

TOWN OF PARKER COUNCIL AGENDA

October 18, 2021

AMENDED

(CONTINUED TO OCTOBER 25, 2021, DUE TO AN ABSENCE OF A QUORUM)

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.

Public comment for items that are not on the agenda may be made in person, by Zoom or electronically at <http://parkeronline.org/CouncilPublicComment>. For those unable to provide comments in person, electronically through the website or via Zoom, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments provided electronically through the website 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 comment or public hearing part of the meeting are available by viewing the individual Town Council meeting listings on the Town's online calendar at 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.

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

1. TOWN COUNCIL MEETING SCHEDULE

A. 7:00 P.M. – Call to Order Town Council Meeting and Roll Call

2. PUBLIC COMMENTS (No action will be taken on these items.) *Public Comment is an opportunity for Town residents and other interested individuals to speak about items that are NOT on the agenda. This comment period is limited to 30 minutes total time, with each individual allowed a maximum of 3 minutes to speak. You must sign up ahead of time in order to comment, and that sign up begins 30 minutes before the start of the meeting. The Council will accommodate as many speakers as possible during this time—with preference to Town residents—but if public comment extends beyond the allotted 30 minutes, Town Council will continue the comment period at the end of the meeting, prior to adjourning for those who signed up before the meeting.*

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

4. 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 4, 2021 and October 11, 2021

B. ORDINANCE NO. 5.28.27 – First Reading

A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code Relating to Takeout and Delivery Permit Notification

Department: Town Attorney, Jim Maloney

Second Reading: November 1, 2021

- C. *ORDINANCE NO. 5.28.28 – First Reading*
A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code Authorizing Communal Outdoor Dining Areas
Department: Town Attorney, Jim Maloney
Second Reading: November 1, 2021
- D. *ORDINANCE NO. 5.28.29 – First Reading*
A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code Relating to Festival Permits
Department: Town Attorney, Jim Maloney
Second Reading: November 1, 2021
- E. *ORDINANCE NO. 9.341 – First Reading*
A Bill for an Ordinance to Approve the Colorado Opioids Settlement Memorandum of Understanding between the State of Colorado Acting through its Attorney General and the Colorado Department of Law, and the Participating Local Governments, including the Town of Parker
Department: Town Attorney, Jim Maloney
Town Attorney, Jamie Wynn
Second Reading: November 1, 2021
- F. *RESOLUTION NO. 21-043*
A Resolution Finding Substantial Compliance of the Kime Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on December 6, 2021, for the Purpose of Considering Said Annexation
Department: Community Development, Julia Duncan
- G. *CONTRACT OVER \$100,000*
1. *Professional Services Agreement - Sasquatch Productions, Ltd*
Amount: Not to exceed \$130,000
Contractor: Sasquatch Productions, Ltd
Department: Cultural Department, Carrie Glassburn
 2. *Sasquatch Productions - The Wizard of Oz*
Amount: \$109,000.52
Contractor: Sasquatch Productions
Department: Cultural, Carrie Glassburn

5. **TOWN ADMINISTRATOR**

- **Fall 2021 TA Report**

6. **ORDINANCES**

ORDINANCE NO. 9.332 - Second Reading (Continued from September 20, 2021)
A Bill for an Ordinance to Approve the Intergovernmental Agreement Among Arapahoe County, the Town of Parker, and the City of Aurora Regarding High Plains Regional Trail Maintenance
Department: Parks, Recreation and Open Space, Brett Collins

7. **RESOLUTIONS**

RESOLUTION NO. 21-045
A Resolution to Adopt the Town of Parker, Colorado, 2021 Three-Mile Area Plan
Department: Community Development, Jeremiah Fettig

8. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

9. **ADJOURNMENT**

**TOWN OF PARKER COUNCIL
MINUTES
OCTOBER 4, 2021**

Mayor Jeff Toborg called the meeting to order at 5:04 p.m. All Councilmembers were present except Cheryl Poage. Laura Hefta arrived at 5:15 p.m.

Town Attorney Jim Maloney announced the topics for discussion in Executive Session were seven (7) items. Under C.R.S. § 24-6-402(4)(b) there were two (2) items. The first item was to hold a conference with the Town's attorney to receive legal advice on specific legal questions concerning 42 U.S.C. § 2000 (Religious Land Use and Institutional Persons Act – locating a church in a commercial area); and the second item was to hold a conference with the Town's attorney to receive legal advice on specific legal questions concerning HB21-1027 (take out/delivery and communal dining) and SB21-082 (festivals). Under C.R.S. § 24-6-402(4)(e) there were five (5) items; the first item was concerning the proposed amendment to the Anthology North Annexation Agreement to address the timing for the construction of Chambers Road; the second item was concerning Douglas County School District MS4 intergovernmental agreement; the third item was concerning the proposed subdivision agreement for the Chambers Highpoint project and the proposed amendment to the subdivision agreement for the Compark Village South project; the fourth item was concerning the proposed acquisition of Tract Q located east of Chambers Road and south of Mainstreet; and the fifth item was concerning the proposed Mainstreet sidewalk easement from Town & Country Village Townhomes.

EXECUTIVE SESSION

Joshua Rivero moved and Todd Hendreks seconded to go into Executive Session at 5:06 p.m., to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b); 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.

Todd Hendreks moved and Joshua Rivero seconded to come out of Executive Session at 6:59 p.m.

The motion was approved unanimously.

Todd Hendreks moved and Joshua Rivero seconded to recess the regular Town Council meeting until 7 p.m.

The motion was approved unanimously.

REGULAR MEETING

Mayor Toborg reconvened the Town Council meeting at 7:07 p.m. All Councilmembers were present except Cheryl Poage.

The Mayor led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

Mayor Toborg recognized Shaun Gann, Julie Barrus and the Parks, Recreation and Open Space staff for their participation and organization of the Mayor's Day of Service event on October 2, 2021. Five truckloads of trash were collected during the event.

PARKER CHAMBER OF COMMERCE UPDATES

TJ Sullivan provided an update for the month of September. TJ introduced Dr. Lauren Vautier of the Onward Denver Physical Therapy Clinic, who spoke about her business here in Parker.

DOWNTOWN BUSINESS ALLIANCE UPDATES

Omar Castillo provided an update for September and upcoming events happening in October.

PUBLIC COMMENTS

None.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - September 20, 2021*
- B. *AMENDED AND RESTATED SUBDIVISION AGREEMENT Stroh Ranch Filing No. 16 (Hunter's Chase)*
Department: Community Development, Bryce Matthews
- C. *RESOLUTION NO. 21-040*
A Resolution to Approve the First Amendment to Amended and Restated Employment Agreement for the Town Administrator
Department: Town Council
- D. *RESOLUTION NO. 21-041*
A Resolution to Approve the Fifteenth Amendment to Town Attorney Employment Agreement
Department: Town Council

E. *RESOLUTION NO. 21-042*

A Resolution Finding Substantial Compliance of the Pine Drive Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on November 15, 2021, for the Purpose of Considering Said Annexation

Department: Community Development, Stacey Nerger

F. *CONTRACTS OVER \$100,000*

1. *Final Design Contract for Mainstreet North Sidewalk (Victorian Drive to the Eastern Boundary of Town & Country Village Townhomes)*

Amount: \$172,218

Contractor: Stanley Consultants, Inc.

Department: Engineering and Public Works, Bob Exstrom

2. *Conceptual/Preliminary Design Contract for Dransfeldt Widening (Mainstreet to Pony Express)*

Amount: \$130,544

Contractor: Felsburg Holt & Ullevig

Department: Engineering and Public Works, Bob Exstrom

3. *2021 Townwide Slurry/Chip Seal Program Contract (CIP21-005) Contract Modification*

Amount: \$1,824,610.34

Contractor: Vance Brothers, Inc

Department: Engineering and Public Works, Danny Smith

4. *Downtown Circulation Improvements (CIP21-018) Professional Services Agreement*

Amount: \$137,370

Contractor: Stanley Consulting, Inc.

Department: Engineering and Public Works, Tom Gill

G. *PROCLAMATION - Community Planning Month - October 2021*

Joshua Rivero moved to approve Consent Agenda items 7A through 7G.

Todd Hendreks seconded the motion.

The motion passed 4 to 1. (Diak voted no.)

RESOLUTIONS

A. RESOLUTION NO. 21-021

A Resolution to Establish the Process for Administering the Kiosk Program as Outlined in Section 10.13.080 of the Town of Parker Municipal Code

Department: Community Development, John Fussa

The Town Council provided staff with direction to proceed with the planned Residential Sign Kiosk Program at the September 13, 2021 Study Session. Parker Municipal Code, Section 10.13.080 - Kiosk Program, requires the Town to develop the process for administering the Kiosk Program by a resolution approved by Town Council. Resolution No. 21-021 is proposed to address this requirement.

Earlier this year, the Community Development and Finance Departments discussed the planned Residential Sign Kiosk Program (the Program) with the Town Council at the March 8, 2021 Study Session. The Council agreed with the staff recommendation to proceed with the Kiosk Program to create a comprehensive system of way-finding signs for residential homebuilders that is intended to provide the public with directional information to the many residential developments that are currently under construction and/or marketing recently built homes in the Town. The Town Council also agreed with the staff recommendation to procure a private sector partner with expertise in creating this type of sign system. The Town entered into an agreement with local firm National Sign Plazas as our private sector partner to operate the Kiosk Program. They are responsible for the operation of the Kiosk Program subject to Town review and approval, including all sign design, fabrication, installation and maintenance. Staff will provide updates on the final design of the signs to Council at a Study Session.

Public Comment: None.

John Diak moved to approve Resolution No. 21-021, subject to the following condition: Section 3 of Exhibit A shall be revised by the addition of the following language: "The illustrations on Exhibit A-1 are preliminary and shall be revised and approved in final form by the Community Development Director prior to placement."

Todd Hendreks seconded the motion.

The motion was approved unanimously.

B. RESOLUTION NO. 21-033

A Resolution to Consent to the Assignment and Assumption Agreement (Looking Glass) By and Between JEN Colorado 18, LLC, and LB Parker Owner LLC

Department: Town Attorney, Jim Maloney

On February 20, 2018, SRD sold the Hess Ranch property (1,135.11 acres) (the "Land") to JEN. On August 10, 2021, JEN sold the Land to LB Parker, which is a single-purpose company that was formed to hold the Land. LB Parker was formed by the Rockpoint Group, which is a global real estate management firm, with headquarters in Boston and with additional primary

offices in San Francisco and Dallas. LB Parker entered into a separate agreement with Dream Finders Homes, LLC (“DFH”), which is a publicly held company incorporated in Florida. The reason that DFH did not purchase the Land, is because DFH is in the business of buying platted lots and building homes. There is an agreement between LB Parker and DFH, which obligates DFH to purchase lots from LB Parker as the Land is subdivided. There is a second agreement between LB Parker and Stelvio Management, LLC (“Stelvio”), which obligates Stelvio to represent LB Parker and to manage the process of platting the Land to generate platted lots to sell to DFH.

The Annexation Agreement provides the process for JEN to assign its interest in the Annexation Agreement. As provided by the Annexation Agreement, JEN provided the Town with at least fourteen (14) days’ advance notice of the proposed transfer or assignment of all of the rights and obligations of JEN under the Annexation Agreement. Under the Annexation Agreement, the Town Council’s approval of the proposed transfer or assignment of the Annexation Agreement “will not be unreasonably withheld, delayed or conditioned.” If the Town Council consents to the Assignment and Assumption Agreement, JEN will be relieved of any future obligation under the Annexation Agreement and LB Parker will assume all of the obligations under the Annexation Agreement.

Matt Osborn, Stelvio Management LLC, 4100 East Mississippi Ave. #500, Denver, 80246, was present and explained the ownership structure and the vision for the area and community.

Public Comment: None.

Joshua Rivero moved to approve Resolution No. 21-033.

Anne Barrington seconded the motion.

The motion was approved unanimously.

ADJOURNMENT

Joshua Rivero moved to adjourn the meeting at 8:05 p.m.

John Diak seconded the motion.

The motion was approved unanimously.

Chris Vanderpool, Town Clerk

Jeff Toborg, Mayor

**TOWN OF PARKER COUNCIL
MINUTES
OCTOBER 11, 2021**

Mayor Jeff Toborg called the Special Town Council meeting to order at 4:01 p.m. All Councilmembers were present.

Town Attorney Jim Maloney announced the topic for discussion in the Executive Session, which was to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) concerning the proposed amendments to the articles of incorporation and bylaws for the Greater Parker Foundation.

EXECUTIVE SESSION

Cheryl Poage moved and Todd Hendreks seconded to go into Executive Session at 4:02 p.m., to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Joshua Rivero moved and Todd Hendreks seconded to come out of the Executive Session at 5 p.m.

The motion was approved unanimously.

Joshua Rivero moved and Todd Hendreks seconded to adjourn the Special Town Council meeting at 5 p.m.

The motion was approved unanimously.

Chris Vanderpool, Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: October 18, 2021

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.28.27 – First Reading**
A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code Relating to Takeout and Delivery Permit Notification

Department: Town Attorney, Jim Maloney

Second Reading: November 1, 2021

EXECUTIVE SUMMARY

To assist restaurants during the COVID pandemic, in 2020, the General Assembly enacted Senate Bill 20-213 ("SB 213"), which allowed certain licensees to sell alcoholic beverages for takeout and delivery. House Bill 21-1027 ("HB 1027") extends the ability of certain licensees to continue to sell alcohol for both takeout and delivery to July 1, 2025. The purpose of the attached ordinance is to require those licensees operating in Town that have obtained a state-issued permit for delivery and takeout of alcohol to notify the Town.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

SB 213 required all licensees offering delivery and takeout of alcohol to obtain a permit from the state; however, this requirement was temporarily waived while the declared disaster emergency was in effect. The Governor rescinded the disaster emergency on July 8, 2021, and the state has begun issuing permits. Currently, the state is not charging a fee for these permits, but plans to sometime in the future. SB 213 also allows, but does not require, local licensing authorities to develop a permitting system.

The attached ordinance simply requires those licensees operating in Town that have obtained a state-issued permit for delivery and takeout of alcohol to notify the Town. The recommendation of the Special Licensing Authority is that the Town be notified of the State-issued permit, but the Authority did not believe it appropriate to develop additional regulations requiring a local permit in addition to the State-issued permit.

Please also note that HB 1027 makes several changes to the current takeout and delivery rules. For example, HB 1027 sets new limits on the total amount of alcohol that can be sold in one

takeout/delivery transaction to two bottles of wine (1,500 mL or 50.8 fluid ounces); two six packs of beer, hard cider, or malt liquor (4,259 mL or 144 fluid ounces); and one liter of spirituous liquors (1L or 33.8 fluid ounces). HB 1027 also clarifies the types of licensees that can offer takeout or delivery of alcohol, which includes beer and wine, brew pub, club, distillery pub, hotel and restaurant, lodging and entertainment, manufacturer with sales room (delivery only until January 1, 2022), retail liquor, retail fermented malt beverage, tavern, vintner's, and wholesaler with a sales room (delivery only until January 1, 2022). The following licensees may offer only delivery, but not takeout, of alcohol: bed and breakfast, optional premises, retail gaming tavern, racetrack, and public transportation system. Delivery may only occur between the hours of 7:00 a.m. and midnight.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 5.28.27

RECOMMENDED MOTION

I move to approve Ordinance No. 5.28.27 on first reading and to schedule second reading for November 1, 2021, as part of the consent agenda.

ORDINANCE NO. 5.28.27, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 5.02 OF THE PARKER MUNICIPAL CODE RELATING TO TAKEOUT AND DELIVERY PERMIT NOTIFICATION

WHEREAS, under C.R.S. § 44-3-911, all eligible licensees wishing to provide alcohol beverages for takeout and delivery must apply for a state permit; and

WHEREAS, the Town Council wishes to require all licensees located within the Town who obtain a state takeout and delivery permit to notify the Town of such permit.

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

Section 1. The Parker Municipal Code is hereby amended by the addition thereto of a new Section 5.02.795 entitled "Takeout and delivery permit notification" to read as follows:

5.02.795 Takeout and delivery permit notification.

a. Any licensee who receives a permit from the state licensing authority for takeout and delivery of alcohol must notify the Town Clerk of such permit within ten (10) days after receiving such permit.

b. Any licensee who has already received such permit prior to the effective date of this ordinance must notify the Town Clerk of such permit within ten (10) days after the effective date of this ordinance.

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 _____,
2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: October 18, 2021

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.28.28 – First Reading**
A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code Authorizing Communal Outdoor Dining Areas

Department: Town Attorney, Jim Maloney

Second Reading: November 1, 2021

EXECUTIVE SUMMARY

House Bill 21-1027 ("HB 1027") allows local licensing authorities to begin permitting what is referred to as "communal outdoor dining areas." The purpose of the attached ordinance is to authorize the Special Licensing Authority to allow communal outdoor dining areas.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

HB 1027 authorizes state and local licensing authorities to allow communal outdoor dining areas. "Communal outdoor dining areas" are outdoor areas used for food and alcohol beverage service by two or more liquor licensees. The only types of licensees that are eligible to have communal outdoor dining areas include beer and wine, beer wholesaler that operates a sales room, brew pub, distillery pub, fermented malt beverage retailer licensed for on-premises consumption, hotel and restaurant, limited winery, lodging and entertainment facility, manufacturer that operates a sales room, optional premises, tavern, and vintner's restaurant.

To operate a communal dining area, two of the above licensees must apply for a permit from the state and local licensing authorities. All licensees who plan to use the communal outdoor dining area must also: (1) apply to attach their license to that outdoor area, and (2) apply to modify their licensed premises to include that area. To approve the communal outdoor dining area, the state and local licensing authority must find that the area is within 1,000 feet of the permanent licensed premises of each of the licensees. This measurement is made by using a route of direct pedestrian access from the nearest property line of the land used for the communal outdoor dining area to the nearest portion of the building where the permanent licensed premises is located.

A special event cannot be held in a communal outdoor dining area unless the special event permittee agrees in writing to adhere to the Colorado Liquor Code and all local rules. If a violation occurs within a communal outdoor dining area and the licensee responsible for such violation can be easily ascertained, that licensee will be subject to discipline. If, however, the responsible licensee cannot be easily identified, all licensees who operate in that communal outdoor dining area are subject to discipline.

HB 1027 requires the state licensing authority to promulgate rules regarding communal outdoor dining areas. These rules must govern applications, supervision, and control of the communal outdoor dining areas; security; removal of beverages from the area; special events within the area; and insurance requirements. The Special Licensing Authority recommends approval of this ordinance,

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 5.28.28

RECOMMENDED MOTION

I move to approve Ordinance No. 5.28.28 on first reading and to schedule second reading for November 1, 2021, as part of the consent agenda.

ORDINANCE NO. 5.28.28, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 5.02 OF THE PARKER MUNICIPAL CODE AUTHORIZING COMMUNAL OUTDOOR DINING AREAS

WHEREAS, House Bill 21-1027 provides that local licensing authorities may approve communal outdoor dining areas;

WHEREAS, the Town wishes to allow for communal outdoor dining areas; and

WHEREAS, the Town Council wishes to allow the Town Clerk to administratively approve of communal outdoor dining areas.

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

Section 1. Section 5.02.180 of the Parker Municipal Code is hereby amended as follows:

5.02.180 Administrative approval of certain applications.

* * *

(b) The Town Clerk is further authorized to administratively approve the following applications:

(1) Temporary permits during the time in which a transfer application is pending;

(2) Changing, altering, or modifying premises; **and**

(3) Tasting applications; **and**

(4) **Communal outdoor dining area applications.**

* * *

Section 2. The Parker Municipal Code is amended by the addition thereto of a new Section 5.02.830 entitled, "Communal outdoor dining areas" to read as follows:

5.02.830 Communal outdoor dining areas.

(a) Definitions. The following words, terms, and phrases, when used in this Section, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Communal outdoor dining area means an outdoor space that is used for food and alcohol beverage service by two (2) or more licensees.

Licensee means a person or entity who holds one of the following types of liquor or fermented malt beverage license:

- (1) Tavern;
- (2) Hotel and restaurant;
- (3) Brew pub;
- (4) Distillery pub;
- (5) Vintner's restaurant;
- (6) Beer and wine;
- (7) Manufacturer that operates a sales room authorized under Section 44-3-402(2) or (7) C.R.S. as the same may be amended from time to time;
- (8) Beer wholesaler that operates a sales room authorized under Section 44-3-407(1)(b)(I) C.R.S. as the same may be amended from time to time;
- (9) Limited winery;
- (10) Lodging and entertainment facility;
- (11) Optional premises; or
- (12) Fermented malt beverage retailer licensed for consumption on the premises.

(b) Communal outdoor dining areas authorized.

(1) Communal outdoor dining areas are hereby authorized; provided that at least two (2) licensees, as defined in Subsection (a) above, have applied to share the communal outdoor dining area and each licensee has:

- a. Obtained a permit from the state licensing authority;
- b. Obtained the following approvals from the state licensing authority and the local licensing authority:
 - i. The attaching of the liquor license of the licensee to the communal outdoor dining area; and
 - ii. A modification of the licensee premises to include the communal outdoor dining area.

c. Established that the communal outdoor dining area is within one thousand (1,000) feet of the permanent licensed premises of each licensee;

d. Have a right to occupy the premises sought for the communal outdoor dining area; and

e. Established the physical boundaries of the communal dining area in a manner to assure to the satisfaction of the local licensing authority that alcohol beverages will be kept within the physical boundaries of the communal outdoor dining area.

(2) Special events permit holders may hold the special event in a communal dining area; provided that the special events permit holder agrees in writing to comply with all state and local liquor laws, rules, and regulations, has obtained a community event permit and a special events permit from the Town, and has written permission of the licensees of the communal outdoor dining area to hold the special event in the communal outdoor dining area.

(3) The Town Clerk is authorized to administratively approve on behalf of the local licensing authority a licensee to have a communal outdoor dining area.

(c) State rules applicable. Each licensee that has an approved communal outdoor dining area must comply with all state rules and regulations as adopted by the State of Colorado, as the same may be amended from time to time.

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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____,
2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: October 18, 2021

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.28.29 – First Reading**
A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code Relating to Festival Permits
Department: Town Attorney, Jim Maloney
Second Reading: November 1, 2021

EXECUTIVE SUMMARY

Previously, only a limited winery or winery manufacturer could host what were referred to as "wine festivals." Senate Bill 21-082 ("SB 082") now allows additional licensees to begin hosting festivals under a "festival permit." The purpose of this ordinance is to require qualified licensees to obtain a permit from the Town in order to host a festival in the Town.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Starting September 6, 2021, SB 082 authorizes the following license types to begin applying for festival permits: beer and wine, brew pub, distillery pub, hotel and restaurant, limited winery, manufacturer, tavern, vintner's restaurant; and wholesaler.

To hold a festival, one of the above licensees must apply for a permit from the state licensing authority. Under the attached ordinance, the Town would create its own permitting system for festivals. It is important to note that winery manufacturers and limited wineries are exempt from local licensing permitting requirements. Once a licensee obtains a permit, it may hold up to nine (9) festivals per year, so long as it notifies the state and local licensing authority, by application, at least 10 business days in advance of the festival. Other licensees may participate in the festival without obtaining their own permit, so long as there is a valid festival permit held by the hosting licensee. Any licensee that applies for a festival permit from the Town will also need to obtain a community event permit.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 5.28.29

RECOMMENDED MOTION

I move to approve Ordinance No. 5.28.29 on first reading and to schedule second reading for November 1, 2021, as part of the consent agenda.

ORDINANCE NO. 5.28.29, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 5.02 OF THE PARKER MUNICIPAL CODE RELATING TO FESTIVAL PERMITS

WHEREAS, Senate Bill 21-082 provides that local licensing authorities may create a local festival permit;

WHEREAS, the Town wishes to begin issuing local festival permits; and

WHEREAS, the Town Council wishes to allow the Town Clerk to administratively approve festival permits.

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

Section 1. Section 5.02.180 of the Parker Municipal Code is hereby amended as follows:

5.02.180 Administrative approval of certain applications.

* * *

(b) The Town Clerk is further authorized to administratively approve the following applications:

(1) Temporary permits during the time in which a transfer application is pending;

(2) Changing, altering, or modifying premises;

(3) Tasting applications; ~~and~~

(4) Communal outdoor dining area applications-; and

(5) Festival permits.

* * *

Section 2. The Parker Municipal Code is amended by the addition thereto of a new Section 5.02.840 entitled, "Local festival permit required" to read as follows:

5.02.840 Local festival permit required.

(a) A licensee wishing to host a festival must first obtain a permit from the state and the local licensing authority. However, a limited winery or winery licensee is not required to obtain a local festival permit. A licensee applying for both a festival

permit and special event permit from the state does not need to obtain a local festival permit.

(b) The following license types are eligible to apply for a local festival permit:

- (1) Beer and wine;
- (2) Brew pub;
- (3) Distillery pub;
- (4) Hotel and restaurant;
- (5) Manufacturer;
- (6) Tavern;
- (7) Vintner's restaurant; and
- (8) Wholesaler.

(c) The licensee who hosts the festival must be the licensee who files the application for the festival permit; however, other licensees of the type described in subsection (b) above may jointly participate under the permit issued to the licensee that applied for the permit.

(d) A festival permit granted hereunder allows a licensee to hold nine (9) festivals during the twelve-month period after the permit is issued. To hold any festival after the initial festival, which is described in the initial application for a festival permit, the permittee must file a supplemental application with the state and local licensing authorities as described in Subsection (h) below.

(e) In no case shall a festival be held for longer than seventy-two (72) hours.

(f) Application for issuance of a festival permit. The applicant for a festival permit must:

- (1) Specify the licensed premises for the first festival to be held;
- (2) File the application with the local licensing authority at least ten (10) days before the first festival is to be held, including an application(s) to the Town for a community event permit at least forty-five (45) days before any festival;
- (3) Obtained a community event permit from the Town, and otherwise have a right to occupy the premises sought for the festival permit; and
- (4) Established the physical boundaries of the festival permit area in a manner to assure to the satisfaction of the local licensing authority that alcohol

beverages for on-premises consumption will be kept within the physical boundaries of the festival permit area.

(g) Denial of a festival permit. The local licensing authority may deny a festival permit, or a supplemental application, as described in this Section, for the following reasons:

- (1) A documented history of violations;
- (2) The filing of an incomplete or late application;
- (3) A finding that the application, if granted, would result in violation of state or local laws, rules, or regulations.

(h) Supplemental applications. To hold any additional festival after the initial festival, which was described in the initial application, the permittee must notify the state and local licensing authority and include the information required in Subsections (f)(3) and (f)(4) above at least ten (10) days prior to any additional festival being held.

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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: October 18, 2021

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.341 – First Reading**
A Bill for an Ordinance to Approve the Colorado Opioids Settlement Memorandum of Understanding between the State of Colorado Acting through its Attorney General and the Colorado Department of Law, and the Participating Local Governments, including the Town of Parker
Department: Town Attorney, Jim Maloney
Town Attorney, Jamie Wynn
Second Reading: November 1, 2021

EXECUTIVE SUMMARY

The purpose of this ordinance is for the Town Council to consider a memorandum of understanding with the State of Colorado and other participating local governments to share in the proceeds from the settlement of a lawsuit that was filed against certain pharmaceutical companies that made and distributed opioids.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

A lawsuit was filed in the Colorado U.S. District Court against the nation's largest pharmaceutical companies that made and distributed opioids (the "Litigation"). The basis of the Litigation was that these companies, through their marketing policies, fueled an epidemic of overdoses and deaths. In July of this year, a major group of pharmaceutical companies agreed to a proposed settlement of the Litigation (the "Distributors"), which may result in \$26 billion being paid out to state and local governments, with a potential of \$300 million being paid out to Colorado (the "Settlement"). On August 22, 2021, the Colorado Attorney General, Phil Weiser, announced that Colorado would participate in the Settlement. On September 4, 2021, the Distributors announced they would proceed with the Settlement, given the number of states that agreed to participate in the Settlement.

Each local government must now agree to waive any present or future claims against the Distributors in exchange for participating in the Settlement ("Participating Local Governments"). Under the Settlement, every municipality with a population in excess of 10,000

must agree to this waiver, in order to maximize Colorado's receipt of Settlement funds. In this regard, each local government is being asked to approve two interrelated and mutually dependent documents: (1) a "Subdivision Participation Agreement" committing the local government to waive any present or future claims against the Distributors; and (2) the memorandum of understanding ("MOU") that will allocate Colorado's share of the \$300 million in proceeds as follows: (1) 20% direct allocation to all Participating Local Governments that have signed the Settlement; (2) 60% allocation to newly formed regional entities that will be governed by local officials on a regional level (Douglas County is Region 12); (3) 10% allocation for statewide infrastructure projects; and (4) 10% allocation to the state for discretionary spending.

The initial estimate of the amount to be allocated to the Town, according to the Office of the Colorado Attorney General, is approximately \$250,000 to be paid out over 18 years, with more of the money paid out in the earlier years. Douglas County, as a local government, will receive approximately \$2 million and Douglas County, as a region, will receive approximately \$6.5 million, both to be paid out over 18 years.

According to the MOU, the money can only be used for approved purposes, which means forward-looking strategies to abate the opioid epidemic (the "Approved Purposes"). Under the MOU, the Town may (1) accept the funds to be used for Approved Purposes; (2) forego the allocation and direct the allocation to Region 12 (Douglas County area or anywhere in the state of Colorado); or (3) choose not to become a Participating Local Government, which will result in the Town's allocation being reallocated to Region 12 (Douglas County area).

FINANCIAL IMPACT

Estimated up to \$250,000 allocated to the Town.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.341

RECOMMENDED MOTION

I move to approve Ordinance No. 9.341 on first reading and to schedule second reading for November 1, 2021, as part of the consent agenda.

ORDINANCE NO. 9.341, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF COLORADO ACTING THROUGH ITS ATTORNEY GENERAL AND THE COLORADO DEPARTMENT OF LAW, AND THE PARTICIPATING LOCAL GOVERNMENTS, INCLUDING THE TOWN OF PARKER

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

Section 1. The Town Council of the Town of Parker hereby approves the Colorado Opioids Settlement Memorandum of Understanding between the State of Colorado acting through its Attorney General and the Colorado Department of Law, and the Participating Local Governments, including the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING ("MOU")

Thursday, August 26, 2021

August 25, 2021 Attorney General version

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic as identified by the terms of any Settlement. If a Settlement is silent on Approved Purpose(s), then Approved Purpose(s) shall mean those forward-looking strategies to abate the opioid epidemic identified in **Exhibit A** or any supplemental forward-looking abatement strategies added to **Exhibit A** by the Abatement Council. Consistent with the terms of any Settlement, "Approved Purposes" shall also include the reasonable administrative costs associated with overseeing and administering Opioid Funds from each of the four (4) Shares described in Section (B)(2). Reimbursement by the State or Local Governments for past expenses are not Approved Purpose(s). "Approved Purposes" shall include attorneys' fees and expenses incurred in the course of the opioid litigation that are paid through the process discussed below.
2. "County Area" shall mean a county in the State of Colorado plus the Local Governments, or portion of any Local Government, within that county.
3. "Effective Date" shall mean the date on which a court of competent jurisdiction, including any bankruptcy court, enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger the formation of the Abatement Council in Section (C) and the Regional Councils in Section (F)(5).¹
4. "General Abatement Fund Council," or "Abatement Council," shall have the meaning described in Section (C), below.

¹ For the avoidance of doubt, the McKinsey Settlement and any other Settlement that precedes the finalization of drafting this MOU are not considered a trigger for purposes of the calculation of "Effective Date."

5. “Local Government(s)” shall mean all counties in the State of Colorado and the municipalities, towns, and county and city municipal corporations that are listed in **Exhibit B**.
6. “National Opioid Settlement Administrative Fund” shall mean any fund identified by a Settlement for the national distribution of Opioid Funds.
7. “Opioid Funds” shall mean damage awards obtained through a Settlement.
8. “Opioid Settling Defendant” shall mean any person or entity, or its affiliates, that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
9. “Participating Local Government(s)” shall mean all Local Governments that sign this MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s). For the avoidance of doubt, a Local Government must sign this MOU to become a “Participating Local Government.” Local Governments may designate the appropriate individual from their entity to sign the MOU.
10. “Party” or “Parties” shall mean the State and/or Participating Local Government(s).
11. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).
12. “Regional Council” shall have the meaning described in Section (F)(5), below.
13. “Settlement” shall mean the negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, “Settlement” shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant.
14. “The State” shall mean the State of Colorado acting through its Attorney General and the Colorado Department of Law.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be held in accordance with the terms of any Settlement. If a Settlement allows Opioid Funds to be held in a National Opioid Settlement Administrative Fund, then Opioid Funds shall be held in such National Opioid Settlement Administrative Fund. If a Settlement does not allow for Opioid Funds

to be held in a National Opioid Settlement Administrative Fund, Opioid Funds shall be held in a Colorado-specific QSF Account or, under the following limited circumstances, in the State's Custodial Account: 1) if at the time of a Settlement, a Colorado-specific QSF Account is not yet established, although in such case, the Opioid Funds shall be transferred to the Colorado-specific QSF Account once it is established or 2) where the Abatement Fund Council determines Opioids Funds cannot be legally held in a Colorado-specific QSF Account. Regardless of whether Opioid Funds are held in a National Administrative Fund, a Colorado-specific QSF Account, or in the State's Custodial Account, the Abatement Council shall appoint one of its members to serve as the point of contact in accordance Section (C)(4)(b)(i), below.

2. All Opioid Funds, at the time of a Settlement or at the time designated in the Settlement documents, shall be divided and distributed as follows:²
 - a. **10%** directly to the State ("State Share") for Approved Purposes in accordance with Section (D), below;
 - b. **20%** directly to Participating Local Governments ("LG Share") for Approved Purposes in accordance with Section (E), below;
 - c. **60%** directly to Regions ("Regional Share") for Approved Purposes in accordance with Section (F), below; and
 - d. **10%** to specific abatement infrastructure projects ("Statewide Infrastructure Share") for Approved Purposes in accordance with Section (G), below.
3. Distribution of the Shares in Section B(2)(a) – (d) shall be direct, meaning that funds held in accordance with Section B(1) shall be disbursed directly to the State, Participating Local Governments, Regions, and the Statewide Infrastructure Share according to the terms of this MOU.
4. All Opioid Funds, regardless of allocation, shall be used for Approved Purposes.
5. Participating Local Governments may elect to share, pool, or collaborate with their respective allocation of the LG or Regional Shares in any manner they choose, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

C. General Abatement Fund Council

1. A General Abatement Fund Council (the "Abatement Council"), consisting of representatives appointed by the State and Participating Local Governments, shall

² This MOU treats multi-county health departments as county health departments for purposes of allocation and distribution of abatement proceeds and therefore multi-county health departments shall not receive any Opioid Funds directly. Third-Party Payors ("TPPs") are not Parties to this MOU.

be created to ensure the distribution of Opioid Funds complies with the terms of any Settlement and to provide oversight of the Opioid Funds in accordance with the terms of this MOU.

2. **Membership:** The Abatement Council shall consist of the following thirteen (13) members, who shall serve in their official capacity only.

a. **State Members:** Seven (7) members shall be appointed by the State, as authorized volunteers of the State, as follows:

- (i) A Chair to serve as a non-voting member, except in the event of a tie;
- (ii) Two (2) members who are licensed professionals with significant experience in substance use disorders;
- (iii) Three (3) members who are professionals with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or government administration related to substance use disorders; and
- (iv) One (1) member or family member affected directly by the opioid crisis.

b. **Local Government Members:** Six (6) members shall be appointed by the Participating Local Governments. Local Government Members shall be a County Commissioner, Mayor, City or Town Council Member, or a professional with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or governmental administration related to substance use disorders. A Participating Local Government may determine which Local Government Members are eligible (or ineligible) to serve on the General Abatement Fund Council. County Commissioners, City or Town Council Members, and/or Mayors from the Regions identified in **Exhibit C** shall collaborate to appoint Local Government Members as follows:

- (i) Two (2) Members from Regions 1, 5, 13, 14, 15, 17, 18;
- (ii) Two (2) Members from Regions 2, 6, 7, 8, 9, 10, 11, 12, 16; and
- (iii) Two (2) Members from Regions 3, 4, 19.

c. **Terms:** The Abatement Council shall be established within ninety (90) days of the Effective Date. In order to do so, within sixty (60) days of the Effective Date, the State shall appoint the State Members in accordance with Section (C)(2)(a), and after conferral with the Local Governments, CCI and CML shall jointly appoint six (6) Local Government Members for an initial term not to exceed one year. Thereafter, Members shall be

appointed in accordance with this Section and Sections (C)(2)(a) and (b) and may serve no more than two (2) consecutive two-year terms, for a total of four (4) consecutive years. Except that, beginning in the second year only, two (2) State Members and two (2) Local Government members shall be appointed for a three-year term and may serve one consecutive two-year term thereafter. The Chair shall have no term but may be replaced at the State's discretion.

- (i) If a State or Local Government Member resigns or is otherwise removed from the Abatement Council prior to the expiration of their term, a replacement Member shall be appointed within sixty (60) days in accordance with Sections (C)(2)(a) and (b).
- (ii) If a Local Government Member vacancy exists for more than sixty (60) days, the State shall appoint a replacement Local Government Member to serve until the vacancy is filled in accordance with Section (C)(2)(b).

- 3. **Duties:** The Abatement Council is primarily responsible for ensuring that the distribution of Opioid Funds complies with the terms of this MOU. The Abatement Council is also responsible for oversight of Opioid Funds from the Regional Share in accordance with Section (F), below, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share in accordance with Section (G) below.
- 4. **Governance:** The Abatement Council shall draft its own bylaws or other governing documents, which must include appropriate conflict of interest and dispute resolution provisions, in accordance with the terms of this MOU and the following principles:
 - a. **Authority:** The Abatement Council does not have rulemaking authority. The terms of this MOU and any Settlement, as entered by any court of competent jurisdiction, including any bankruptcy court, control the authority of the Abatement Council and the Abatement Council shall not stray outside the bounds of the authority and power vested by this MOU and any Settlement.
 - b. **Administration:** The Abatement Council shall be responsible for an accounting of all Opioid Funds. The Abatement Council shall be responsible for releasing Opioid Funds in accordance with Section (B)(1) for the Regional and Statewide Infrastructure Shares in Sections (B)(2)(c) and (d) and shall develop policies and procedures for the release and oversight of such funds in accordance with Sections (F) and (G). Should the Abatement Council require assistance with providing an accounting of Opioid Funds, it may seek assistance from the State.

- (i) The Abatement Council shall appoint one of its members to serve as a point of contact for the purpose of communicating with the entity holding Opioid Funds in accordance with Section (B)(1) and in that role shall only act as directed by the Abatement Council.
- c. **Transparency:** The Abatement Council shall operate with all reasonable transparency and operate in a manner consistent with all Colorado laws relating to open records and meetings regardless of whether the Abatement Council is otherwise obligated to comply with them.
 - (i) The Abatement Council shall develop a centralized public dashboard or other repository for the publication of expenditure data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G).
 - (ii) The Abatement Council may also require outcome related data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G) and may publish such outcome related data in the centralized public dashboard or other repository described above. In determining which outcome related data may be required, the Abatement Council shall work with all Parties and Regional Councils to identify appropriate data sets and develop reasonable procedures for collecting such data sets so that the administrative burden does not outweigh the benefit of producing such outcome related data.
 - (iii) For purposes of funding the centralized public dashboard or other repository described above, the Abatement Council shall make good faith efforts to seek funding from outside sources first, otherwise the State shall provide such funding.
- d. **Collaboration:** The Abatement Council shall facilitate collaboration between the State, Participating Local Governments, Regional Councils, and other stakeholders for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.
- e. **Decision Making:** The Abatement Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, unless otherwise required in this MOU, the Abatement Council shall make decisions by a majority vote of its Members. The Chair shall only vote in the event of a tie.
- f. **Due Process:** The Abatement Council shall develop the due process procedures required by Section (G)(3)(d) for Parties to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council

shall also abide by the due process principles required by Section (F)(12)-(13) for Regions to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Regional Share.

- g. **Legal Status:** The Abatement Council shall not constitute a separate legal entity.
- h. **Legal Representation:** To the extent permitted by law, the State shall provide legal counsel to State Members for all legal issues arising from those State Members' work on the Abatement Council. At all times, Local Government Members of the Abatement Council are entitled to receive legal representation from their respective governmental entities. In the event of a conflict, the Abatement Council and its members may retain the services of other legal counsel.
- i. **Compensation:** No member of the Abatement Council shall be compensated for their work related to the Abatement Council.

D. State Share

- 1. In accordance with Sections (B)(1) and (B)(2)(a), and the terms of any Settlement, the State Share shall be paid directly to the State in accordance with the terms of this Section (D).
- 2. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado, however, the State Share shall be used for Approved Purposes only. The State will work to reduce administrative costs as much as practicable.
- 3. On an annual basis, as determined by the Abatement Council, the State shall provide all expenditure data, including administrative costs, from the State Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require the State to provide additional outcome-related data in accordance with Section (C)(4)(c)(ii) and the State shall comply with such requirements.
- 4. If the State disputes the amount of Opioid Funds it receives from the State Share, the State shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the State's right to seek recoupment of any deficiency in its State Share.

E. LG Share

- 1. In accordance with Sections (B)(1) and (B)(2)(b), and the terms of any Settlement, the LG Share shall be paid directly to Participating Local Governments in accordance with the terms of this Section (E).

2. Allocations to Participating Local Governments from the LG Share shall first be determined using the percentages shown in **Exhibit D**.
3. The LG Share for each County Area shall then be allocated among the county and the other Participating Local Governments within it. **Exhibit E** reflects the default allocation that will apply unless the Participating Local Governments within a County Area enter into a written agreement providing for a different allocation. The Participating Local Governments may elect to modify the allocation for a County Area in **Exhibit E**, but such modification to the allocation in **Exhibit E** shall not change a County Area's total allocation under Section (E)(2).
4. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation from the LG Share. The portion of the LG Share that would have been allocated to a Local Government that is not a Participating Local Government will instead be re-allocated to the Regional Share for the Region where the Local Government is located, in accordance with Section (F), below.
5. In the event a Participating Local Government dissolves or ceases to exist during the term of any Settlement, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Regional Share for the Region in which the Participating Local Government was located, in accordance with Section (F). If a Participating Local Government merges with another Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the successor Participating Local Government's allocation of the LG Share. If a Participating Local Government merges with a Local Government that is not a Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Region in which the merging Participating Local Government was located, in accordance with Section (F), below.
6. A Participating Local Government may forego its allocation of the LG Share and direct its allocation to the Regional Share for the Region where the Participating Local Government is located, in accordance with Section (F) below, by affirmatively notifying the Abatement Council on an annual basis of its decision to forego its allocation of the LG Share. A Participating Local Government's election to forego its allocation of the LG Share shall carry over to the following year unless the Participating Local Government notifies the Abatement Council otherwise. If a Participating Local Government elects to forego its allocation of the LG Share, the Participating Local Government shall be excused from the reporting requirements required by Section (E)(8).
7. Participating Local Governments maintain full discretion over the distribution of their allocation of the LG Share anywhere within the State of Colorado, however,

all Participating Local Governments shall use their allocation from the LG Share for Approved Purposes only. Reasonable administrative costs for a Participating Local Government to administer its allocation of the LG Share shall not exceed actual costs or 10% of the Participating Local Government's allocation of the LG Share, whichever is less.

8. On an annual basis, as determined by the Abatement Council, all Participating Local Governments shall provide all expenditure data, including administrative costs, from their allocation of the LG Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require Participating Local Governments to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and all Participating Local Governments shall comply with such requirements.
9. If any Participating Local Government disputes the amount of Opioid Funds it receives from its allocation of the LG Share, the Participating Local Government shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its LG Share.

F. Regional Share

1. In accordance with Sections (B)(1) and (B)(2)(c), and the terms of any Settlement, the Regional Share shall be paid to the Regions in accordance with the terms of this Section (F).
2. Participating Local Governments shall organize themselves into the Regions depicted in **Exhibit C**. Municipalities located in multiple Regions may join all or some of the Regions in which they are located according to **Exhibit C**.
3. Allocations to Regions will be distributed according to **Exhibit F**. For multi-county Regions, each Region's share listed in **Exhibit F** is calculated by summing the individual percentage shares listed in **Exhibit D** for the counties within that Region. The percentages in **Exhibit F** are based on the assumption that every Local Government in each Region becomes a Participating Local Government.
4. In the event a city, town, or other municipality that is a Participating Local Government merges, dissolves, or ceases to exist during the term of any Settlement, the allocation of the Regional Share owed to the Region in which that Participating Local Government existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with another county within its Region, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with a county in a different Region during the term of

any Settlement, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the Region in which that Participating Local Government merged in accordance with **Exhibit F**.

5. Each Region must create its own Regional Council while giving consideration to the regional governance models illustrated in **Exhibit G**. The Regional Council must be formed by the Participating Local Governments within the Region and each Regional Council shall designate a fiscal agent for the Region. Regional fiscal agents shall be county or municipal governments only. All funds from the Regional Share shall be distributed to the Regional Council's identified fiscal agent for the benefit of the entire Region.
 - a. Subject to this Section F(5), each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. However, each voting member of a Regional Council shall be an employee or elected official of a Participating Local Government within the applicable Region. In the case of Denver, the voting members of its Regional Council shall be appointed by the Mayor. In the case of Broomfield, the voting members of its Regional Council shall be appointed by the Broomfield City and County Manager.
 - b. The Region shall not receive any Opioid Funds from the Regional Share until the Region certifies to the Abatement Council that its Regional Council has been formed and a fiscal agent has been designated. Such certification shall be in a simple form adopted by the Region and may be made via email, so long as it includes the names and affiliations of the Regional Council's members and the designated fiscal agent.
 - c. If a Region does not form and certify its Regional Council and designate its fiscal agent within one-hundred and eighty (180) days of the Effective Date, the Abatement Council shall appoint members to the Region's Regional Council. Regional Council members appointed by the Abatement Council shall serve until the Region certifies the formation of its Regional Council to the Abatement Council.
 - d. A Region shall submit a renewed certification required by Section (F)(5)(b), above, when its membership changes.
 - e. If a membership vacancy exists on a Regional Council for more than ninety (90) days and the Regional Council is unable to fill the vacancy by its regular procedures during that time, the Abatement Council shall appoint a replacement member to serve until the Region fills the vacancy.

6. A Local Government that chooses not to become a Participating Local Government shall not receive any Opioid Funds from the Regional Share or participate in the Regional Councils described in Section (F)(5) above.
7. Each Regional Council shall make requests to the Abatement Council for Opioid Funds from their allocation of the Regional Share. Each Regional Council's request for Opioid Funds from the Regional Share shall be accompanied by a 2-year plan identifying the Approved Purposes for which the requested funds will be used by the Region anywhere within the State of Colorado. A Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of this MOU and any Settlement. Any Regional Council may seek assistance from the Abatement Council for purposes of developing its 2-year plan.
8. Reasonable administrative costs for a Regional Council to administer its Region's allocation of the Regional Share shall not exceed actual costs or 10% of the Region's allocation of the Regional Share, whichever is less.
9. The Abatement Council shall release funds requested by a Regional Council in accordance with Section (B)(1) if the Regional Council's 2-year plan complies with the Approved Purposes, the terms of this MOU, and the terms of any Settlement. The Abatement Council shall not deny any funding request from a Regional Council on the basis that the Abatement Council does not approve or agree with the Approved Purposes for which a Regional Council requests Opioid Funds from the Regional Share. Nor may the Abatement Council hold up, delay, or make unreasonable requests for additional or supporting information of the Regional Council prior to releasing the requested Opioid Funds. The purpose of this MOU is to facilitate Opioid Funds to their intended recipients quickly and efficiently with minimal administrative procedure.
10. On an annual basis, as determined by the Abatement Council, each Regional Council's fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data, including administrative costs, from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan. The Regional Council shall subject itself to an accounting at the Abatement Council's discretion.
 - a. The Abatement Council shall review a Regional Council's expenditure data and certification to ensure compliance with the Regional Council's 2-year plan, the Approved Purposes, and the terms of this MOU and any Settlement.
 - b. The Abatement Council shall publish the Regional Council's expenditure data, including administrative costs, from the Regional Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require Regional Councils to provide additional outcome related data in

accordance with Section (C)(4)(c)(ii) and all Regional Councils shall comply with such requirements.

11. If any Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
12. If the Abatement Council has reason to believe a Region's expenditure of its allocation of the Regional Share did not comply with the Region's 2-year Plan, the Approved Purposes, the terms of this MOU or any Settlement, as described in this Section (F), or that the Region otherwise misused its allocation of the Regional Share, the Abatement Council may take remedial action against the alleged offending Region. Such remedial action is left to the discretion of the Abatement Council and may include but not be limited to, withholding future Opioids Funds owed to the offending Region or requiring the offending Region to reimburse improperly expended Opioid Funds to the Regional Share.
13. Within one hundred and twenty (120) days of the Abatement Council being formed, in accordance with Section (C)(2)(c) above, the Abatement Council shall develop and publish due process procedures for allowing a Region to challenge or dispute any remedial action taken by the Abatement Council, including timelines during which the Region may engage in such a challenge or dispute. Such due process procedures shall reflect, at a minimum, the following principles:
 - a. Upon learning of any conduct that may warrant remedial action against a Region, the Abatement Council shall first provide notice to the Region of the conduct at issue, provide the Region an opportunity to respond, and, if appropriate, cure the alleged offending conduct. If after providing the Region such notice and opportunities to respond and cure, the Abatement Council continues to believe remedial action is warranted, the Abatement Council may take such remedial action.
 - b. If the Abatement Council decides to take remedial action against an alleged offending Region, such action may only occur by a two-thirds supermajority vote of the Abatement Council. Thus, an Abatement Council made up of twelve (12) voting members requires a vote of eight (8) Members prior to taking remedial action against an alleged offending Region.
 - c. Prior to taking any remedial action against an alleged offending Region, the Abatement Council shall first provide notice to the alleged offending Region of the remedial action to be taken and the facts underlying such remedial action. The Abatement Council shall then provide the alleged

offending Region an opportunity to challenge or dispute the remedial action in accordance with, at a minimum, the principles below:

- i. The alleged offending Region may request revisions or modifications to the proposed remedial action;
 - ii. The alleged offending Region may submit a written response to and/or request a hearing before the Abatement Council, or a third-party hearing officer,³ regarding the alleged offending conduct and proposed remedial action; and
 - iii. After such written responses are submitted and reviewed and/or a hearing is conducted, the alleged offending Region may submit an appeal to the Abatement Council of the decision to take remedial action.
- d. Remedial actions taken by the Abatement Council, in accordance with the due process principles detailed above, shall be considered final non-appealable orders and offending Regions may not seek judicial relief from remedial action taken by the Abatement Council, except as provided in Section (H), below.
- e. Subject to Section (H)(2), below, if any Party(ies) believes the Abatement Council violated the terms of this MOU, such Party(ies) may seek to enforce the terms of this MOU.

14. If the Abatement Council has reason to believe a Region's conduct, or the conduct of any Participating Local Government or individual in that Region, amounts to a violation of any criminal law, the Abatement Council shall refer such matters to the appropriate authorities and may consider such conduct in its determination of any remedial action to be taken.

15. If the Abatement Council has reason to believe that an individual involved in the receipt or administration of Opioid Funds from the Regional Share has violated any applicable ethics rules or codes, the Abatement Council shall not attempt to adjudicate such a violation. In such instances, the Abatement Council shall lodge a complaint with the appropriate forum for handling such ethical matters, such as a local home rule municipality's ethics board.

16. Costs associated with the Abatement Council's distribution and oversight of the Regional Share, as described above in this Section (F), including costs associated with any remedial action by the Abatement Council, shall be paid from the Statewide

³ Only an alleged offending Region may request the appointment of a third-party hearing officer to review any written responses and conduct any requested hearings. If an alleged offending Region makes such a request, the Abatement Council has sole discretion to appoint the third-party hearing officer and the alleged offending Region shall bear the cost of such review and/or hearing by the third-party hearing officer.

Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

G. Statewide Infrastructure Share

1. In accordance with Sections B(1) and (B)(2)(d), and the terms of any Settlement, the Statewide Infrastructure Share shall be paid to any Party or Regional Council in accordance with this Section (G).
2. The purpose of the Statewide Infrastructure Share is to promote capital improvements and provide operational assistance for developing or improving the infrastructure necessary to abate the opioid crisis anywhere within the State of Colorado. The Statewide Infrastructure Share is intended to supplement Opioid Funds received by any Party or Region.
3. Prior to distributing any Opioid Funds from the Statewide Infrastructure Share, the Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for Parties or Regions to apply for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council's policies and procedures shall, at a minimum, reflect the following principles:
 - a. Opioid Funds from the Statewide Infrastructure Share shall be used for Approved Purposes only;
 - b. Opioid Funds from the Statewide Infrastructure Share shall be paid directly to the appropriate state agencies (including but not limited to the Colorado Department of Law), Regional fiscal agents, or Participating Local Governments only;
 - c. Distribution and oversight of the Statewide Infrastructure Share shall comply with the terms of this MOU and any Settlement;
 - d. Appropriate processes for remedial action will be taken against Parties or Regions that misuse Opioid Funds from the Statewide Infrastructure Share. Such processes shall include procedures for alleged offending Parties or Regions to challenge or dispute such remedial action; and
 - e. Limitations on administrative costs to be expended by recipients for administering Opioid Funds received from the Statewide Infrastructure Fund, not to exceed actual costs expended by the recipient or 10% of the amount received, whichever is less.
4. The distribution and oversight policies and procedures developed by the Abatement Council, in accordance with Section (G)(3), shall be non-appealable orders and no Party or Region may seek judicial relief related to the distribution and oversight of the Statewide Infrastructure Share.

5. On an annual basis, as determined by the Abatement Council, any Party or Regional Council that receives funds from the Statewide Infrastructure Share shall provide all expenditure data, including administrative costs, related to any Opioid Funds it received from the Statewide Infrastructure Share and subject itself to an accounting as required by the Abatement Council. The Abatement Council shall publish all expenditure data from the Statewide Infrastructure Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require the Parties or Regional Councils that receive funds from the Statewide Infrastructure Share to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and the Parties or Regional Councils shall comply with such requirements.
6. Costs associated with the Abatement Council's distribution and oversight of the Statewide Infrastructure Share, as described in this Section (G), shall be paid for from the Statewide Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

H. General Terms

1. All Parties and Regional Councils shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by the Abatement Council, any other Party or Regional Council, or the public. Records requested by the public shall be produced in accordance with Colorado's open records laws. Records requested by the Abatement Council or another Party or a Regional Council shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Party or Regional Council's obligations under Colorado's open records laws.
2. If any Party(ies) believes the Abatement Council has violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU, provided the alleging Party(ies) first provides notice to the Abatement Council of the alleged violation and a reasonable opportunity to cure the alleged violation. In such an enforcement action, the alleging Party(ies) may only seek to enforce the terms of the MOU against the State and the Participating Local Governments from which the Local Government Members of the Abatement Council were appointed and may only seek declaratory and/or injunctive relief. In defense of such an enforcement action, the State's Members of the Abatement Council shall be represented by the State and the Local Government Members shall be represented by the Participating Local Governments from which the Local Government Members were appointed. In the event of a conflict, the Abatement Council and its Members may seek outside representation to defend itself against such an enforcement action.
3. If any Party(ies) believes another Party(ies), not including the Abatement Council, violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Party(ies) first provide the alleged offending Party(ies)

notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Party or alleged offending Party(ies) may be represented by their respective public entity in accordance with Colorado law.

4. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Colorado law. In such an action, the alleged offending Party(ies), including the Abatement Council, may be represented by their respective public entities in accordance with Colorado law. In the event of a conflict, any Party, including the Abatement Council and its Members, may seek outside representation to defend itself against such an action.
5. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioids Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, such as a local home rule municipality's ethics board.
6. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioid Funds violated any Colorado criminal law, such conduct shall be reported to the appropriate criminal authorities.
7. Venue for any legal action related to this MOU shall be in a court of competent jurisdiction where any applicable Settlement(s) is entered.
8. Because recovery under the terms of different Settlement(s) may vary depending on the number of Parties required to effectuate a Settlement, the Parties may conditionally agree to sign on to the MOU through a letter of intent, resolution or similar written statement, declaration or pronouncement declaring their intent to sign on to the MOU if the threshold for Party participation in a specific Settlement is achieved.⁴
9. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or

⁴ For instance, the July 21, 2021 "Distributor Settlement Agreement" includes a "Subdivision Settlement Agreement Form" that, once filled out and executed, is meant to indicate that Local Government's (or Subdivision's) election to participate in that Distributor Settlement and also, to require that Local Government to take steps to formally release any claim it may have against the Settling Distributors. With regard to the Distributor Settlement Agreement or any other Settlements that include a form similar to the Subdivision Settlement Agreement Form, the Parties may still conditionally agree to sign on to the MOU if, for instance, the threshold for Party participation in a specific Settlement is achieved.

because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

10. Each party represents that all procedures necessary to authorize such Party's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

I. Payment of Counsel and Litigation Expenses Through a Back-Stop Fund

1. Some Settlements, including the McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Distributor") and Johnson & Johnson/Janssen ("J&J") settlements, may provide for the payment of all or a portion of the fees and litigation expenses owed by Participating Local Governments to counsel specifically retained to file suit in the opioid litigation. If any Settlement is insufficient to cover the fee obligations of the Participating Local Governments (as discussed and modified by Judge Polster's Order of August 6 regarding fees for the Distributor and J&J settlements), the deficiencies will be covered as set forth in further detail below.
2. The Parties also recognize that, as in the Distributor and J&J settlements, certain Opioid Settling Defendants may offer premiums benefiting the entire state of Colorado when Participating Local Governments agree to the Settlement(s), thereby settling their claims in their on-going lawsuits. For example, below is the chart illustrating how Incentive Payment B (a 25% premium to the entire state) works in the Distributor Settlement at Section IV.F.2.b (p. 20):

Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population⁵	Incentive Payment B Eligibility Percentage
Up to 85%	0%
85%+	30%
86+	40%
91+	50%
95+	60%
99%+	95%
100%	100%

3. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"),

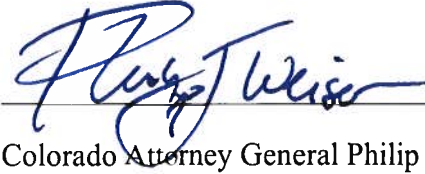
and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund (“Court-Ordered Common Benefit Fund Assessment”), then the Participating Local Governments shall be required to first seek to have their attorneys’ fees and expenses paid through the Common Benefit Fund.

4. For the Distributor and J&J settlements only, counsel for Participating Local Governments shall have their expenses otherwise recoverable from Colorado Participating Local Governments compensated only through the Common Benefit Fund(s) established in those settlement(s). For the avoidance of doubt, counsel for Participating Local Governments may recover their attorneys’ fees through the Distributor and J&J settlements and through the other applicable provisions of this Section (I).
5. In addition, as a means of covering any deficiencies in paying counsel for Participating Local Governments, a supplemental Colorado Attorney Fee Back-Stop Fund shall be established. The Colorado Attorney Fee Back-Stop Fund is to be used to compensate counsel for Participating Local Governments that filed an initial complaint in the opioid litigation by September 1, 2020 (“Litigating Participating Local Governments”).
6. Payments out of the Colorado Attorney Fee Back-Stop Fund shall be determined by a committee (the “Opioid Fee and Expense Committee”). The Opioid Fee and Expense Committee shall consist of the following five (5) members:
 - a. One (1) member appointed by CCI from a litigating county or from a litigating county and city municipal corporation;
 - b. One (1) member appointed by CML from a litigating city;
 - c. One (1) member appointed jointly by CCI and CML from a non-litigating county or city;
 - d. One (1) member appointed by the Attorney General’s Office; and
 - e. One (1) neutral member jointly appointed by all of the other members listed above.
7. The Colorado Attorney Fee Back-Stop Fund shall be funded as follows from any Settlement, excluding settlements involving McKinsey and payments resulting from the Purdue or Mallinckrodt bankruptcy. For purposes only of calculating the funding of the Colorado Attorney Fee Back-Stop Fund, the Parties deem 58% of the total LG Share and Regional Share to be attributable to the Litigating Local Governments. The Colorado Attorney Fee Back-Stop Fund shall be funded by 8.7% of the total LG Share and 4.35% of the total Regional Share at the time such funds are actually received. No funds deposited into the Colorado Attorney Fee Back-Stop Fund will be taken from the Statewide Infrastructure Share or State Share.

8. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund only after applying to the Common Benefit Fund.
9. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund for only a shortfall – that is, the difference between what their fee agreements would entitle them to (as limited by this Section (I)) minus what they have already collected from the Common Benefit Fund (including both the “common benefit” and “contingency fee” calculations, if any). If they receive fees/costs for common benefit work in the national fee fund, these fees/costs will be allocated proportionately across all their local government opioid clients based on the allocation model used in the Negotiation Class website to allocate the appropriate portion to Colorado clients.
10. Counsel for Litigating Participating Local Governments are limited to being paid, at most, and assuming adequate funds are available in any Common Benefit Fund and Colorado Attorney Fee Back-Stop Fund, fees in an amount equal to 15% of the LG Share and 7.5% of the Regional Share attributable to their Colorado clients.
11. Any funds remaining in the Colorado Attorney Fee Back-Stop Fund in excess of the amounts needed to cover the fees and litigation expenses owed by Litigating Participating Local Governments to their respective counsel shall revert to the Participating Local Governments according to the allocations described in Sections (E) and (F). Every two years, the Opioid Fee and Expense Committee shall assess the amount remaining in the Colorado Attorney Fee Back-Stop Fund to determine if it is overfunded.
12. Despite the fact that a litigating entity bonus benefits the entire state, no portion of the State Share shall be used to fund the Colorado Attorney Fee Back-Stop Fund or in any other way to fund any Participating Local Government’s attorneys’ fees and expenses. Because the state did not hire outside counsel, any funds for attorneys fees that the state receives from the J&J and Distributor settlement will be deposited into the State Share.
13. To participate in the Colorado Attorney Fee Back-Stop Fund, counsel must follow the requirements of C.R.S. § 13-17-304.

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this 26 day of August, 2021 by:


Colorado Attorney General Philip J. Weiser

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this ____ day of _____, ____ by:

Name & Title_____

On behalf of _____

Exhibit A

POTENTIAL OPIOID ABATEMENT APPROVED PURPOSES

I. TREATMENT

A. TREATMENT OF OPIOID USE DISORDER AND ITS EFFECTS

1. Expand availability of treatment, including Medication-Assisted Treatment (MAT), for Opioid Use Disorder (OUD) and any co-occurring substance use or mental health issues.
2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.
3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).
4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
6. Scholarships for certified addiction counselors.
7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.
8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to training relating to MAT and harm reduction.
9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.
11. Development of a multistate/nationally accessible database whereby health care providers can list currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis.

12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.
13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

B. INTERVENTION

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer, if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorder.
3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.
6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
7. Create school-based contacts whom parents can engage to seek immediate treatment services for their child.
8. Develop best practices on addressing OUD in the workplace.
9. Support assistance programs for health care providers with OUD.
10. Engage non-profits and faith community as a system to support outreach for treatment.

C. CRIMINAL-JUSTICE-INVOLVED PERSONS

1. Address the needs of persons involved in the criminal justice system who have OUD and any co-occurring substance use disorders or mental health (SUD/MH) issues.

2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
 - a. Self-referral strategies such as Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.
4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.
7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

D. WOMEN WHO ARE OR MAY BECOME PREGNANT

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.

3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.
4. Child and family supports for parenting women with OUD.
5. Enhanced family supports and child care services for parents receiving treatment for OUD.

E. PEOPLE IN TREATMENT AND RECOVERY

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
5. Engaging non-profits and faith community as a system to support family members in their efforts to help the opioid user in the family.

II. PREVENTION

F. PRESCRIBING PRACTICES

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing.
3. Continuing Medical Education (CME) on prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private information, including but not limited to:

- a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
6. Educating dispensers on appropriate opioid dispensing.

G. MISUSE OF OPIOIDS

1. Corrective advertising/affirmative public education campaigns.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug-abuse prevention efforts.
5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.
7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. Engaging non-profits and faith community as a system to support prevention.

H. OVERDOSE DEATHS AND OTHER HARMS

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

3. Developing data tracking software and applications for overdoses/naloxone revivals.
4. Public education relating to emergency responses to overdoses.
5. Free naloxone for anyone in the community.
6. Public education relating to immunity and Good Samaritan laws.
7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

III. ADDITIONAL AREAS

I. SERVICES FOR CHILDREN

1. Support for children's services: Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

J. FIRST RESPONDERS

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Increase electronic prescribing to prevent diversion and forgery.

K. COMMUNITY LEADERSHIP

1. Regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.
2. Government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

L. STAFFING AND TRAINING

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

M. RESEARCH

1. Funding opioid abatement research.
2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to OUD.
3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research expanded modalities such as prescription methadone that can expand access to MAT.

N. OTHER

1. Administrative costs for any of the approved purposes on this list.

Exhibit B

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Adams County	Adams	County	
Arvada	Adams	City	2 counties
Aurora	Adams	City	3 counties
Bennett	Adams	City	2 counties
Brighton	Adams	City	2 counties
Commerce City	Adams	City	
Federal Heights	Adams	City	
Lochbuie	Adams	City	2 counties
Northglenn	Adams	City	2 counties
Thornton	Adams	City	2 counties
Westminster	Adams	City	2 counties
Alamosa County	Alamosa	County	
Alamosa	Alamosa	City	
Hooper	Alamosa	City	
Arapahoe County	Arapahoe	County	
Aurora	Arapahoe	City	3 counties
Bennett	Arapahoe	City	2 counties
Bow Mar	Arapahoe	City	2 counties
Centennial	Arapahoe	City	
Cherry Hills Village	Arapahoe	City	
Columbine Valley	Arapahoe	City	
Deer Trail	Arapahoe	City	
Englewood	Arapahoe	City	
Foxfield	Arapahoe	City	
Glendale	Arapahoe	City	
Greenwood Village	Arapahoe	City	
Littleton	Arapahoe	City	3 counties
Sheridan	Arapahoe	City	
Archuleta County	Archuleta	County	
Pagosa Springs	Archuleta	City	
Baca County	Baca	County	
Campo	Baca	City	
Pritchett	Baca	City	
Springfield	Baca	City	
Two Buttes	Baca	City	
Vilas	Baca	City	
Walsh	Baca	City	
Bent County	Bent	County	
Las Animas	Bent	City	
Boulder County	Boulder	County	
Boulder	Boulder	City	
Erie	Boulder	City	2 counties
Jamestown	Boulder	City	
Lafayette	Boulder	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Longmont	Boulder	City	2 counties
Louisville	Boulder	City	
Lyons	Boulder	City	
Nederland	Boulder	City	
Superior	Boulder	City	2 counties
Ward	Boulder	City	
Broomfield	Broomfield	City/County	
Chaffee County	Chaffee	County	
Buena Vista	Chaffee	City	
Poncha Springs	Chaffee	City	
Salida	Chaffee	City	
Cheyenne County	Cheyenne	County	
Cheyenne Wells	Cheyenne	City	
Kit Carson	Cheyenne	City	
Clear Creek County	Clear Creek	County	
Central City	Clear Creek	City	2 counties
Empire	Clear Creek	City	
Georgetown	Clear Creek	City	
Idaho Springs	Clear Creek	City	
Silver Plume	Clear Creek	City	
Conejos County	Conejos	County	
Antonito	Conejos	City	
La Jara	Conejos	City	
Manassa	Conejos	City	
Romeo	Conejos	City	
Sanford	Conejos	City	
Costilla County	Costilla	County	
Blanca	Costilla	City	
San Luis	Costilla	City	
Crowley County	Crowley	County	
Crowley	Crowley	City	
Olney Springs	Crowley	City	
Ordway	Crowley	City	
Sugar City	Crowley	City	
Custer County	Custer	County	
Silver Cliff	Custer	City	
Westcliffe	Custer	City	
Delta County	Delta	County	
Cedaredge	Delta	City	
Crawford	Delta	City	
Delta	Delta	City	
Hotchkiss	Delta	City	
Orchard City	Delta	City	
Paonia	Delta	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Denver	Denver	City/County	
Dolores County	Dolores	County	
Dove Creek	Dolores	City	
Rico	Dolores	City	
Douglas County	Douglas	County	
Aurora	Douglas	City	3 counties
Castle Pines	Douglas	City	
Castle Rock	Douglas	City	
Larkspur	Douglas	City	
Littleton	Douglas	City	3 counties
Lone Tree	Douglas	City	
Parker	Douglas	City	
Eagle County	Eagle	County	
Avon	Eagle	City	
Basalt	Eagle	City	2 counties
Eagle	Eagle	City	
Gypsum	Eagle	City	
Minturn	Eagle	City	
Red Cliff	Eagle	City	
Vail	Eagle	City	
El Paso County	El Paso	County	
Calhan	El Paso	City	
Colorado Springs	El Paso	City	
Fountain	El Paso	City	
Green Mountain Falls	El Paso	City	2 counties
Manitou Springs	El Paso	City	
Monument	El Paso	City	
Palmer Lake	El Paso	City	
Ramah	El Paso	City	
Elbert County	Elbert	County	
Elizabeth	Elbert	City	
Kiowa	Elbert	City	
Simla	Elbert	City	
Fremont County	Fremont	County	
Brookside	Fremont	City	
Cañon City	Fremont	City	
Coal Creek	Fremont	City	
Florence	Fremont	City	
Rockvale	Fremont	City	
Williamsburg	Fremont	City	
Garfield County	Garfield	County	
Carbondale	Garfield	City	
Glenwood Springs	Garfield	City	
New Castle	Garfield	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Parachute	Garfield	City	
Rifle	Garfield	City	
Silt	Garfield	City	
Gilpin County	Gilpin	County	
Black Hawk	Gilpin	City	
Central City	Gilpin	City	2 counties
Grand County	Grand	County	
Fraser	Grand	City	
Granby	Grand	City	
Grand Lake	Grand	City	
Hot Sulphur Springs	Grand	City	
Kremmling	Grand	City	
Winter Park	Grand	City	
Gunnison County	Gunnison	County	
Crested Butte	Gunnison	City	
Gunnison	Gunnison	City	
Marble	Gunnison	City	
Mount Crested Butte	Gunnison	City	
Pitkin	Gunnison	City	
Hinsdale County	Hinsdale	County	
Lake City	Hinsdale	City	
Huerfano County	Huerfano	County	
La Veta	Huerfano	City	
Walsenburg	Huerfano	City	
Jackson County	Jackson	County	
Walden	Jackson	City	
Jefferson County	Jefferson	County	
Arvada	Jefferson	City	2 counties
Bow Mar	Jefferson	City	2 counties
Edgewater	Jefferson	City	
Golden	Jefferson	City	
Lakeside	Jefferson	City	
Lakewood	Jefferson	City	
Littleton	Jefferson	City	3 counties
Morrison	Jefferson	City	
Mountain View	Jefferson	City	
Superior	Jefferson	City	2 counties
Westminster	Jefferson	City	2 counties
Wheat Ridge	Jefferson	City	
Kiowa County	Kiowa	County	
Eads	Kiowa	City	
Haswell	Kiowa	City	
Sheridan Lake	Kiowa	City	
Kit Carson County	Kit Carson	County	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Bethune	Kit Carson	City	
Burlington	Kit Carson	City	
Flagler	Kit Carson	City	
Seibert	Kit Carson	City	
Stratton	Kit Carson	City	
Vona	Kit Carson	City	
La Plata County	La Plata	County	
Bayfield	La Plata	City	
Durango	La Plata	City	
Ignacio	La Plata	City	
Lake County	Lake	County	
Leadville	Lake	City	
Larimer County	Larimer	County	
Berthoud	Larimer	City	2 counties
Estes Park	Larimer	City	
Fort Collins	Larimer	City	
Johnstown	Larimer	City	2 counties
Loveland	Larimer	City	
Timnath	Larimer	City	2 counties
Wellington	Larimer	City	
Windsor	Larimer	City	2 counties
Las Animas County	Las Animas	County	
Aguilar	Las Animas	City	
Branson	Las Animas	City	
Cokedale	Las Animas	City	
Kim	Las Animas	City	
Starkville	Las Animas	City	
Trinidad	Las Animas	City	
Lincoln County	Lincoln	County	
Arriba	Lincoln	City	
Genoa	Lincoln	City	
Hugo	Lincoln	City	
Limon	Lincoln	City	
Logan County	Logan	County	
Crook	Logan	City	
Fleming	Logan	City	
Iliff	Logan	City	
Merino	Logan	City	
Peetz	Logan	City	
Sterling	Logan	City	
Mesa County	Mesa	County	
Collbran	Mesa	City	
De Beque	Mesa	City	
Fruita	Mesa	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Grand Junction	Mesa	City	
Palisade	Mesa	City	
Mineral County	Mineral	County	
City of Creede	Mineral	City	
Moffat County	Moffat	County	
Craig	Moffat	City	
Dinosaur	Moffat	City	
Montezuma County	Montezuma	County	
Cortez	Montezuma	City	
Dolores	Montezuma	City	
Mancos	Montezuma	City	
Montrose County	Montrose	County	
Montrose	Montrose	City	
Naturita	Montrose	City	
Nucla	Montrose	City	
Olathe	Montrose	City	
Morgan County	Morgan	County	
Brush	Morgan	City	
Fort Morgan	Morgan	City	
Hillrose	Morgan	City	
Log Lane Village	Morgan	City	
Wiggins	Morgan	City	
Otero County	Otero	County	
Cheraw	Otero	City	
Fowler	Otero	City	
La Junta	Otero	City	
Manzanola	Otero	City	
Rocky Ford	Otero	City	
Swink	Otero	City	
Ouray County	Ouray	County	
Ouray	Ouray	City	
Ridgway	Ouray	City	
Park County	Park	County	
Alma	Park	City	
Fairplay	Park	City	
Phillips County	Phillips	County	
Haxtun	Phillips	City	
Holyoke	Phillips	City	
Paoli	Phillips	City	
Pitkin County	Pitkin	County	
Aspen	Pitkin	City	
Basalt	Pitkin	City	2 counties
Snowmass Village	Pitkin	City	
Prowers County	Prowers	County	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Granada	Prowers	City	
Hartman	Prowers	City	
Holly	Prowers	City	
Lamar	Prowers	City	
Wiley	Prowers	City	
Pueblo County	Pueblo	County	
Boone	Pueblo	City	
Pueblo	Pueblo	City	
Rye	Pueblo	City	
Rio Blanco County	Rio Blanco	County	
Meeker	Rio Blanco	City	
Rangely	Rio Blanco	City	
Rio Grande County	Rio Grande	County	
Center	Rio Grande	City	2 counties
Del Norte	Rio Grande	City	
Monte Vista	Rio Grande	City	
South Fork	Rio Grande	City	
Routt County	Routt	County	
Hayden	Routt	City	
Oak Creek	Routt	City	
Steamboat Springs	Routt	City	
Yampa	Routt	City	
Saguache County	Saguache	County	
Bonanza	Saguache	City	
Center	Saguache	City	2 counties
Crestone	Saguache	City	
Moffat	Saguache	City	
Saguache	Saguache	City	
San Juan County	San Juan	County	
Silverton	San Juan	City	
San Miguel County	San Miguel	County	
Mountain Village	San Miguel	City	
Norwood	San Miguel	City	
Ophir	San Miguel	City	
Sawpit	San Miguel	City	
Telluride	San Miguel	City	
Sedgwick County	Sedgwick	County	
Julesburg	Sedgwick	City	
Ovid	Sedgwick	City	
Sedgwick	Sedgwick	City	
Summit County	Summit	County	
Blue River	Summit	City	
Breckenridge	Summit	City	
Dillon	Summit	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Frisco	Summit	City	
Montezuma	Summit	City	
Silverthorne	Summit	City	
Teller County	Teller	County	
Cripple Creek	Teller	City	
Green Mountain Falls	Teller	City	2 counties
Victor	Teller	City	
Woodland Park	Teller	City	
Washington County	Washington	County	
Akron	Washington	City	
Otis	Washington	City	
Weld County	Weld	County	
Ault	Weld	City	
Berthoud	Weld	City	2 counties
Brighton	Weld	City	2 counties
Dacono	Weld	City	
Eaton	Weld	City	
Erie	Weld	City	2 counties
Evans	Weld	City	
Firestone	Weld	City	
Fort Lupton	Weld	City	
Frederick	Weld	City	
Garden City	Weld	City	
Gilcrest	Weld	City	
Greeley	Weld	City	
Grover	Weld	City	
Hudson	Weld	City	
Johnstown	Weld	City	2 counties
Keenesburg	Weld	City	
Kersey	Weld	City	
La Salle	Weld	City	
Lochbuie	Weld	City	2 counties
Longmont	Weld	City	2 counties
Mead	Weld	City	
Milliken	Weld	City	
Northglenn	Weld	City	2 counties
Nunn	Weld	City	
Pierce	Weld	City	
Platteville	Weld	City	
Raymer (New Raymer)	Weld	City	
Severance	Weld	City	
Thornton	Weld	City	2 counties
Timnath	Weld	City	2 counties
Windsor	Weld	City	2 counties

Colorado Local Governments*

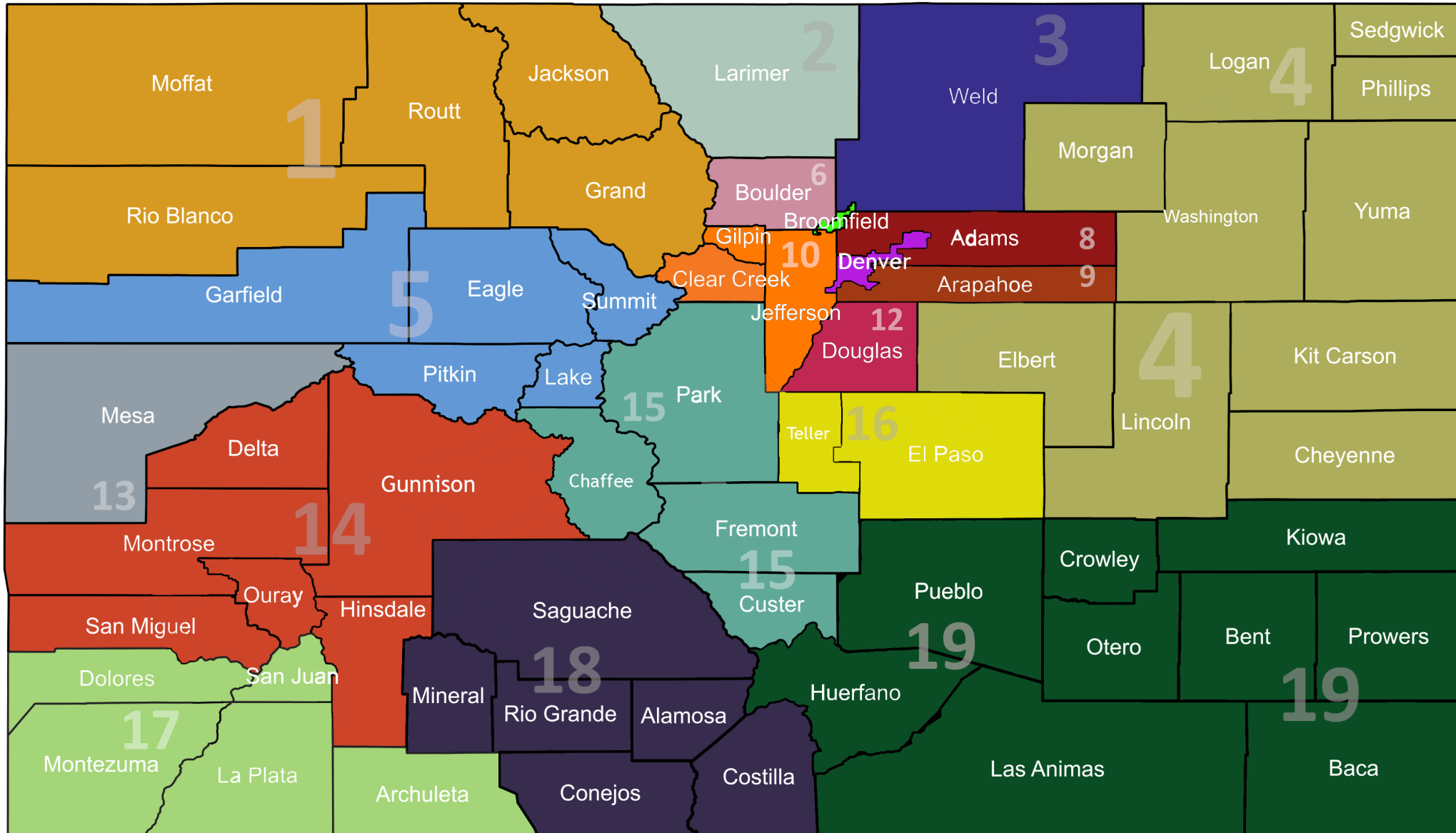
Government Name	County	Gov't Type	Multi-County
Yuma County	Yuma	County	
Eckley	Yuma	City	
Wray	Yuma	City	
Yuma	Yuma	City	

*This list includes all 64 Colorado counties and all 271 municipalities listed in the 2019 Census. Cities located in multiple counties are listed under each corresponding county subheading. City and County of Denver and City and County of Broomfield are counted in both the city and county totals. The City of Carbonate is not included in this list, as there was no population in the 2019 Census data.

This list will be reconciled as necessary to be consistent with the terms of Settlement(s) with Opioid Settling Defendant(s)

Exhibit C

Regions for the distribution of opioid settlement funds



Region 1	Region 5	Region 9	Region 13	Region 17
Region 2	Region 6	Region 10	Region 14	Region 18
Region 3	Region 7 (Broomfield)	Region 11 (Denver)	Region 15	Region 19
Region 4	Region 8	Region 12	Region 16	

Exhibit D

Exhibit D - Allocations to Colorado County Areas

County	Percentage of LG Share
Adams	9.4247%
Alamosa	0.5081%
Arapahoe	10.8071%
Archuleta	0.1370%
Baca	0.0592%
Bent	0.1133%
Boulder	5.7936%
Broomfield	1.0014%
Chaffee	0.3604%
Cheyenne	0.0159%
Clear Creek	0.1380%
Conejos	0.2108%
Costilla	0.0552%
Crowley	0.0934%
Custer	0.0412%
Delta	0.5440%
Denver	15.0042%
Dolores	0.0352%
Douglas	3.6696%
Eagle	0.6187%
El Paso	11.9897%
Elbert	0.2804%
Fremont	0.9937%
Garfield	0.8376%
Gilpin	0.0561%
Grand	0.2037%
Gunnison	0.1913%
Hinsdale	0.0112%
Huerfano	0.2505%
Jackson	0.0310%
Jefferson	10.5173%
Kiowa	0.0142%
Kit Carson	0.0940%
La Plata	0.8127%
Lake	0.0990%
Larimer	6.5211%
Las Animas	0.6304%
Lincoln	0.0819%
Logan	0.3815%
Mesa	2.8911%
Mineral	0.0039%
Moffat	0.2326%
Montezuma	0.4429%

Montrose	0.5695%
Morgan	0.4677%
Otero	0.4486%
Ouray	0.0535%
Park	0.1674%
Phillips	0.0714%
Pitkin	0.1747%
Prowers	0.1727%
Pueblo	5.6757%
Rio Blanco	0.1013%
Rio Grande	0.2526%
Routt	0.3837%
Saguache	0.0666%
San Juan	0.0097%
San Miguel	0.1005%
Sedgwick	0.0618%
Summit	0.3761%
Teller	0.6219%
Washington	0.0357%
Weld	3.8908%
Yuma	0.0992%
TOTAL	100.0000%

Exhibit E

Exhibit E - Intracounty Allocations^{1,2}

The below chart depicts the default percentage that each Local Government will receive from the LG Share amount attributed to its County Area, as described in Section (E)(3) of the MOU. The chart assumes full participation by all Local Governments

Government Name	Intracounty Share
Adams County	68.3372%
Arvada (2 Counties)	0.2632%
Aurora (3 Counties)	4.6336%
Bennett (2 Counties)	0.1670%
Brighton (2 Counties)	1.4527%
Commerce City	4.7314%
Federal Heights	1.1457%
Lochbuie (2 Counties)	0.0001%
Northglenn (2 Counties)	2.0913%
Thornton (2 Counties)	10.6435%
Westminster (2 Counties)	6.5342%

Alamosa County	85.3075%
Alamosa	14.6818%
Hooper	0.0108%

Arapahoe County	42.7003%
Aurora (3 Counties)	35.5997%
Bennett (2 Counties)	0.0324%
Bow Mar (2 Counties)	0.0159%
Centennial	0.4411%
Cherry Hills Village	0.6685%
Columbine Valley	0.1601%
Deer Trail	0.0003%
Englewood	5.5850%
Foxfield	0.0372%
Glendale	1.2289%
Greenwood Village	2.8305%
Littleton (3 Counties)	8.5654%
Sheridan	2.1347%

Archuleta County	90.0864%
Pagosa Springs	9.9136%

Baca County	85.9800%
Campo	2.4443%
Pritchett	1.5680%
Springfield	7.0100%

Government Name	Intracounty Share
Two Buttes	0.4766%
Vilas	0.9070%
Walsh	1.6141%

Bent County	80.9608%
Las Animas	19.0392%

Boulder County	47.6311%
Boulder	31.7629%
Erie (2 Counties)	0.3634%
Jamestown	0.0086%
Lafayette	3.3203%
Longmont (2 Counties)	14.6833%
Louisville	1.4455%
Lyons	0.5916%
Nederland	0.1646%
Superior (2 Counties)	0.0258%
Ward	0.0030%

Broomfield County/City	100.0000%
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Chaffee County	74.8440%
Buena Vista	5.8841%
Poncha Springs	4.2369%
Salida	15.0350%

Cheyenne County	66.8002%
Cheyenne Wells	0.8586%
Kit Carson	32.3412%

Clear Creek County	92.2164%
Central City (2 Counties)	0.0000%
Empire	0.3364%
Georgetown	1.9063%
Idaho Springs	4.7625%
Silver Plume	0.7784%

Conejos County	77.1204%
Antonito	4.6338%
La Jara	2.4313%
Manassa	1.0062%
Romeo	2.4270%
Sanford	12.3812%

Government Name	Intracounty Share
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Costilla County	97.3454%
Blanca	1.2036%
San Luis	1.4509%

Crowley County	80.7081%
Crowley	4.3597%
Olney Springs	8.3683%
Ordway	0.1853%
Sugar City	6.3786%

Custer County	96.6858%
Silver Cliff	0.7954%
Westcliffe	2.5188%

Delta County	76.3512%
Cedaredge	3.6221%
Crawford	0.4938%
Delta	16.2658%
Hotchkiss	1.0963%
Orchard City	0.1473%
Paonia	2.0236%

Denver County/City	100.0000%
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Dolores County	76.3307%
Dove Creek	17.3127%
Rico	6.3566%

Douglas County	71.8404%
Aurora (3 Counties)	0.2099%
Castle Pines	0.2007%
Castle Rock	13.5204%
Larkspur	0.0856%
Littleton (3 Counties)	0.0156%
Lone Tree	5.2786%
Parker	8.8487%

Eagle County	60.8236%
Avon	7.6631%
Basalt (2 Counties)	2.2311%
Eagle	3.1376%
Gypsum	1.7469%
Minturn	0.7771%

Government Name	Intracounty Share
Red Cliff	0.0957%
Vail	23.5250%

El Paso County	18.4181%
Calhan	0.0228%
Colorado Springs	80.1161%
Fountain	0.9892%
Green Mountain Falls (2 Counties)	0.0149%
Manitou Springs	0.2411%
Monument	0.1492%
Palmer Lake	0.0455%
Ramah	0.0033%

Elbert County	86.5840%
Elizabeth	10.2633%
Kiowa	1.5455%
Simla	1.6072%

Fremont County	60.7882%
Brookside	0.0348%
Cañon City	30.9017%
Coal Creek	0.0476%
Florence	8.0681%
Rockvale	0.0687%
Williamsburg	0.0907%

Garfield County	76.3371%
Carbondale	2.4698%
Glenwood Springs	11.8141%
New Castle	1.4295%
Parachute	1.0653%
Rifle	5.2733%
Silt	1.6110%

Gilpin County	46.8613%
Black Hawk	46.3909%
Central City (2 Counties)	6.7478%

Grand County	80.1046%
Fraser	2.4903%
Granby	5.4008%
Grand Lake	0.3174%
Hot Sulphur Springs	0.1431%
Kremmling	2.9284%

Government Name	Intracounty Share
Winter Park	8.6154%

Gunnison County	88.9185%
Crested Butte	2.3562%
Gunnison	5.9501%
Marble	0.1714%
Mount Crested Butte	2.5657%
Pitkin	0.0381%

Hinsdale County	76.0940%
Lake City	23.9060%

Huerfano County	68.2709%
La Veta	11.0719%
Walsenburg	20.6572%

Jackson County	61.5339%
Walden	38.4661%

Jefferson County	58.2140%
Arvada (2 Counties)	11.9733%
Bow Mar (2 Counties)	0.0087%
Edgewater	0.6604%
Golden	3.4815%
Lakeside	0.0030%
Lakewood	15.9399%
Littleton (3 Counties)	0.6176%
Morrison	0.2205%
Mountain View	0.1344%
Superior (2 Counties)	0.0000%
Westminster (2 Counties)	5.4779%
Wheat Ridge	3.2689%

Kiowa County	93.2138%
Eads	5.3777%
Haswell	0.6402%
Sheridan Lake	0.7682%

Kit Carson County	86.3178%
Bethune	0.1841%
Burlington	12.0640%
Flagler	0.4264%
Seibert	0.0291%
Stratton	0.9012%

Government Name	Intracounty Share
Vona	0.0775%

La Plata County	66.8874%
Bayfield	1.6292%
Durango	29.2985%
Ignacio	2.1849%

Lake County	73.4523%
Leadville	26.5477%

Larimer County	56.0589%
Berthoud (2 Counties)	0.4139%
Estes Park	0.3502%
Fort Collins	18.5702%
Johnstown (2 Counties)	0.0711%
Loveland	23.4493%
Timnath (2 Counties)	0.2964%
Wellington	0.3653%
Windsor (2 Counties)	0.4248%

Las Animas County	77.8076%
Aguilar	0.0751%
Branson	0.0101%
Cokedale	0.0188%
Kim	0.0101%
Starkville	0.0087%
Trinidad	22.0696%

Lincoln County	91.3222%
Arriba	0.3444%
Genoa	0.2222%
Hugo	1.4778%
Limon	6.6333%

Logan County	72.7982%
Crook	0.0931%
Fleming	0.3413%
Iliff	0.0095%
Merino	0.4702%
Peetz	0.2029%
Sterling	26.0848%

Mesa County	60.8549%
Collbran	0.0920%

Government Name	Intracounty Share
De Beque	0.0123%
Fruita	1.6696%
Grand Junction	37.1505%
Palisade	0.2208%

Mineral County	87.6744%
City of Creede	12.3256%

Moffat County	91.7981%
Craig	8.1862%
Dinosaur	0.0157%

Montezuma County	79.6682%
Cortez	18.6459%
Dolores	0.6106%
Mancos	1.0753%

Montrose County	92.8648%
Montrose	6.5980%
Naturita	0.1551%
Nucla	0.0703%
Olathe	0.3118%

Morgan County	61.6991%
Brush	8.5522%
Fort Morgan	27.8214%
Hillrose	0.1986%
Log Lane Village	0.6424%
Wiggins	1.0863%

Otero County	60.8168%
Cheraw	0.1888%
Fowler	1.0413%
La Junta	25.9225%
Manzanola	0.6983%
Rocky Ford	8.8215%
Swink	2.5109%

Ouray County	76.0810%
Ouray	17.6541%
Ridgway	6.2649%

Park County	96.3983%
Alma	0.7780%

Government Name	Intracounty Share
Fairplay	2.8237%

Phillips County	52.3463%
Haxtun	13.9505%
Holyoke	33.1803%
Paoli	0.5228%

Pitkin County	47.1379%
Aspen	42.0707%
Basalt (2 Counties)	1.1156%
Snowmass Village	9.6757%

Prowers County	70.4524%
Granada	0.9965%
Hartman	0.3164%
Holly	4.9826%
Lamar	21.5860%
Wiley	1.6661%

Pueblo County	54.6622%
Boone	0.0019%
Pueblo	45.3350%
Rye	0.0008%

Rio Blanco County	78.2831%
Meeker	9.1326%
Rangely	12.5843%

Rio Grande County	68.0724%
Center (2 Counties)	0.7713%
Del Norte	6.7762%
Monte Vista	20.4513%
South Fork	3.9288%

Routt County	58.5353%
Hayden	1.0679%
Oak Creek	0.6360%
Steamboat Springs	39.4499%
Yampa	0.3109%

Saguache County	92.8796%
Bonanza	0.1367%
Center (2 Counties)	6.3687%
Crestone	0.0137%

Government Name	Intracounty Share
Moffat	0.3553%
Saguache	0.2460%

San Juan County	87.0423%
Silverton	12.9577%

San Miguel County	48.7493%
Mountain Village	25.7930%
Norwood	0.4078%
Ophir	0.0816%
Sawpit	0.0272%
Telluride	24.9411%

Sedgwick County	98.7331%
Julesburg	0.3830%
Ovid	0.0295%
Sedgwick	0.8544%

Summit County	57.0567%
Blue River	0.5011%
Breckenridge	26.1112%
Dillon	4.1421%
Frisco	6.5096%
Montezuma	0.0169%
Silverthorne	5.6623%

Teller County	66.1557%
Cripple Creek	17.2992%
Green Mountain Falls (2 Counties)	0.0322%
Victor	3.1685%
Woodland Park	13.3445%

Washington County	99.1320%
Akron	0.7659%
Otis	0.1021%

Weld County	51.9387%
Ault	0.3202%
Berthoud (2 Counties)	0.0061%
Brighton (2 Counties)	0.0927%
Dacono	0.6104%
Eaton	0.4573%
Erie (2 Counties)	0.8591%
Evans	4.5121%

Government Name	Intracounty Share
Firestone	1.4648%
Fort Lupton	0.8502%
Frederick	1.2228%
Garden City	0.1514%
Gilcrest	0.1580%
Greeley	30.6922%
Grover	0.0852%
Hudson	0.0066%
Johnstown (2 Counties)	1.5416%
Keenesburg	0.0215%
Kersey	0.1378%
La Salle	0.4128%
Lochbuie (2 Counties)	0.4004%
Longmont (2 Counties)	0.0154%
Mead	0.0941%
Milliken	1.5373%
Northglenn (2 Counties)	0.0030%
Nunn	0.2558%
Pierce	0.0948%
Platteville	0.3712%
Raymer (New Raymer)	0.0597%
Severance	0.0403%
Thornton (2 Counties)	0.0000%
Timnath (2 Counties)	0.0000%
Windsor (2 Counties)	1.5865%

Yuma County	75.5598%
Eckley	2.5422%
Wray	10.2148%
Yuma	11.6832%

¹ These allocations are based on the allocation model used in the Negotiation Class website. The allocation model is the product of prolonged and intensive research, analysis, and discussion by and among members of the court-appointed Plaintiffs' Executive Committee and Settlement Committee and their retained public health and health economics experts, as well as a series of meetings with scores of cities, counties and subdivisions. Additional information about the allocation model is available on the Negotiation Class website.

The allocations in the Negotiation Class website use two different methodologies:

County-Level Allocation

The allocation model uses three factors, based on reliable, detailed, and objective data collected and reported by the federal government, to determine the share of a settlement fund that each county will receive. The three factors are: (1) the amount of opioids shipped to the county, (2) the number of opioid deaths in that county, and (3) the number of people who suffer opioid use disorder in that county.

County/Municipal-Level Allocation

The county/municipal-level allocation is a default allocation to be used if another agreement is not reached between the county and its constituent cities. The formula uses U.S. Census Bureau data on local government spending. This data covers cities and counties for 98% of the U.S. population. If a jurisdiction lacked this data, it was extrapolated based on available data.

² The municipalities of Bow Mar, Johnstown, and Timnath were not reflected as being in multiple counties in the Negotiation Class website. The estimated allocations to those cities are based on the same methodology used in the website, in consultation with the expert. For cities in multiple counties, please see each county in which that city lies.

Exhibit F

Regional Allocations		
Region Number	Region Description	Total State Share
1	Northwest	0.9522%
2	Larimer	6.5211%
3	Weld	3.8908%
4	Logan	1.5896%
5	North Central	2.1061%
6	Boulder	5.7936%
7	Broomfield	1.0014%
8	Adams	9.4247%
9	Arapahoe	10.8071%
10	Jefferson	10.7114%
11	Denver	15.0042%
12	Douglas	3.6696%
13	Mesa	2.8911%
14	Southwest	1.4700%
15	Central	1.5627%
16	El Paso/Teller	12.6116%
17	Southwest Corner	1.4375%
18	South Central	1.0973%
19	Southeast	7.4580%
Total		100.0000%

Exhibit G

Regional Governance Models

A. Membership Structure

Single-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
 - 1 or 2 representatives appointed by the county (can be commissioners)
 - 1 representative appointed from the public health department
 - 1 representative from the county human services department
 - 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
 - 1 representative appointed from a municipal or county court system within region
 - 1-3 representatives (total) appointed by the cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors)
 - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)
2. Non-Voting Members (Optional but strongly encouraged)
 - Representatives from behavioral health providers
 - Representatives from health care providers
 - Recovery/treatment experts
 - Other county or city representatives
 - A representative from the Attorney General's Office
 - Community representative(s), preferably those with lived experience with the opioid crisis
 - Harm reduction experts

Multi-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
 - 1 representative appointed by each county (can be commissioners)
 - 1 representative appointed by a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors)
 - 1 representative from each public health department within the region
 - 1 representative from a county human services department
 - At least 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
 - 1 representative from a municipal or county court system within region
 - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)
2. Non-Voting Members (Optional)
 - Representatives from behavioral health providers

- Representatives from health care providers
- Recovery/treatment experts
- Other county or city representatives
- A representative from the Attorney General's Office
- Community representative(s), preferably those with lived experience with the opioid crisis.
- Harm reduction experts

Single-County Single-City Regions (Denver & Broomfield)

1. Voting Members (Recommended List: Participating Local Government to Decide)¹

- 1 representative appointed by the city and county
- 1 representative appointed from the public health department
- 1 representative from the county human services department
- 1 representative appointed from law enforcement within region (sheriff, police, district attorney, etc.)
- 1 representative appointed from a municipal or county court system within region
- Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)

2. Non-Voting Members (Optional)

- Representatives from behavioral health providers
- Representatives from health care providers
- Recovery/treatment experts
- Other county or city representatives
- A representative from the Attorney General's Office
- Community representative(s), preferably those with lived experience with the opioid crisis.
- Harm reduction experts

B. Member Terms

- Regions may establish terms of appointment for members. Appointment terms may be staggered.

C. Procedures

- Regions will be governed by an intergovernmental agreement ("IGA") or memorandum of understanding ("MOU").
- Regions may adopt the Model Colorado Regional Opioid Intergovernmental Agreement, attached here as Exhibit G-1, in its entirety or alter or amend it as they deem appropriate.

¹ In Denver, the Mayor shall make voting member appointments to the Regional Council. In Broomfield, the City and County Manager shall make voting member appointments to the Regional Council.

- Regions may establish their own procedures through adoption of bylaws (model bylaws to be made available).
- Meetings of regional board/committee shall be open to the public and comply with the Colorado Open Meetings Law (including requirement to keep minutes).

D. Financial Responsibility/Controls

- A local government entity shall nominate and designate a fiscal agent for the Region.
- A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado. However, the Regional fiscal agent also can change over time.
- Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.
- Yearly reporting by fiscal agent (using standard form) to the Abatement Council.
- All documents subject to CORA.

E. Conflicts of Interest

- Voting members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

F. Ethics Laws

- Voting members shall abide by applicable state or local ethics laws, as appropriate.

G. Authority

- The Regional Council for each region shall have authority to decide how funds allocated to the region shall be distributed in accordance with the Colorado MOU and shall direct the fiscal agent accordingly.
- Any necessary contracts will be entered into by the fiscal agent, subject to approval by the Regional Council.

H. Legal Status

- The region shall not be considered a separate legal entity, unless the Participating Local Governments decide, through an IGA, to create a separate governmental entity.

Exhibit G-1

MODEL COLORADO REGIONAL OPIOID
INTERGOVERNMENTAL AGREEMENT²

THIS MODEL COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT (the “Regional Agreement”) is made between _____, a Participating Local Government, as defined in the Colorado MOU, in the _____ Region (“_____”) and _____, a Participating Local Government in the _____ Region, (“_____”), individually herein a “Regional PLG” and collectively the “Regional PLGs.””

RECITALS

WHEREAS, the State of Colorado and Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding on _____ 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

WHEREAS, the Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU³;

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

WHEREAS, Participating Local Governments shall organize themselves into Regions, as further depicted in **Exhibit E** to the Colorado MOU;

² This Model Regional Agreement is meant to serve as an example for the various Regions and to facilitate the flow of Opioid Funds to their intended purposes. Regions are free to adopt this Regional Agreement in its entirety or alter or amend it as they deem appropriate.

³ When drafting agreements like this Regional Agreement, Regional PLGs should be conscious of the definitions used therein so as not to confuse such definitions with those used in the Colorado MOU. The Definitions in the Colorado MOU shall supersede any definitions used by Regional PLGs in a Regional Agreement.

WHEREAS, Regions may consist of Single-County Regions, Multi-County Regions, or Single County-Single City Regions (Denver and Broomfield).

WHEREAS, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share;

WHEREAS, each Region shall be eligible to receive a Regional Share according to **Exhibit C** to the Colorado MOU;

WHEREAS, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

WHEREAS, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

WHEREAS, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region;

WHEREAS, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis;

WHEREAS, the Regional Agreement pertains to the procedures for the Regional PLGs to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Regional PLGs incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU⁴. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.
2. **OBLIGATIONS OF THE REGIONAL PLGS**. The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
3. **REGIONAL COUNCIL**.

3.1. Purpose: In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Regional PLGs, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.

3.2. Membership: The Regional Council of a Multi-County or Single County Region shall consist of the following:

a. **Multi-County Region:**

- (i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different counties and cities. No single county or city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:
 - (1) 1 representative appointed by each county (can be commissioners).
 - (2) 1 representative appointed from a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors). A rotating city member shall be selected by majority vote of the cities within each county who do not have a Voting Member currently sitting on the Regional

⁴ See FN 2, *supra*.

Council.

- (3) 1 representative from each public health department within the region.
- (4) 1 representative from a county human services department.
- (5) At least 1 representative appointed from law enforcement within the region (sheriff, police, local city or town district attorney, etc.).
- (6) 1 representative from a municipal or county court system within the region.

b. Single-County Region:

- (i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different cities within the region. No single city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:
 - (1) 1 or 2 representatives appointed by the county (can be commissioners)
 - (2) 1 representative appointed from the public health department
 - (3) 1 representative from the county human services department
 - (4) 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
 - (5) 1 representative appointed from a municipal or county court system within region
 - (6) 1-3 representatives (total) appointed by rotating cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors). Rotating city members shall be selected by majority vote of the cities who do not have a Voting Member currently sitting on the Regional Council.
 - (7) Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of

funds)

- c. **Non-Voting Members.** For both Multi-County and Single County Regions, Non-Voting Members are optional but are strongly encouraged. Non-voting members shall serve in an advisory capacity. Any Non-Voting Members shall be appointed by the Regional PLGs and may be comprised of all or some of the following, not to include potential recipients of funds:
 - (i) Representatives from behavioral health providers.
 - (ii) Representatives from health care providers.
 - (iii) Recovery/treatment experts.
 - (iv) Other county or city representatives.
 - (v) A representative from the Attorney General's Office.
 - (vi) Community representative(s), preferably those with lived experience with the opioid crisis.
 - (vii) Harm reduction experts.
- d. **Acting Chair:** The Voting Members for both Multi-County and Single-County Regions shall appoint one member to serve as Acting Chair of the Regional Council. The Acting Chair's primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be either a Member from a county within a Region, such as a county commissioner or their designee, or a Member from a city or town within a Region, such as a mayor or city or town council member or their designee.
- e. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.
- f. **Terms:** The Regional Council shall be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court. In order to do so, within sixty (60) days of the first Settlement being entered, CCI and CML shall jointly recommend six (6) Voting Members, and so long as such recommendations comply with the terms of Section 3.2 (a) or (b), the Regional Council shall consist of CCI/CML's recommended Members for

an initial term not to exceed one year.⁵ Thereafter, Voting Members shall be appointed in accordance with Section 3.2 (a) or (b) and shall serve two-year terms. Following the expiration of that two-year term, the Regional PLGs, working in concert, shall reappoint that Voting Member, or appoint a new Voting Member according to Section 3.2 (a) or (b).

- (i) If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) or (b) to serve the remainder of the term. If the Regional PLGs are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the Regional Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a) or (b). At the end of his or her term, the individual serving as that replacement Voting Member may be reappointed by the Regional PLGs to serve a full term consistent with this Section.
- (ii) The purpose of the two-year term is to allow Regional PLGs an increased opportunity to serve on the Regional Council. However, Regional Council members who have already served on the Regional Council may be appointed more than once and may serve consecutive terms if appointed to do so by the Regional Council.

3.3. Duties: The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of its Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

3.4. Governance: A Regional Council may establish its own procedures through adoption of bylaws if needed. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

3.5. Authority: The terms of the Colorado MOU control the authority of a Regional Council and a Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should a Regional Council require legal assistance in determining its authority,

⁵ Local Governments within Multi-County or Single County Regions may decide to select initial Voting Members of the Regional Council between themselves and without CCI and CML involvement. However, the Regional Council must be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court.

it may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises.

3.6. Collaboration: The Regional Council shall facilitate collaboration between the State, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.7. Transparency: The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.8. Conflicts of Interest: Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

3.9. Ethics Laws: Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

3.10. Decision Making: The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

4. REGIONAL FISCAL AGENT

4.1. Purpose: According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

4.2. Designation: The Regional Council shall nominate and designate a fiscal agent for the Region by majority vote. Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.

4.3. Term: A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado.

4.4. Duties: The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the

Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

- a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.
- b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.
- c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

4.5. Authority: The fiscal agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional fiscal agent. A Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

5. REGIONAL TWO-YEAR PLAN

5.1. Purpose: According to the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

5.2 Development of 2-Year Plan: In developing a 2-year plan, the Regional Council shall solicit recommendations and information from all Regional PLGs and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

5.3 Amendment: At any point, a Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

6. DISPUTES WITHIN REGION. In the event that any Regional PLG disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Regional PLG shall inform the Acting Chair of its dispute at the earliest

possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Regional PLG informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie-breaker, or the Regional Council may devise its own dispute resolution process. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision.

7. **DISPUTES WITH ABATEMENT COUNCIL.** If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
8. **RECORDKEEPING.** The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Regional Agreement.
9. **AUTHORIZED REPRESENTATIVES.** Each Regional PLGs' representative designated below shall be the point of contact to coordinate the obligations as provided herein. The Regional PLGs designate their authorized representatives under this Regional Agreement as follows:
 - 9.1. _____ designates the _____ of the _____ or their designee(s).
 - 9.2. _____ designates the _____ of the _____ or their designee(s).
10. **OBLIGATIONS OF THE REGIONAL PLGS.** The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
11. **TERM.** The Regional Agreement will commence on _____, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement. (the "Term").
12. **INFORMATIONAL OBLIGATIONS.** Each Regional PLG hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Regional Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Regional Agreement or any remedies available to the Regional PLGs hereunder.
13. **CONFIDENTIALITY.** The Regional PLGs, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Regional PLG or otherwise have access to, except as may be required by law. Nothing in this Regional

Agreement shall in any way limit the ability of the Regional PLGs to comply with any laws or legal process concerning disclosures by public entities. The Regional PLGs understand that all materials exchanged under this Regional Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Regional PLG for disclosure of confidential materials, the Regional PLG shall advise the Regional PLGs of such request in order to give the Regional PLGs the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Regional PLG objects to disclosure of any of its material, the Regional PLG shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Regional PLG agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Regional PLGs may tender all material to the court for judicial determination of the issue of disclosure.

14. GOVERNING LAW; VENUE. This Regional Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to this Regional Agreement will be in the applicable District Court of the State of Colorado for the county of the Region’s fiscal agent. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both a Regional Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.

15. TERMINATION. The Regional PLGs enter into this Regional Agreement to serve the public interest. If this Regional Agreement ceases to further the public interest, a Regional PLG, in its discretion, may terminate their participation in the Regional Agreement, in whole or in part, upon written notice to the other Regional PLGs. Each Regional PLG also has the right to terminate the Regional Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the other Regional PLGs. A Regional PLG’s decision to terminate this Regional Agreement, with or without cause, shall have no impact on the other Regional PLGs present or future administration of its Opioid Funds and the other procedures outlined in this Regional Agreement. Rather, a Regional PLG’s decision to terminate this Regional Agreement shall have the same effect as non-participation, as outlined in Section 3.2 (e).

16. NOTICES. “Key Notices” under this Regional Agreement are notices regarding default, disputes, or termination of the Regional Agreement. Key Notices shall be given in writing and shall be deemed

received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Regional PLGs will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Regional PLGs that are not Key Notices may be done via electronic transmission. The Regional PLGs agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Regional Agreement, and Key Notices shall be given to the Regional PLGs at the following addresses:

17. GENERAL TERMS AND CONDITIONS

- 17.1. Independent Entities.** The Regional PLGs enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 17.2. Assignment.** This Regional Agreement shall not be assigned by any Regional PLG without the prior written consent of all Regional PLGs. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Regional Agreement.
- 17.3. Integration and Amendment.** This Regional Agreement represents the entire agreement between the Regional PLGs and terminates any oral or collateral agreement or understandings. This Regional Agreement may be amended only by a writing signed by the Regional PLGs. If any provision of this Regional Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Regional Agreement shall continue in full force and effect.

- 17.4. No Construction Against Drafting Party.** The Regional PLGs and their respective counsel have had the opportunity to review the Regional Agreement, and the Regional Agreement will not be construed against any Regional PLG merely because any provisions of the Regional Agreement were prepared by a particular Regional PLG.
- 17.5. Captions and References.** The captions and headings in this Regional Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Regional Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- 17.6. Statutes, Regulations, and Other Authority.** Any reference in this Regional Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Regional Agreement.
- 17.7. Conflict of Interest.** No Regional PLG shall knowingly perform any act that would conflict in any manner with said Regional PLG's obligations hereunder. Each Regional PLG certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Regional PLG shall be paid or receive, directly or indirectly, any share or part of this Regional Agreement or any benefit that may arise therefrom.
- 17.8. Inurement.** The rights and obligations of the Regional PLGs to the Regional Agreement inure to the benefit of and shall be binding upon the Regional PLGs and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Regional Agreement.
- 17.9. Survival.** Notwithstanding anything to the contrary, the Regional PLGs understand and agree that all terms and conditions of this Regional Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Regional Agreement shall survive such termination or expiration and shall be enforceable against a Regional PLG if such Regional PLG fails to perform or comply with such term or condition.
- 17.10. Waiver of Rights and Remedies.** This Regional Agreement or any of its provisions may not be waived except in writing by a Regional PLG's authorized representative. The failure of a

Regional PLG to enforce any right arising under this Regional Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

17.11. No Third-Party Beneficiaries. Enforcement of the terms of the Regional Agreement and all rights of action relating to enforcement are strictly reserved to the Regional PLGs. Nothing contained in the Regional Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Regional PLGs receiving services or benefits pursuant to the Regional Agreement is an incidental beneficiary only.

17.12. Records Retention. The Regional PLGs shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request.

17.13. Execution by Counterparts; Electronic Signatures and Records. This Regional Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Regional PLGs approve the use of electronic signatures for execution of this Regional Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Regional PLGs agree not to deny the legal effect or enforceability of the Regional Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Regional PLGs agree not to object to the admissibility of the Regional Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

17.14. Authority to Execute. Each Regional PLG represents that all procedures necessary to authorize such Regional PLG's execution of this Regional Agreement have been performed and that the person signing for such Regional PLG has been authorized to execute the Regional Agreement.

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Request for Town Council Action

Date: October 18, 2021

Submitted By: Julia Duncan, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-043**
A Resolution Finding Substantial Compliance of the Kime Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on December 6, 2021, for the Purpose of Considering Said Annexation

Department: Community Development, Julia Duncan

EXECUTIVE SUMMARY

The applicant, PCS Group, on behalf of the owner, Century Land Holdings LLC., proposes to annex 7.5 acres of undeveloped land along East Mainstreet into the Town of Parker. The subject land will be consolidated with an adjoining 35.41 acre parcel known as Kime Ranch that is already in the Town and zoned Planned Development (PD) for residential use with a maximum 150 single-family residential lots. The purpose of this resolution is to set a Public Hearing date to consider the annexation of the subject land on December 6, 2021.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property consists of two (2) parcels owned by Century Land Holdings, LLC consisting of a 7.5 acre parcel located in Douglas County and a 35.41 acre parcel located in the Town. The applicant is proposing to annex the 7.5 acre vacant parcel into the Town and consolidate it with the adjacent 35.41 acres of land already in the Town. The large parcel that is known as Kime Ranch is developed with an existing single-family home, barn/stable and small accessory buildings. It is zoned A - Agricultural District for agricultural use pursuant to the Land Development Ordinance (LDO).

The applicant has submitted a Rezoning application that is running concurrently with the Annexation Petition. The two (2) parcels with a total area of 42.9 acres property are proposed to be zoned to Kime Ranch Planned Development (PD), which would permit a maximum of 150 single-family residential lots with associated parks and open space. The proposal will have a maximum density of 3.5 dwelling units per acre consistent with the Parker 2035 Master Plan that designates the subject property as part of the Medium Density Residential Character Area.

The Annexation Petition was submitted in accordance with the Colorado Municipal Annexation act of 1965, Title 31, Article 12, Part 1, C.R.S., for annexation of the subject land into the Town as described in the Petition. The Town Clerk, as provided by C.R.S. § 31-12-107(1)(f), referred the Annexation Petition to the Town Council as a communication. The Town Council, as provided by C.R.S. § 31-12-107(1)(f), is required, without undue delay, to take appropriate steps to determine if the filed Annexation Petition is in substantial compliance with C.R.S. § 31-12-107(1). Additionally, under Section 13.04.250(c) of the Parker Municipal Code, the Town Council may determine:

1. That the Annexation Petition substantially complies with the requirements of C.R.S. § 31-12-107(1)(a), which will require that the Town Council establish by resolution the date, time and place that the Town Council will hold the public hearing not less than thirty (30) days nor more than sixty (60) days after the resolution setting the public hearing, unless otherwise required by state law; or
2. The Annexation Petition does not substantially comply with the requirements of C.R.S. § 31-12-107(1)(a), which will require no further action; or
3. Table any action on the Annexation Petition for a period of time not to exceed one hundred eighty (180) days.

The two-acre parcel as described in the Annexation Petition is located within the Town's Planning Area (Urban Growth Boundary) and is consistent with the Parker 2035 Master Plan. According to the annexation map, the land is contiguous to the Town and satisfies the contiguity requirements of C.R.S. § 31-12-104(a). As a result, the Town may process the Annexation Petition for Town Council consideration at a public hearing.

Resolution No. 21-043, Series of 2021, if adopted by Town Council, would determine that the Annexation Petition substantially complies with the requirements of C.R.S. § 31-12-107(1)(a). The Resolution would also set a public hearing for December 6, 2021, on the eligibility of the unincorporated area described in the Annexation Petition to be annexed into the Town, as provided by state law, as well as consideration of the standards for review contained in the Comprehensive Development Plan and LDO.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution 21-043
2. VicinityMap
3. Annexation Petition

RECOMMENDED MOTION

I move to approve Resolution No. 21-043, as a part of the consent agenda.

RESOLUTION NO. 21-043, Series of 2021

TITLE: A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF THE KIME RANCH PROPERTY'S ANNEXATION PETITION WITH C.R.S. § 31-12-107 AND SETTING A PUBLIC HEARING ON DECEMBER 6, 2021, FOR THE PURPOSE OF CONSIDERING SAID ANNEXATION

WHEREAS, the Petitioner owns certain real property in Douglas County commonly known as the Kime Ranch Property, which is described on attached **Exhibit A** (the "Real Property");

WHEREAS, the Petitioner submitted to the Town a Petition for Annexation (the "Annexation Petition") concerning the Real Property;

WHEREAS, pursuant to C.R.S. § 31-12-107, this Town Council, sitting as the governing body of the Town, shall determine whether the Annexation Petition is in substantial compliance with the requirements of C.R.S. § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado (the "Town"), has satisfied itself concerning the compliance for the Annexation Petition with the requirements of C.R.S. § 31-12-107(1) and must now proceed to consider the proposed annexation of the Real Property to and by the Town.

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

Section 1. The Annexation Petition for the proposed annexation of the Real Property into the Town substantially complies with the requirements of C.R.S. § 31-12-107(1).

Section 2. A public hearing on the eligibility of the Real Property to be annexed into the Town will be conducted on December 6, 2021, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Colorado Revised Statutes, Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

RESOLVED AND PASSED this ____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

EXHIBIT A

Legal Description of Parcel 2

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., MONUMENTED AT NORTHEAST CORNER OF SECTION 23 BY A 3" BRASS CAP STAMPED "2690", AND AT THE NORTH QUARTER OF SECTION 23 BY A 1-1/2" BRASS CAP, SAID LINE BEARS N89°31'03"E.

BEGINNING AT THE EAST SIXTEENTH CORNER OF SECTION 23 AND SECTION 14, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.

THENCE ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, S00°21'26"E A DISTANCE OF 488.30 FEET, TO A POINT ON THE EXISTING BOUNDARY OF THE TOWN OF PARKER AS ANNEXED IN WILLOW POINTE ANNEXATION, RECORDED UNDER RECEPTION NO. 320260, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ON SAID EXISTING BOUNDARY, S89°31'03"W A DISTANCE OF 669.29 FEET, TO A POINT ON THE EAST LINE OF DALTON SUBDIVISION 3RD AMENDMENT, RECORDED UNDER RECEPTION NO. 2016082720, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

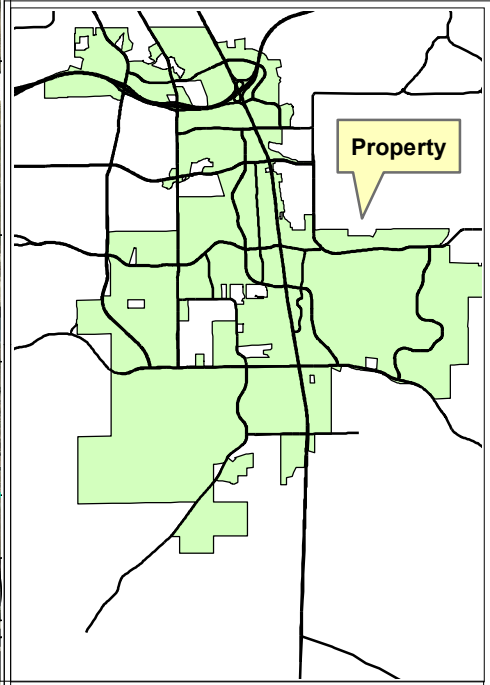
THENCE ON SAID EAST LINE, N00°20'45"W A DISTANCE OF 488.30 FEET, TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23;

THENCE ON SAID NORTH LINE N89°31'03"E A DISTANCE OF 669.19 FEET, TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 326,789 SQUARE FEET OR 7.5021 ACRES.

Kime Ranch Annexation

Annexation
Case No. ANX21-005



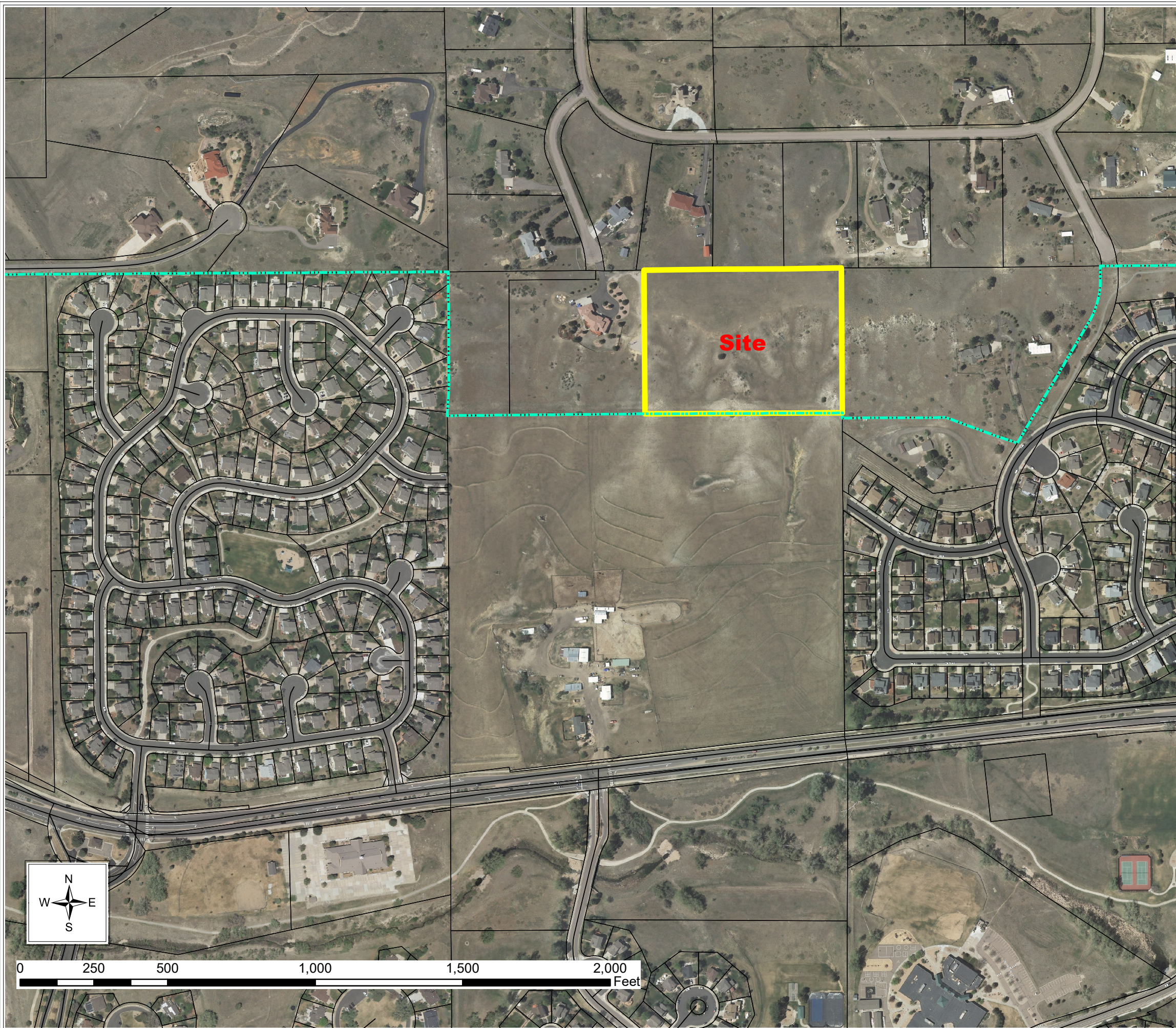
Legend

-  Site
-  Roads

Narrative:
Proposed annexation of
approximately 7.5 acres from
Dougals County into the Town
of Parker.

Planner: Julia Duncan
Hearing Schedules:

Town Council:
December 6, 2021



Petition for Annexation

**TO: THE TOWN COUNCIL OF THE
TOWN OF PARKER, COLORADO**

*20120 East Mainstreet
Parker, CO 80138*

RE: PROPERTY KNOWN AS:
Kime Ranch

The undersigned landowners, in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petition the Town Council for annexation to the Town of Parker the following described unincorporated area situate and being in the County of Douglas, State of Colorado, to-wit:

*(See **Exhibit A** attached hereto and incorporated herein by this reference.)*

Your Petitioners further state as follows:

1. That it is desirable and necessary that such area be annexed to the Town of Parker, Colorado.
2. That the area sought to be annexed meets the requirements of Sections 31-12-104 and 105, as amended, of the Municipal Annexation Act of 1965, in that:
 - a. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed will be contiguous with the existing boundaries of the Town of Parker, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Parker, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future and said area is integrated or is capable of being integrated with the Town of Parker, Colorado.
 - d. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.
 - ii. Comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars (\$200,000) for ad valorem tax purposes for the year next preceding the annexation is included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - e. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.
 - f. The annexation of the area proposed to be annexed will not result in the detachment of area from any school district and the attachment of same to another school district.
 - g. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Parker more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.
 - h. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.
 - i. Reasonable access shall not be denied to landowners, owners of easements, or the owners of franchises adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town of Parker.

3. That attached hereto and incorporated herein by reference are four (4) prints of the annexation map, containing the following information:
 - a. A written legal description of the boundaries of the area proposed to be annexed.
 - b. A map showing the boundary of the area proposed to be annexed.
 - c. Within the annexation boundary map, a showing of the location of each ownership tract of unplatted land and, with respect to any area which is platted, the boundaries and the plat numbers of plots or lots and blocks.
 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Parker and the contiguous boundary of any other municipality abutting the area proposed to be annexed.
4. That the Petitioners are the landowners of more than fifty percent (50%) of the area sought to be annexed, exclusive of streets and alleys.
5. That all of the Petitioners signed this Petition for Annexation no more than one hundred eighty (180) days prior to the date of the filing of this Petition for Annexation.
6. That this Petition for Annexation satisfies the requirements of Article II, Section 30 of the Constitution of Colorado in that it is signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed who own more than fifty percent (50%) of said area, excluding public streets and alleys and any land owned by the Town of Parker.
7. That upon the annexation ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town of Parker, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.
8. Petitioners understand that the Town of Parker does not provide municipal water and sewer service, and connection to water and sewer requires inclusion into the Parker or Cottonwood Water and Sanitation District.
9. No vested rights to use or to develop the property in any particular way, as defined in Section 24-68-101 et seq., C.R.S., have been acquired by Petitioners from any governmental entity. Petitioners waive any vested land use rights attached to any or all of the property.
10. The Petitioners acknowledge that upon annexation of the property to the Town, the property, the owners thereof, and uses thereon will be subject to all taxes and fees imposed by the Town. The property, the owners thereof, and the uses thereon are also bound by any voter authorization under Art. X, §20 of the Colorado Constitution adopted prior to annexation of the property. The Petitioners waive any claims they may have under Art. X, §20 of the Colorado Constitution related to such taxes and fees.

Therefore, your Petitioners respectfully request that the Town Council of the Town of Parker, Colorado, approve the annexation of the area proposed to be annexed.

Whenever from the context it appears appropriate, each term stated in either the singular or plural will include the other, and pronouns stated in either the masculine, feminine or the neuter gender will include each of the other genders.

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Parker, Colorado, consisting of _____ pages, including this page, and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

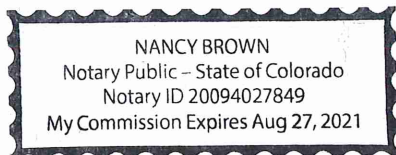
B. Mulqueen
Circulator

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing Affidavit of Circulator was acknowledged before me this 11th day of May, 2021, by Brian Mulqueen.

My commission expires: 8-27-2021.

(SEAL)



Nancy Brown
Notary Public



LEGAL DESCRIPTION-EXHIBIT A

A PARCEL OF LAND BEING LOCATED IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M. BEING MONUMENTED BY A 1.5" BRASS CAP ENCASED IN CONCRETE AT THE NORTH 1/4 CORNER AND A 3" BRASS CAP STAMPED "LS 2690" AT THE NORTHEAST CORNER, SAID LINE BEING ASSUMED TO BEAR N89°31'03"E A DISTANCE OF 2676.71 FEET.

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23;

THENCE ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23, S00°20'03"E A DISTANCE OF 488.30 FEET, TO THE SOUTHWESTERLY CORNER OF THE DALTON SUBDIVISION 3RD AMENDMENT, RECORDED UNDER RECEPTION NO. 2016082720 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ON THE SOUTHERLY AND EASTERLY LINES OF SAID SUBDIVISION, THE FOLLOWING TWO (2) COURSES:

1. N89°31'03"E A DISTANCE OF 669.29 FEET;
2. N00°20'45"W A DISTANCE OF 488.30 FEET, TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23;

THENCE ON SAID NORTH LINE, N89°31'03"E A DISTANCE OF 669.19 FEET, TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23;

THENCE ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 23, S00°21'26"E A DISTANCE OF 1570.02 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MAINSTREET;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES:

1. S85°28'12"W A DISTANCE OF 40.99 FEET;
2. S83°13'47"W A DISTANCE OF 1101.75 FEET;
3. N06°46'13"W A DISTANCE OF 12.00 FEET;
4. S83°06'16"W A DISTANCE OF 203.32 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23;

THENCE ON SAID WEST LINE, N00°20'03"W A DISTANCE OF 1216.06 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,869,272 SQUARE FEET OR 42.9126 ACRES.



Request for Town Council Action

Date: October 18, 2021

Submitted By: Carrie Glassburn, Cultural Director

Reviewed By: Michelle Kivela, Town Administrator

Title: Professional Services Agreement - Sasquatch Productions, Ltd

Amount: Not to exceed \$130,000

Contractor: Sasquatch Productions, Ltd

Department: Cultural Department, Carrie Glassburn

EXECUTIVE SUMMARY

This agenda item is to request Council approval of an Agreement for Professional Services awarded under SOQ-19-005 to Sasquatch Productions, Ltd., for their services as one of the three theater production companies Parker Arts will utilize for theatrical presentations and educational offerings. Performance Agreements will also be issued for each individual production that outline the specific details and compensation for each unique production.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In the spring of 2019, the Town requested proposals from ninety-seven (97) experienced professional theatrical production companies across the nation to work in partnership with Parker Arts, to provide an annual series of seasonally distinct, high-quality theatrical productions and educational courses. Three proposals were submitted and evaluated by procurement. After discussion with the former Cultural Director, it was determined to be in the best interest of the Town to award the solicitation to all three companies that submitted a proposal, in order to have the ability to select the best company for each of the productions.

The original Agreement for Professional Services was entered into in July of 2019, and was to be renewed each consecutive year by an extension letter. However, due to the pandemic and the disruption to indoor performances and productions, this agreement lapsed. We are now entering into a new agreement for the remaining term of the original Statement of Qualifications contract.

FINANCIAL IMPACT

Production costs may not exceed \$130,000 per production. Ticket revenue and corporate sponsorships will offset these expenses. Total production expenses and revenues for the theatrical season are included in the 2022 Cultural budget, and will be approved as part of the 2022 budget approval process.

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



ENHANCE ECONOMIC
VITALITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: October 18, 2021

Submitted By: Carrie Glassburn, Cultural Director

Reviewed By: Michelle Kivela, Town Administrator

Title: Sasquatch Productions - The Wizard of Oz

Amount: \$109,000.52

Contractor: Sasquatch Productions

Department: Cultural, Carrie Glassburn

EXECUTIVE SUMMARY

This agenda item is to request Council approval of a Performance Agreement with Sasquatch Productions Ltd., for production services for the musical "The Wizard of Oz," which will be presented in January/February of 2022. Town Council previously approved Sasquatch Productions as one of three companies to receive a master agreement awarded under SOQ-19-005. This master agreement dictates that production costs may not exceed \$130,000 per production. The maximum costs for "The Wizard of Oz" production will not exceed \$109,000.52.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

"The Wizard of Oz" was announced in June 2021, and we expect ticket sales to be very strong for this performance based on sales from musicals presented during the same time-frame in previous years, and because of the fact that "The Wizard of Oz" is a popular and well-loved title. We conservatively forecast selling 85% of the total seats available for the 16 public and two (2) school performances, which would result in an estimated gross ticket revenue of just over \$230,000.

In order to be ready to present a large-scale musical in January/February 2022, Sasquatch had to begin working on the production in 2021 (hiring production staff, auditioning and casting actors, holding rehearsals, building sets, etc.). This timing is standard and necessary, so although the 2022 budget has not yet been approved, we are confident that all expenses will be more than offset by ticket sales and corporate sponsorships.

FINANCIAL IMPACT

Total production expenses and revenues for this theatrical production are in line with past years, and have been accounted for in the 2022 Cultural budget.

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



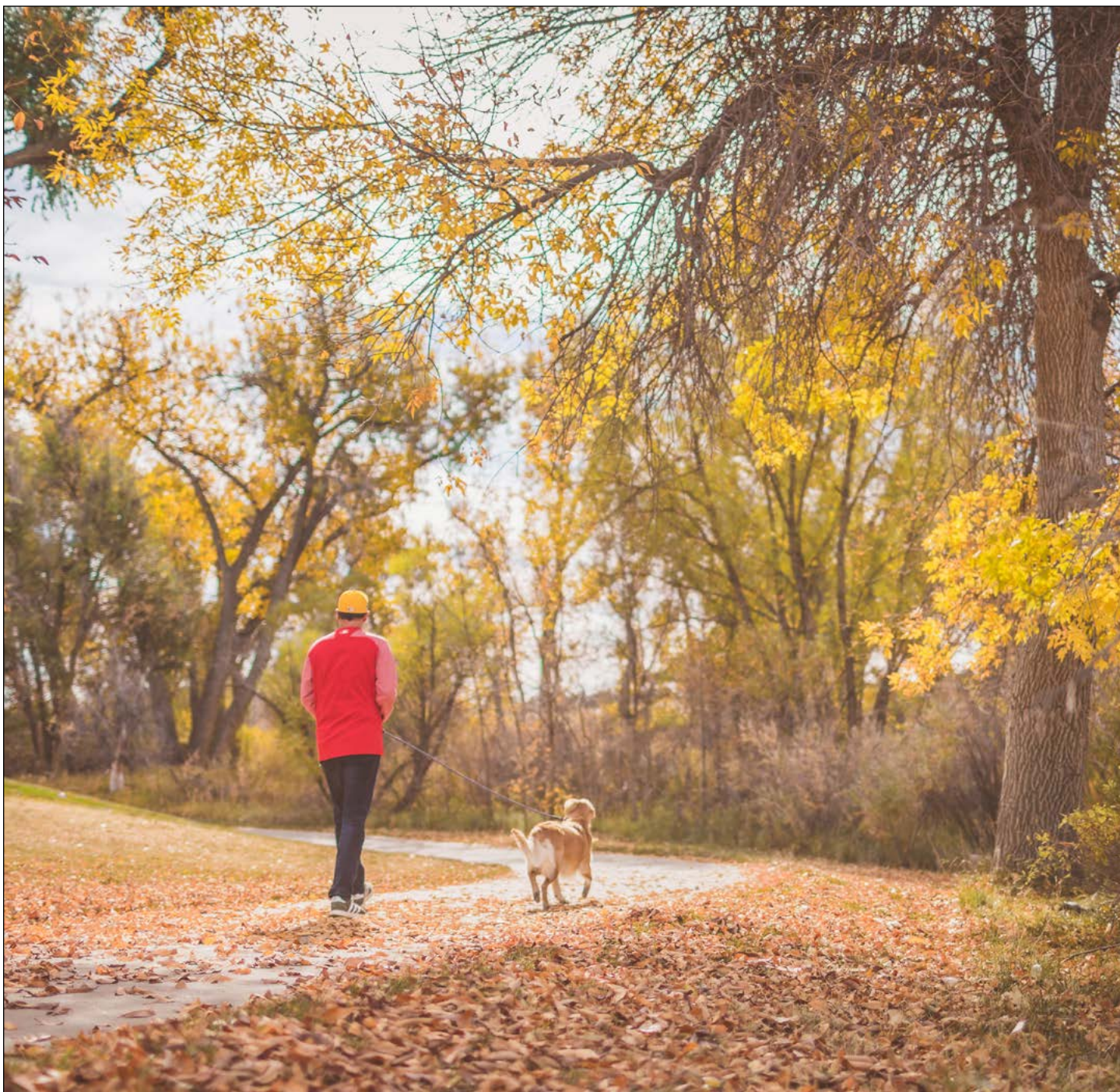
ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Town Administrator's Report

Fall 2021



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



Communications

Community Events

Bike to Work Day

The Town of Parker welcomed the return of Bike to Work Day on Sept. 22! The Town and Kaiser Permanente teamed up with DRCOG's Way to Go program for our annual Bike to Work Day Breakfast Station. More than 125 cyclists came by our station and received a customized Town of Parker Bike to Work Day T-shirt.

Parker Fall Fest

The Town held the inaugural Parker Fall Fest Sept. 25 to Oct. 2. Community members were invited to take a selfie/photo at the seasonal décor station at O'Brien Park, visit with Sam the Xfinity Scarecrow and prowl for pumpkins with a community scavenger hunt. Those who found one of the five golden pumpkins and 15 orange pumpkins hidden throughout Parker and submitted a selfie were entered into a prize drawing. We received more than 500 drawing entries from 200+ unique participants, including families with young kids, teens, older adults and even Parker's fur babies.

Halloween Porch Parade Series

Parker residents can unleash their creativity, bring a smile (or a scare) to their friends and neighbors and WIN PRIZES by decorating their front porches, yards, windows, doors, patios or balconies for Halloween. Residents in the 80134 or 80138 ZIP codes are invited to submit their spooky setups into the contest by 8 a.m. on Oct. 25. There will be a

virtual map of all registered porches once the entry deadline has passed for all Parker residents to see and vote for their favorites via the Town's Facebook page. Prizes will be awarded to the top three vote recipients. For contest details and rules, and to submit your entry, visit www.ParkerOnline.org/PorchParades.

Hometown Holiday Events

Usher in the holidays Thanksgiving weekend in downtown Parker. We are excited to bring back our cherished tradition of the Mayor's Holiday Lighting on Friday, Nov. 26 and continue some of the Town's newest holiday celebrations during Hometown Holiday Kick-off Weekend Nov. 27 and 28!

North Pole Pass Returns

The North Pole Pass returns on Nov. 27 and 28 to create holiday memories! A pre-purchased pass will include a pony ride, visit to a petting zoo, chance to learn secrets of the North Pole from one of Santa's elves while playing reindeer games, milk and cookie refreshments, and most importantly, time with the big guy himself! Kids can share their Christmas wish list with Santa and Mrs. Claus and hear a story read by Jolly Ole St. Nick. Passes went on sale at 10 a.m. on Oct. 11. For information on the Town of Parker's holiday activities and events, and to purchase tickets, visit www.ParkerOnline.org/HometownHolidays.

Department Updates



2021 COMMUNITY SURVEY

Community Survey

The Town's 2021 Community Survey results have been received and will be shared with the community in late October. The survey is conducted every three years to gauge resident satisfaction with Town services and amenities, as well as to ask a select number of timely policy questions. For more information, please visit www.ParkerOnline.org/CommunitySurvey.

Town Videos

Check out the latest additions to our educational video series on the Town's YouTube channel at www.YouTube.com/TownofParkerCO.

Town Sponsorship and Events Budget

Communications Department staff has been working hard and is on track to meet our Town event sponsorship and revenue budget, which helps make our great slate of community events possible! Staff was able to provide fun and engaging activities in 2021 despite the lingering pandemic concerns. In addition, we retained many of the Town's high level sponsors and brought in new sponsors this year.

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 and Sept. 30.

Account Followers

Town Facebook: 19,639 to 21,188; +8%
Town Twitter: 4,617 to 4,704; +2%
Town Instagram: 7,088 to 7,223; +2%
Parks and Recreation Facebook: 8,910 to 9,651; +7%
Parks and Recreation Twitter: 2,081 to 2,112; +0.5%
Parks and Recreation Instagram: 2,421 to 2,484; +3%

Post Engagement

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

Town Social Media Accounts: 47,305
Parks and Recreation Social Media Accounts: 11,397

Post Impressions (number of views)

Town Social Media Accounts: 1,050,607
Parks and Recreation Social Media Accounts: 225,777

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

Website Statistics

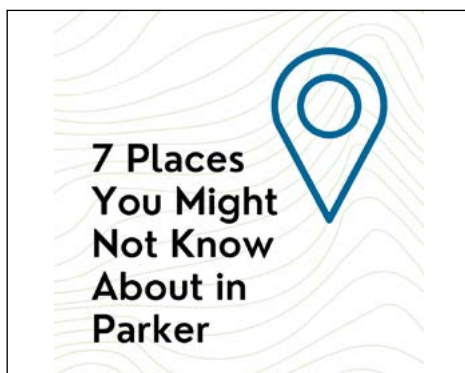
The following statistics demonstrate activity for the Town of Parker (www.ParkerOnline.org) and Parker Parks and Recreation (www.ParkerRec.com) website between July 1 and Sept. 30.

Website Visits

Town of Parker: 102,492
Parks and Recreation: 157,997

Page Views

Town of Parker: 163,485
Parks and Recreation: 228,791



Town Facebook:

8,043 impressions; 1,701 reactions, comments and shares

7 Places You Might Not Know About in Parker: Hidden spots, historic plots and unique jaunts, how many of these Parker locations were you aware of?



Town Facebook:

10,645 impressions; 1,634 reactions, comments and shares

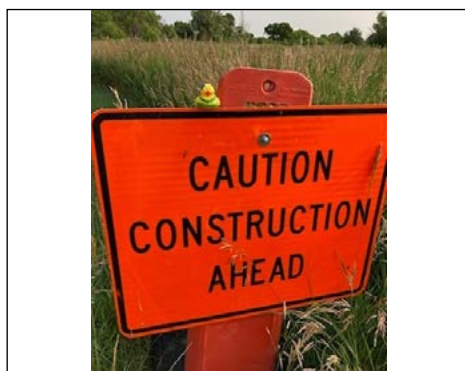
Thank you to everyone who joined us at Fireworks on the Fourth Presented by Xfinity! It was such a blast to gather as a community in celebration once again.



Parks and Recreation Facebook:

23,270 impressions; 825 reactions, comments and shares

Goodbye to summer. Hello to an awesome T-shirt and delicious Flippin' Flapjacks! Don't miss out on the So Long to Summer 5K/10K on Sept. 18 at Salisbury Park in Parker!



Parks and Recreation Facebook:

11,020 impressions; 988 reactions, comments and shares

The ducks are out and waiting for you! Ten ducks have been hidden along the Cherry Creek Trail between Mainstreet and the Recreation Center.



Town Instagram:

353 likes

On Colorado First Responder Appreciation Day, we thank the Parker Police Department and all first responders, for everything they do to keep our community safe and healthy.



Parks and Recreation Instagram:

115 likes

Flower power! This Therapeutic Recreation group really knows how to get the creative juices flowing with arts and crafts night.



Community Development

Planning Division Updates

LDO Modernization Project

The Town continues to work on the Land Development Ordinance (LDO) Modernization project. The current LDO was originally adopted at the time of the Town's incorporation in 1981 from Douglas County zoning, and while updated significantly over the years, is in need of a comprehensive update. This project began in Q4 of 2018 and is slated to be complete in a year.

Drafts are occurring in three installments called 'modules'. Staff and the consultant are currently working on a draft of Module 2 – Development Standards. A public draft of Module 2 will be available on the project website late later this year.

The updated LDO will facilitate a more transparent, modern and efficient approach to how the Town manages future growth and development by better aligning the LDO with the vision, goals and policies of the Parker 2035 Master Plan and other adopted planning documents. Other benefits of this project include adoption of best practices in zoning and a more efficient, easier-to-use regulation. Visit www.ParkerOnline.org/LDO for more information.

2021 Community Development Work Program

The annual Community Development Work Program is now available for review on the Town's website. The Work Program identifies on-going

work tasks and special projects that the Planning and Building Divisions desire to accomplish for the year. Many of the special projects are long-term, multi-year projects that include community outreach and may be carried over from previous years until completed - while other projects are added to the annual work program to ensure seamless, continued planning of our community. Challenges such as changes in funding or staffing may delay completion or the start of a project. Visit www.ParkerOnline.org/CDWorkPlan for more information.

Open Space, Trails and Greenways Master Plan Update

Beginning this winter, the Community Development Department will embark on an update of the Open Space Trails and Greenways Master Plan. This Plan reflects the community vision that open space and trails go beyond community amenities and are interwoven into the places we live work and play.

The Plan was last updated in 2010 and since then, there have been many changes in the Town. The plan amendment will update the existing conditions map and use these maps and data to evaluate the trails and opens space system to determine missing trail links and important opens space connections. Visit www.ParkerOnline.org/OSTGMP for more information.

Building Division 3rd Quarter Statistics

Q3 Single-Family Permits: 218

\$82,990,867 Q3 valuation

539 total in 2021

\$205,439,762 total valuation

251 / \$90,608,725 End Q3 2020

Q3 Multi-Family Permits: 0

\$0 Q3 valuation

0 apartment units in 2021

0 condo units

9 townhome units

\$55,000 total valuation

14 / \$33,895,415 End Q3 2020

Q3 Other Permits: 765

\$6,387,647Q3 valuation

2,155 total in 2021

\$16,826,171 total valuation

2,705 / \$22,559,843 End Q3 2020

Q3 Commercial Permits (New): 6

\$23,873,574 Q3 valuation

12 total in 2021

\$30,097,416 total valuation

24 / \$26,048,359 End Q3 2020

Q3 Commercial Permits (Remodel): 219

\$4,450,125 Q3 valuation

654 total in 2021

\$8,572,446 total valuation

575 / \$16,246,353 End Q3 2020

Q3 Total Permits: 1,208

3,369 total in 2021

3,569 / End Q3 2020

Q3 Total Permits Valuation: \$117,702,213

\$265,440,920 2021

Total Valuation

\$189,358,695 / End Q3 2020

Total Valuation

Q3 Inspections: 10,578

29,480 total in 2021

23,139 / End Q3 2020

Community Development - con't

Development Review - Project Updates

Development Projects of Interest - Under Review

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

Project Description	Project Type	Case #
Newlin Crossing * NE corner of Chambers Road and Mainstreet * 290 single-family lots along with parks and open space	Sketch Plan Preliminary Plan	SUB20-041 SUB20-042
Compark Village South * W of Chambers Road on future Belford Avenue * 300 multifamily homes with parks and landscaping	Site Plan	SP21-118
Olde Town/Senderos Creek North * S of Mainstreet, E of Jordan Road * 122 townhomes along with parks	Final Plat Site Plan	SUB21-064 SP21-023
Olde Town/Senderos Creek Office and Commercial * S of Mainstreet, E of Jordan Road * Two 24,761 sq. ft. two-story commercial/office buildings	Site Plan	SP19-131
Lincoln Professional Park (Peaslee) Commercial * SE corner of Lincoln Avenue and Dransfeldt Road * Future commercial uses	Subdivision and Preliminary Site Plan	SUB21-055 SP21-107
Clarke Commercial, Oralabs Addition * N of Plaza Drive, E of Twenty Mile Road * 27,174 sq. ft. addition to existing Oralabs facility	Site Plan	SP20-111
Kime Ranch Annexation and Zoning * N of Mainstreet at Willow Park Drive * 150 single family home lots with parks and open space	Annexation Zoning Sketch Plan Preliminary Plan	ANX21-005 Z21-007 SUB21-053 SUB21-054
Anthology North * S of Hess Road, W of Motsenbocker Road * 496 lots, future development tracts, parks and open space on 1,099 acres	Sketch Plan Preliminary Plan	SUB20-005 SUB20-006
Townhomes at Pine Drive * NE corner of Pine Drive and Summerset Lane * 85 attached townhome lots, along with parks, trails and open space	Sketch Plan Preliminary Plan	SUB20-043 SUB20-044
Looking Glass (Hess Ranch) Segment 2A * SW of Crowfoot Valley Road and Stroh Road * 905 residential lots, future development and commercial tracts, parks and open space on 342.86 acres	Sketch Plan Preliminary Plan	SUB20-010 SUB20-011

Project Focus: Compark Village South Multifamily Homes

Currently under review west of Chambers Road and south of E-470 is a multifamily home neighborhood with parks, landscaping and open space. The project proposes 300 new multifamily homes with over 9 acres of landscaped area and parks

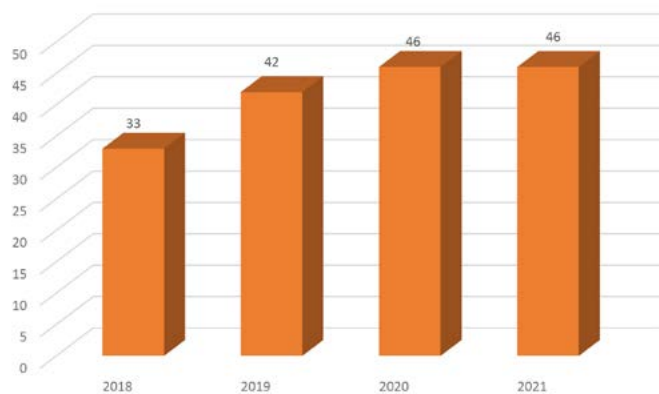


Community Development - con't

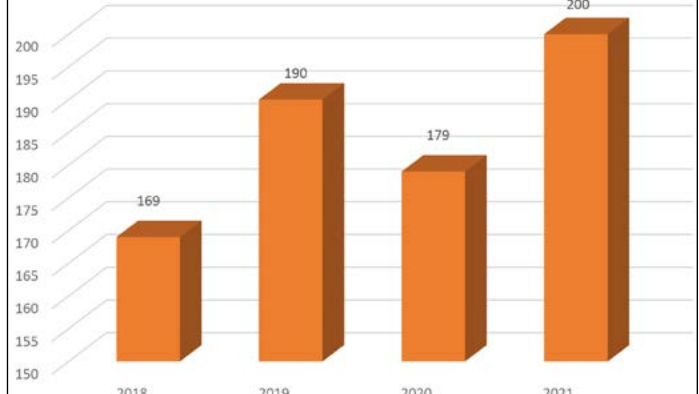
Major Administrative Approvals - 3rd Quarter 2021

Proposal	Applicant	Case #	Approval Date
Mark Six Business Amendment 2, Lot 2 <i>* At the end of Clarke Road east of Dransfeldt Road</i> <i>* 18,466 sq. ft. flex office building</i>	Tahoe Land Services	SP18-066	July 13
Parker and Pine Filing No. 2m Potes 1-3 <i>* W of Parker Road south of Pine Lane</i> <i>* 170 unit multifamily housing</i>	Kimley Horn	SP20-084	Aug. 19
Parkglenn Filing No. 2, Block 2 <i>* SE corner of Parker Road and Parkglenn Drive</i> <i>* Removal of existing gas station, replace with a new coffee shop. Carwash to remain and be remodeled.</i>	Masterworks LLC	SP18-119	Sept. 20
Trails at Crowfoot Filing No. 16 <i>* NW corner of Bayou Gulch Road and North Pinery Parkway</i> <i>* Final Plat to create lots for 42 duplex units</i>	E5X Management	SUB20-040	Sept. 20
Parker and Pine Filing No. 1, Lot 2 <i>* W of Parker Road south of Pine Lane</i> <i>* Convenience store with gas</i>	Murphy USA	SP20-019	Sept. 27

Development Review Submittals - 3rd Quarter

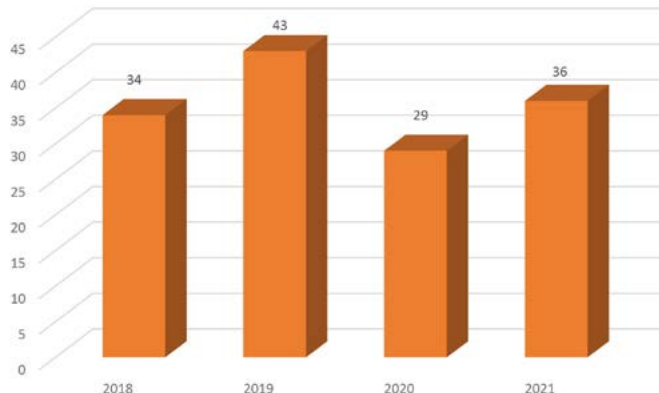


Development Review Submittals* - Year Total



* Figure is the annual projection for the year 2021

Development Review Approvals - 3rd Quarter



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



Cultural Department

Box Office Highlights

- Little Shop of Horrors, our first mainstage theatrical musical since the easing of COVID-19 restrictions, ran for 18 performances in June/ July and was enthusiastically received by audiences eager to enjoy live theater again after more than 16 months. The show received positive reviews from patrons and several local publications.
- The big news is that “we are back” and rebuilding our audiences steadily. Parker Arts will definitely sell out at least a couple of performances in fourth quarter.

Development

- The beginning of the 2021-2022 season has been successful and our members and patrons continue to be thankful that we live in a community that has such easy access to the arts.
- Parker Arts Members enjoyed a personal question and answer session with John Driskell Hopkins of The John Driskell Hopkins Band (and Zac Brown Band) before his Sept. 16 PACE Center performance, as well as a fun members-only bath soap and body scrub making event this month. Many are looking forward to the monthly member events leading up to the holidays.
- We’re proud to announce that we welcomed Fika Coffee House as a new sponsor to the PACE Center.

Education

- Parker Arts ran 58 individual enrichment summer camps with local and national educational vendors, serving a total of 1,009 kids. As compared to the 407 kids served in 2020 amid the COVID-19 pandemic, it appears that families are willing to be out and engaged with the community.
- On Pointe School of Dance ended summer by opening fall classes. While the number of fall classes average around 45, registration is up by 60% as compared to 2020 and 6% as compared to 2019.
- Parker Arts commenced marketing efforts to schools and teachers to share information regarding the 2021/2022 Student Matinee Series. Over 800 teachers at 106 schools from Douglas County, Cherry Creek, El Paso, Elbert, Denver, Littleton, and Aurora were reached via individual mail, email, and through their district communications departments.

Facility Rentals

- This quarter, we booked our first full facility wedding rental, including a ceremony in Ruth Memorial Chapel, cocktail hour in The Schoolhouse Plaza, dinner in the event room with buffet set up in the meeting room, and dancing, desserts, and drinks in The Schoolhouse theater/lobby area.

Volunteer/Outreach

- More than 3,000 participants attended this year’s Honey Stop on Aug. 1, held in conjunction with the Parker Farmers Market. Two new events this year included Story Time and a competitive Jepar-Bee (like Jeopardy) game, where the winner won prizes that included honey from local vendors. Students from Legend High School’s Special Education (SPED) class helped with art prep for the festival, while Legend High School Honor Society students manned the art booth and an educational activity during the event. Parker Arts Volunteers, along with a few of our Cultural Commissioners, managed the crowds.
- More than 150 people took part in this year’s Parker Quest, the theme of which was local railroad history. An anonymous donation allowed us to have a train ride for participants after they completed the Quest. Lutheran High School’s Honor Society and Parker Arts Volunteers helped manage games in the plaza. Mayor Toborg played the character of Mayor O’Brien, and various other costumed characters were along the route as well. The Herzog Home and The Rhode House tied as this year’s favorite stops.
- Parker Arts attended 10 farmers markets between Southlands, Parker and Castle Rock and promoted our Discovery Park Concert Series, 10 Year Anniversary Celebration, and summer and fall camps and classes. As partners of the Parker Artists Guild, we also attended Art in the Park.
- Concert goers were thrilled to have us back during the month of August for our Discovery Park Concert Series and can’t wait until next year for us to offer them in June and July.



Economic Development

Better Days Ahead

We continue to live in very turbulent times. The outlook of our business districts throughout the region and country remain extremely uncertain. Current predictions from Cushman and Wakefield suggest the return to office will begin in the first quarter of 2022 for the U.S. with many companies continuing to have their employees work remotely or hybrid schedules.

Businesses are challenged with a workforce shortages, supply chain disruptions, cost of materials cost going up, higher than normal inflation that continues to impact many sectors including retail, hospitality, real estate development, construction and manufacturing to name a few.

Good news, Colorado ranked No. 7 in the U.S. for best health care systems when compared with the 50 states and the District of Columbia according to WalletHub. Employment in Metro Denver increased 6.2 percent between July 2020 and 2021, rising by 100,300 jobs.

Unemployment in Metro Denver decreased 2 percentage points over-the-year to 5.9 percent in July. All seven counties in Metro Denver reported over-the-year decreases in the unemployment rate. Douglas County reported the lowest unemployment rate of 4.6 percent in July, while Adams County



reported the highest rate of 6.8 percent. Retail sales in Metro Denver rose 23.4 percent between June 2020 and 2021. All seven counties in Metro Denver reported over-the-year increases in retail sales. Douglas County reported the largest increase of 45.4 percent, followed by Denver County (+26.4 percent) and Adams County (+24.2 percent). Broomfield County reported the most modest increase of 11.5 percent.

As we move forward and hopefully move past the pandemic sooner rather than later, we must remain optimistic and continue to support our local economy and businesses so they can survive, thrive and make for a brighter future. The Town of Parker champions entrepreneurs, small to large, and emerging businesses by connecting them to resources to help foster sustainability and growth.

Upcoming Business Seminars

Cybersecurity Summit for Small Businesses

- Oct. 28, 9 a.m. - 4 p.m.
- All Virtual -- Tracks include:
 - * Governance, Risk and Compliance Cybersecurity Basics
 - * Key Notes for the experts
- Learn more and register at www.PikesPeakSBDC.org.

Veterans Small Business Conference

- Nov. 4, 8 a.m. - 2:30 p.m.
- The premier business training event for veteran entrepreneurs *In Person*
- Pinery at the Hill, Colorado Springs
- Learn more and register at www.PikesPeakSBDC.org.

Veteran-Owned Business Directory

- Support our local veteran-owned businesses!
- Learn more at www.VeteranOwnedBusiness.com/CO/Douglas.

Economic Development - con't

Conquering Risk

This past month, Americas SBDC held its annual national conference virtually. The theme was "Conquering Risk", and one presenter, author Emily McHugh, International Trade Consultant for the Florida SBDC, made the observation that "the biggest risk of all is INERTIA." Why? In today's changing business environment, not even stagnation is safe. Moving forward is a risk worth embracing. The consultants and staff of the Aurora-South Metro Small Business Development Center took in a wealth of information and are ready to share their knowledge and expertise with you.

Request an appointment today at www.Aurora-SouthMetroSBDC.com.

Business Idea Lab

Do you want to start a business? We can help! Rocky Mountain MicroFinance Institute (RMMFI) is accepting applications for our next cohort of Business Idea Lab in Aurora. Business Idea Lab helps entrepreneurs turn their business dream into a fully-formed business idea. This 5-session program covers the basics of business ownership and what personal characteristics and commitment it takes to become a successful entrepreneur. Idea Lab sets entrepreneurs up for success in the next step of RMMFI programming, Business Launch Boot Camp, and seed loans are available upon completion of the program. Applications are due October 13.



Learn more and sign up at: www.RMMFI.org/Re-Launch.

United States Patent and Trademark Office

Several Intellectual Property (IP) events start in October and each one will be presented in Spanish, followed by an English equivalent. Take a look at all these and more information-packed sessions, including The Path to a Patent series and the Trademark Basics Boot Camp series. USPTO-hosted events are free of charge.



Visit www.USPTO.gov for more information.

Digital and Physical Storefronts

By all accounts, consumer spending is up. So why aren't small shops and restaurants always reaping the benefits? Well, one of the reasons is their digital doorways are closed shut! As we create welcoming and interactive environments within physical spaces, it's equally as important to do the same online.

Learn more at www.ICSC.com.

Colorado Employee Ownership Office

Employee-owned businesses

promote a higher quality of life for employee-owners including higher wages, less turnover, access to better benefits, and job security. For the business owner, they get the benefit of a more engaged workforce, a guaranteed succession plan, and a way to attract and retain top talent.



Find more information in the Colorado Economic Development and International Trade Programs and Funding 's Introduction to Employee Ownership Toolkit at www.OEDIT.Colorado.gov.

Economic Development and International Trade Programs and Funding

We work with statewide partners to create a positive business climate that encourages dynamic economic development and sustainable job growth.

For more information: www.OEDIT.Colorado.gov/Programs-and-Funding.

Parker Business Revolving Loan Fund

The [Colorado Enterprise Fund \(CEF\)](#), in partnership with the Town of Parker, has created the Parker Business Revolving Loan Fund to provide access to capital and business coaching for start-up and existing small businesses in the Town of Parker that are unable to secure traditional bank financing.

Small businesses and start-ups in Parker can apply for a loan for start-up expenses, equipment, inventory purchases, operations, relocations or property improvements. Loans can also be used to purchase a business or franchise. To be eligible for loans, businesses must have gross revenues of less than \$2 million per year and have their primary office or operations located in Parker. Interested applicants can [fill out a loan inquiry form](#).

For more information about the Parker Business Loan Fund, contact the Colorado Enterprise Fund at 303.860.0242 or Parker Economic Development at 303.805.6200.



Engineering and Public Works

Traffic and Sidewalk Projects

North Parker Road Operational Improvements

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

Preliminary design work is complete. Intergovernmental agreements to commit State, Federal and County funding project were brought Town Council and approved in summer 2021.

Responsive Signal System Expansion

- *Installation of seven new count stations and monitoring equipment, as well as creation of new Traffic Responsive control signal programming*

Design is underway and an intergovernmental agreement with CDOT was approved by Town Council during summer 2021 to secure joint funding on the project. Pending approval of the design by CDOT, the project will be bid out in late 2021 with full operation by summer 2022.

Motsenbocker Road/French Creek Avenue Traffic Signal

- *Installation of a mast arm traffic signal at the Motsenbocker Road/French Creek Ave. intersection*

Design on the project is progressing. Pending approval of the 2022 budget, the project is anticipated to be constructed in 2022.

Parker Road Sidewalk - East Side Connection Project

- *Installation of a multi-use trail/sidewalk on the east side of Parker Road from Sulphur Gulch Trail to just south of Parker Square Drive with a pedestrian bridge over Sulphur Gulch*

Design is underway. The Town received approval for partial State multi-modal funding. Project bidding is anticipated to occur in late 2022, with construction to take place in 2023.

Downtown Circulation Improvements (map on next page)

- *Pedestrian safety and circulation improvements on Victorian Drive and Mainstreet, including a traffic signal at the Mainstreet/Victorian Drive (west) intersection*

The construction contract was awarded by Town Council in summer 2021. Construction will be underway this fall and is anticipated to be completed by late spring 2022.

Mainstreet North Sidewalks

- *Widening of sidewalks on the north side of Mainstreet between Victorian Drive and the east property line of Town & Country Village Townhomes*

Design is underway with construction tentatively scheduled for summer 2022.



Parker Road Sidewalk Project - South (pictured above)

- *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*

Construction is underway with an anticipated November completion date. The Town has received approval for partial State multi-modal funding. An intergovernmental agreement was approved by Town Council in October 2020 to solidify State funding.

Pikes Peak Drive Sidewalks

- *Widening of sidewalks on Pikes Peak Drive between Sulphur Gulch bridge and Mainstreet.*

Design is underway with construction tentatively scheduled for 2023.

Recreation Projects

Jordan Road Undercrossing Project

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

This project is substantially complete.

Engineering and Public Works - con't

Roadway Projects

Cottonwood Drive Widening

- *Jordan Road to Cottonwood Way*

Construction is underway with traffic switched to the new Cherry Creek bridge (south of the existing bridge). With the traffic switched, upgrades to the existing bridge and reconstruction of the old roadway are underway. Construction operations are continuing with a target of opening the entire roadway to the four-lane configuration by the end of 2021, but work will remain to be completed in the spring of 2022. The overall project is anticipated to be completed in late spring of 2022.

Jordan Road/Newlin Gulch Improvements

- *Widening of Jordan Road and the Newlin Gulch bridge between Lincoln Avenue and Rockbrook Boulevard and addition of sidewalk on the west side of Jordan Road between Village Center Drive and Stonegate Parkway*

Design of the project is currently on hold pending budget allocation in 2022. Construction is tentatively scheduled for 2024/2025.

Lincoln Avenue Widening

- *Widening of Lincoln Avenue from four to six lanes between Keystone Boulevard and Parker Road*

Design of the project is underway with construction tentatively forecasted for 2024/2025

Twenty-Mile Road/Mainstreet Turn Lanes

- *Addition of a second left turn lane eastbound on Mainstreet at Twenty-Mile Road, adding a right turn lane southbound on Twenty-Mile at Mainstreet and adding a left turn lane on Twenty-Mile Road at State Run*

Design is underway and construction is tentatively scheduled for spring/summer 2022.

Motsenbocker/Hess Intersection Improvements (map below)

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

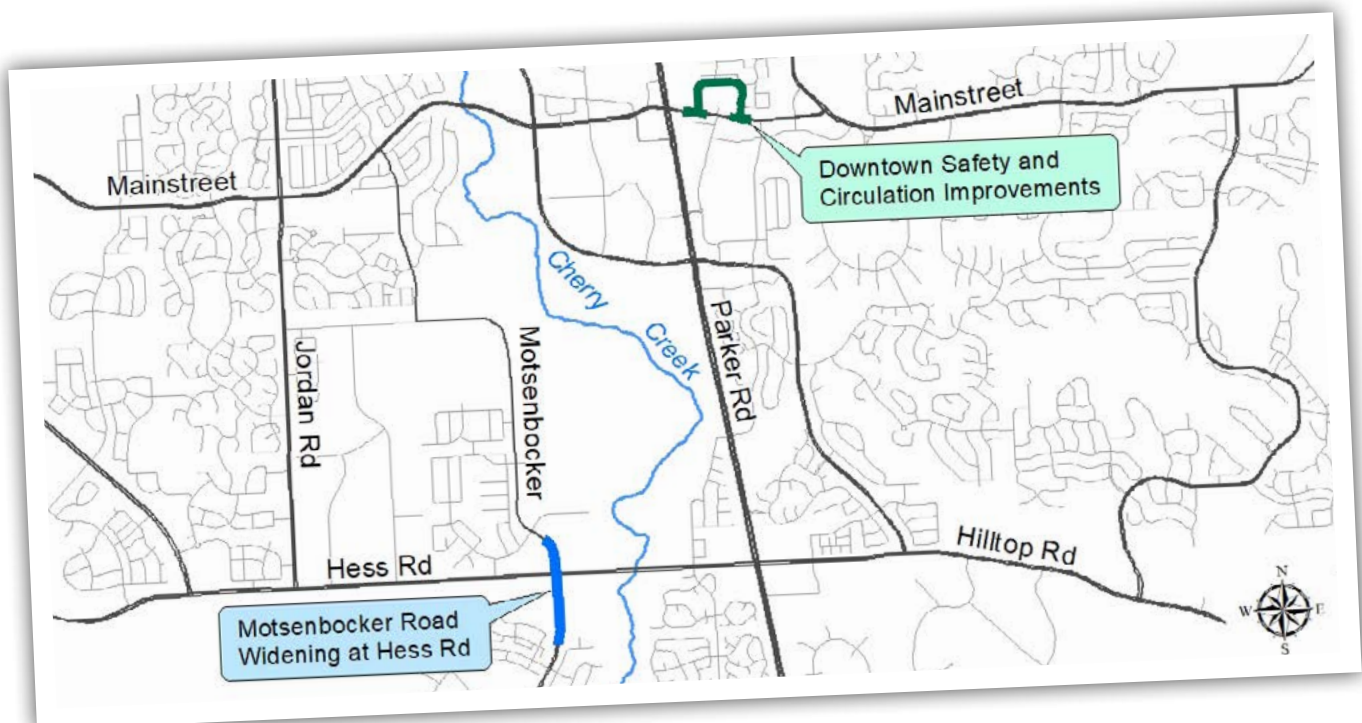
The construction contract was awarded by Town Council in summer 2021 with construction anticipated to begin in October. Work is anticipated to be completed in late spring 2022.



Southwest Parker Road/Mainstreet Improvements (map above)

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

The project is underway and expected to be completed by November.



Engineering and Public Works - con't

Stormwater Projects

Cherry Creek at KOA

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

This project has been substantially completed and is currently under revegetation monitoring.

Lemon Gulch at Meadowlark

- Channel and bank stabilization from Crowfoot Valley Road to the Meadowlark property boundary

This project has been substantially completed and is currently under revegetation monitoring.

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 under construction with substantial completion anticipated by fourth quarter 2021.

West Stroh Gulch at Anthology North

- Channel and bank stabilization from an existing drop structure immediately upstream of French Creek Loop to a point along West Stroh Gulch approximately 5,100 feet southwest

This project is under final design and permitting with construction anticipated for first/second quarter 2022.

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 under construction with completion anticipated for fourth quarter 2021. Temporary and structural stabilization shall be implemented upon substantial completion. Full stabilization, including seeding and plantings, will be installed in early spring 2022.

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 under construction with substantial completion anticipated by the end of the summer of 2021. Additional revegetation efforts will be employed as necessary in the spring and beyond until permit close-out is achieved.

Cherry Creek at Dransfeldt

- Channel and bank stabilization from PSCo transmission lines to a point approximately 2,500 feet south

This project is within the preliminary design phase. Final design is anticipated for 2021 with construction anticipated to begin in summer 2022.

Jordan Tributary at Bradbury Ranch

- Channel and bank stabilization from an existing stormwater pond immediately upstream of Mainstreet to a point along Jordan Tributary approximately 3,600 feet north

This project is within the final design and permitting phase with construction anticipated to begin in first/second quarter 2022.

Cottonwood Meadows Tributary

- Channel and bank stabilization from an existing stormwater pond immediately upstream of Jordan Road to the confluence with Cherry Creek approximately 1,200 feet east

This project is within the final design and permitting phase with construction anticipated to begin in second/third quarter 2022.

Cimarron Middle School Pond

- Structure retrofits and improvements to a regional stormwater pond adjacent to Cimarron Middle School

This project is within the final design/permitting phase and is anticipated to begin in fourth quarter 2021.

Annual Roadway Maintenance

Roadway Resurfacing

- Roto-milling and resurfacing Twenty Mile Road from Mainstreet to Lincoln, Lincoln Meadows Pkwy from Lincoln to Dransfeldt, and Mainstreet from Riva Ridge to east Town boundary

This project is substantially complete. Close-out work is still being performed.

Concrete Repair

- Misc. sidewalk, concrete pavement and curb and gutter repairs

This project began in May and is 75% complete.

Parking Lot Maintenance

- Concrete repairs and asphalt preservation, Parker Police Department, Town Recreation Center, Dog Park

The Police Department parking lot work is complete. Close-out work is still being performed.

Asphalt Rejuvenation

- Application of asphalt rejuvenator to surface to extend pavement life, Cottonwood Highlands and Salisbury Heights

This project is complete. Retainage will be released to the vendor in October.

Townwide Pavement Preservation

- Microsurfacing, slurry seal and chip seal on local, collector and arterial streets

This project began in May and is 90% complete. Minor slurry seal work remains to be completed in October.



Parks and Recreation

Special Events

- **National Park and Recreation Month (July)** – This program of the National Recreation and Park Association helps raise awareness of the vital impact that parks and recreation has on communities across the U.S. Activities included the very popular Duck Hunt on the Cherry Creek Trail and the “My Park and Recreation Story” campaign, which highlighted stories of how the community is stronger, more vibrant and more resilient because of Parker Parks and Recreation.
- **Kids’ TRY-athlon (July 17)** – Boys and girls of all ability levels showed their skills in swimming, biking and running. The new location at H2O’Brien Pool hosted 180 kids.
- **H2O Glow Swim (Aug. 6)** – Families lit up the night with an after-hours, glow-in-the-dark pool party at H2O’Brien Pool. About 125 participants joined us for this inaugural event.
- **Princess Ball (Sept. 10)** – Held at the PACE Center, 136 princes and princesses danced the night away and enjoyed crafts and refreshments with friends and special guest princesses.
- **So Long to Summer 5K/10K (Sept. 18)** – Nearly 200 registrants enjoyed the end of another summer with a workout with family and friends and rewarded themselves with delicious pancakes at the end.

Sports

The Sports Division recently welcomed Emma Polzer and Alfredo Negrin as full-time Recreation Sports Coordinators.

Aquatics

During the annual maintenance closure at the Parker Recreation Center, the therapy pool was completely drained and the pool shell scrubbed. This is also when all annual maintenance took place, including: repainting depth markers, cleaning the bottom of the activity pool, cleaning all pool filtration systems and chemical storage, repairing and repainting the diving board, inventory of equipment, and painting of most of the walls in the aquatic center.

Fitness and Wellness

A contract amendment with United HealthCare was completed to expand upon the RenewActive program and offer the OnePass option to their participants. It’s much like SilverSneakers, where the participants receive a free basic Recreation Membership and the facility is reimbursed monthly based on participant usage.

Facilities

The Facilities Division recently welcomed Michael Harwerth, Recreation Supervisor-Facilities, Jessica Skiera, Day Camp Director, and Allie Burk, Assistant Day Camp Director.

Parks

This time of year, Parks staff is still heavily into daily maintenance and prep endeavors, as well as routine inspections and repairs, as needed. One of the Division’s larger accomplishments of the third quarter, outside of the daily functions, was laser grading Salisbury ballfields 1 and 4, as well as the Tallman Meadow ballfield. Staff tries to regrade two to three fields each year to keep them safe and in tip-top playing condition.



Forestry/Open Space

Forestry/Open Space staff continued its normal maintenance functions in the third quarter, including open space mowing, trail maintenance, tree work and Integrated Pest Management practices. Additionally, they completed in-house installation of additional soft-surface trail (pictured above) and conducted oversight of this year’s concrete trail replacement contract.

Therapeutic Recreation/Active Aging Adults

With the assistance from the Parks Division, TR staff was able to provide support for the Parker Senior Center Reopening event on Sept. 23. By providing canopies, tables and chairs, the Senior Center didn’t have to worry about moving the lunch location. The event allowed staff to promote Parker Parks and Recreation programs to more than 200 community attendees.

Parks and Recreation - con't

By the Numbers - 3rd Quarter



Sports 270

Responses to our pickleball participant survey that will be used to add programming and make modifications to courts and systems for an improved players' experience.

Aquatics 123

Registrants for the inaugural H2O Glow Swim event at H2O'Brien Pool.

Kids' Zone 25

Mini summer camps, including cooking, science and sports camps. Each camp was at capacity with a waiting list!

Facilities 449

Memberships sold in third quarter, along with 614 10- or 20-Visit Passes.

35,621

Visits to H2O'Brien Pool during the 2021 season.

37

Birthday parties at the Fieldhouse or Recreation Center from July through September.

Therapeutic Recreation/ Active Aging Adults

3

Capacity outings for the Summer Field Trip program. Trips included the zoo, movie theater and Boondocks.

Day Camp

173

Families served through the Summer 2021 Fieldhouse Day Camp program.

140%

Increase in After School Care participants from August to September.



Forestry/Open Space

43

Dead tree removals.

2,000

Dog waste bags restocked per week at USMC David M. Sonka Dog Park, on average.

26

Miles of trail shoulder mowed throughout Town.

8

Miles of dedicated 'Horse Trail' mowed along Cherry Creek Trail.

6+

Truck beds full of garbage bags and debris picked up following the Mayor's Day of Service event.

4,716

Linear feet of yellow lane-divider center lines painted along the trails at blind corners.

6,706

Square feet (838.25 linear feet) of damaged concrete trail surface replaced during this year.

Parks

473

Working hours for trash service (emptying cans, picking up litter).

54

New tree replacements planted by contractors.

785

Employee hours of mowing the 38 acres of irrigated turf and 39 acres of native park mow areas.

54

Event set-ups/teardowns for Town and third-party events.

175

Athletic field preps for Town and third-party games or field rentals.

6 to 7

Miles walked each time staff strings and repaints an athletic field.

40

Repairs of vandalism damage.

2,000

Square feet of sod replacement for turf repairs at O'Brien and Tallman Meadow Parks.

273

Plants and shrubs planted at Town Hall, Old Town Hall and Railbender Park.

47

Corn stalks, as well as 12 straw bales and 37 pumpkins, placed around Town for Fall décor.





Parker Police

Public Safety Updates

Stolen Vehicle Recovered and Suspects Arrested

Parker Officers located a stolen vehicle in the parking lot of a Parker home improvement store. Officers saw three suspects run from the back of the business and took two into custody immediately. The third suspect was in a nearby building and arrested by Officers with the assistance of the Douglas County Sheriff's Office K-9 Unit. Two suspects were arrested on suspicion of auto theft, and the third had outstanding warrants.

K-9 Team Locates Firearm

(pictured below)

Parker Officers arrested a suspect in the Ironstone Apartment complex in August. The individual left a loaded gun on a porch or patio of one of the apartments but couldn't remember which one. K-9 Officer Cashman and K-9 Rico were able to locate the firearm, removing it from the community.



Shooting Suspect Arrested

Officers arrested Antonio Meraz-Loya, suspected of a shooting on Dransfeldt Road, on July 13. Parker Detectives recommended the filing of eight charges against Meraz-Loya, including Attempted First Degree Murder. The Parker Police Department appreciates the assistance of the Douglas County Sheriff's Office Impact Unit and Erie Police Department in the arrest of the suspect.

Missing Teen Found

Parker Detectives spent countless hours searching for a runaway teen who was gone for nearly two months. She was located safe and returned to her family in September. The community responded helping us share her photos to more than 46,000 people.



Department Updates



New Officers Sworn-In

(pictured above)

Officer Martin (L) and Officer Naro (R) were sworn in as the newest members of the Parker Police Department in August. Officer Martin recently graduated from the police academy and is a veteran of the United States Marine Corps. Officer Naro joins us from the Montrose Police Department. Officers Martin and Naro will now enter our Police Training Officer program as they prepare to serve Parker residents.



Officer Britton Receives Award

(pictured above)

Officer Dan Britton received the 2021 Respect for Law Award from the Denver Tech Center Optimist Club at their annual Respect for Law dinner. Dan is the School Resource Officer at Legend High School. He was honored for his work as a school resource officer and his involvement in the unified sports program.

Parker Police - con't

Community Outreach and Programs

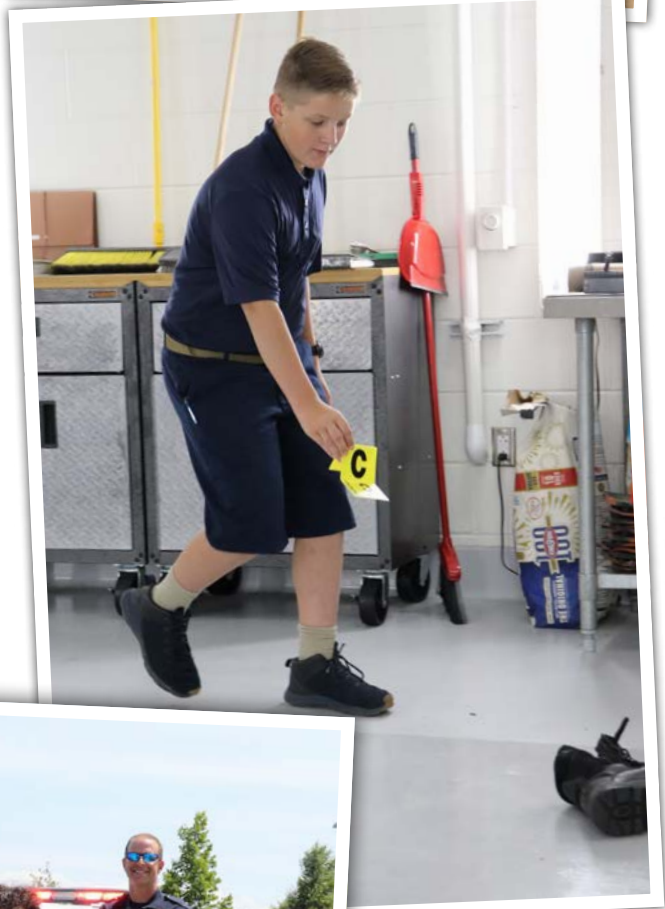
Cops N Special Olympics *(pictured top right)*

We can't think of a better way to spend a Sunday morning than playing softball against our friends on the Special Olympics Colorado Parker Power softball team. Commander Peters, Commander Coleman, Sergeant Schivinski, Sergeant Holmes, Officer Faulkner, Officer Holmes, Officer Kelsay and Dispatcher Deb Daily represented the Parker Police Department. The afternoon concluded with a picnic and trophy presentation. A perfect event to end summer!



Teen Police Academy *(pictured middle right)*

Skidding patrol vehicles, barking K-9s and the SWAT team were a few of the highlights of our Teen Police Academy. More than 40 Parker teens learned about the department and its programs, officers, and staff who serve Parker residents.



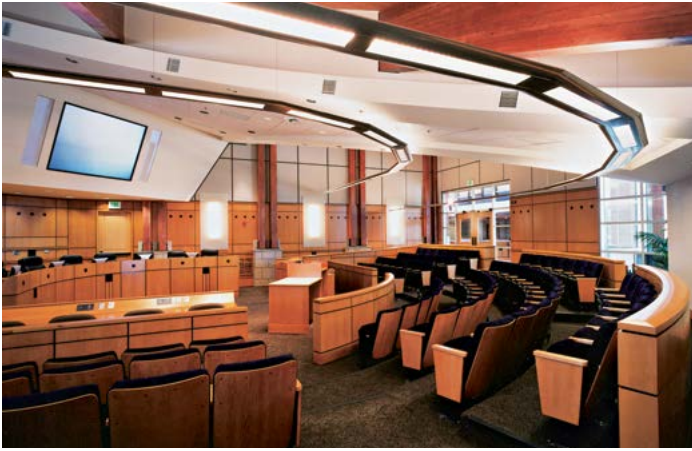
Citizen's Academy

More than 20 Parker residents are learning about the Parker Police Department at the fall Citizen's Police Academy. The virtual academy allows residents to learn about police department programs from their homes. They were able to tour police vehicles and meet mounted patrol at the PD. They will experience firing the weapons PPD officers use at range day.

Copsicles in the Park *(pictured below)*

Parker Officers spent time out in the heat with young people at Railbender Skatepark. Officers passed out more than 150 ice-cold treats on July 7 and July 21 to help the kids beat the heat and spark conversations.





Municipal Court

Teen Court Update

New Teen Court Judges *(pictured below)*

Parker Teen Court recently appointed three new teen judges for the program. Municipal Court Judge Kevin Sidel swore in (pictured left to right) Olivia Lombard, Lakshmi Ganapaneni and Nandhana Vivek to serve the court.



Teen Court is a community-based intervention / prevention program designed to provide an alternative response to the juvenile justice system for first-time, nonviolent, misdemeanor juvenile offenders, in which community youth determine appropriate sanctions for the offender.

The program's mission is to reduce juvenile crime by expanding the quality of youth and juvenile justice through positive peer influence and to strive to achieve results that exceed the expectations of our community.



Town Clerk's Office

Statistics – 3rd Quarter 2021

Community Event Permits

- 2017 Total – 68
- 2018 Total – 60
- 2019 Total – 74
- 2020 Total – 51 (27 withdrawn due to COVID-19)
- 2021 YTD – 52

Special Events Permits Processed (Events with Liquor)

- 2017 Total – 33
- 2018 Total – 31
- 2019 Total – 23
- 2020 Total – 9 (6 withdrawn due to COVID-19)
- 2021 YTD – 23

Active Liquor Licenses

- 2017 – 97
- 2018 – 107
- 2019 – 117
- 2020 Total – 117
- 2021 – 124

Open Records Requests

- 2017 Total – 120
- 2018 Total – 119
- 2019 Total – 187
- 2020 Total – 194
- 2021 YTD – 164

Peddlers and Solicitors Permits

- 2017 Total – 30
- 2018 Total – 18
- 2019 Total – 21
- 2020 Total – 18
- 2021 YTD – 13



Request for Town Council Action

Date: October 18, 2021

Submitted By: Brett Collins, Projects Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.332 - Second Reading (Continued from September 20, 2021)**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Among Arapahoe County, the Town of Parker, and the City of Aurora Regarding High Plains Regional Trail Maintenance
Department: Parks, Recreation and Open Space, Brett Collins

EXECUTIVE SUMMARY

The High Plains Trail project is a regional partnership between the Town of Parker, Douglas County, Arapahoe County, and the City of Aurora (The Partners Group) to design, construct and maintain a one-mile trail gap. The project will connect the Cherry Creek Trail to the High Plains Regional Trail at the Douglas/Arapahoe county line near Highway E-470 and E. Cottonwood Drive. Please see the attached location map.

The funding agreement approved by the Council on June 7, 2021, between Arapahoe County and the Town of Parker requires a maintenance agreement to transfer the funds between the agencies. Staff recommends approval of the maintenance agreement so the Arapahoe County can start the construction process for the project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Partners Group was formed approximately five years ago to raise funding, design and construct the High Plains Trail project. Project funding was committed by the Partners Group, Denver Regional Council of Governments, Great Outdoors Colorado, E-470 Authority, and the City of Centennial in the amount of \$7,910,946.

To better define the phases for design, construction and maintenance, a trail segments map was created. The total project includes four segments and is a one-mile trail connecting the High Plains Regional Trail at the Douglas/Arapahoe County Line to the Cherry Creek Regional Trail at Arapahoe County's 17 Mile House property. Please see the attached trail segments map. The project will be constructed in phases based on the segments. The construction drawings for

segment one are 100% complete and include a trail underpass round-a-bout, 255-foot pedestrian/bicycle bridge, railings, bridge abutments, and a 10-foot wide concrete trail. Please see the attached renderings.

Arapahoe County will be the lead agency to construct the High Plains Trail project. On June 7, 2021, the Town Council approved Ordinance No. 9.283.2 for a Funding Agreement to allow for the transfer of funds held by the Town to Arapahoe County to get the construction completed. The City of Aurora is working on a similar agreement to transfer their funds to the County and the other funding is already held by the County.

The funding agreements require a maintenance agreement to be in place before transferring the funds to Arapahoe County. The maintenance agreement negotiated between the Town of Parker, Arapahoe County, and the City of Aurora outlines responsibilities for routine trail maintenance, major trail repairs, and major bridge and abutment repairs or replacement.

The summary chart below shows the maintenance responsibilities for each agency.

The Town of Parker will not take on any additional routine maintenance costs for the trails in the area. Arapahoe County will be responsible for 100% of the routine maintenance costs for Segment I. The City of Aurora or another entity will be responsible for 100% of the routine maintenance costs for Segments II, III, and IV.

The Town will be responsible for contributing 50% of the costs associated with the major trail repairs, which will be split with Arapahoe County for Segment I.

Arapahoe County, the City of Aurora, and the Town of Parker will each be responsible for 33% of the major bridge and abutment repairs or replacement.

Please see Exhibit B of the agreement attached to Ordinance 9.332 for details on each maintenance category.

	Routine Trail Maintenance	Major Trail Repairs	Major Bridge and Abutment Repairs or Replacement
Town of Parker	No additional costs	Segment I (50% of costs)	Segment I (33% of costs)
Arapahoe County	Segment I (100% of costs)	Segment I (50% of costs)	Segment I (33% of costs)
City of Aurora	Segments II, III, IV (100% of costs)	Segments II, III, IV (100% of costs)	Segment I (33% of costs)

FINANCIAL IMPACT

There will be costs for the Town associated with the major trail repairs and major bridge and abutment repairs or replacement, which are most likely 20-30 years away, and costs will depend on maintenance needs at the time, subject to future budgets and appropriations by Town Council.

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**

ATTACHMENTS

1. Ordinance No. 9.332
2. Location Map
3. Trail Segments Map
4. Renderings

RECOMMENDED MOTION

I move to approve Ordinance No. 9.332 on second reading.

ORDINANCE NO. 9.332, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT AMONG ARAPAHOE COUNTY, THE TOWN OF PARKER, AND THE CITY OF AURORA REGARDING HIGH PLAINS REGIONAL TRAIL MAINTENANCE

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 among Arapahoe County, the Town of Parker, and the City of Aurora Regarding High Plains Regional Trail Maintenance, 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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT AMONG ARAPAHOE COUNTY, THE TOWN OF PARKER AND THE CITY OF AURORA REGARDING HIGH PLAINS REGIONAL TRAIL MAINTENANCE

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____ 2021, by and among the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO**, (the “County”), the **TOWN OF PARKER** a Colorado home rule municipality (“Town”), and the **CITY OF AURORA**, (the “City”), (collectively, the “Parties” and individually a “Party”).

RECITALS

WHEREAS, the County is the owner of 29.33 acres of fee property, which includes the historic 17 Mile House Farm and Park (herein referred to as the “County Property”); and

WHEREAS, the County has historically anticipated construction of a future public recreational trail in the southwest corner of the County Property to connect to the Cherry Creek Trail; and

WHEREAS, the County, Town, and City have historically anticipated construction of a pedestrian bridge across South Parker Road (“CDOT Property”); and

WHEREAS, a portion of the Norton Farms Property is necessary to complete the trail (“Parker Property”); and

WHEREAS, the County, Town, and City have historically anticipated construction of a future public recreational trail along the south side of the future Aurora Parkway within an easement on property owned by the Kings Point developer and Douglas County Associates Limited Partnership (“Kings Point Properties”); and

WHEREAS, the County and Town have entered into separate Intergovernmental Agreements Regarding Funding Related to Design Improvements and Construction, (the “Design Improvements”), in which the County and Town agreed that ongoing maintenance obligations for the High Plains Trail would be addressed by a future intergovernmental agreement between the County and Town; and

WHEREAS, the County, Town, and City desire to fulfill the Parties’ obligations regarding maintenance of the High Plains Trail as set out in **Exhibits A** (the “Trail Segments”), **B** (the “Routine Maintenance” and “Major Repairs”) (both as defined herein) and **C** (the “Maintenance Area Delineation Parker and Arapahoe”), which are attached hereto and incorporated by this reference; and

WHEREAS, the County, Town and City, as Colorado governments, are constitutionally and statutorily empowered, pursuant to Colo. Const., Article XIV, §18 and Sections 29-1-201, *et seq.*, C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services or facilities authorized to each cooperating government; and

WHEREAS, the County, Town and City acknowledge and agree it is in their mutual interest to identify their respective rights and obligations in and to the High Plains Trail in order to avoid conflict and to agree to the terms for operating and maintaining the High Plains Trail.

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

AGREEMENT

The Recitals set forth above are hereby incorporated into the covenants and agreements set forth below.

1. TRAIL AND BRIDGE MAINTENANCE AREA RESPONSIBILITIES FOR THE COUNTY, TOWN, AND CITY.

A. The County will be responsible for maintenance of Trail Segment I on the County Property, as shown on Exhibit A, including the bridge across the CDOT Property spanning South Parker Road and the associated bridge abutments.

B. The Town will contribute a monetary share to the County to the Major Repairs for Trail Segment I on the County Property and Parker Property shown on Exhibit A, based on a percentage for cost of the work.

C. The City will be responsible for maintenance of Trail Segments II, III and IV on the Kings Point Properties as shown on Exhibit A.

2. USE AND OCCUPANCY OF HIGH PLAINS TRAIL BY THE COUNTY AND CITY. The County owns a portion of the property in Trail Segment I. CDOT owns a portion of the property in Trail Segment I within the Parker Road right-of-way. Kings Point owns the property in Trail Segments II, III and a portion of Segment IV. Douglas County Associates Limited Partnership owns the property in a portion of Segment IV.

A. The County, its officers, agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the County respectively, will obtain a right-of-way permit to use and occupy the portion of the High Plains Trail and Bridge within the CDOT Property designated for use, as depicted in Exhibit A, for the purposes of maintaining and operating the improvements in Trail Segment I in accordance with and as more particularly described in Exhibit B, subject to the terms of this Agreement;

B. The Town grants the County access to perform routine maintenance for the trail segment and landscape on the Parker Property shown on Exhibit C from the County Line back to the County Line. All other routine maintenance on the Norton Farms Conservation Easement south of the trail will be performed by the Town.

C. The City will acquire a trail easement from the Kings Point Developer and the Douglas County Associates Limited Partnership Developer through Segments II, III,

and IV depicted in Exhibit A, for the purposes of maintaining and operating the improvements in the Trail Segment areas in accordance with and as more particularly described in Exhibit B, subject to the terms of this Agreement.

3. ROUTINE MAINTENANCE AND MAJOR REPAIRS

A. **Routine Trail Maintenance.** The County accepts responsibility for the Routine Maintenance of the Trail, Bridge and Abutments, including annual bridge inspections in accordance with the County's trail maintenance standards and Exhibit B (the "Routine Maintenance"), at its sole cost and expense within Trail Segment I. The City accepts responsibility for the Routine Maintenance of the Trail in accordance with the City's trail maintenance standards and Exhibit B, at its sole cost and expense within Trail Segments II and IV. The City intends to require the current owner/developer/future metropolitan district to maintain Segment III and will be fully responsible for requiring this maintenance.

B. **Major Trail Repairs.** The County accepts responsibility for major repairs to the trail and surrounding landscape within the County's Property in Trail Segment I including, but not limited to, those types of repairs and modifications listed in Exhibit B (the "Major Repairs"). The City accepts responsibility for major repairs to the trail and surrounding landscape within segments II, III and IV, including, but not limited to, those types of repairs and modifications listed in Exhibit B.

C. **Major Bridge and Abutment Repairs or Replacement.** Based on the annual bridge inspection report, the Parties shall agree, in writing, which Major Repairs are necessary and shall request an appropriation from each of its respective governmental authority to fund such repairs using an engineer's estimate of the costs provided by the County. The County shall be responsible for obtaining any and all required approvals and permits associated with installation of any Major Repairs from CDOT and all applicable local, state, and federal governments.

4. PAYMENT

The Town and the City will compensate the County for thirty-three percent (33%) of the cost of Capital Repairs and Replacement of the Bridge, and the Town will compensate the County for fifty percent (50%) of the services to perform major repairs of the High Plains Trail, as shown on Exhibit A, Segment I, subject to the availability of appropriated funds within their annual budgets. The County and City are responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act or other taxes owed on compensation paid under this Agreement for services performed on their respective responsibilities as shown on Exhibit A, and for Capital Repairs and Replacement of the Bridge services performed as part of this Agreement. The County shall submit requests for payment in a form acceptable to the Town and the City and in conformance with the Town and the City's respective policies, typically on a bi-annual basis when major repairs are needed. The County shall each provide such backup information for its payment requests as may be reasonably requested by the Town and the City. The Town and the City shall have thirty (30) days from receipt of any payment request to make payment to the County.

5. TERM AND TERMINATION OF AGREEMENT. The Parties shall have the right to terminate this Agreement, with or without cause, by giving one hundred eighty (180) days' prior written notice to the other Parties of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County and the City pursuant to this Agreement shall become their property. Unless expressly stated otherwise in the notice, the County and the City shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the County and the City shall proceed to cancel all existing orders and contracts that are chargeable to the Town under this Agreement. The County and the City shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement, prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice.

6. OWNERSHIP OF TRAIL AND BRIDGE. The County will own the trail, bridge and abutments within County-owned and CDOT-owned property on Segment I shown on Exhibit A. The City intends to own the trail on Segments II, III and IV shown on Exhibit A, pending future plans by local developer to create City owned ROW along these Segments.

7. MAINTENANCE OF HEALTH, SAFETY AND WELFARE. The County and the City agree to maintain the Trail Areas, pursuant to this Agreement, in a manner that protects the health, safety and welfare of the public using the High Plains Trail.

8. NOTICES. Any notice required or permitted to be given hereunder shall be deemed given and received: (i) two business days after mailing by United States certified mail, return receipt requested, postage prepaid, (ii) one business day after deposit prepaid with a reputable overnight courier for next day delivery, or (iii) upon personal delivery during regular business hours, properly addressed as follows:

If to the County:

Arapahoe County

Attn: Open Spaces and Intergovernmental Relations Director

6934 S. Lima St., Suite A

Centennial, CO 80112

If to the City:

City of Aurora

Attn: Parks, Recreation & Open Spaces Director

15151 E. Alameda Parkway, Suite 4600

Aurora, CO 80012

If to the Town:

Town of Parker

Attn: Parks, Recreation & Open Space Director

20120 E. Mainstreet

Parker, CO 80134

Any Party may change its address for the purposes of notice by giving written notice of such change to the other Parties, in any manner above specified.

9. MISCELLANEOUS.

A. Governing Law and Venue. The Parties hereto agree that this Agreement shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County, Colorado.

B. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter thereof and there are no prior or contemporaneous agreements, either oral or written, relating to the subject matter hereof, except as expressly set forth herein.

C. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed, except by a written agreement among the Parties.

D. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the Parties.

E. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the County, Town or City, or their respective officials, employees, contractors or agents, or any other person acting on their behalf and, in particular, governmental immunity that may be afforded or available to the County, Town or City, pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

F. Annual Appropriations. The Parties do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Parties' payment obligations hereunder are subject to annual appropriation. The Parties have appropriated sufficient funds for this Agreement for the current fiscal year.

G. Nonassignability. Neither the County, the Town nor the City may assign its rights or delegate its duties hereunder without the prior written consent of the other Parties to this Agreement.

H. Headings for Convenience. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such

waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

J. Recordation. The Parties agree that this Agreement may be recorded in the records of the Clerk and Recorder for Arapahoe County.

K. Binding Agreement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

L. Definitions and Interpretations. Except as otherwise provided herein, nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule, or document shall mean such policy, procedure, law, regulation, rule, or document as it may be amended from time to time.

M. Survival of Representations. Each and every covenant, promise and payment contained in this Agreement shall survive each and be binding and obligatory upon each of the Parties and shall not merge into any deed, assignment, covenant, escrow agreement, easement, lease or any other document.

N. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provisions.

[Remainder of page intentionally left blank. Signatures on following pages.]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

**BOARD OF COUNTY COMMISSIONERS,
ARAPAHOE COUNTY, COLORADO**

By: _____
Title: _____

ATTEST:

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Deputy Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

THE CITY OF AURORA

By: _____
Mike Coffman, Mayor

ATTEST:

By: _____
Kaydee Rodriguez, City Clerk

REVIEWED BY:

By: _____
Brooke Bell, Parks, Recreation & Open Space Department

APPROVED AS TO FORM:

By: _____
Tim Joyce, Senior Assistant City Attorney

EXHIBIT A

Trail Areas

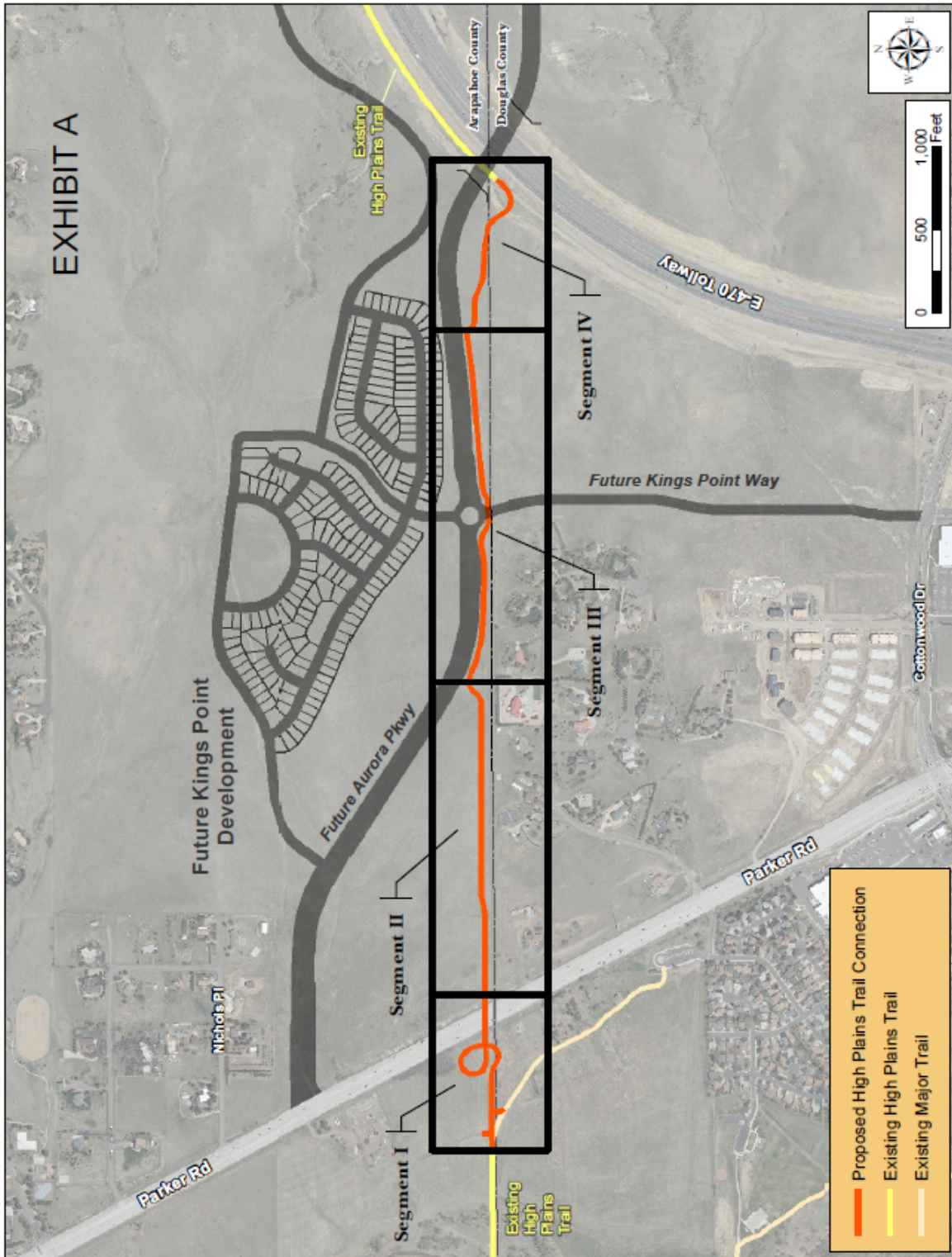


EXHIBIT B

Routine Maintenance and Major Repairs

ROUTINE MAINTENANCE:

The County and the City agree to maintain the Trail Segments, at a minimum, to the standard established throughout the trail system within the County and City, including, but not limited to, the following:

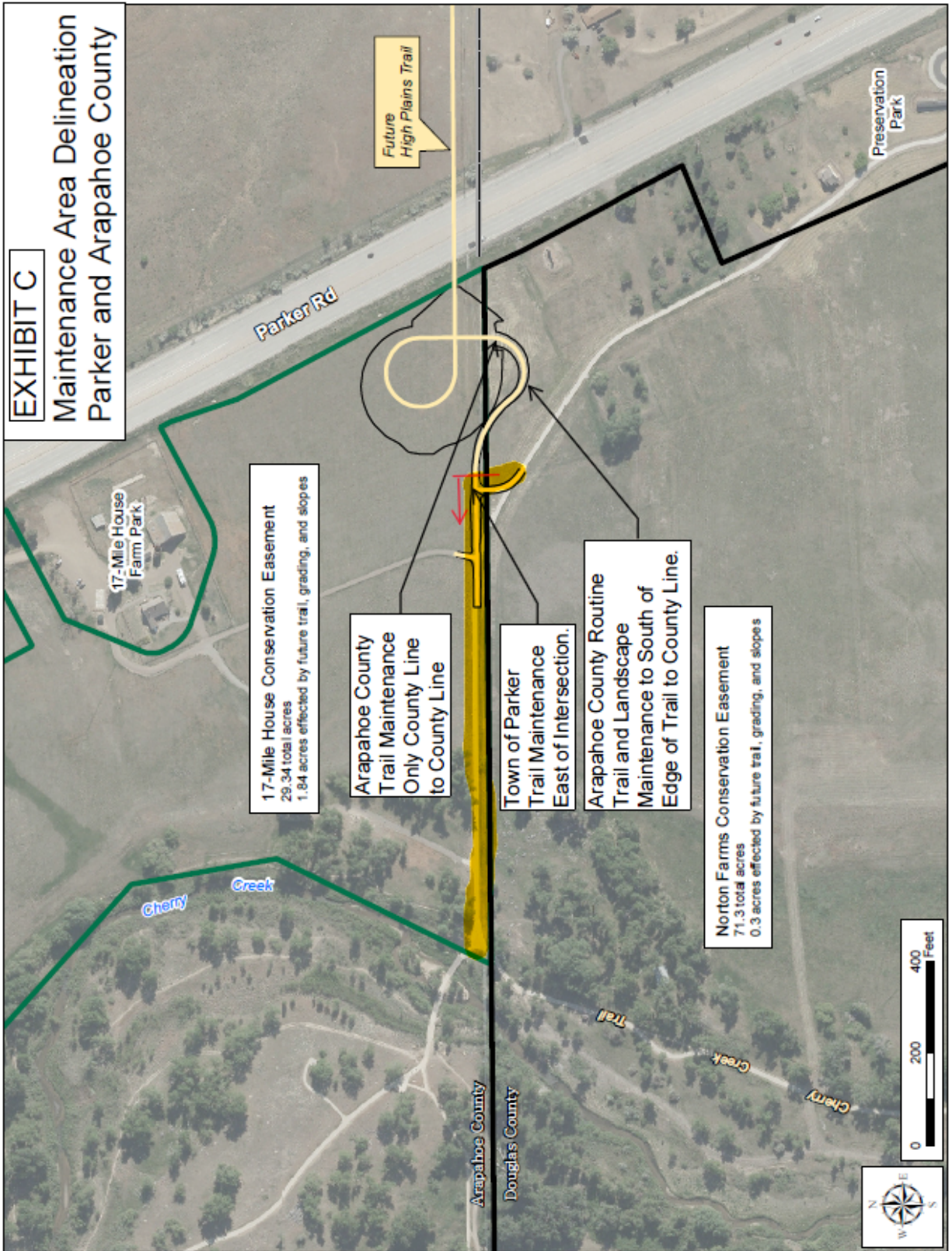
- General trail maintenance and upkeep
- Adjacent shoulder maintenance approximately 2 to 6 feet beyond either side of the trail's edge, to include:
 - Shoulder mowing
 - Trimming (via string trimmer)
 - Washout/rutting/erosion mitigation
 - Vegetation rehabilitation/ weed control
 - Litter/trash removal
- Snow removal and ice mitigation
- Trail sweeping
- Concrete trail crack mitigation and repair, routing, and sealing
- Concrete trail grinding or smoothing and cross-stitching
- Graffiti removal for all surfaces
- Trail sign maintenance, repair, and replacement
- Permit oversight and emergency services
- Landscape and Irrigation
- Minor railing repairs

MAJOR REPAIRS:

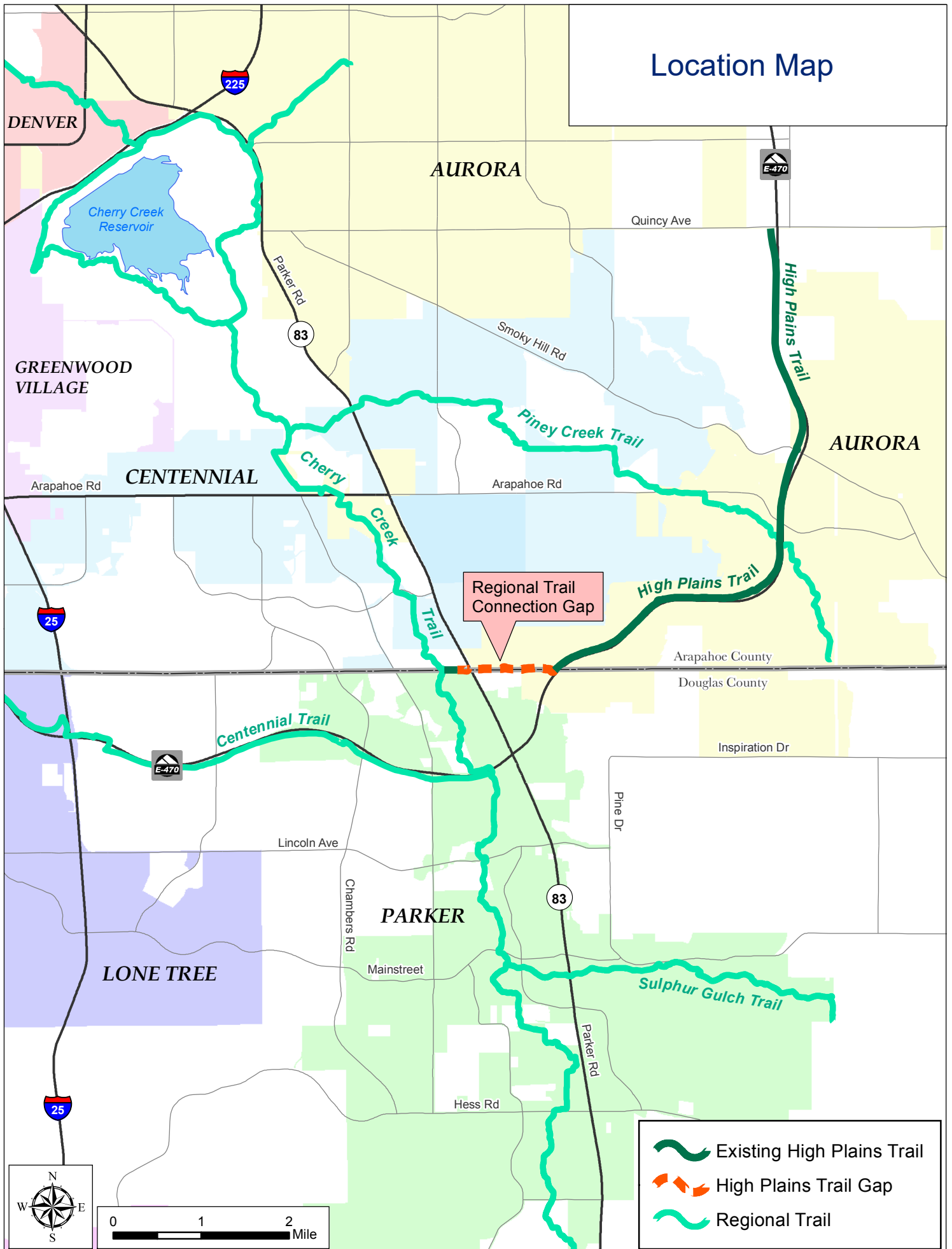
The Parties agree that the following constitute Major Repairs in accordance with Sections 3A and 3B of the Agreement:

- Concrete trail removal and replacement over 500 square feet
- Major railing repair or replacement of 10 or more linear feet
- Installation, repair, or replacement of any trail-supporting wall
- Installation, repair or replacement of any drainage or culvert
- Installation, repair, or replacement of any bridge abutment
- Installation, repair, or replacement of any bridge structure

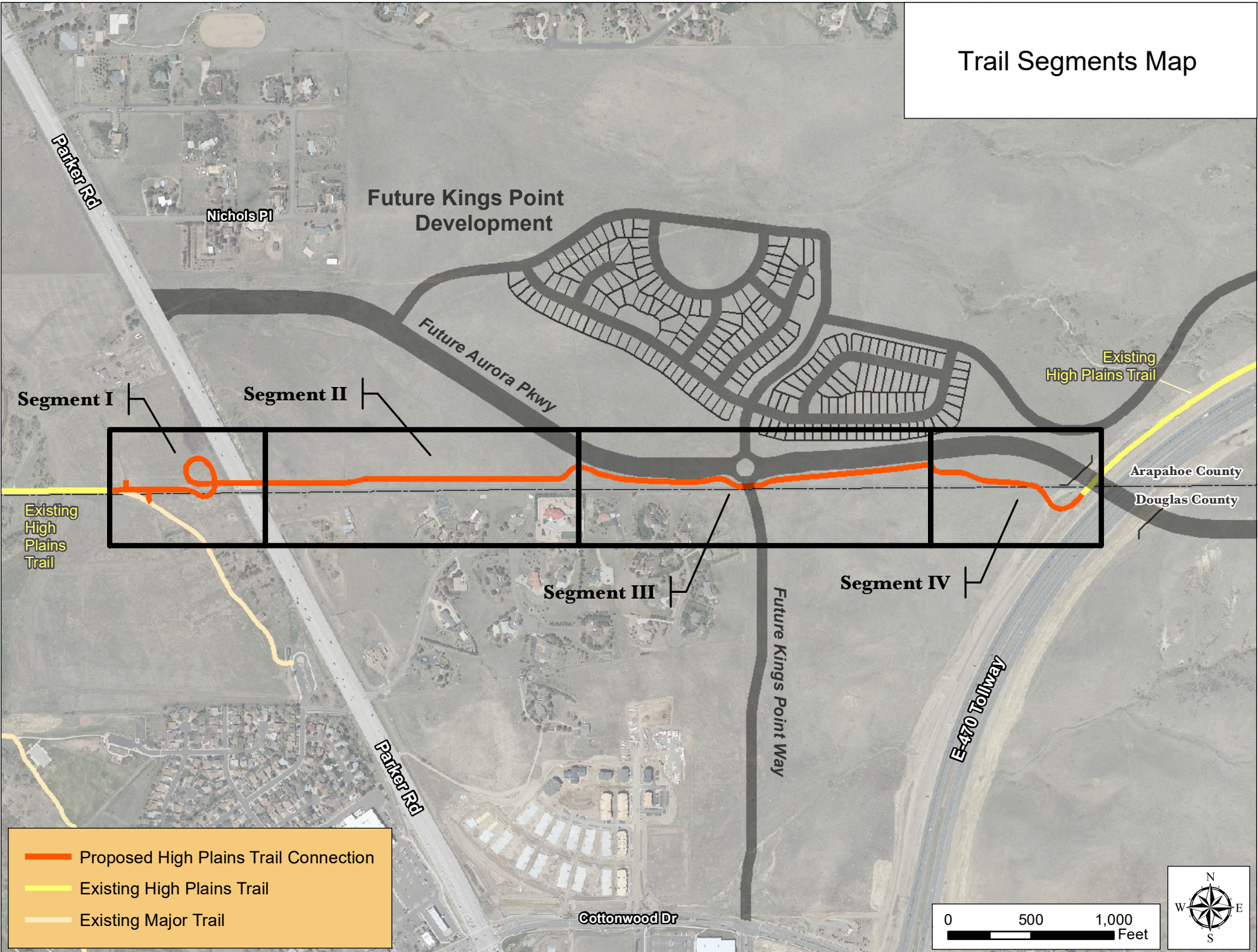
EXHIBIT C



Location Map



Trail Segments Map





Stanley Consultants INC.



Stanley Consultants INC.



Request for Town Council Action

Date: October 18, 2021

Submitted By: Jeremiah Fettig, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-045**
A Resolution to Adopt the Town of Parker, Colorado, 2021
Three-Mile Area Plan

Department: Community Development, Jeremiah Fettig

EXECUTIVE SUMMARY

The Colorado Municipal Annexation Act of 1965, C.R.S. 31-12-105 et. seq., requires that municipalities prepare and adopt a Three-Mile Area Plan prior to annexing property into their territorial boundaries. The Town of Parker prepares an updated Three-Mile Area Plan ("the Plan") annually to comply with state law and support on-going annexation activity. The Plan identifies unincorporated land that is located within three (3) miles of Town boundaries, depicts the Town's planning area and incorporates reference information for service provision.

The Planning Commission held a public meeting on September 23, 2021, and unanimously recommended that Town Council approve the proposed 2021 Three-Mile Area Plan.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker actively pursues annexation opportunities within the Parker 2035 Master Plan's designated planning area. The 2021 Three-Mile Area Plan has been prepared to comply with the Municipal Annexation Act of 1965 to support annexation activity. The primary purpose of the Plan under state statute is to identify areas for potential annexation within three (3) miles of existing municipal boundaries and to require municipalities to consider how they will provide services if these areas are annexed.

The Annexation Act, at C.R.S. 31-12-105(e)I, provides that: "Prior to the completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the

area." The Three-Mile Area Plan constitutes the plan required by State statute with cross-references to other plans adopted by the Town including the Parker 2035 Master Plan; Parks, Recreation and Open Space Master Plan; and Transportation Master Plan.

Overview of the 2021 Three-Mile Area Plan

Town staff has updated the previously adopted Three-Mile Area Plan to address the requirements as outlined in the Colorado Revised Statute Section 31-12-105(e)(I), regarding unincorporated lands located within three (3) miles of the Town's current municipal boundaries.

The changes found in the 2021 Plan include minor revisions to the map exhibits. The total unincorporated land within the three (3) mile boundary is approximately 49,646 acres or 77.57 square miles. The 2021 Three-Mile Area Plan has eight (8) components as follows:

1. Introduction
2. Overview of Sub-Areas
3. Transportation
4. Parks, Natural Areas and Open Land Related Items
5. Utilities and Related Items
6. Proposed Land Uses
7. Enclaves Located within Parker
8. Map Exhibits

The Three-Mile Area Plan also references multiple plans adopted by the Town and surrounding jurisdictions. It complies with state statute and will support the Town's annexation activities in 2022 if adopted.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Planning Commission Staff Report
2. Resolution No. 21-045

RECOMMENDED MOTION

I move to approve Resolution No. 21-045.



Planning Commission Staff Report

Planning Commission Date: 9/23/2021

Town Council Date: 10/18/2021

Hearing Type: **Public Meeting**
Adoption of the 2021 Three-Mile Area Plan

Location: **Town of Parker – Three-Mile Radius**

Project Planner: **Jeremiah Fettig, Associate Planner**

Applicant: **Town of Parker**

Executive Summary: The Town of Parker Three-Mile Area Plan (the ‘Plan’), was originally adopted by Town Council in 2006 and is developed to comply with the Municipal Annexation Act of 1965. State law requires that the Town update the Plan annually.

Staff Recommendation: **Approval**

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council adopt the Town of Parker’s 2021 Three-Mile Area Plan.”

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council deny adoption of the Town of Parker’s 2021 Three-Mile Area Plan.”

“I move the Planning Commission vote to continue adoption of the Town of Parker’s 2021 Three-Mile Area Plan to a future date.”

I. BACKGROUND/DISCUSSION

The Plan was prepared for the purpose of complying with the Municipal Annexation Act of 1965 which is intended to ensure that municipalities are able to provide services in newly annexed areas. Section 31-12-105(e)(I) of the Colorado Revised Statutes provides that:

“Prior to the completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces,

public utilities, and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the area.”

Overview of 2021 Three-Mile Area Plan

The Plan was prepared to address the requirements as outlined in the Colorado Revised Statute Section 31-12-105(e)(I), regarding unincorporated lands located within three (3) miles of the Town’s current municipal boundaries. The unincorporated land described in the Plan includes properties located in Douglas, Arapahoe and Elbert Counties. The Plan boundary perimeters also encompass incorporated areas located within portions of the City of Lone Tree, City of Centennial, City of Foxfield, City of Aurora, Town of Castle Rock and the City of Castle Pines. Unincorporated lands within the three-mile boundary total approximately 49,646 acres or 77.57 square miles.

The 2021 Plan is brief since the Parker 2035 Master Plan establishes a Planning Area Boundary and already address many of the requirements of the Statute. The Plan framework has eight (8) chapters:

- Introduction
- Overview of Sub-Areas
- Transportation
- Parks, Natural Areas, and Open Land Related Items
- Utilities and Related Items
- Proposed Land Uses
- Enclaves Located within Parker
- Map Exhibits

These chapters refer to those plans, policies, maps and other documents adopted by the jurisdictions that are located within the Three-Mile Plan area. The 2021 Three-Mile Area Plan has only minor updates to the maps and lists of existing plans, to reflect changes that have occurred since the adoption of the 2020 Three-Mile Area Plan.

What the Plan does:

- References planning documents from the Town of Parker and nearby jurisdictions
- Complies with state law

What the Plan does not do:

- Change the Master Plan
- Change the Parker Planning Area
- Change the Town’s regulations or zoning
- Obligate the Town to change any of the above

II. PRIOR ACTIONS

Date	Action
11-02-2020	Town Council Adopted the 2020 Three-Mile Area Plan

III. RECOMMENDATION

Staff recommends the Planning Commission recommend Town Council adopt the 2021 Three-Mile Area Plan.

IV. ATTACHMENTS

1. 2021 Three-Mile Area Plan with maps including changes

Report Approved By: Bryce Matthews, Planning Manager

RESOLUTION NO. 21-045, Series of 2021

**TITLE: A RESOLUTION TO ADOPT THE TOWN OF PARKER, COLORADO,
THREE-MILE AREA PLAN**

WHEREAS, the Municipal Annexation Act of 1965 provides that municipalities need a three-mile area plan (the "Plan");

WHEREAS, the Plan should generally describe the proposed location, character and extent of roads, bridges, parks, open spaces, public utilities and transportation facilities within the three-mile plan area; and

WHEREAS, the Municipal Annexation Act of 1965 requires the Plan to be updated at least once annually.

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

Section 1. The Town Council of the Town of Parker hereby adopts the Three-Mile Area Plan, which is attached hereto as **Exhibit 1** and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

Three-Mile Area Plan for the Town of Parker

2021 Update



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Map 4 – Significant Parks	
Map 5 – Water and Sanitation Districts	
Map 6 – County Zoning	

I. Introduction

Purpose

The Three-Mile Area Plan is a policy document developed to comply with the Municipal Annexation Act of 1965. The purpose of this Plan is to ensure the adequate provision of municipal services within newly annexed lands based on Section 31-12-105(e)(I) of the Colorado Revised Statutes which provides that:

“Prior to the completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the area.”

The Statute requires a municipality to adopt an annexation plan prior to the annexation of any land into the municipality. Parker’s Three-Mile Area Plan provides a general description of all unincorporated lands located within three miles of the Town’s municipal boundaries. The Town of Parker’s 2035 Master Plan, as amended, provides guidance on proposed land uses within the Town’s planning area. Proposed annexations should be consistent with the Town’s Master Plan and Three-Mile Area Plan.

Methodology

The methodology used to develop the Three-Mile Area Plan focused on the use of GIS mapping, data collection, and research of unincorporated lands located within the Town’s three-mile boundary. Parker’s three-mile boundary was then divided into six (6) Sub-Areas (see Figure 1) to facilitate the analysis. Unincorporated lands located within each Sub-Area were examined to determine general character, land use, transportation, extent of infrastructure, open space, and parks and recreation, and are further defined on maps 1 through 6.

2021 Three-Mile Area Plan Town of Parker, Colorado

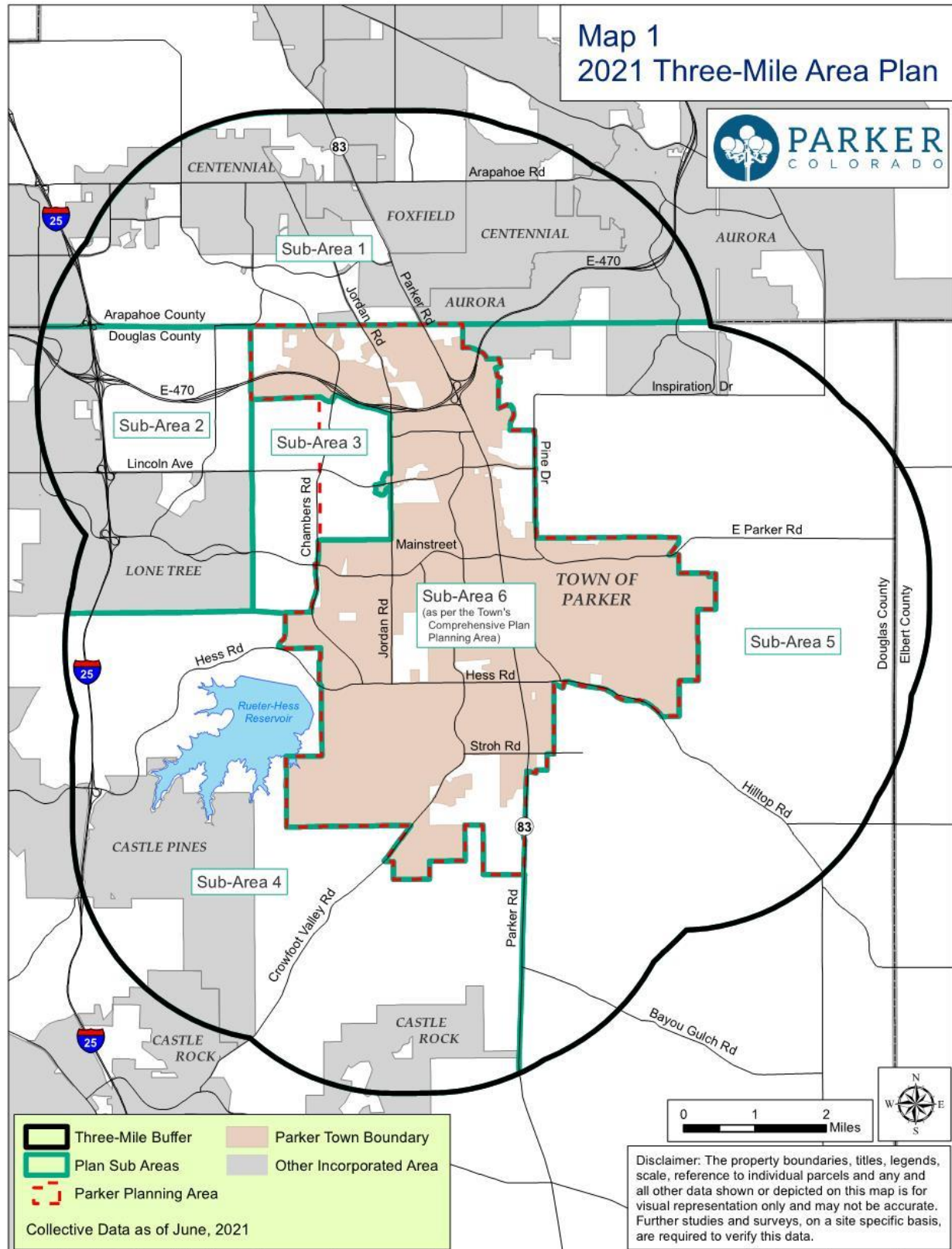


Figure 1 – Town of Parker Three-Mile Boundary – based on the Town’s Municipal Boundary

II. Overview of Sub-Areas

The land described in this Three-Mile Area Plan includes properties located in Douglas, Arapahoe, and Elbert Counties. The Three-Mile Area Plan boundary perimeters also encompass the municipal boundaries of the City of Lone Tree, City of Centennial, City of Foxfield, City of Aurora, Town of Castle Rock, and the City of Castle Pines. The general character of land ranges from rolling hills, high plains grasslands, bluffs, forest, as well as highly developed urban areas. In 2021, unincorporated lands within the three-mile boundary total approximately 49,646 acres or 77.57 square miles (see Table 1).

Table 1 – Total acreage of all unincorporated land within Parker’s three-mile boundary (excludes any municipal lands)

Parker Three-Mile Area Plan Sub-Areas	Total Unincorporated Acreage
Sub-Area One	4,542
Sub-Area Two	2,954
Sub-Area Three – Portion Within Town’s Planning Area	2,966
Sub-Area Four	12,859
Sub-Area Five	23,726
Sub-Area Six – Completely Within Town’s Planning Area	2,599
Grand Total Acreage	49,646

Relevant Plans, Policies and Other Documents

Parker’s Three-Mile Area Plan references plans, policies, maps and other documents that have been adopted by the Town of Parker and other jurisdictions within the Three-Mile Area Plan area. These plans, policies, maps and documents describe the proposed location, character and extent of specific infrastructure and development characteristics.

III. Transportation

The following documents relate to the transportation specific issues within the Plan area:

Streets, Bridges and Parkways

- Town of Parker 2035 Master Plan
- Town of Parker Mainstreet Master Plan
- Town of Parker Transportation Master Plan
- Town of Parker Bike Lane Plan
- Town of Parker Complete Streets Policy
- Town of Parker Road Corridor Plan
- Town of Parker Chambers and Hess Roads Subarea Plan
- Town of Parker Salisbury Estates Neighborhood Objective
- Douglas County 2040 Comprehensive Master Plan
- Douglas County 2040 Transportation Plan
- Douglas County Comprehensive Bike Plan/Map
- Arapahoe County Comprehensive Plan
- Arapahoe County 2035 Transportation Plan

- Arapahoe County Bicycle/Pedestrian Master Plan
- City of Aurora Places Comprehensive Plan
- City of Aurora Bicycle and Pedestrian Master Plan
- City of Castle Pines Comprehensive Plan
- City of Castle Pines Master Transportation Plan
- City of Centennial Comprehensive Plan
- City of Centennial Transportation Master Plan
- City of Lone Tree Comprehensive Plan
- City of Lone Tree 2040 Transportation Master Plan
- Town of Castle Rock 2030 Comprehensive Plan
- Town of Castle Rock Transportation Master Plan
- Elbert County Comprehensive Plan
- West Elbert County Transportation Master Plan

Transit Services and Terminals for Public Transportation

- Town of Parker Transit Feasibility Study
- Town of Parker Fixed Guideway Transit Study
- Regional Transportation District Southeast Corridor Service Plan
- DRCOG 2050 Metro Vision Regional Transportation Plan

Airport/Aviation Fields

The attached map entitled “Map 2: Transportation Facilities, Three-Mile Area Plan” locates the sole airport within the Plan, Centennial Airport. Airports and aviation fields are further referenced in Centennial Airport Authority’s Airport Influence Area (AIA) Map and Centennial Airport Land Use Guidelines.

Other Public Ways

- Town of Parker Open Space, Trails and Greenways Master Plan
- Town of Parker Parks, Recreation and Open Space Master Plan
- Douglas County Parks Trails and Open Space Master Plan
- Elbert County Open Lands, Parks and Trails Plan

IV. Parks, Natural Areas, and Open Land Related Items

The following documents relate to issues regarding parks, natural areas, and open land related items within the Town of Parker and in unincorporated areas in the Plan:

Waterways

- The attached map entitled “Map 3: Significant Waterways, Three-Mile Area Plan” locates all significant waterways within the Plan area
- Cherry Creek Basin Open Space Conservation and Stewardship Plan
- Major Drainageway Plan from Cherry Creek Reservoir to Scott Road
- Reuter-Hess Reservoir 2016 Recreation Master Plan
- Town of Parker Municipal Code, 13.05.010 Floodplain Regulations
- Town of Parker Storm Drainage and Environmental Criteria Manual

Waterfronts

Any and all waterfronts associated with waterways within the Plan area.

Playgrounds, Squares and Parks

The attached map entitled “Map 4: Significant Parks, Three-Mile Area Plan Boundary” locates all significant parks within the Plan area.

- City of Lone Tree 2017 South Suburban Parks and Recreation Master Plan
- City of Lone Tree RidgeGate East 2018 South Suburban Parks and Recreation Master Plan Addendum

Open Space

- Town of Parker Open Space, Trails and Greenways Master Plan
- Town of Parker Parks, Recreation and Open Space Master Plan
- Castle Rock Parks and Recreation Master Plan
- Castle Pines Parks and Recreation Comprehensive Plan
- Douglas County Parks Trails and Open Space Master Plan
- Elbert County Open Lands, Parks and Trails Plan
- Arapahoe County Open Space Master Plan
- City of Lone Tree Walk & Wheel Plan
- City of Centennial Trails and Recreation Plan

V. Utilities and Related Items

The following documents relate to issues regarding utilities and related items for the Plan:

Public Utilities*

- The attached map entitled “Map 5: Water and Sanitation Districts, Three-Mile Area Plan”
- Cottonwood Water and Sanitation District Plan
- Parker Water and Sanitation District Water and Sanitation Plan
- Stonegate Village Metro District Master Plan
- The Town of Parker does not provide any terminals for water, light, sanitation, transportation and power

** Most water and sanitation districts located within the three-mile area have service plans that are not referenced in this plan. The Special District Control Act, requiring special districts to have a service plan, has been in existence since 1965 and was updated in 1981. Under C.R.S. § 32-1-208, Districts organized without a service plan are more or less deemed to have a service plan called a "statement of purposes." Districts with a "statement of purposes" for a service plan are not listed in this document.*

V. Proposed Land Uses

The following documents relate to issues regarding proposed land uses within the Town of Parker and in unincorporated areas in the Plan:

Land Uses defined within the Planning Area

- Town of Parker 2035 Master Plan
- Town of Parker Mainstreet Master Plan
- Douglas County Comprehensive Plan
- The attached map entitled “Map 6: County Zoning, Three-Mile Area Plan”

Land Use defined outside the Planning Area

- Douglas County Comprehensive Plan
- Arapahoe County Comprehensive Plan
- Elbert County Master Plan
- The attached map entitled “Map 6: County Zoning, Three-Mile Area Plan”

VI. Enclaves Located within Parker

Parker has unincorporated enclaves that are located entirely within the outer boundaries of the Town, within Douglas County. Predominant land uses for the enclaves are residential, rural residential, agricultural, outdoor storage, light industrial, landscape nursery, and farming activities. Each enclave is further described as follows:

List of Enclaves

Canyon Rim Circle & Chambers Road

Zoned: Planned Development

Land Use: Canyon Creek Condos Residential (NE Corner)

Jordan Road & Acer Drive

Zoned: Planned Development (Cottonwood 11 Amendment 1)

Land Use: Single Family Residential

Jordon Road & Apache Plume Drive

Zoned: Planned Development (Cottonwood 10B 1st Amd)

Land Use: Single Family Residential (East)

Jordon Road & Cottonwood Drive

Zoned: Planned Development (Cottonwood Mixed Commercial Industrial 1)

Land Use: Lt. Industrial, Residential, Open Space, a portion of the Cherry Creek Trail

Lincoln Avenue & Dransfeldt Road

Zoned: Agricultural One

Land Use: Residential (SE Corner)

***Annexation not recorded**

Parkglenn Way & Longs Way

Zoned: Commercial (Parker Pro Park Amd 1 & Parker Professional Park)

Land Use: Commercial (NW Corner)

Newlin Gulch Blvd & E. Meadow Vista Circle

Zoned: Agricultural One

Land Use: Vacant (SE of East-West Trail)

Mainstreet & Newlin Gulch Blvd (North)

Zoned: Agricultural One

Land Use: Church Property (NW Corner)

Hess Road, Jordan Road, Todd Drive & Motsenbocker Road

Zoned: Agricultural One, Rural Residential and Light Industrial

Land Use: Douglas County Public Works, Cherry Creek Highlands Large Lot Residential, Outdoor RV Storage and Garden/Nursery

Motsenbocker Road (North of Parker's Parks & Open Space facility)

Zoned: Agricultural One

Land Use: Landscaping Company

Dransfeldt & Twenty-Mile Road

Zoned: Agricultural One

Land Use: Flat Acres Farm (SW Corner)

Motsenbocker Road & King Court

Zoned: Rural Residential

Land Use: Large Lot Residential (East)

Hess Road & Pine Bluffs Way (on Cockriel Drive)

Zoned: Agricultural One

Land Use: Cockriel Boarding Stables (South)

VII. Map Exhibits

Map 1 – Surrounding Jurisdictions

Map 2 – Transportation Facilities

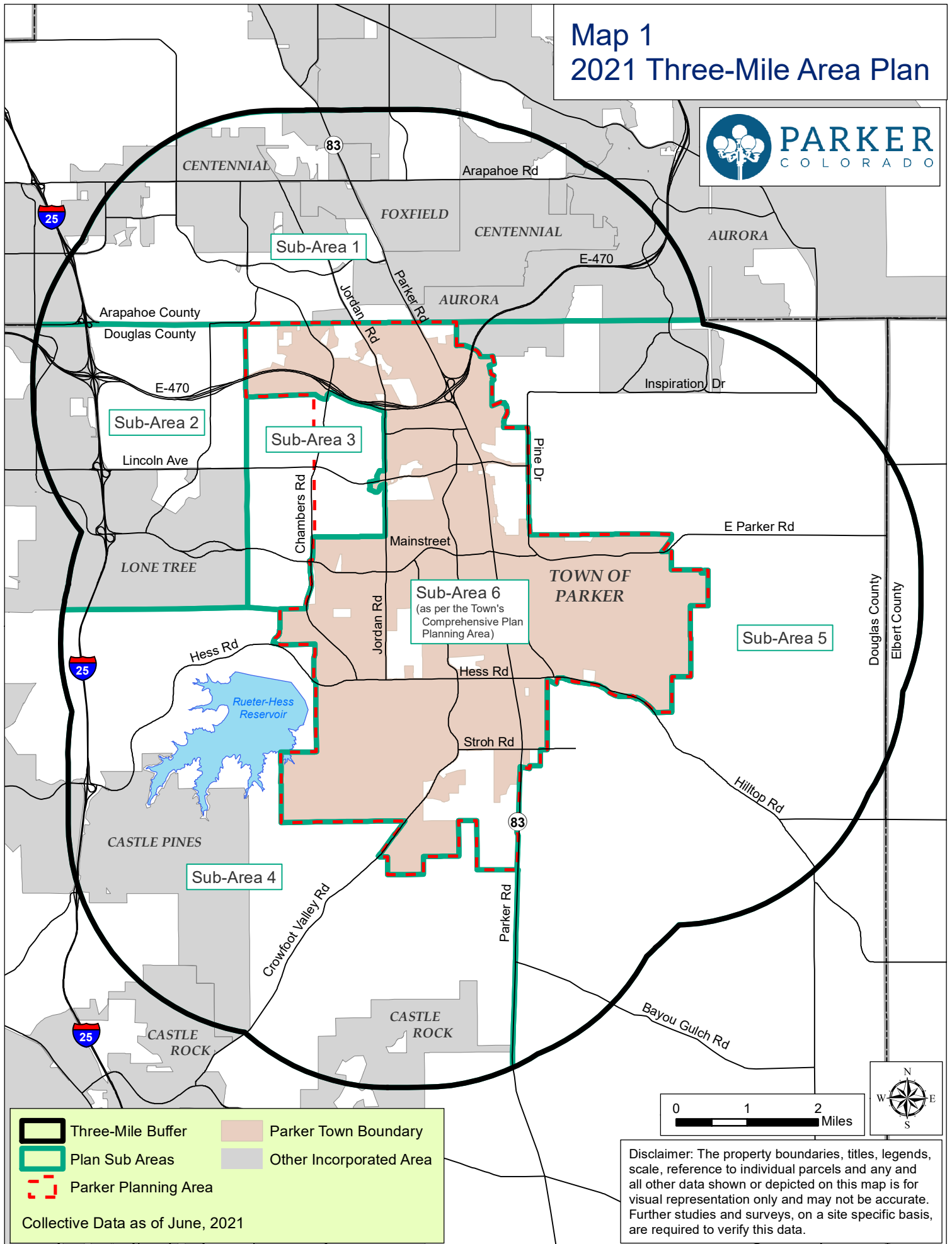
Map 3 – Significant Waterways

Map 4 – Significant Parks

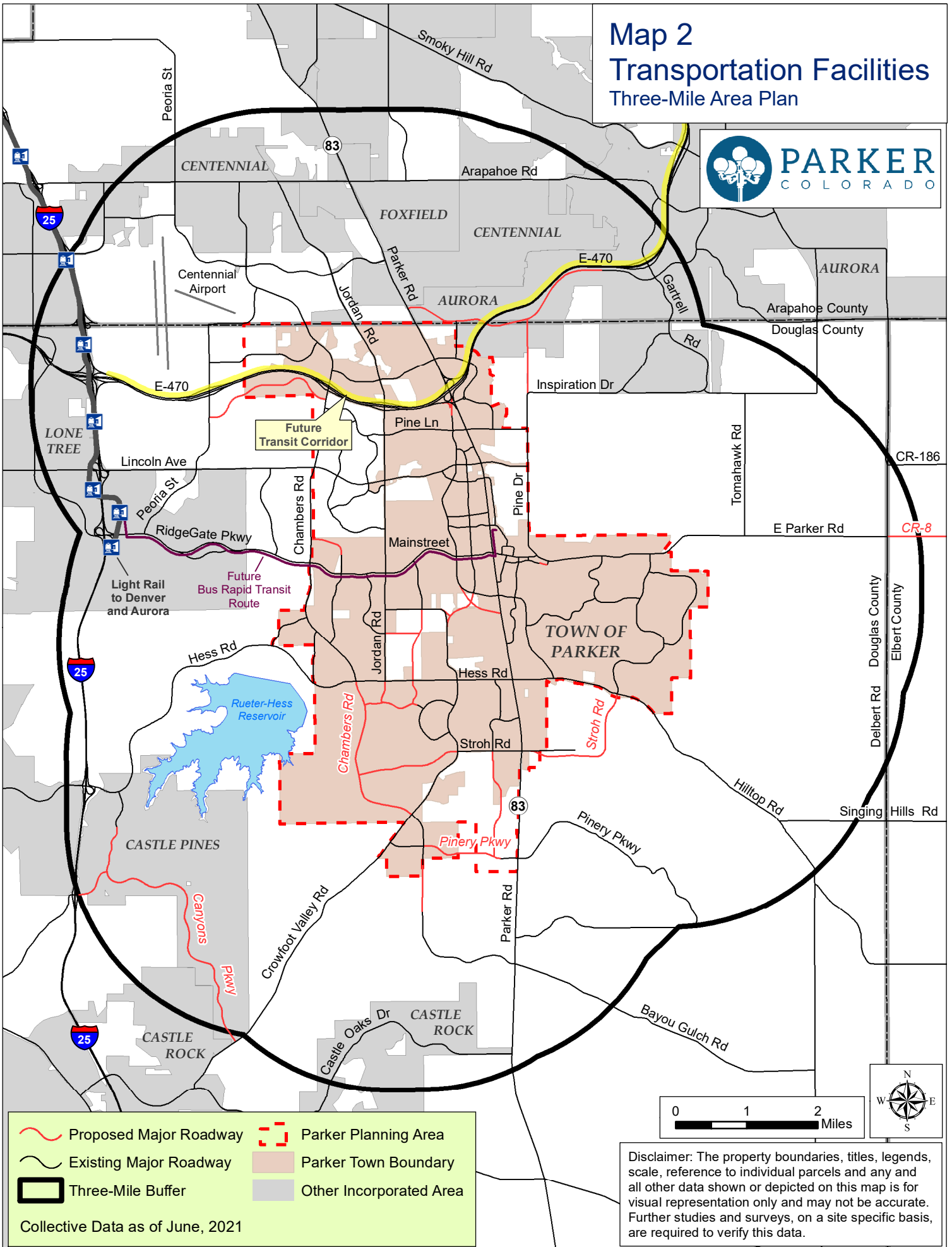
Map 5 – Water and Sanitation Districts

Map 6 – County Zoning

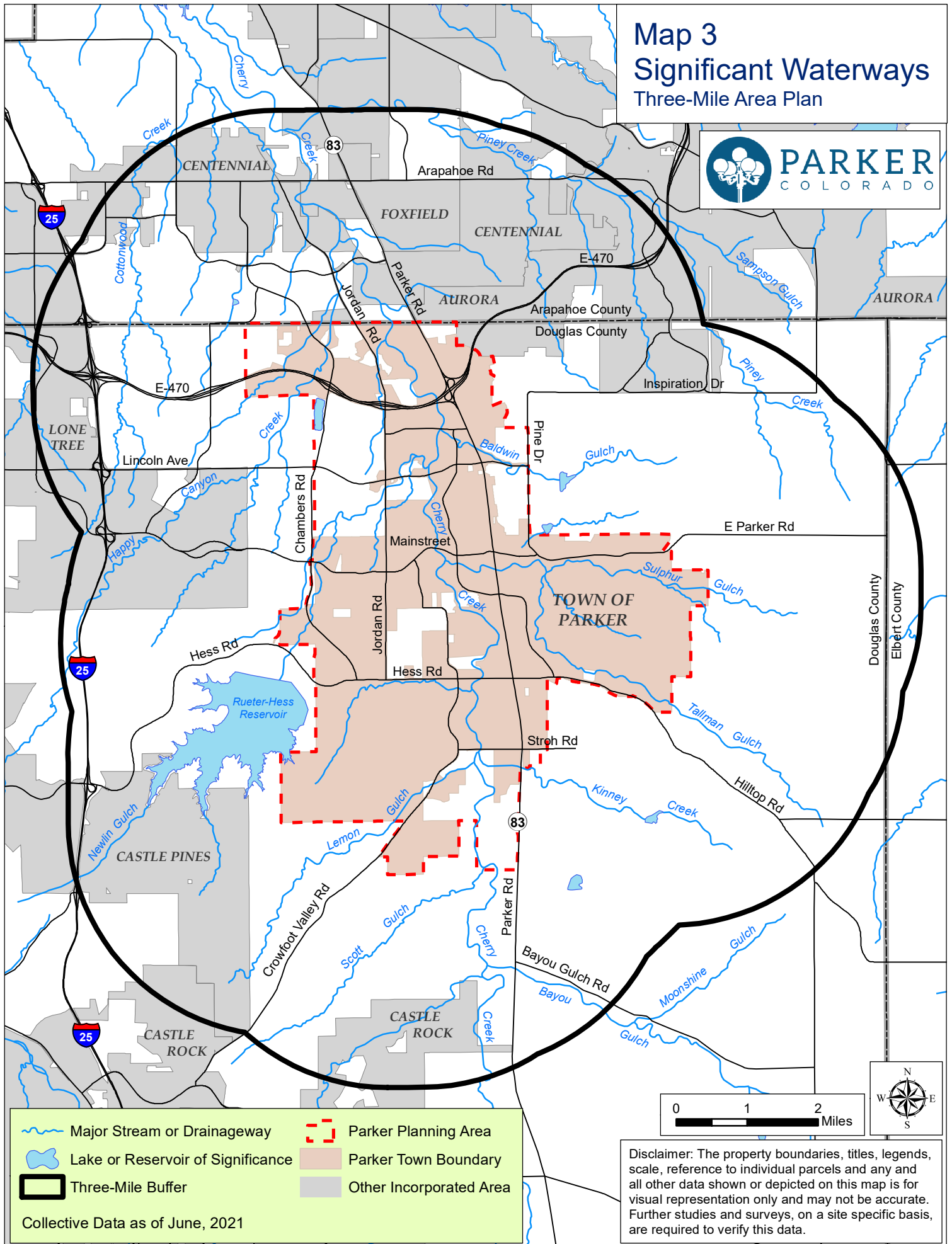
Map 1 2021 Three-Mile Area Plan



Map 2 Transportation Facilities Three-Mile Area Plan

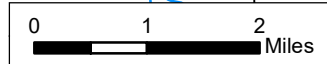


Map 3 Significant Waterways Three-Mile Area Plan



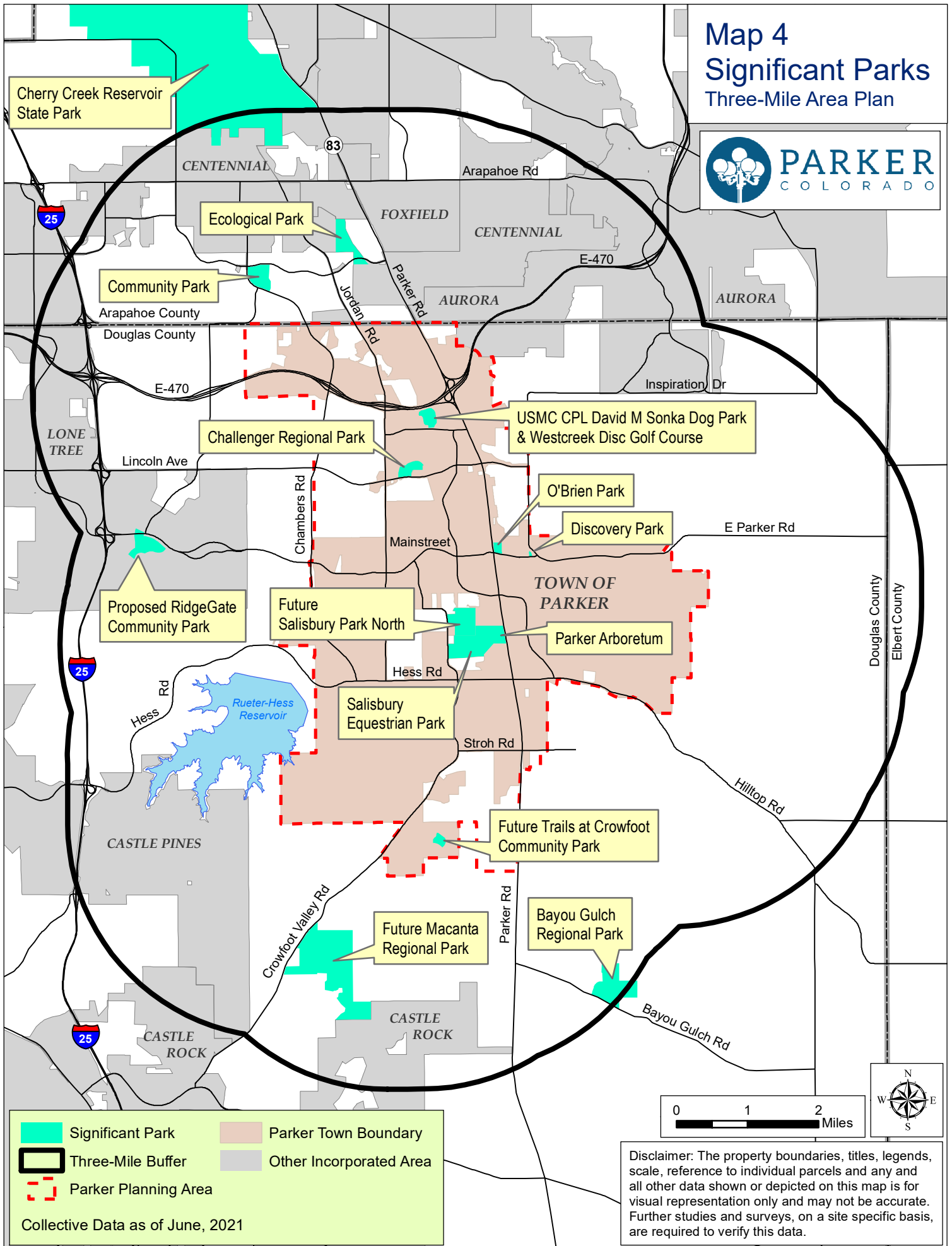
- Major Stream or Drainageway
- Lake or Reservoir of Significance
- Three-Mile Buffer
- Parker Planning Area
- Parker Town Boundary
- Other Incorporated Area

Collective Data as of June, 2021

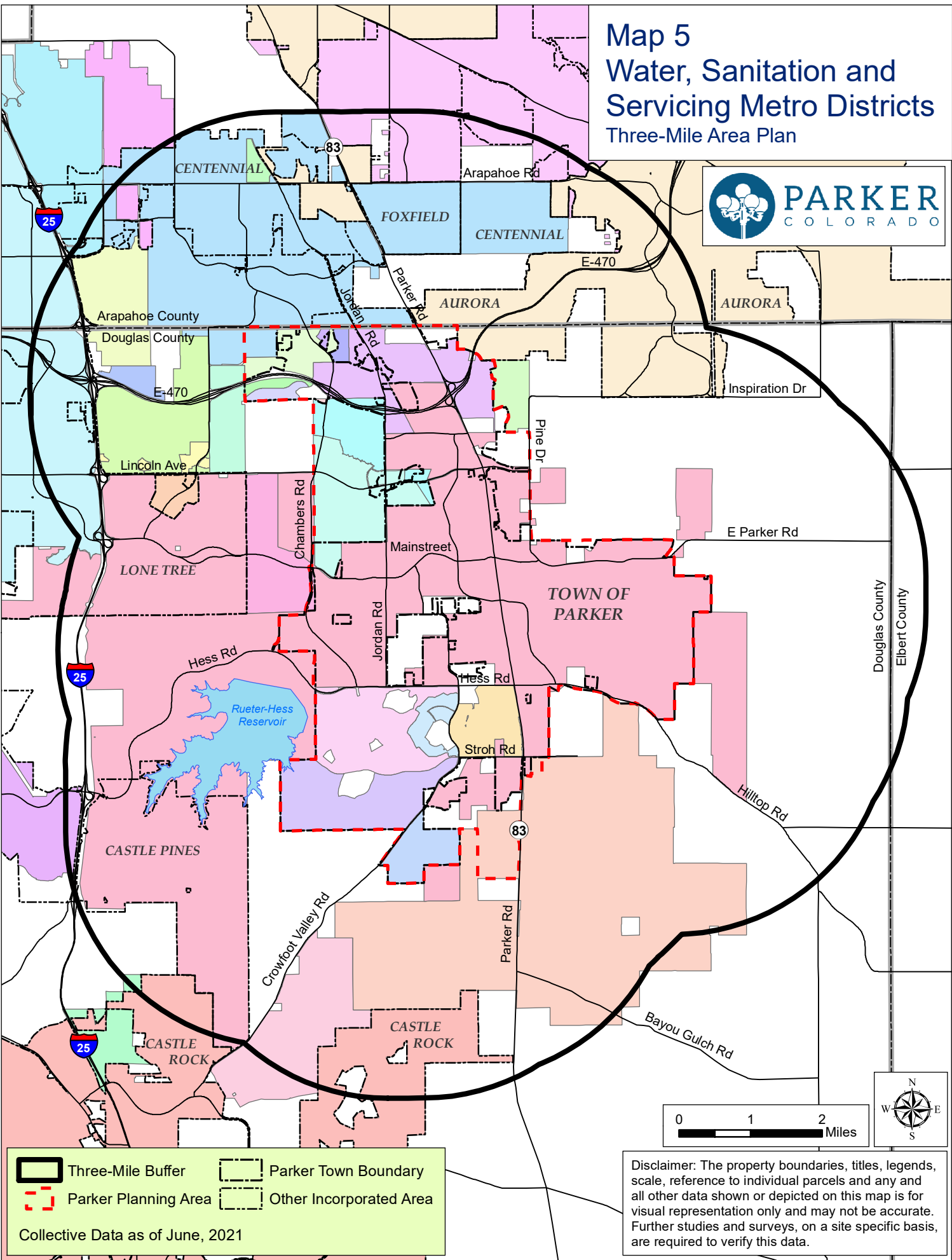


Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis, are required to verify this data.

Map 4 Significant Parks Three-Mile Area Plan



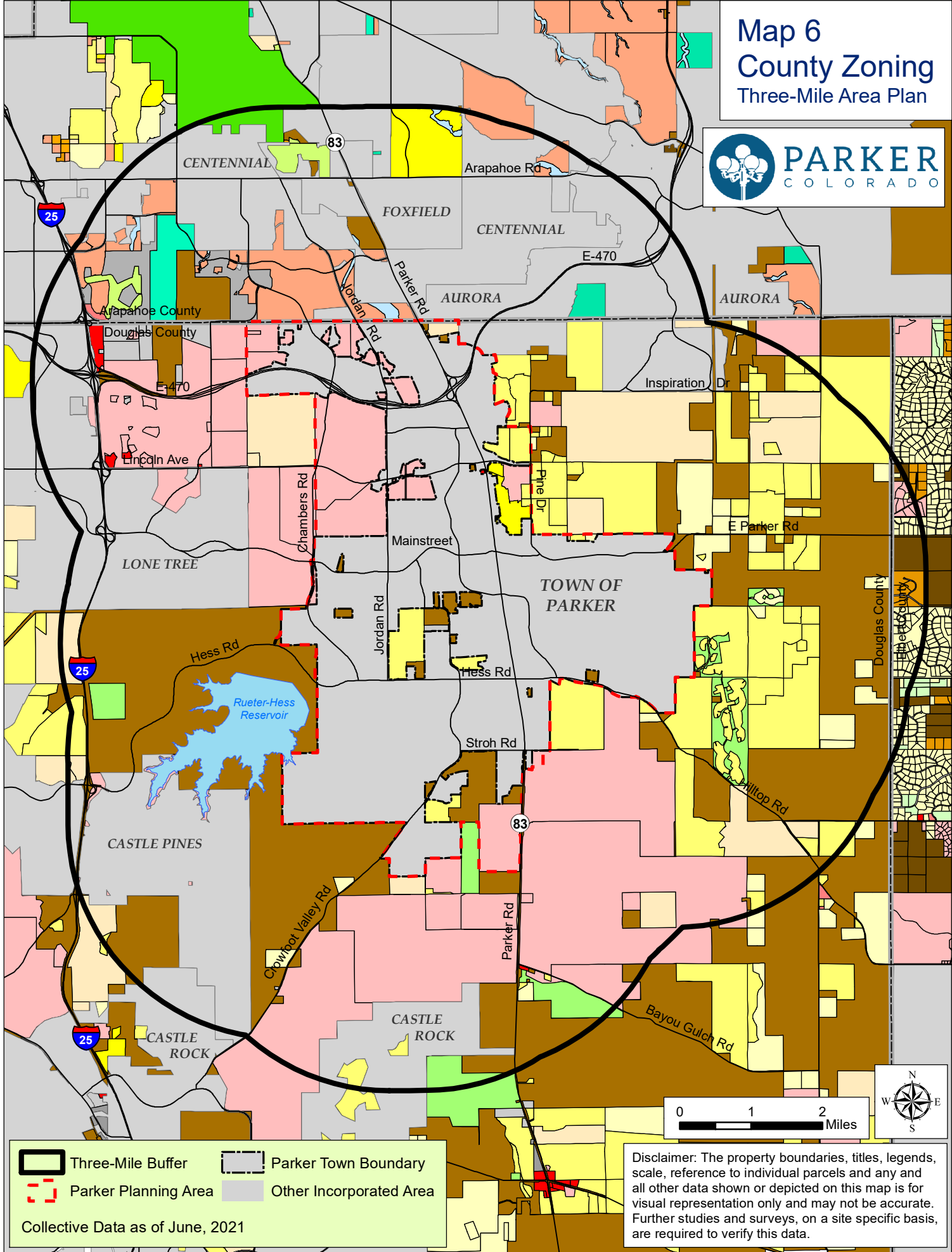
Map 5
Water, Sanitation and
Servicing Metro Districts
Three-Mile Area Plan



Water, Sanitation and Servicing Metro Districts

- | | |
|---|--|
| Airport Vista Metro District 2 | East Valley Metro Water & Sanitation District |
| Anthology West Metro District 2-6 | Havana Water & Sanitation District |
| Arapahoe County Water & Wastewater Authority | Hess Ranch Metro District 4-8 |
| Aurora Water | Inverness Water & Sanitation District and Debt Svc |
| Belford North Metro District | Lincoln Park Metro District |
| Belford South Metro District | Lincoln Park Metro District Debt Service |
| Castle Pines North Metro District | Meridian Metro District |
| Castlewood Water & Sanitation District A, B & D | Meridian Metro District Debt Service 1 & 2 |
| Cherry Creek South Metro District 1 | Meridian Village Metro District 1-4 |
| Cherry Creek South Metro District 4-11 | North Meridian Metro District |
| Compark Business Campus Metro | Parker Water & Sanitation District |
| Compark Business Campus Metro Dist Debt Svc 1 & 2 | Sierra Vista Douglas Mutual Water Co |
| Cottonwood Water & Sanitation District | Silver Heights Water & Sanitation District |
| Crowfoot Valley Ranch Metro District 2 | South Meridian Metro District |
| Denver SE Suburban Water & Sanitation District | Southgate Water and Sanitation District |
| E-470 Potomac Metro District | Stonegate Village Metro District |
| East Cherry Creek Valley Water & Sanitation Dist | Town of Castle Rock |
| | Trails at Crowfoot Metro District 1-3 |

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Arapahoe County Zoning

- A-1 (Agriculture)
- A-2 (Agriculture)
- B-5 (Business)
- F (Floodplain)
- I-1 / I-1 PUD (Industrial)
- M-U PUD / MDP (Mixed Use)
- O (Open Space)
- R-1 (Residential)
- R-3 / R-3 PUD (Residential)
- R-4 / R-4 PUD (Residential)
- R-P / R-P PUD (Residential)
- R-PH (Residential - High Density)
- R-PM / R-PM PUD (Residential - Moderate Density)
- R-PSF (Residential - Single Family)
- RR-A (Rural Residential - Ag)
- RR-B (Rural Residential B)
- U.S.A. (Federal Land)

Douglas County Zoning

- A1 (Agriculture)
- B (Business)
- C (Commercial)
- ER (Estate Residential)
- GI (General Industrial)
- LI (Light Industrial)
- LRR (Large Rural Residential)
- OS (Open Space)
- PD (Planned Development)
- RR (Rural Residential)
- SR (Suburban Residential)

Elbert County Zoning

- A (Agriculture)
- AR (Agriculture - Residential)
- B (Business)
- C (Commercial)
- PUD (Planned Unit Development)
- RA (Residential - Agriculture)
- RA-1 (Residential - Agriculture)
- ROW (Right-of-way)