT by providing support and/or funding and is a signatory to the IMPACT Memorandum of Understanding (MOU) will be considered a contributing agency as defined on page 8; section 16.

## **8. SCHEDULE WORK HOURS:**

The normal work hours of IMPACT will be a four-day work week at a minimum of ten hours per shift. The weekly schedule will be at the discretion of the first-line supervisor and/or SIS Commander and is subject to change per the needs, events or circumstances that IMPACT is involved or assigned. IMPACT officers and supervisor are "subject to call-out" for narcotics related investigations within unincorporated Douglas County and the municipalities of Lone Tree, Castle Rock and Parker. It is agreed that flexibility in working covert narcotics operations is a necessity. The IMPACT Sergeant and/or SIS Commander will have the authority to establish work hours and work weeks as dictated by investigations.

Any IMPACT assigned personnel will follow the Policies & Procedures and Standard Operation Procedures of the Douglas County Sheriff's Office for work hours, time off and Fair Labor and Standards Act (FLSA). Changes from a normal work week and/or hour that conflict with home agency policies must be brought to the attention of the SIS Commander. The weekly schedule will be a specified 4/10 consecutive day work schedule with the emphasis placed on the days of the week and hours of the day where pattern crimes are prevalent.

Any overtime must be paid by the participating agency. Each participating agency is ultimately responsible for monitoring and setting notification and or limits for its assigned officer's use of

overtime as it pertains to its particular budget. The IMPACT Sergeant and or SIS Commander shall be advised of any restrictions on overtime usage, so that it may be factored into the operational schedule.

## **9. EQUIPMENT:**

Each participating agency is required to supply their respective IMPACT personnel with equipment normally utilized by law enforcement officers. Each participating agency is responsible for the security and inventory of their equipment. Such equipment may include, but is not limited to:

- Authorized weapons
- Less-lethal tools
- Handcuffs
- Body armor
- Ballistic helmet
- Police radio (compatible with the system utilized by DCSO)
- Vehicle\*
- Smartphone
- Laptop computer

IMPACT may supply specialized equipment such as undercover electronics, computers, and cameras as the IMPACT budget allows.

Impact will provide a standardized uniform for tactical operations consisting of a long sleeve shirt with "SHERIFF" on the back and sleeves which will easily identify the members as law enforcement officers. Additionally, Impact will provide BDU style tactical pants and an Impact raid jacket also with the words "SHERIFF" on the sleeves.

## **10. VEHICLES: \***

The Sheriff of Douglas County and the Chief(s) of Police for the Town of Parker, City of Lone Tree and Town of Castle Rock authorize the deputies or participating officers to use its own department or agency vehicle for the furtherance of the mission of IMPACT in compliance with its own existing department and agency guidelines. Each agency is responsible for providing a vehicle(s) for each of their assigned officers, maintain such vehicle(s) in safe working condition and provide liability insurance on the agency-owned vehicle(s) as required by State law. This should be a "soft vehicle", not distinguishable as a police vehicle.

The officer's home agency shall accept financial responsibility for any damages to a vehicle(s) assigned to its employee. Any pool vehicles assigned to IMPACT will be titled to the agency of ownership and that agency will provide maintenance and liability insurance on the vehicle(s).

Based on the operations of the IMPACT it may become necessary for officers to operate vehicles that are owned or leased by an agency other than the officer's home agency. This includes, but not limited to, the operation of pool vehicles, the Clan Lab truck, surveillance platforms, and temporary use of another member's vehicle based on an undercover or emergency situation.

**All participating agencies agree to carry the following insurance coverage:**

**Commercial Automobile Liability** insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence with respect to each AGENCIES owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision.

**Collision and Comprehensive** insurance with minimum limits of not less than \$100,000 for auto physical damage with respect to each agency's owned, hired and non-owned vehicles assigned to or used in performance of the services.

Each of the assigned personnel of the IMPACT Unit will follow the Policy & Procedures of the Douglas County Sheriff's Office vehicle policies for reporting an accident or incident and facilitating the necessary repairs.

## **11. TRAINING AND TRAVEL:**

All travel on behalf of IMPACT will be approved by the participating agency command staff or designee and will not be the responsibility/authority of the IMPACT first-line supervisor or SIS Commander. All Per Diem, lodging and other miscellaneous expenses shall be the responsibility of each individual participating agency unless expenses have been approved with funding through the IMPACT Asset Forfeiture Board (for State funds), or the Douglas County Asset Forfeiture Board (for Earmarked IMPACT Federal Funds).

## **12. POLICY AND PROCEDURES:**

IMPACT and participating agencies recognize that there is a danger inherent in the inconsistent application of policies and procedures pertaining to use of firearms or other high-risk activities. Each participating officer or deputy shall adhere to the Policy & Procedures of their home agencies, including but not limited to, use of firearms, use of force, vehicle pursuit policies, and the mandatory training and qualification courses for the use of firearms by their home agencies. Each participating officer from PPD, CRPD and/or LTPD will receive a commission as a Deputy from the Sheriff of the DCSO. The officer(s) will be sworn in by the Sheriff prior to starting their assignment with IMPACT, which will include full authority to enforce all state and local laws and ordinances within Douglas County. Officers receiving this commission will have this authority only while serving in their official capacity with IMPACT and their commission will expire immediately upon their removal from IMPACT or their individual department's withdrawal from the IMPACT.

All officers assigned to IMPACT will receive access to an electronic copy of the DCSO Policy and Procedure manual and the SOP Investigation & Patrol manuals which they will be required to review and remain in full compliance while assigned to IMPACT. Violations of the DCSO P&P or SOP's will be brought to the attention of the SIS Commander as well as the affected member's agency. Complaints or other potential adverse action against a member of IMPACT shall also be brought to the attention of the SIS Commander and the affected member's agency.

### **13. TACTICAL TRAINING:**

All officers assigned to IMPACT shall be qualified on any weapons that they are authorized to carry. It is the responsibility of the home agency to maintain and record assigned personnel's training and qualifications.

Any less lethal tool carried and/or utilized by an assigned officer must be approved by the home agency for use during the assignment to IMPACT. Notification of the use of less lethal force used by a participating member will be made by the SIS Commander to the home agency.

It is acknowledged that IMPACT may conduct group/team training. This training may involve the use of live fire drills (simunition) and use of a shoot house. Any of this training will be under the supervision of a certified range instructor. A lesson plan will be completed and forwarded to each participating agency at the completion of the training. Trainings may also include other law enforcement groups to enhance working relationships and cohesive fieldwork.

### **14. IMPACT EXECUTIVE BOARD:**

An Executive Board will be established to oversee the mission of IMPACT. Membership will consist of the Executive Officer of each participating or contributing agency. The Executive Officer may appoint a designee to attend in his/her place at the scheduled meetings and this designee can vote as this Executive Officers "proxy." The Douglas County Sheriff shall serve as the Chairperson of the IMPACT Executive Board. The duties of the Chairperson shall be carried out by the Sheriff or by his designee to the Board when the Sheriff is absent. The Chairperson also serves as the signatory on any documents from the collective board and as the Authorized Official for any grants application and required reports.

The IMPACT Executive Board will be responsible for the following:

1. Addressing any issues of mutual concern to the participants of IMPACT. This may include budget matters, matters of policy & procedure and future planning for IMPACT.
2. Meeting annually to mutually agree upon project goals and objectives for the coming year.
3. Meeting on a quarterly basis to review IMPACT operations, handle issues that may arise and assess the progress of the IMPACT Unit. The SIS Commander will brief the Board on relevant issues.
4. Forming an IMPACT Advisory Board, which may meet every month that the IMPACT Executive Board does not meet, in order to receive monthly reports regarding the on going IMPACT mission. The IMPACT Advisory Board will assist the SIS Commander with identifying immediate needs, issues or concerns impacting the communities served by IMPACT. The IMPACT Advisory Board will consist of management level supervision from all IMPACT participating and contributing agencies.
5. Resolving any interagency conflicts that may arise during the operation of this collaborative investigative unit.
6. A quorum of 60% shall be required for any business that requires a motion and vote. The IMPACT Executive Board shall not transact business unless a quorum is present. In all matters requiring a motion and vote of the IMPACT Executive Board, a simple majority shall prevail. In the case of a tie vote the motion will be tabled and can be revisited at the next scheduled meeting. Any business conducted by email requires a quorum by



- members of the Executive Board to any action on the matter of business emailed.
7. Pursuant to Section 16-13-702, C.R.S., and the Committee on Disposition of Forfeited Property, the IMPACT Asset Forfeiture Board shall oversee the use of any State asset forfeiture funds. The IMPACT Asset Forfeiture Board is comprised of the members of the IMPACT Executive Board as well as the District Attorney (or his/her designee) and “*a representative of the governmental body having budgetary authority over the seizing agency*” which is typically a member of the Board of County Commissioners. The IMPACT Asset Forfeiture Board shall make appropriate decisions regarding the utilization of IMPACT State asset forfeiture monies. ~~seized assets~~. Douglas County SOP INV-G-412(III)(B) will be followed.
  8. The Chair, by signature, may enter into agreements on behalf of the Board, such as a grant.

#### **15. PARTICIPATING AGENCY:**

A "participating agency" is any law enforcement agency within Douglas County that provides an officer or deputy on a full-time basis to IMPACT and is a signatory to the IMPACT Memorandum of Understanding (MOU). Each participating agency is allowed one voting member on the IMPACT Executive Board, regardless of the number of employees the agency has assigned to IMPACT. In addition to pattern crimes services, each participating agency shall have IMPACT services on clandestine drug labs, marijuana grows, undercover narcotics operations, narcotics tip/information investigations and felony drug possession and distribution case filing/investigations.

#### **16. CONTRIBUTING AGENCY:**

A "contributing agency" is any law enforcement agency that provides only funding to IMPACT and is a signatory to the IMPACT Memorandum of Understanding (MOU). Each contributing agency is allowed one voting member on the IMPACT Executive Board. Each contributing agency may request IMPACT services on clandestine drug labs, marijuana grows, undercover narcotics operations, narcotics tip/information investigations and felony drug distribution case filings/investigations. These services may be provided to a contributing agency by IMPACT as resources are available.

#### **17. FINANCIAL OPERATIONS:**

The IMPACT may be funded by contributing funds from participating and contributing agencies, and by monies received through forfeited property or assets, grants, applicable drug surcharges, agency contributions, restitution, or any other non-forfeiture funding. All agents and supervisors are fully funded FTE whose salaries, benefits and overtime are paid for by each home agency. Therefore, these expenditures are not included in the day-to-day operational IMPACT budget of the DCSO Highlands Ranch Division. The IMPACT accounts are held in separate accounts managed by the DCSO Budget Manager, who will adhere to the DCSO Budget and Logistic Policy and Procedure; P&P-B-121.

The daily management of specific Operation Account may be delegated by the Sheriff to the SIS Commander. Three separate accounts shall be maintained based upon funding sources, 1. Federal

Forfeiture. 2. State and Local Forfeiture. 3. Operations, which would include, but not omitted to, funding from applicable drug surcharges, agency contributions, restitution, or any other non-forfeiture funding. All monitoring and evaluation of the financial operations shall be conducted by the DCSO. DCSO SOP INV-G-412 will be followed.

## **18. RECORDS/MEDIA INFORMATION:**

### **A. RECORDS:**

Officers of IMPACT will comply with intelligence sharing protocols and mandates of CCIC/NCIC, CLEIN, RMIN, 28 CFR, Deconfliction (Watch Center), and other entities. All incident/offense reports and criminal investigations assigned to IMPACT, will maintain the originating agency case number. Any additional reports, felony filings, progress reports and or documentation connected to the original CR number will be forwarded to that agency for retention. IMPACT will not be the records keeper for the participating or contributing agencies. In the event of evidence retention and or testing by DCSO Crime Lab, a DCSO case number shall be pulled and attached to the original case, in order to enter the evidence into the DCSO evidence retention data base (Beast System). All narcotic or suspected illegal drug evidence requiring forensic testing by the DCSO Crime Lab, or evidence retained in the DCSO Ev-Tech building or Impound Yard, shall require a DCSO number.

### **B. MEDIA INFORMATION RELEASE POLICY:**

Each agency agrees to abide by the DCSO policy regarding the release of information to the media. Each agency agrees to provide a Public Information Officer (PIO) or other personnel authorized to communicate with the media upon request of the SIS Commander, or designee, for incidents or investigations involving IMPACT activity within the home agency's jurisdiction.

### **C. EXAMINATION OF RECORDS:**

Each agency agrees that any duly authorized representative of any participating or contributing agency, including any auditor or other financial representative of such agency shall, until the expiration of three (3) years after the final termination of this MOU, have access to and the right to examine any directly pertinent books, documents, papers, records and data of any agency involving transactions related to this MOU.

### **D. CONFIDENTIAL INFORMATION; OPEN RECORDS:**

No agency shall at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information concerning any matters which are not subject to public disclosure, including without limitation police records or medical records of or pertaining to persons dealt with under this MOU and other privileged or confidential information. The agencies shall comply with all applicable state or federal laws and requirements pertaining to maintenance and disclosure of personal, criminal justice, medical or health records or data, including but not limited to the Colorado Open Records Act, the Colorado Criminal Justice Records Act, the Federal Freedom of Information Act (FOIA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Such records or data may be in hardcopy, printed, digital or electronic format.

### **E. EVIDENCE RETENTION:**

Any evidence seized by IMPACT, may be maintained in the originating jurisdiction within Douglas County where the crime occurred. Evidence involving cases not within Unincorporated Douglas County, but within the jurisdictions of CRPD, LTPD or PPD may be retained at the DCSO Evidence Section with the approval of the first-line supervisor and/or the SIS Commander. All illegal narcotics and or drugs that are submitted to the DCSO Crime Lab for testing by the CSI Chemist shall be retained at the DCSO Evidence Section for the duration of the investigation. All evidence retained at DCSO will be packaged, documented and stored in compliance with DCSO policies and SOP's.

#### **19. MEDICAL SCREENING FOR PERSONNEL ASSIGNED TO CLANDESTINE METHAMPHETAMINE LABORATORIES AND MARIJUANA GROWS:**

One of the duties of an officer assigned to IMPACT is the closing and processing of clandestine methamphetamine laboratories and/or marijuana cultivations. Upon assignment to IMPACT, the SIS Commander will provide, and coordinate a **baseline, annual and exit**, medical screening for officer(s) assigned. This will be paid from the IMPACT Operating funds and managed through DCSO Professional Standards. A copy of the medical records will be provided to each participating agency.

Each participating agency is responsible for maintaining all records associated with these medical screenings. DCSO and IMPACT do not retain any copies of files on officer's medical screenings, other than those officers who are DCSO members, based on confidentiality. The IMPACT Sergeant and or SIS Commander will insure that each officer has completed the initial training for law enforcement officials on clandestine methamphetamine labs and or marijuana cultivations, as well as the required refresher courses.

#### **20. TERMINATION OF PARTICIPATION:**

Participation in IMPACT by a participating or contributing agency shall continue until termination of such participation is formally announced in written form. Member agencies agree that such written notice shall be provided to the SIS Commander and the IMPACT Executive Board, when possible, thirty days prior to the termination of participation. This MOU will remain in effect until terminated by the Chiefs of Parker, Lone Tree, Castle Rock Police Departments and the Sheriff of Douglas County.

Any Executive Officer participating in IMPACT may terminate their participation at will by delivering a written notice. It is understood that the termination of this agreement by any one of the participating or contributing agencies will have no effect on the agreement between the other agencies.

In the event a participating or contributing agency ends its active participation in IMPACT, all IMPACT assets either titled, stored, or housed at that agency will be returned to IMPACT. An agency leaving IMPACT shall have no claim to existing IMPACT assets regardless of that agency's level of participation or contribution.

#### **21. DISPOSITION OF ASSETS UPON DISSOLUTION OF IMPACT:**

Any agency-donated equipment may be returned to the donating agency. Any IMPACT financial assets (monies) deposited at the time of this agreement will be documented so that the appropriate percentage of value at the time of the deposit may be allocated back to the participating or contributing agency to equal the original percentage of financial deposits made. All accounts will be managed in a manner in which a fair and equitable disposition of financial asset can be made at any time. The IMPACT Executive Board, after all outstanding obligations have been satisfied, will determine the division of liquidated assets.

## **22. ASSET FORFEITURE:**

All participating and contributing agencies agree that assets/moneys/property forfeited and received as a direct or indirect result of a criminal investigation of IMPACT will be utilized primarily for the continued funding of IMPACT. Funds may also be utilized as matching funds or contributing funds for grant requirements to further the continued existence of the IMPACT Unit.

IMPACT will comply with the U.S. Department of Justice's requirements for the equitable sharing of federally forfeited property for state and local law enforcement agencies pursuant to Section 16-13-702, C.R.S., the Committee On Disposition of forfeited Property and will follow the guidelines of this MOU as outlined under EXECUTIVE BOARD Section 14; items 1-8.

## **23. GENERAL PROVISIONS AND REVIEW:**

- o Signatories to this MOU shall include executive representatives of the participating law enforcement agencies, who have been given signatory privilege by their respective elected body.
- o This MOU shall become effective from the date that it has been signed by all participating agency representatives.
- o In the first quarter of each calendar year the signatories agree to conduct an annual review of the results and consequences of their cooperation under this MOU and, when appropriate, consider the need for improvements in their cooperation and make suitable proposals for modifying and updating the arrangements and scope of this MOU. The IMPACT Executive Board will review this MOU every (4) four years.
- o Amendments to this MOU shall be implemented by a majority vote of the Executive Board.
- o No amendment to this MOU shall enter into force until all members of the Board have signed it, and any such amendment shall enter into force on the date that the last signature has been obtained.

## **24. MUTUAL BENEFITS TO PARTIES; CONSIDERATION:**

Consideration for this MOU shall be non-monetary and shall consist of cost savings, enhanced operational efficiency and other mutual benefits to the parties and enhanced public safety and improved law enforcement activity in Douglas County through the cooperative efforts of the agencies under this MOU.

It is understood and agreed that any payment obligation of any of the agencies hereunder, whether direct or contingent, and for any claimed purpose whatsoever, shall extend only to funds appropriated by the

governing body of such agency, encumbered for the purpose of the MOU and paid into the treasury of the agency. Each agency acknowledges that no agency by this MOU irrevocably pledges present cash reserves for payments in future fiscal years and this MOU is not intended to create a multiple-fiscal year direct or indirect debt, or financial obligations of any agency.

## **25. STATUS OF AGENCIES:**

It is understood and agreed by and among the agencies that each agency's employees shall remain employees of that agency at all times and for all purposes, notwithstanding any employees assignment to work outside the jurisdiction of the agency, and is not intended, nor shall it be construed, that any agency or any officer, employee or agent of such agency is an officer, employee, loaned employee or agent of any other agency for purposes of unemployment compensation, workers' compensation, governmental immunities and protection provided by the Colorado governmental Immunity Act, C.R.S., 24-10-101, et seq, for any other purpose whatsoever.

## **26. WHEN RIGHTS AND REMEDIES NOT WAIVED:**

In no event shall any performance by one agency hereunder constitute or be construed to be a waiver by that agency of any breach of term, covenant or condition or any default which may then exist on the part of any other agency, and the rendering of such performance when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the non-breaching agency with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants or conditions of the MOU shall be construed as a waiver of any succeeding or other breach.

## **27. GOVERNING LAW:**

Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law and any applicable federal law.

## **28. ASSIGNMENTS AND SUBCONTRACTING:**

None of the agencies is obligated or liable under this MOU to any party other than the other agencies to the MOU. Each agency understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this MOU except upon prior written consent and approval of the other agencies, and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the agencies and such assignee or subcontractor, and each agency herein named shall remain fully responsible to the other agencies according to the terms of this MOU.

## **29. INSURANCE:**

Each agency may be self-insured as required by Colorado law, or may acquire insurance to insure the activities undertaken in this MOU.

## **30. LIABILITY:**

Since IMPACT is not a legal entity, any legal issues, whether criminal or civil in nature, must be resolved by mutual cooperation and agreement of the participating agencies. The officer's home agency shall retain control over any notice of claim, demand for payment or other legal issue that concerns their officer or that has arisen out of actions of their officer.

Each participating agency shall retain liability for the acts or omissions of any of their employees, officers or deputies, assigned to IMPACT. Each agency shall be responsible for the actions and omissions of its own respective officers, employees and deputies and shall enjoy such immunities and other protections provided by law, including but not limited to, the monetary limitations (presently \$300,000 per person, \$900,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq.

No agency, by reason of this agreement, is authorized or obligated to defend or indemnify any other agency or any other person or entity. It is expressly agreed that the provisions of C.R.S. 29-5-108 shall not apply to activities performed under this MOU.

## **31. NOTHIRD-PARTY BENEFICIARY:**

It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the agencies that are parties to the MOU, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU, including but not limited to members of the general public. It is the express intention of the agencies that any person or entity, other than the agencies who are parties to this MOU, receiving services or benefits under this MOU shall be deemed to be an incidental beneficiary only.

## **32. PARAGRAPH HEADINGS:**

The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

## **33. SEVERABILITY:**

It is understood and agreed by the agencies hereto that if any part, term or provision of this MOU, except for the provisions of the MOU requiring prior appropriation of funds and limiting the total amount payable by the agency, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the agencies shall be construed and enforced as if the MOU did not contain the particular part, term or provision held to be invalid.

#### **34. AGREEMENT AS COMPLETE INTEGRATION -AMENDMENTS:**

This MOU is intended as the complete integration of all understandings between the agencies as to the subject matter of this MOU. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the agencies.

No oral representation by any officer or employee of any agency at variance with the terms and conditions of this MOU, or any written amendment to this MOU, shall have any force or effect or bind the agency. Amendments to this MOU will become effective when approved by all agencies and executed in the same manner as this MOU. This MOU and any amendments shall be binding upon the agencies, their successors and assigns.

#### **35. LEGAL AUTHORITY:**

- A. Each Agency assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this MOU.
- B. This MOU has been executed by the Executive Officer of each Agency who hereby warrants and guarantees that he or she or they have been fully authorized by the agency to execute this MOU on behalf of their agency and to validly and legally bind the agency to all the terms, performances and provisions herein set forth.
- C. Each Agency shall have the right, at its option, to either temporarily suspend or permanently terminate this MOU, if there is a dispute as to the legal authority of either any other Agency or the person signing the MOU on behalf of such Agency to enter into this MOU.

#### **36. COUNTERPARTS OF THIS AGREEMENT:**

This MOU shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this MOU.

**37. SIGNATORIES:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Sheriff Tony G. Spurlock  
Douglas County Sheriff's Office  
Castle Rock, CO

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mike Waid, Mayor  
Town of Parker  
Parker, CO

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney's Office

By: \_\_\_\_\_

Date: \_\_\_\_\_

Chief Jack Cauley  
Castle Rock Police Department  
Castle Rock, CO

By: \_\_\_\_\_

Date: \_\_\_\_\_

Chief Kirk Wilson  
Lone Tree Police Department  
Lone Tree, CO





## Request for Town Council Action

**Date:** October 19, 2020

**Submitted By:** Linda Quade, Sales Tax Administrator

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO 9.324 - Second Reading**  
**A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Colorado Department of Revenue Concerning Sales and Use Tax Software**  
**Department: Finance, Linda Quade**

### EXECUTIVE SUMMARY

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If approved, this ordinance will allow the Town of Parker to enter into an Intergovernmental Agreement to allow collection of sales tax.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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Senate Bill 19-006 required the Colorado Department of Revenue to implement a system for accepting and processing returns and payments for the sales and use tax levied by state and local tax jurisdictions (SUTS System). To support the SUTS System the Office of Information Technology would implement a global information system (GIS) database to house and maintain sales tax districts and boundaries and to calculate sales and use tax rates for individual addresses.

### FINANCIAL IMPACT

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We estimate sales tax revenue will increase at least \$400,000 per year.

### STRATEGIC GOAL(S)

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### ATTACHMENTS

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1. Ordinance No. 9.324

### RECOMMENDED MOTION

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I move to approve Ordinance No. 9.324 on second reading.

**ORDINANCE NO. 9.324, Series of 2020**

**TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE COLORADO DEPARTMENT OF REVENUE CONCERNING SALES AND USE TAX SOFTWARE**

WHEREAS, pursuant to Article XIV, Section 18, of the Colorado Constitution and C.R.S. § 29-1-203, governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each;

WHEREAS, pursuant to Senate Bill 19-006, the Colorado Department of Revenue has contracted with vendors to provide a sales and use tax simplification system that allows taxpayers to look up and remit sales and use taxes through a single portal managed by vendors and held in trust for the benefit of local taxing jurisdictions ("SUTS"); and

WHEREAS, the Town wishes to participate in SUTS by intergovernmental agreement.

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

**Section 1.** The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and the Colorado Department of Revenue concerning sales and use tax software, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_ day of \_\_\_\_\_,  
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

### **AGREEMENT REGARDING DEPARTMENT OF REVENUE SALES AND USE TAX SOFTWARE (“SUTS SYSTEM”)**

This agreement regarding the SUTS System (“**Agreement**”) is entered between the Colorado Department of Revenue (“**CDOR**”) and the undersigned home rule local taxing jurisdiction (“**Jurisdiction,**” collectively, “**the Parties**”) for the purposes of permitting access to the SUTS System and its related tax information look up tool as described in this Agreement. The SUTS System permits the acceptance of returns and processing of payments for the sales and use tax levied by the state and any local taxing jurisdictions in accord with the objectives of SB19-006. To further those objectives here, the Parties agree to the following:

#### **AGREEMENT**

CDOR grants Jurisdiction access to the SUTS System for Jurisdiction’s use in the collection and payment of Sales and Use tax under the terms set forth in this Agreement.

#### **A. Purpose of Agreement**

Pursuant to Senate Bill 19-006, CDOR has contracted with vendors, including at this time, MUNIRevs, Inc. and Transaction Tax Resources, Inc., Fast Enterprises, LLC, and others, which may change from time to time (collectively, “Vendors”) to provide a sales and use tax simplification system that allows taxpayers to look up and remit sales and use taxes through a single portal managed by Vendors and held in trust for the benefit of the Jurisdiction.

#### **B. Definitions**

- 1) “Confidential Information” means any information derived from the SUTS System, including but not limited to taxpayer information, return information, and “personally identifiable information,” as defined in section 24-73-101(4) (b), C.R.S.
- 2) A "Security Incident," has the meaning set forth in section 24-37.5-402(10), C.R.S., which is “an accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of communication and information resources. Security incidents include but are not limited to: a) detection of a virus, worm, malware, etc; b) unauthorized use of an information resource; c) unauthorized modification of an information resource; d) theft or diversion of an information resource; e) theft or diversion of property using an information resource, and f) vandalism or other damage to an information resource.”

- 3) “Taxpayer” means any individual or business required to remit sales or use taxes to a taxing jurisdiction.
- 4) “Sales and Use Tax” means sales and use tax collected by Taxpayers and remitted to a jurisdiction by Taxpayers. Sales and Use Tax does not include excise taxes or other taxes or fees that a jurisdiction requires taxpayers to pay.

### **C. Confidentiality.**

- 1) CDOR agrees to continually maintain a secure place in which Confidential Information will be stored, regardless of whether Confidential Information is in physical or electronic form and will restrict access to Confidential Information to persons whose duties and responsibilities require such access. All third-party contractors who need such access for purposes consistent with this Agreement shall sign confidentiality agreements with CDOR or Jurisdiction no less restrictive than the confidentiality terms of this Agreement.
- 2) Except as may be ordered by a court of competent jurisdiction, no Confidential Information obtained pursuant to this Agreement shall be disclosed by CDOR or Jurisdiction to any person or entity not authorized to receive such information by the laws of the Jurisdiction or the State of Colorado.
- 3) If CDOR or Jurisdiction is served with a request for Confidential Information, CDOR or Jurisdiction shall use reasonable efforts to provide notice to the other Party within such time that CDOR or Jurisdiction may intervene and seek a protective order or other relief if it so chooses.
- 4) The information obtained pursuant to this Agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the Jurisdiction or the State of Colorado.
- 5) Nothing in this agreement shall prevent a Jurisdiction from contacting their Taxpayers for auditing or other purposes.
- 6) If either party becomes aware of any Security Incident, they shall notify the other immediately and cooperate with one another regarding recovery, remediation, and the necessity to involve law enforcement.

### **D. Payments of Taxes to Jurisdiction.**

- 1) All funds deposited by a Taxpayer shall be and shall remain the property of Jurisdiction held in trust until transferred to Jurisdiction. Deposited remittances

shall be transferred to Jurisdiction as soon as the funds have settled with the SUTS bank following NACHA guidelines.

2) If any Taxpayer payment is returned via an ACH or credit card charge-back against the account past the settlement process above, that Jurisdiction will pay applicable amounts back to the SUTS System within five banking days of notification of return.

#### **E. Data and Reports.**

1) Jurisdiction will have access to all information from tax forms processed in the SUTS System that involve transactions within the Jurisdiction via CSV file downloads, PDF files or some other manner that is mutually acceptable.

2) The following reports will be available to Jurisdiction with the SUTS System:

- a) Assessment Report: This report shows all assessments, by business and includes several filters.
- b) Form Data Report: The form data report provides the ability to see all data for a taxpayer's form (e.g., gross sales through all deductions).
- c) Business Comparison Reports by Month: Allows review of trends over time for particular businesses, or an audience of businesses.
- d) Business Contact Report.
- e) Missing Account Number Report for validating Jurisdiction's Local Account Number for each registered account in the SUTS System.

#### **F. Support.**

CDOR will provide Taxpayer user support during regular, published State business hours. Support to Jurisdiction's administrative users for system questions is provided by Vendor specialists who will be available by email and phone Monday through Friday from 8:00 am to 5:00 pm Mountain Time, excluding Federal and State Holidays.

#### **G. Retention of Data.**

The SUTS System will retain, for a minimum of three years, all data, records, returns, and information: a) submitted by Taxpayers to the SUTS System, b) derived from Taxpayer submissions, and c) transferred to Jurisdiction.

#### **H. System Failure.**

If the SUTS System becomes disabled, CDOR will use good faith and reasonable

efforts to recover the system and all Jurisdiction data not already in the possession of Jurisdiction. This recovery of the SUTS System and data will be conducted at no additional cost to Jurisdiction.

#### **I. Reservation of Rights.**

The software, workflow processes, user interface, designs, know-how and other services and technologies which are the sole property provided by Vendors as part of the SUTS System and CDOR's agreements with Vendors will remain with Vendors and Jurisdiction will not have any right, title or interest in or to such items, including all associated intellectual property rights.

#### **J. Restrictions on Use of The SUTS System.**

1) Jurisdiction *may not* a) sell, resell, rent or lease the SUTS System, b) use the SUTS System to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, c) interfere with or disrupt the integrity or performance of the SUTS System, or d) attempt to gain unauthorized access to the SUTS System or its related systems or networks.

2) Jurisdiction may allow its third-party contractors to use the SUTS System solely on behalf of and for the benefit of Jurisdiction and only in compliance with the terms and conditions of this Agreement. Jurisdiction is responsible for compliance with the terms of this Agreement by its contractors.

#### **K. Initial Setup.**

Jurisdiction shall furnish the following items in order to use the SUTS System:

1) Jurisdiction Depository Information: Jurisdiction will provide bank deposit information (routing & account number) to CDOR's appropriate Vendors within 5 days of signing this Agreement. This information will be utilized for the deposits of taxes, penalties, and interest from the SUTS System. It is the responsibility of Jurisdiction to provide updated depository information should this account need to be changed at any point in time.

2) Initial Account Number Validation: Jurisdiction will upload their local account numbers for their Taxpayers to the SUTS System using the SUTS standard upload format (e.g. Excel, CSV) as soon as is reasonable after signing this Agreement. CDOR will use this information to validate account numbers for businesses registering on the SUTS System with actual account numbers for each jurisdiction for accurate account information on SUTS System tax returns.

3) The local account numbers will include the Taxpayer's account number, business name, dba, FEIN#, address and any other contact information or the SUTS System to validate and match the registered account to Jurisdiction's account number.

4) The SUTS System will not activate for Jurisdiction for tax receipts until the Existing Account Number Data File has been provided to CDOR, imported to the SUTS System and validated by Vendor.

5) It is the responsibility of Jurisdiction to update the account numbers that need to be added or edited in the SUTS System in order to display the local account number on future tax returns generated from the SUTS System.

#### **L. Use Tax Purchase Details.**

Taxpayers filing tax returns through the SUTS System are not required to include use tax purchase details. Purchase details are typically required on Schedule B to tax returns required by local jurisdictions. However, nothing in this Agreement prevents Jurisdiction from requesting these use tax details directly from the Taxpayer.

#### **M. Business Licenses.**

The SUTS System will not require any Taxpayer to obtain separate Jurisdiction business licenses or any other license. Jurisdiction may, at Jurisdiction's discretion, use the information provided by the Taxpayer in the SUTS System to reach out separately and independently to their Jurisdiction's Taxpayers for licenses or any other requirements from the Jurisdiction that is not included in the SUTS System.

#### **N. Frequency of Tax Filings.**

Taxpayers may file tax returns via the SUTS System at the frequency which is required of Taxpayer for State taxes under CDOR regulations; however, Jurisdiction may request from CDOR that the Taxpayer may be moved to a more frequent filing, which will not be unreasonably denied.

#### **O. Jurisdiction New Account Review.**

When a Taxpayer submits a new registration with the SUTS System and does not have a Colorado Account Number, the SUTS System will require that the Taxpayer submit an online Sales Tax License Application and pay the State of Colorado license fee. The application and fee shall be sent to the CDOR for license issuance and account number creation for the Colorado Account Number. It is the



responsibility of the Jurisdiction to use the SUTS reports to include any new businesses in their external system of record and to update their local account number in the SUTS System using the procedures set forth above.

**P. Jurisdiction Rate Validation.**

- 1) Jurisdiction will provide written confirmation to Vendors of its sales and use tax rates, rules, and boundaries. Jurisdiction will use due care and make best efforts to provide accurate rates, rules, and boundaries.
- 2) Jurisdiction agrees to specify to Vendors authorized Jurisdiction users who are allowed to propose changes within the SUTS System administrative tools.
- 3) Jurisdiction will use best efforts to email Vendors or use the SUTS System administrative tools to notify Vendors of any tax rates, rules, boundaries, or other needed data changes 30 days before they are effective for them to be updated in the system. All notifications must include details on the changes and the period for which changes are effective.

**Q. Tax Data Integration.**

This Agreement does not provide a direct interface or integration to Jurisdiction's system of record for sales and use tax. If a direct interface or custom format is desired by Jurisdiction to better integrate to Jurisdiction's system of record, Jurisdiction may contact Vendor to discuss custom options, which may entail programming fees to be paid directly to the Vendor by the Jurisdiction.

**R. Licensed Documentation.**

All SUTS System user guides, sample data, marketing, training and other items provided through the SUTS System or by Vendors ("Licensed Documentation") may be used and copied by Jurisdiction via a non-exclusive license for the duration of the Agreement for Jurisdiction's use solely with the SUTS System according to the terms of this Agreement.

**S. Payment and Merchant Fees.**

Taxpayer pays credit, debit or any other merchant processor or bank fee associated with Taxpayer's remittance payment, and the Jurisdiction agrees to pay the ACH Credit or Debit *transfer* fees from the SUTS System to Jurisdiction's bank account, which is currently one dollar (\$1) per banking day, or approximately twenty dollars (\$20) per month for a Jurisdiction that gets a payment every banking day. The Jurisdiction will Pre-pay an amount of two hundred and sixty dollars (\$260) during

the SUTS onboarding process as a credit towards the transfer fees. Jurisdiction will replenish any funds used, paying in advance of each CDOR fiscal year on or before July 1 after receiving a notice of account and balance due by June 1.

#### **T. Additional Terms.**

- 1) **Governing Law.** This Agreement is governed by Colorado law without regard to conflicts of law principles.
- 2) **Survival of Terms.** Any terms that by their nature survive termination or expiration of this Agreement, will survive.
- 3) **Entire Agreement and Changes.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Agreement is effective unless in a written instrument signed by both Parties.
- 4) **No Assignment.** Neither Party may assign or transfer this Agreement to a third party.
- 5) **Enforceability:** If any term of this Agreement is determined to be invalid or unenforceable, the other terms remain in effect.
- 6) **Notices:** All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (a) by hand with receipt required, (b) by certified or registered mail to such Party's principal representative at the address set forth below or (c), as an email with read receipt requested addressed as given herein. This contact information may be changed by notice submitted in accordance with this section.

For CDOR:

Name: Scott McKimmy

Title: Director, Business Information Group

Email: [Scott.McKimmy@state.co.us](mailto:Scott.McKimmy@state.co.us)

Address: 1707 Cole Blvd., Lakewood, CO 80401

Phone: 720-793-8117

For Jurisdiction: Town of Parker, Colorado

Name: Linda Quade

Title: Sales Tax Administrator

Email: [lquade@parkeronline.org](mailto:lquade@parkeronline.org)

Address: 20120 E. Mainstreet

Parker, Colorado 80138

Phone: 303-841-0353

7) **Counterparts, Facsimiles and E-Mail.** This Agreement may be signed in any number of counterparts, which together shall constitute one and the same instrument. Original signatures of the Parties on copies of this Agreement transmitted by facsimile or electronically/scanned and e-mailed copies shall be deemed originals for purposes of this Agreement, and such copies shall be binding on all Parties.

8) **Authority to Execute Agreement.** Each person executing this Agreement on behalf of each Party represents, warrants, assures, and guarantees that s/he has full legal authority to execute this Agreement on behalf of the Jurisdiction and CDOR, respectively, and to bind Jurisdiction and CDOR, to all the terms, conditions, provisions, and obligations of this Agreement.

9) **Termination of Agreement:** CDOR or Jurisdiction may terminate this Agreement for any reason on 90 days written notice to the other Party. In the event of a breach of contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach of contract, at its sole expense, within 30 days after the delivery of written notice, the Party may terminate the contract. Notwithstanding any provision of this Agreement to the contrary, both Parties retain any statutory rights they may have to immediately terminate this Agreement in whole or in part in order to protect the public interest of their citizens.

10) **Limited Financial Obligation.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of either party not performed during the current fiscal year is subject to annual appropriation, so the obligation shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

11) **Limitation of Liability for CDOR.** CDOR, its employees, agents, including Vendors and assignees shall not be liable for any costs, expenses, claims, damages, liabilities, court fees and other amounts (including attorneys' fees and related costs) including but not limited to cost of delay, loss of data or information, failure of the SUTS system, loss of moneys remitted to SUTS, direct losses, consequential, special, indirect, incidental, punitive or exemplary loss incurred by Jurisdiction in relation to any services, including database access in connection with this Agreement.

12) **Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions, committees, bureaus, offices, employees and officials, or of the Jurisdiction, its departments, boards, commissions, committees, bureaus, offices, employees and officials, shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this

Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

| <b>Jurisdiction Approval</b>                                                                                                                                                                                                                                                                                                             |                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| By: Mike Waid                                                                                                                                                                                                                                                                                                                            | Title: Mayor                               |
| *Signature                                                                                                                                                                                                                                                                                                                               | Date                                       |
| Town of Parker                                                                                                                                                                                                                                                                                                                           |                                            |
| Jurisdiction Mailing Address:<br>20120 E. Mainstreet<br>Parker, Colorado 80138                                                                                                                                                                                                                                                           | Jurisdiction Phone Number:<br>303-841-0353 |
| <b>ATTEST:</b><br><br>_____<br>Carol Baumgartner, Town Clerk<br><br><b>APPROVED AS TO FORM:</b><br><br>_____<br>James S. Maloney, Town Attorney                                                                                                                                                                                          |                                            |
| * <input type="checkbox"/> By checking this box and signing above, I<br>I hereby represent, warrant, assure, and<br>guarantee that I have full legal authority to<br>execute this Agreement on behalf of the<br>Jurisdiction and to bind Jurisdiction to all the<br>terms, conditions, provisions, and obligations<br>of this Agreement. |                                            |
| <b>Colorado Department of Revenue Approval</b>                                                                                                                                                                                                                                                                                           |                                            |
| By                                                                                                                                                                                                                                                                                                                                       | Title                                      |
| Signature                                                                                                                                                                                                                                                                                                                                | Date                                       |



## Request for Town Council Action

**Date:** October 19, 2020

**Submitted By:** Linda Quade, Sales Tax Administrator

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 8.31 - Second Reading**  
**A Bill for an Ordinance to Amend Chapter 4.03 of the Parker Municipal Code to Define Economic Nexus and Update Methods for Collection and Remittance of Sales Tax**  
**Department: Finance, Linda Quade**

### EXECUTIVE SUMMARY

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The Supreme Court Wayfair decision provides the Town a legal basis for capturing local sales tax on remote sales, subject to amendments to Chapter 4.03 of the Parker Municipal Code.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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In 2017, the Sales and Use Tax Simplification Task Force was created pursuant to House Bill 17-1216. The task force studied sales and use tax simplification between the state and local governments, including home rule municipalities, to identify opportunities and challenges within existing fiscal frameworks to adopt innovative revenue-neutral solutions that did not require constitutional amendments or voter approval.

The State of Colorado adopted HB19-1240 codifying economic nexus definitions (including marketplace facilitators) for all state collected jurisdictions. Senate Bill 19-006 required the Colorado Department of Revenue to implement a system for accepting and processing returns and payments for the sales and use tax levied by State and Local tax jurisdictions (SUTS System). To support the SUTS System the Office of Information Technology would implement a global information system (GIS) database to house and maintain sales tax districts and boundaries and to calculate sales and use tax rates for individual addresses.

Wayfair provides the Town a legal basis for capturing local sales tax on remote sales. While many of the larger vendors are voluntarily remitting to the Town there has been some legal uncertainty with enforcing economic nexus. If the Town wants to capture local sales tax on remote sales, the Town will need to adopt the economic nexus definitions and participate in the SUTS agreement. The Town could adopt the definitions and not participate in the payment portal through the SUTS System; however, the state and local tax jurisdictions risk a challenge, if Colorado cannot demonstrate the tax is collected using single-point tax administration

(required in the Wayfair decision).

In this regard, the Colorado Municipal League warns as follows:

The risk of a challenge increases should a municipality enforce economic nexus language without using the portal...(i)f extending the sales tax net to capture internet sales by otherwise out-of-state vendors, the compromise for fairness seems to require single-point payment, such as through SUTS. *See* CML May 29, 2020, memorandum (attached).

Currently, twenty-two home rule municipalities have adopted the Economic Nexus definitions and signed the SUTS (Sales and Use Tax System) Intergovernmental Agreement. Another twenty have started the process of securing signatures on the Agreement. The rest of the home rule municipalities are reviewing and evaluating the SUTS System.

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#### **FINANCIAL IMPACT**

We estimate an increase in Sales tax revenue of \$400,000 annually at a minimal cost to the Town.

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#### **STRATEGIC GOAL(S)**



ENHANCE ECONOMIC  
VITALITY

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#### **ATTACHMENTS**

1. Ordinance No. 8.31

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#### **RECOMMENDED MOTION**

I move to approve Ordinance No. 8.31 on second reading.

**ORDINANCE NO. 8.31, Series of 2020**

**TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 4.03 OF THE PARKER MUNICIPAL CODE TO DEFINE ECONOMIC NEXUS AND UPDATE METHODS FOR COLLECTION AND REMITTANCE OF SALES TAX**

WHEREAS, the Town of Parker is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution;

WHEREAS, pursuant to Article XX, Section 6 of the Colorado Constitution, the right to enact, administer and enforce sales taxes is clearly within the constitutional grant of power to the Town and is necessary to raise revenue with which to conduct the affairs and render the services performed by the Town;

WHEREAS, pursuant to such authority, the Town has adopted and enacted a Sales Tax Code (the “Code”), under which Town sales tax is levied on all sales and purchases of tangible personal property or taxable services at retail unless prohibited, as applicable to the provision of this Ordinance, under the Constitution or laws of the United States;

WHEREAS, the United States Supreme Court in *South Dakota v. Wayfair*, 138 S.Ct. 2080 (2018), overturned prior precedent and held that a State is not prohibited by the Commerce Clause from requiring a retailer to collect sales tax based solely on the fact that such retailer does not have a physical presence in the State (“Remote Sales”);

WHEREAS, based upon such decision, the retailer’s obligation to collect tax on Remote Sales is no longer based on the retailer’s physical presence in the jurisdiction by the Constitution or law of the United States, and the Code needs to be amended to clearly reflect such obligation consistent with said decision;

WHEREAS, the delivery of tangible personal property, products, or services into the Town relies on and burdens local transportation systems, emergency and police services, waste disposal, utilities and other infrastructure and services;

WHEREAS, the failure to tax Remote Sales creates incentives for businesses to avoid a physical presence in the State and its respective communities, resulting in fewer jobs and increasing the share of taxes to those consumers who buy from competitors with a physical presence in the State and its municipalities;

WHEREAS, it is appropriate for Colorado municipalities to adopt uniform definitions within their sales tax codes to encompass marketplace facilitators, marketplace sellers, and multichannel sellers that do not have a physical presence in the Town, but that still have a taxable connection with the Town;

WHEREAS, the goal of adopting this ordinance is to join in on the simplification efforts of all the self-collecting home rule municipalities in Colorado;

WHEREAS, this ordinance provides a safe harbor to those who transact limited sales within the Town;

WHEREAS, absent this amendment, the continued failure of retailers to voluntarily apply and remit sales tax owed on Remote Sales exposes the Town to unremitted taxes and permits an inequitable exception that prevents market participants from competing on an even playing field;

WHEREAS, the Town adopts this ordinance with the intent to address tax administration, and, in connection with, establish economic nexus for retailers or vendors without physical presence in the State and require the retailer or vendor to collect and remit sales tax for all sales made within the marketplace as permitted in 2018 by the U.S. Supreme Court; and

WHEREAS, the State's adoption of economic nexus for state sales tax and state-collected municipal sales tax did not require voter approval under the Taxpayer's Bill of Rights ("TABOR"), Article X, § 20 of the Colorado Constitution, and, similarly, updating the Town's methods to allow collection and remittance of sales tax to the full extent permitted by law does not require voter approval under TABOR.

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

**Section 1.** Section 4.03.030 of the Parker Municipal Code is amended by the revision to or addition of the following defined terms, which shall appear in alphabetical order:

**4.03.030 Definitions.**

For the purpose of this Code, unless the context clearly indicates otherwise, the words, terms and phrases set forth below shall have the following meanings:

\* \* \*

**Economic nexus means the connection between the Town and a person not having a physical nexus in the state of Colorado, which connection is established when the person or marketplace facilitator makes retail sales into the Town, and:**

**a. In the previous calendar year, the person, which includes a marketplace facilitator, has made retail sales into the state exceeding the amount specified in Section 39-26-102(3)(c), C.R.S., as amended; or**

**b. In the current calendar year, ninety (90) days has passed following the month in which the person, which includes a marketplace facilitator, has made retail sales into the state exceeding the amount specified in Section 39-26-102(3)(c), C.R.S., as amended.**

**This definition does not apply to any person who is doing business in this state, but otherwise applies to any other person.**

*Engaged in Business in the Town* means performing or providing services or selling, leasing, renting, delivering or installing tangible personal property for storage, use or consumption within the Town. Engaged in business in the



Town includes, but is not limited to, any one of the following activities by a person:

- a. Directly, indirectly, or by a subsidiary maintains a building, store, office, salesroom, warehouse, or other place of business within the taxing jurisdiction;
- b. Sends one or more employees, agents or commissioned sales persons into the taxing jurisdiction to solicit business or to install, assemble, repair, service, or assist in the use of its products, or for demonstration or other reasons;
- c. Maintains one or more employees, agents or commissioned sales persons on duty at a location within the taxing jurisdiction;
- d. Owns, leases, rents or otherwise exercises control over real or personal property within the taxing jurisdiction;
- e. **Retailer or vendor in the state of Colorado that ~~Makes~~ makes more than one delivery into the ~~taxing jurisdiction~~ Town within a ~~twelve~~ 12-month period ~~by any means other than a common carrier~~; or**
- f. **Makes retail sales sufficient to meet the definitional requirements of economic nexus as set forth herein.**

**Marketplace means a physical or electronic forum, including, but not limited to, a store, a booth, an internet website, a catalog, or a dedicated sales software application, where tangible personal property, taxable products, or taxable services are offered for sale.**

**Marketplace facilitator means a person who:**

- a. **Contracts with a marketplace seller or multichannel seller to facilitate for consideration, regardless of whether or not the consideration is deducted as fees from the transaction, the sale of the marketplace seller's tangible personal property, products, or services through the person's marketplace;**
- b. **Engages directly or indirectly, through one or more affiliated persons, in transmitting or otherwise communicating the offer or acceptance between a purchaser and the marketplace seller or multichannel seller; and**
- c. **Either directly or indirectly, through agreements or arrangements with third parties, collects payment from the purchaser on behalf of the seller.**

**This definition does not include a person that exclusively provides internet advertising services or lists products for sale, and that does not otherwise meet this definition.**

**Marketplace seller means a person, regardless of whether or not the person is engaged in business in the Town, which has an agreement with a marketplace facilitator and offers for sale tangible personal property, products, or services through a marketplace owned, operated, or controlled by a marketplace facilitator.**

**Multichannel seller means a retailer that offers for sale tangible personal property, commodities, or services through a marketplace owned, operated, or controlled by a marketplace facilitator, and through other means.**

**Retailer or Vendor** means any person selling, leasing, renting, or granting a license to use tangible personal property or services at retail. Retailer shall include, but is not limited to, any:

- a. Auctioneer;
- b. Salesperson, representative, peddler or canvasser, who makes sales as a direct or indirect agent of or obtains such property or services sold from a dealer, distributor, supervisor or employer;
- c. Charitable organization or governmental entity which makes sales of tangible personal property to the public, notwithstanding the fact that the merchandise sold may have been acquired by gift or donation or that the proceeds are to be used for charitable or governmental purposes;
- d. Retailer-contractor, when acting in the capacity of a retailer; **or**
- e. Marketplace facilitator, marketplace seller, or multichannel seller.**

**Section 2.** Section 4.03.190 of the Parker Municipal Code is amended by the addition of the following new Paragraph (a)(14):

**4.03.190 Sales tax – Taxable property and services.**

a. As set forth below, there is hereby levied and there shall be collected and paid a sales tax in the amount stated in Section 4.03.140 of this Code, upon the sale at retail of such tangible personal property and the furnishing of such certain services as are set forth herein and in the rules and regulations promulgated by the Director pursuant to Section 4.03.040 of this Code.

\* \* \*

**14. Marketplace sales as follows:**

a. A marketplace facilitator engaged in business in the Town is required to collect and remit sales tax on all taxable sales made by the marketplace facilitator, or facilitated by it for marketplace sellers or multichannel sellers to customers in the Town, whether or not the marketplace seller for whom sales are facilitated would have been required to collect sales tax had the sale not been facilitated by the marketplace facilitator.

b. A marketplace facilitator shall assume all the duties, responsibilities, and liabilities of a vendor under this Chapter. Marketplace facilitators shall be liable for the taxes collected from marketplace sellers or multichannel sellers. The Town may recover any unpaid taxes, penalties, and interest from the marketplace facilitator that is responsible for collecting on behalf of marketplace sellers or multichannel sellers.

c. The liabilities, obligations, and rights set forth under this Paragraph 14 are in addition to any duties and responsibilities of the marketplace facilitator has under this Chapter if it also offers for sale tangible personal property, products, or services through other means.

d. A marketplace seller, with respect to sales of tangible personal property, products, or services made in or through a marketplace facilitator's marketplace, does not have the liabilities, obligations, or rights of a retailer under this Chapter if the marketplace seller can show that such sale was facilitated by a marketplace facilitator:

1. With whom the marketplace seller has a contract that explicitly provides that the marketplace facilitator will collect and remit sales tax on all sales subject to tax under this article; or

2. From whom the marketplace seller requested and received in good faith a certification that the marketplace facilitator is registered to collect sales tax and will collect sales tax on all sales subject to tax under this Chapter made in or through the marketplace facilitator's marketplace.

e. If a marketplace seller makes a sale that is not facilitated by a licensed marketplace facilitator in a marketplace, the marketplace seller is subject to all of the same licensing, collection, remittance, filing and recordkeeping requirements as any other retailer.

f. Auditing. With respect to any marketplace sale, the Town shall solely audit the marketplace facilitator for sales made by marketplace sellers or multichannel sellers but facilitated by the marketplace. The Town will not audit or otherwise assess tax against marketplace sellers or multichannel sellers for sales facilitated by a marketplace facilitator.

**Section 3.** No obligation to collect the sales and use tax required by this Ordinance may be applied retroactively. Responsibilities, duties and liabilities described in Section 2 of a marketplace facilitator, marketplace seller, or multichannel seller begin upon the earlier of when they became licensed to collect the Town's sales tax or when they became legally obligated to collect the Town's sales tax.

**Section 4.** Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

**Section 5.** Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

**Section 6.** Effective Date. This ordinance shall become effective on the first day of the month that is at least thirty (30) days after date of its adoption.

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:

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James S. Maloney, Town Attorney