

TOWN OF PARKER COUNCIL AGENDA

November 1, 2021

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. **5:00 P.M. – Call to Order Town Council Meeting and Roll Call**
 - B. **Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
 - C. **Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**
2. **PARKER CHAMBER OF COMMERCE UPDATES**
3. **DOWNTOWN BUSINESS ALLIANCE UPDATES**
4. **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.*
5. **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

6. **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 25, 2021

B. ORDINANCE NO. 1.547.2 - First Reading

A Bill for an Ordinance to Adopt the 2021 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Jennifer Campbell

Second Reading: November 15, 2021

C. ORDINANCE NO. 1.552 - First Reading

A Bill for an Ordinance to Levy General Property Taxes for the Year 2021 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2022 Budget Year

Department: Finance, Mary Lou Brown

Second Reading: November 15, 2021

D. ORDINANCE NO. 1.554 - First Reading

A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving the North Sidewalk on East Mainstreet, a Town Roadway, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with All Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations

Department: Engineering and Public Works, Chris Hudson

Second Reading: November 15, 2021

E. ORDINANCE NO. 1.551 – First Reading

A Bill for an Ordinance Vacating a Public Sidewalk Easement Agreement Conveyed to the Town of Parker by Parker Water and Sanitation District

Department: Engineering and Public Works, Chris Hudson

Second Reading: November 15, 2021

F. PINE DRIVE ANNEXATION

Department: Community Development, Stacey Nerger

Second Reading: November 15, 2021

1. ORDINANCE NO. 2.279 – First Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Pine Drive Property in Douglas County

2. *ORDINANCE NO. 3.241.2 – First Reading*
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Pine Drive Property to PF-Public Facilities District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

- G. *ORDINANCE NO. 9.342 – First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Douglas County School District and the Town of Parker Regarding an MS4 Participation Agreement
Department: Engineering and Public Works, Michael Grabczyk
Second Reading: November 15, 2021

- H. *ORDINANCE NO. 3.193.6 – First Reading*
A Bill for an Ordinance Amending the Parker Auto Plaza Development Guide Pursuant to the Town of Parker Land Development Ordinance
Department: Community Development, Julia Duncan
Second Reading: November 15, 2021

- I. *BUILDING CODE UPDATES*
Department: Community Development, Randy Sale
Second Reading: November 15, 2021
 1. *ORDINANCE NO. 4.85.5 - First Reading*
A Bill for an Ordinance to Amend Sections 11.05.020, 11.05.050, 11.05.060 and 11.05.080 of the Parker Municipal Code Concerning the Parker Electrical Code
 2. *ORDINANCE NO. 4.89.7 - First Reading*
A Bill for an Ordinance to Amend Sections 11.01.030, 11.01.060 and 11.01.080 of the Parker Municipal Code Concerning the Parker Administrative Code
 3. *ORDINANCE NO. 4.91.7 - First Reading*
A Bill for an Ordinance to Amend Sections 11.02.020, 11.02.050, 11.02.060 and 11.02.080 of the Parker Municipal Code Concerning the Parker Residential Code for One- and Two-Family Dwellings Building Code
 4. *ORDINANCE NO. 4.92.6 - First Reading*
A Bill for an Ordinance to Amend Sections 11.03.020, 11.03.050, 11.03.060 and 11.03.080 of the Parker Municipal Code Concerning the Parker Building Code
 5. *ORDINANCE NO. 4.93.6 - First Reading*
A Bill for an Ordinance to Amend Sections 11.04.020, 11.04.050, 11.04.060 and 11.04.080 of the Parker Municipal Code Concerning the Parker Fire Protection Code

6. *ORDINANCE NO. 4.94.5 - First Reading*
A Bill for an Ordinance to Amend Sections 11.06.020, 11.06.050, 11.06.060 and 11.06.080 of the Parker Municipal Code Concerning the Parker Mechanical Code
7. *ORDINANCE NO. 4.95.5 - First Reading*
A Bill for an Ordinance to Amend Sections 11.07.020, 11.07.050, 11.07.060 and 11.07.080 of the Parker Municipal Code Concerning the Parker Plumbing Code
8. *ORDINANCE NO. 4.96.5- First Reading*
A Bill for an Ordinance to Amend Sections 11.14.020, 11.14.050, 11.14.060 and 11.14.080 of the Parker Municipal Code Concerning the Parker Energy Code
9. *ORDINANCE NO. 4.97.5 - First Reading*
A Bill for an Ordinance to Amend Sections 11.15.020, 11.15.050, 11.15.060 and 11.15.080 of the Parker Municipal Code Concerning the Parker Fuel Gas Code
10. *ORDINANCE NO. 4.101.6 - First Reading*
A Bill for an Ordinance to Amend Sections 11.16.020, 11.16.050, 11.16.060 and 11.16.080 of the Parker Municipal Code Concerning the Parker Property Maintenance Code
11. *ORDINANCE NO. 4.105.3 - First Reading*
A Bill for an Ordinance to Amend Sections 11.08.020, 11.08.050, 11.08.060 and 11.08.080 of the Parker Municipal Code Concerning the Parker Existing Building Code
12. *ORDINANCE NO. 4.106.3 - First Reading*
A Bill for an Ordinance to Amend Sections 11.09.020, 11.09.050, 11.09.060 and 11.09.080 of the Parker Municipal Code Concerning the Parker Swimming Pool and Spa Code

J. CONTRACTS OVER \$100,000

1. *Professional Services Agreement - Give 5 Productions, Inc.*
Amount: Not to exceed \$130,000
Contractor: Give 5 Productions, Inc.
Department: Cultural, Carrie Glassburn
2. *Professional Services Agreement - Inspire Creative, d/b/a Inspire Theater Company*
Amount: Not to exceed \$130,000
Contractor: Inspire Creative, d/b/a Inspire Theater Company
Department: Cultural, Carrie Glassburn

3. 2021 Townwide Concrete Replacement Program (CIP21-006) Contract Modification
 Amount: \$1,257,509.31
 Contractor: Stone & Concrete, Inc.
 Department: Engineering and Public Works, Danny Smith

7. **PUBLIC HEARINGS**

ORDINANCE NO. 1.553 - First Reading

A Bill for an Ordinance to Adopt the 2022 Budget and to Make Appropriations for the Same

Department: Finance, Mary Lou Brown

Second Reading: November 15, 2021

8. **ORDINANCES**

A. OPIOID ITEMS

**Department: Town Attorney, Jim Maloney
 Town Attorney, Jamie Wynn**

1. ORDINANCE NO. 9.341 – Second 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**

2. RESOLUTION NO. 21-047

A Resolution to Approve the Subdivision Settlement Participation Form, Settlement Participation Form, and Colorado Subdivision Escrow Agreement, Concerning the Nationwide Opioid Settlement

B. ORDINANCE NO. 5.28.27 – Second 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

C. ORDINANCE NO. 5.28.28 – Second 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

- D. ORDINANCE NO. 5.28.29 – Second 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

9. RESOLUTIONS

A. ANTHOLOGY NORTH PROJECT

Department: Engineering and Public Works, Tom Williams

- 1. Fourth Amendment to Amended and Restated Stroh Ranch/Hess Annexation Agreement (Northern Property)**
- 2. RESOLUTION NO. 21-022.1**
A Resolution to Amend Resolution No. 19-023, Series of 2019, to Allow, Subject to the Satisfaction of Certain Conditions, a Partial Waiver to Defer Compliance with Certain Requirements of Sections 13.07.060 and 13.07.070 of the Parker Land Development Ordinance as Amended, Associated with the Processing of the Sketch and Preliminary Plan for Certain Segments of the Real Property Commonly Known as the Anthology North Property until those Segments are Ready for Development

B. TOWN OF PARKER POLICY MANUAL

Department: Town Administrator, Michelle Kivela

- 1. RESOLUTION NO. 21-051**
A Resolution to Adopt an Amended Town of Parker Policy Statement Number 1-12 Concerning the Council Liaison Policy
- 2. RESOLUTION NO. 21-052**
A Resolution to Amend Resolution No. 18-054, Series of 2018, Concerning the Town of Parker Policy Manual by the Adoption of a New Town of Parker Policy Statement Number 1-13 Concerning the Consent Agenda

C. GREATER PARKER FOUNDATION

- 1. RESOLUTION NO. 21-044**
A Resolution to Approve the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Greater Parker Foundation
Department: Town Attorney, Jim Maloney
- 2. RESOLUTION NO. 21-015**
A Resolution to Appoint the Board of Directors to the Greater Parker Foundation
Department: Town Attorney, Jim Maloney

10. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

11. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

November 1, 2021

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

1. Proposed Subdivision Settlement Participation Agreements/Memorandum of Understanding with the State of Colorado concerning the recent Opioid Settlement

“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).”

2. C.R.S. Section 31-12-106 concerning annexation of enclaves adjacent to Parker Road

3. Proposed Annexation Agreement School District Pine Drive Property

4. Section 13.03.030(f) of the Parker Municipal Code concerning the expiration of patio temporary use permits

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

5. Town Attorney Agreement

**TOWN OF PARKER COUNCIL
MINUTES
OCTOBER 25, 2021
CONTINUED FROM OCTOBER 18, 2021**

Mayor Jeff Toborg called the Town Council meeting to order at 7:00 p.m. All Councilmembers were present except Councilmember Laura Hefta.

Mayor Toborg led the Pledge of Allegiance.

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 - 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 November 1, 2021
Reading:*

- 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 November 1, 2021
Reading:*

- 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 November 1, 2021
Reading:*

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 November 1, 2021
Reading:

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, Carrie Glassburn

2. *Sasquatch Productions - The Wizard of Oz*

Amount: \$109,000.52
Contractor: Sasquatch Productions, Ltd
Department: Cultural, Carrie Glassburn

Joshua Rivero moved to approve Consent Agenda items 4A through 4G.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

TOWN ADMINISTRATOR

The Fall 2021 TA Report is available on the Town's website.

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

The High Plains Trail project is a regional partnership between the Town of Parker, Douglas County, Arapahoe County, and the City of Aurora to design, construct and maintain a one-mile trail gap. The project connects the Cherry Creek Trail to the High Plains Regional Trail at the Douglas/Arapahoe county line near Highway E-470 and East Cottonwood Drive.

The funding agreement approved by Council on June 7, 2021, between Arapahoe County and the Town of Parker requires a maintenance agreement to transfer the funds between the agencies. Ordinance No. 9.332, approves the maintenance agreement so that Arapahoe County can start the construction process for the project.

Public Comment: None.

Joshua Rivero moved to approve Ordinance 9.332 on second reading.

Cheryl Poage seconded the motion.

The motion was approved unanimously.

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

Department: Community Development, Jeremiah Fettig

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.

Public Comment: None.

Cheryl Poage moved to approve Resolution No 21-045.

Anne Barrington seconded the motion.

The motion was approved unanimously.

Joshua Rivero moved to adjourn the meeting at 7:28 p.m.

Cheryl Poage seconded the motion.

The motion was approved unanimously.

Chris Vanderpool, Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: November 1, 2021

Submitted By: Jennifer Campbell, Finance Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.547.2 - First Reading**
A Bill for an Ordinance to Adopt the 2021 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Jennifer Campbell
Second Reading: November 15, 2021

EXECUTIVE SUMMARY

This item is a revision to the 2021 annual budget. Details of the revision are listed as Exhibit A attached to the ordinance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Budget adjustments for the current year's budget are submitted to Council for consideration several times per year. Supplemental amendments consist of additional/new appropriation requests that were not anticipated at the time of budget development. Section 9.12 of the Parker Municipal Code provides the authority under which these adjustments may occur. For supplemental amendments, additional revenue or available cash is the source of funding.

FINANCIAL IMPACT

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ 19,654,392	\$ 6,103,992	\$ 13,550,400
Parks and Recreation Fund	484,960	-	484,960
Law Enforcement Assistance Fund	4,774	4,774	-
Cultural Fund	70,000	70,000	-
Capital Reserve Fund	11,618,762	10,000	11,608,762
Public Improvements	290,000	-	290,000

Fund			
Capital R&R Reserve	-	30,938,762	(30,938,762)
Fund			
Stormwater Fund	611,182	611,182	-
Facility Services Fund	-	100,000	(100,000)
Total all funds	\$ 32,734,070	\$ 37,838,710	\$ (5,104,640)

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.547.2

RECOMMENDED MOTION

I move to approve Ordinance No. 1.547.2 on first reading and schedule second reading for November 15, 2021, as part of the consent agenda.

ORDINANCE NO. 1.547.2, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2021 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that Town Council may make additional appropriations by ordinance during the fiscal year for unanticipated expenditures; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget revisions are open for inspection by the public at the Town Hall.

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

Section 1. The 2021 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Town of Parker
2021 Revised Budget Ordinance 1.547.2

1st Reading
 2nd Reading

November 1, 2021
 November 15, 2021

Exhibit A

	Revision	2021 Revised Budget
<u>General Fund</u>		
Beginning fund balance (unaudited)		\$ 38,735,423
Revenue		56,489,089
Revenue revision	6,103,992	6,103,992
Total revised revenue		62,593,081
Total available		101,328,504
Expenditures		66,647,013
Supplemental appropriation	19,654,392	
Total expenditure revision		19,654,392
Total revised expenditures		86,301,405
Ending fund balance		\$ 15,027,099
<u>Parks and Recreation Fund</u>		
Beginning fund balance (unaudited)		\$ 16,277,115
Revenue		10,278,657
Revenue revision	-	-
Total revised revenue		10,278,657
Total available		26,555,772
Expenditures		14,967,690
Supplemental appropriation	484,960	
Total expenditure revision		484,960
Total revised expenditures		15,452,650
Ending fund balance		\$ 11,103,122
<u>Law Enforcement Assistance Fund</u>		
Beginning fund balance (unaudited)		\$ 121,834
Revenue		84,000
Revenue revision	4,774	4,774
Total revised revenue		88,774
Total available		210,608
Expenditures		128,567
Supplemental appropriation	4,774	
Total expenditure revision		4,774
Total revised expenditures		133,341
Ending fund balance		\$ 77,267

Town of Parker**2021 Revised Budget Ordinance 1.547.2**

1st Reading

November 1, 2021

2nd Reading

November 15, 2021

Exhibit A

	Revision	2021 Revised Budget
<u>Cultural Fund</u>		
Beginning fund balance (unaudited)		\$ 1,130,110
Revenue		4,229,524
Revenue revision	70,000	70,000
Total revised revenue		4,299,524
Total available		5,429,634
Expenditures		4,891,277
Supplemental appropriation	70,000	
Total expenditure revisions		70,000
Total revised expenditures		4,961,277
Ending fund balance		\$ 468,357
<u>Capital Reserve Fund</u>		
Beginning fund balance (unaudited)		\$ 1,588,762
Revenue		10,020,000
Revenue revision	10,000	10,000
Total revised revenue		10,030,000
Total available		11,618,762
Expenditures		
Supplemental appropriation	11,618,762	
Total expenditure revisions		11,618,762
Total revised expenditures		11,618,762
Ending fund balance		\$ -
<u>Public Improvements Fund</u>		
Beginning fund balance (unaudited)		\$ 52,013,502
Revenue		9,953,140
Revenue revision	-	-
Total revised revenue		9,953,140
Total available		61,966,642
Expenditures		40,054,436
Supplemental appropriation	290,000	
Total expenditure revisions		290,000
Total revised expenditures		40,344,436
Ending fund balance		\$ 21,622,206

Town of Parker**2021 Revised Budget Ordinance 1.547.2**

1st Reading

November 1, 2021

2nd Reading

November 15, 2021

Exhibit A

	Revision	2021 Revised Budget
<u>Capital Renewal & Replacement Reserve Fund</u>		
Beginning fund balance (unaudited)		\$ -
Revenue		-
Revenue revision	30,938,762	30,938,762
Total revised revenue		30,938,762
Total available		30,938,762
Expenditures		-
Supplemental appropriation	-	-
Total expenditure revisions		-
Total revised expenditures		-
Ending fund balance		\$ 30,938,762
<u>Stormwater Utility Fund</u>		
Beginning fund balance (unaudited)		\$ 10,485,948
Revenue		11,269,389
Revenue revision	611,182	611,182
Total revised revenue		11,880,571
Total available		22,366,519
Expenditures		20,856,413
Supplemental appropriation	611,182	611,182
Total expenditure revisions		611,182
Total revised expenditures		21,467,595
Ending fund balance		\$ 898,924
<u>Facility Services Fund</u>		
Beginning fund balance (unaudited)		\$ 15,197
Revenue		1,090,300
Revenue revision	100,000	100,000
Total revised revenue		1,190,300
Total available		1,205,497
Expenditures		1,141,299
Supplemental appropriation	-	-
Total expenditure revisions		-
Total revised expenditures		1,141,299
Ending fund balance		\$ 64,198

Town of Parker**Exhibit A****Summary of Revisions to 2021 Budget Ordinance 1.547.2**

1st reading 11/01/2021

2nd reading 11/15/2021

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ 19,654,392	\$ 6,103,992	\$ 13,550,400
Parks and Recreation Fund	484,960	-	484,960
Law Enforcement Assistanc	4,774	4,774	-
Cultural Fund	70,000	70,000	-
Capital Reserve Fund	11,618,762	10,000	11,608,762
Public Improvements Fund	290,000	-	290,000
Capital R&R Reserve Fund	-	30,938,762	(30,938,762)
Stormwater Fund	611,182	611,182	-
Facility Services Fund	-	100,000	(100,000)
Total all funds	<u>\$ 32,734,070</u>	<u>\$ 37,838,710</u>	<u>\$ (5,104,640)</u>

Detail of Supplemental Revisions to 2021 Budget Ordinance 1.547.2

1st reading 11/01/2021

2nd reading 11/15/2021

Expenditures

General Fund

Transfer to the Capital Renewal & Replacement Reserve Fund	19,390,000
Transfer to the Facilities Fund	100,000
Seizure Fund- Conversion of Firearms	79,004
Seizure Fund- Ballistic Shields	24,988
Town Hall chiller project final payment	26,000
Town Administrator bonus	17,000
Town Attorney bonus	17,400
Total General Fund expenditure supplemental revision	\$19,654,392

Parks and Recreation Fund

Xcel trail corridor- Latigo Lane to Canterbury	484,960
Total Parks and Recreation Fund expenditure supplemental revision	\$484,960

Law Enforcement Assistance

Peace Officer Mental Health Grant	4,024
VOCA grant travel budget	750
Total Law Enforcement Assistance Fund expenditure supplemental revision	\$4,774

Cultural Fund

Replacement of the PACE sign	70,000
Total Cultural Fund expenditure supplemental revision	\$70,000

Capital Reserve Fund

Transfer balance to the Capital Renewal and Replacement Reserve Fund	11,548,762
Transfer to the Cultural fund for replacement of the PACE sign	70,000
Total Capital Reserve Fund expenditure supplemental revision	11,618,762

Public Improvements Fund

Chambers/Red Sky Traffic signal design	50,000
Parker Road Sidewalk - Design of Village Inn to Sulphur Gulch Trail	240,000
Total Public Improvements Fund expenditure supplemental revision	\$290,000

Stormwater Utility Fund

Lemon Gulch Improvement increase from developer to MHFD	611,182
Total Stormwater Utility Fund expenditure supplemental revision	\$611,182

Total expenditure supplemental revision	\$32,734,070
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Detail of Supplemental Revisions to 2021 Budget Ordinance 1.547.2

1st reading 11/01/2021

2nd reading 11/15/2021

Revenues

General Fund

Seizure fund revenue	103,992
Additional sales tax revenue	6,000,000
Total General Fund revenue supplemental revision	\$6,103,992

Law Enforcement Assistance Fund

Peace Officer Mental Health Grant	4,024
VOCA grant	750
Total Law Enforcement Assistance Fund revenue supplemental revision	\$4,774

Cultural Fund

Transfer from the Capital Reserve Fund	70,000
Total Cultural Fund revenue supplemental revision	\$70,000

Capital Reserve Fund

Increase interest revenue	10,000
Total Capital Reserve Fund revenue supplemental revision	\$10,000

Capital Renewal and Replacement Reserve Fund

Transfer from the General Fund	19,390,000
Transfer from the Capital Reserve Fund	11,548,762
Total Capital R&R Reserve Fund revenue supplemental revision	\$30,938,762

Stormwater Utility Fund

Lemon Gulch Improvement increase from developer to MHFD	611,182
Total Stormwater Utility Fund revenue supplemental revision	\$611,182

Facility Service Fund

Transfer from the General Fund	100,000
Total Facility Services Fund revenue supplemental revision	\$100,000

Total revenue supplemental revision	\$37,838,710
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Request for Town Council Action

Date: November 1, 2021

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.552 - First Reading**
A Bill for an Ordinance to Levy General Property Taxes for the Year 2021 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2022 Budget Year
Department: Finance, Mary Lou Brown
Second Reading: November 15, 2021

EXECUTIVE SUMMARY

The Town of Parker must certify a mill levy to Douglas County prior to December 15, 2021 in order to collect property taxes for the 2022 budget year.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The following is a comparison of the mill levy, assessed valuation and property tax revenue for this year (2021) and next year (2022). The amounts for 2022 are preliminary at this time.

2021 Budget Year

Assessed Valuation	\$936,222,119
Mill Levy	2.602
Property Tax Revenue	\$2,436,050

2022 Budget Year

Assessed Valuation	\$1,037,417,311
Mill Levy	2.602
Property Tax Revenue	\$2,699,360

The mill levy of 2.602 mills is the same as the prior year. The voters approved exemption of Town revenues from the TABOR amendment, so the restriction to an increase of the local growth factor plus inflation does not apply. The Town cannot increase the mill levy without a vote of the citizens; therefore, the mill levy will continue to remain 2.602 mills.

The owner of a home valued at \$300,000 would pay \$56 per year in property taxes to the Town

of Parker:

Market Value	\$300,000
x Assessment Ratio	7.15%
Assessment Value	\$21,450
x Mill Levy	2.602
Divided by 1,000	/1,000
Property Tax	\$56

FINANCIAL IMPACT

The General Fund includes the impact of property tax revenue.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.552

RECOMMENDED MOTION

I move to approve Ordinance No. 1.552 on first reading and to schedule second reading for November, 15, 2021, as part of the consent agenda.

ORDINANCE NO. 1.552, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO LEVY GENERAL PROPERTY TAXES FOR THE YEAR 2021 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF PARKER, COLORADO, FOR THE 2022 BUDGET YEAR

WHEREAS, the Town Council of the Town of Parker has adopted the annual budget in accordance with the Local Government Budget Law, on November 15, 2021;

WHEREAS, the amount of money necessary to balance the budget for general operating purposes is \$2,699,360;

WHEREAS, the 2021 valuation for assessment for the Town of Parker, as certified by the County Assessor, is \$1,037,417,311;

WHEREAS, pursuant to the provisions of Section 39-3-119.5, C.R.S., nonexempt personal property parcels shall be exempt from the levy and collection of property tax if the personal property would otherwise be listed on a single personal property schedule and the actual value of such personal property is seven thousand dollars (\$7,000.00) or less;

WHEREAS, pursuant to Paragraph 8(b) of Section 20 of Article X of the Colorado Constitution, each taxing district in Colorado may enact cumulative uniform exemptions and credits to reduce or end business personal property taxes;

WHEREAS, the personal property tax is a tax which is levied annually and is in addition to all applicable sales and use taxes collected when any personal property is first utilized in a business;

WHEREAS, the Town Council believes that increasing the exemption amount for personal property taxes on a temporary basis for the year 2021 would benefit the businesses in the Town of Parker, would not significantly impact the Town's budgets, and would not cause a reduction in services to taxpayers and residents of the Town of Parker; and

WHEREAS, the Town Council desires to establish a tax policy, which will remain in effect on a temporary basis for the year 2021, it being the explicit purpose and understanding of the Town Council that a return to the prior exemption limits under Section 39-3-119.5, C.R.S. is not a tax policy change or a new tax as contemplated by TABOR.

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

Section 1. For the purpose of meeting all general operating expenses of the Town of Parker during the 2021 budget year, there is hereby levied a tax of 2.602 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2021.

Section 2. The Finance Director is hereby authorized and directed to immediately certify to the County Commissioners of Douglas County, Colorado, the mill levies for the Town of Parker as hereinabove determined and set.

Section 3. The Town Council hereby establishes a temporary tax policy to increase the uniform exemption from taxation upon business personal property to cause the first hundred thousand dollars of actual value in business personal property listed on a single personal property schedule to be exempt from the levy and collection of personal property tax for the year 2021. This increased exemption amount shall apply to all parcels located in the Town of Parker and shall apply to those taxes levied by the Town of Parker. Town Council further directs that the Town Finance Department take whatever actions are necessary to implement this temporary policy, including any changes to the certification of mill levy filed annually with Douglas County.

Section 4. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 5. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 6. 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, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: November 1, 2021

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.554 - First Reading**
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving the North Sidewalk on East Mainstreet, a Town Roadway, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with All Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations
Department: Engineering and Public Works, Chris Hudson
Second November 15, 2021
Reading:

EXECUTIVE SUMMARY

This item is for an ordinance to provide notice of the Town's intent to acquire a needed permanent fee (right-of-way) area and a temporary construction easement area on the north side of Mainstreet for sidewalk improvements between the Victorian Drive (east) intersection and the PACE Center Drive intersection.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker is anticipating commencing construction of proposed sidewalk improvements on the north side of Mainstreet between the Victorian Drive (east) intersection and the PACE Center Drive intersection (Discovery Park area) in 2022/2023. Due to past capital improvement projects in the downtown area, an improved/widened sidewalk exists on the north side of Mainstreet to the west of the Victorian Drive (east) intersection and adjacent to the Town-owned property at/near the PACE Center Drive intersection (Discovery Park). In 2020, PAR/P3 funded the proposed improvements to widen the sidewalk and add pedestrian lighting plus street trees to the section of sidewalk on the north side of Mainstreet between the Victorian Drive (east) intersection and the PACE Center Drive intersection (Discovery Park area). The intent of this proposed capital improvement project is to eliminate this "gap" of narrow sidewalk that currently exists and match the existing sidewalk improvements in the

general area. While the existing sidewalk is 4.5-feet wide, the Town is proposing to move forward with a 12-foot wide sidewalk improvement that includes a 4-foot street tree (tree grate) area with pedestrian lighting and an 8-foot wide colored concrete sidewalk.

The Town's design consultant has advanced the project design and has identified a permanent acquisition area (fee conveyance or also known as right-of-way) and a temporary construction easement (TCE) for the proposed sidewalk improvements on the north side of Mainstreet adjacent to the Town and Country Village Townhomes site. The property in question is owned by the Town and County Village Homeowners Association and is a common area in the development. To support the proposed sidewalk improvements on the north side of Mainstreet, a permanent fee (right-of-way) acquisition of 5,051 square feet (0.116 acres) and a temporary construction easement acquisition of 8,632 square feet (0.198 acres) is needed. A vicinity map showing the areas is attached to this Town Council item.

Town staff and our consultant(s) will utilize good faith negotiations with the affected property owner and the property owner has been contacted about the project improvements. As with all Town acquisitions, the Town's staff are optimistic that the affected property owner will come to an agreement with the Town on conveyance of these needed areas. This ordinance authorizes Town staff and/or consultant(s) to initiate the acquisition of the needed fee (right-of-way) acquisition area and temporary construction easement area.

FINANCIAL IMPACT

Funding for the acquisition areas is part of the approved funding for the Mainstreet North Sidewalk improvements line item of the Urban Renewal Projects accounts (301-4652).

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Mainstreet North Sidewalk Parcels and Easements Vicinity Map
2. Ordinance No. 1.554

RECOMMENDED MOTION

I move to approve Ordinance No. 1.554 on first reading and to schedule second reading for November 15, 2021, as part of the consent agenda.

Proposed Mainstreet North Sidewalk Permanent Acquisition and Temporary Construction Easement Vicinity Map

Town & Country
Townhomes

Town
Owned
Property

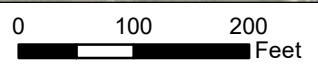
PAR
Owned
Property

Proposed Permanent
Acquisition by Town

Temporary Construction
Easement

PIKES PEAK AVE

PACE
Center



ORDINANCE NO. 1.554, Series of 2021

TITLE: A BILL FOR AN ORDINANCE STATING THE INTENT OF THE TOWN OF PARKER TO ACQUIRE CERTAIN PROPERTY INTERESTS FOR THE PURPOSE OF CONSTRUCTING AND IMPROVING THE NORTH SIDEWALK ON EAST MAINSTREET, A TOWN ROADWAY, THROUGH THE UTILIZATION OF THE TOWN'S POWER OF EMINENT DOMAIN, AND DIRECTING THE TOWN'S STAFF AND TOWN ATTORNEY TO NOTIFY ALL PERSONS AFFECTED THEREBY OF THE ABOVE-STATED INTENT OF THE TOWN, AND THEREAFTER TO COMPLY WITH ALL PERTINENT PROVISIONS OF C.R.S. § 38-1-101, ET SEQ., RELATING TO GOOD FAITH NEGOTIATIONS

WHEREAS, the Town of Parker, Colorado possesses the power of eminent domain pursuant to the provisions of Article XX, § 1 of the Colorado Constitution, Section 15.5 of the Town of Parker Home Rule Charter, C.R.S. § 38-1-101, *et seq.*, and C.R.S. § 38-6-101, *et seq.*;

WHEREAS, the Town of Parker wishes to acquire certain property interests including a fee acquisition as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and certain temporary construction easements as more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference, for the purpose of constructing and improving the North sidewalk on East Mainstreet, a Town roadway, as generally depicted on **Exhibit C**; and

WHEREAS, the Town Council of the Town of Parker wishes to comply with all applicable provisions of C.R.S. § 38-1-101, *et seq.*, including, but not limited to, the notice and negotiation requirements and provisions thereof.

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

Section 1. Notice is hereby given pursuant to C.R.S. § 38-1-121(1) that the Town of Parker, Colorado intends to acquire the property interests in fee simple as more particularly described in **Exhibit A**, and certain temporary construction easements as more particularly described in **Exhibit B** (collectively, the "Subject Properties").

Section 2. The acquisition of the Subject Properties serves a public purpose and is necessary and essential to the Town's ability to provide public streets, roadways, and associated sidewalks for the residents of the Town of Parker.

Section 3. The Town Attorney is hereby directed to provide a copy of this Ordinance to all persons who presently own or maintain an ownership interest in the Subject Properties notifying them of the intent of the Town of Parker to acquire such property through the use of the Town's power of eminent domain.

Section 4. The staff of the Town, together with the Town Attorney, and any and all persons retained or employed by the Town of Parker in the prosecution of this matter, are directed

to comply with all notice and good faith negotiation requirements set forth in C.R.S. § 38-1-101, *et seq.*, in the conduct of the within authorized eminent domain actions.

Section 5. In the prosecution of the within authorized eminent domain actions, the Town shall retain all rights and powers lawfully delegated to it by the Colorado Constitution, the Town of Parker Home Rule Charter, and C.R.S. § 38-1-101, *et seq.*

Section 6. Safety Clause. The Town Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two (2) public places two (2) days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 7. 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 8. 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, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION – PERMANENT ACQUISITION

A PARCEL OF LAND BEING A PORTION OF TRACT A, BLOCK 1, TOWN & COUNTRY VILLAGE SUBDIVISION FILING NO. 4 RECORDED AT RECEPTION NO. 309643 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT A;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT A, NORTH $10^{\circ}11'20''$ EAST, A DISTANCE OF 9.78 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH $79^{\circ}47'25''$ EAST, A DISTANCE OF 68.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 516.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $13^{\circ}08'32''$, AN ARC LENGTH OF 118.36 FEET;

THENCE NORTH $87^{\circ}04'03''$ EAST, A DISTANCE OF 266.44 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 986.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $01^{\circ}25'37''$, AN ARC LENGTH OF 24.56 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,977.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $01^{\circ}13'10''$, AN ARC LENGTH OF 42.08 FEET;

THENCE NORTH $75^{\circ}26'05''$ EAST, A DISTANCE OF 48.80 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT A;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH $00^{\circ}24'58''$ EAST, A DISTANCE OF 19.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT A;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT A THE FOLLOWING TWO (2) COURSES:

1. SOUTH $87^{\circ}05'33''$ WEST, A DISTANCE OF 450.50 FEET;

2. NORTH 79°48'30" WEST, A DISTANCE OF 119.27 FEET TO THE **POINT OF BEGINNING**;

CONTAINING AN AREA OF 0.116 ACRES, (5,051 SQUARE FEET), MORE OR LESS.

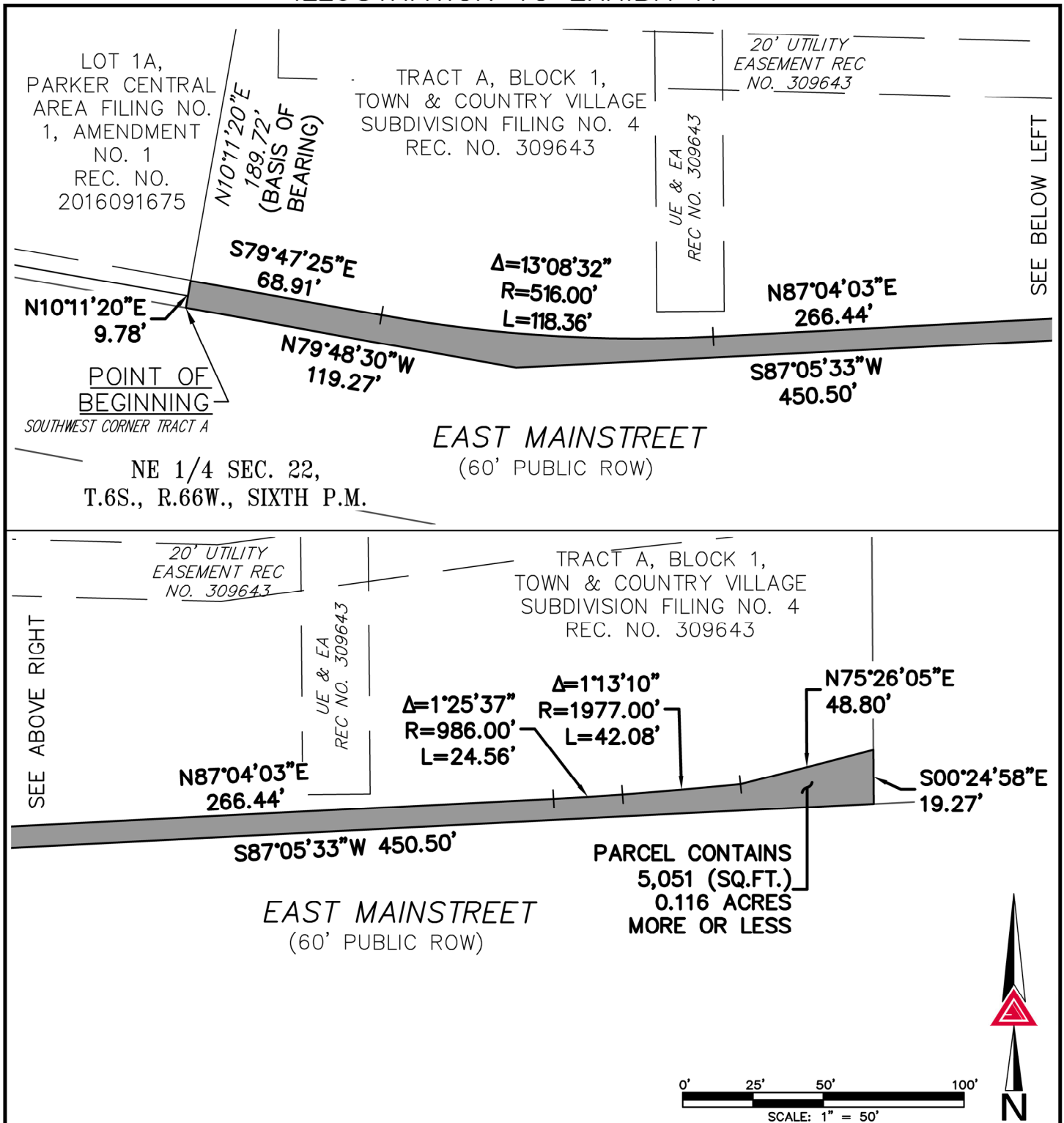
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



KARL D. SZYSZKOSKI, PLS 38691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1,
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q: 24921-05\DWG\EXHIBITS
 DWG NAME: PERM EASEMENT.DWG
 DWG: KDS CHK: JRW
 DATE: 10/05/2021
 SCALE: 1" = 50'



AZTEC
 CONSULTANTS, INC.

300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
www.aztecconsultants.com

PERMANENT ACQUISITION
NE 1/4 OF THE SEC. 22,
T6S, R66W OF THE 6TH P.M.

JOB NUMBER 24921-05

3 OF 3 SHEETS

EXHIBIT B

LEGAL DESCRIPTION – TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND BEING A PORTION OF TRACT A, BLOCK 1, TOWN & COUNTRY VILLAGE SUBDIVISION FILING NO. 4 RECORDED AT RECEPTION NO. 309643 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT A;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT A, NORTH 10°11'20" EAST, A DISTANCE OF 9.78 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY, NORTH 10°11'20" EAST, A DISTANCE OF 18.19 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 79°48'40" EAST, A DISTANCE OF 31.69 FEET;

THENCE SOUTH 00°32'20" EAST, A DISTANCE OF 12.98 FEET;

THENCE NORTH 89°27'40" EAST, A DISTANCE OF 41.91 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 3.52 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 3.33 FEET;

THENCE NORTH 89°27'40" EAST, A DISTANCE OF 52.74 FEET;

THENCE SOUTH 00°12'45" EAST, A DISTANCE OF 11.99 FEET;

THENCE NORTH 89°44'00" EAST, A DISTANCE OF 56.94 FEET;

THENCE NORTH 00°50'37" WEST, A DISTANCE OF 8.89 FEET;

THENCE NORTH 01°09'41" WEST, A DISTANCE OF 64.47 FEET;

THENCE NORTH 88°23'44" EAST, A DISTANCE OF 8.61 FEET;

THENCE SOUTH 00°14'07" WEST, A DISTANCE OF 21.30 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 34.01 FEET;
THENCE SOUTH 00°41'16" EAST, A DISTANCE OF 9.85 FEET;
THENCE NORTH 89°21'00" EAST, A DISTANCE OF 42.99 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 3.29 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 3.06 FEET;
THENCE NORTH 89°21'00" EAST, A DISTANCE OF 69.79 FEET;
THENCE SOUTH 00°45'18" EAST, A DISTANCE OF 4.01 FEET;
THENCE NORTH 89°23'41" EAST, A DISTANCE OF 57.08 FEET;
THENCE NORTH 00°19'05" WEST, A DISTANCE OF 17.59 FEET;
THENCE NORTH 89°43'15" EAST, A DISTANCE OF 45.79 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 3.45 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 3.35 FEET;
THENCE NORTH 89°43'15" EAST, A DISTANCE OF 58.27 FEET;
THENCE NORTH 00°37'55" WEST, A DISTANCE OF 14.42 FEET;
THENCE NORTH 89°35'02" EAST, A DISTANCE OF 38.25 FEET TO THE EASTERLY
BOUNDARY OF SAID TRACT A;
THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°24'58" EAST, A DISTANCE
OF 16.69 FEET;
THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 75°26'05" WEST, A
DISTANCE OF 48.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE
CONCAVE NORTHERLY HAVING A RADIUS OF 1,977.00 FEET, THE RADIUS POINT
OF SAID CURVE BEARS NORTH 05°34'44" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°13'10", AN ARC LENGTH OF 42.08 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 986.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°25'37", AN ARC LENGTH OF 24.56 FEET;

THENCE SOUTH 87°04'03" WEST, A DISTANCE OF 266.44 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 516.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°08'32", AN ARC LENGTH OF 118.36 FEET;

THENCE NORTH 79°47'25" WEST, A DISTANCE OF 68.91 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.198 ACRES, (8,632 SQUARE FEET), MORE OR LESS.

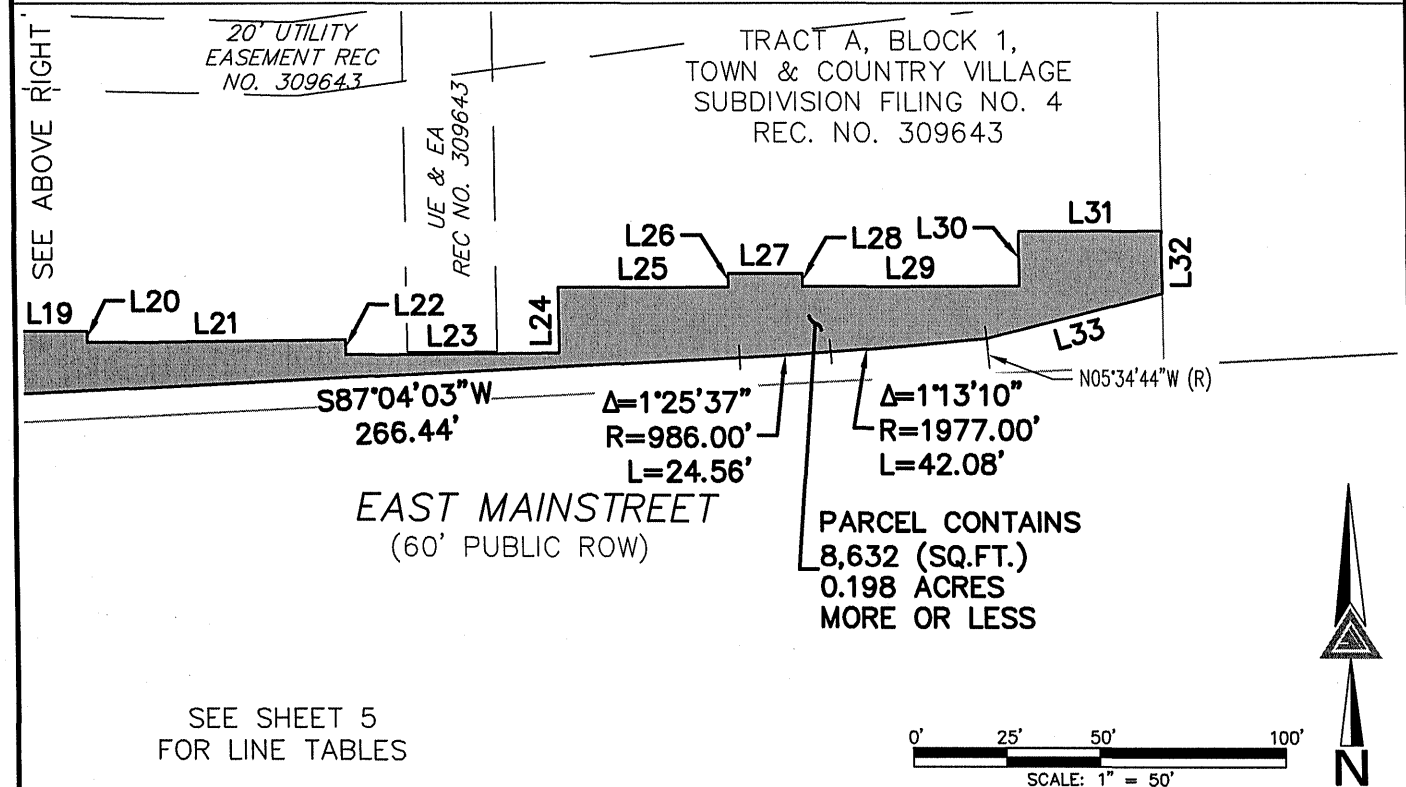
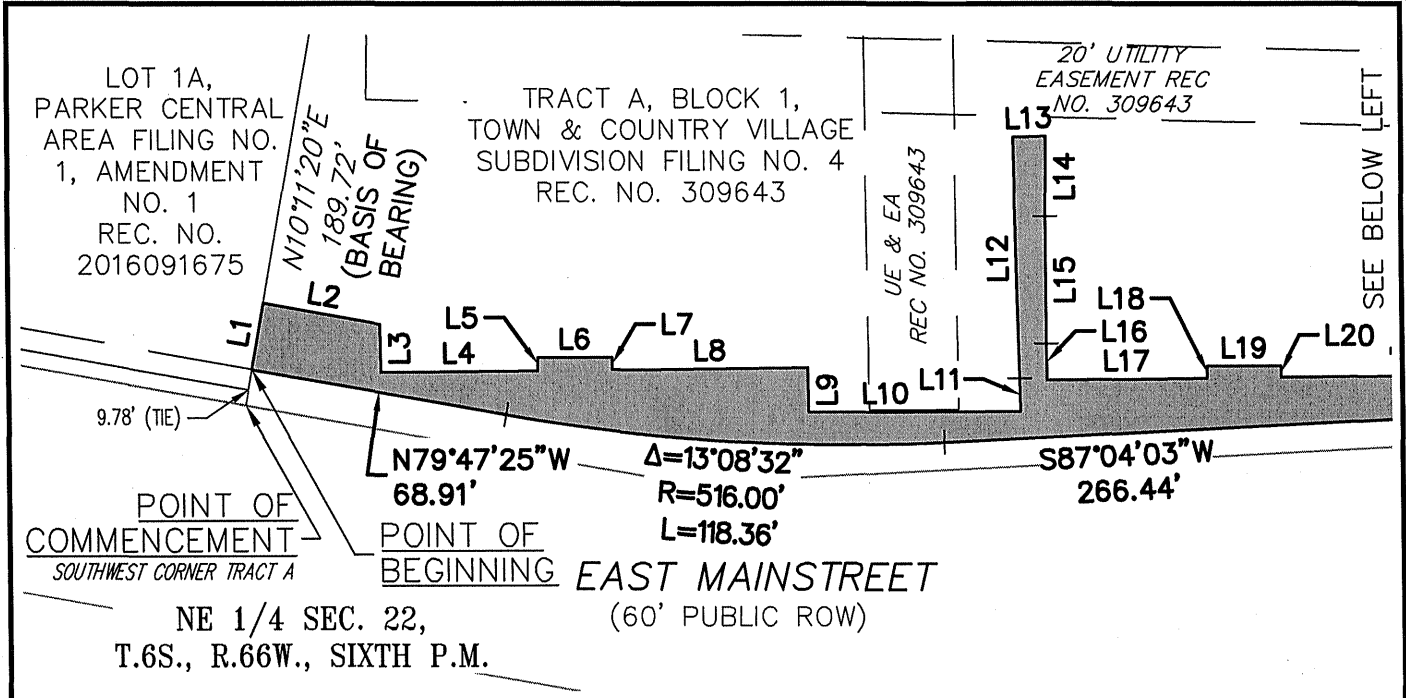
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



KARL D. SZYSZKOSKI, PLS 38691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1,
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT B



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q: 24921-05\DWG\EXHIBITS
DWG NAME: TEMP CONST EASE.DWG
DWG: KDS CHK: JRW
DATE: 10/05/2021
SCALE: 1" = 50'



AZTEC
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TEMPORARY CONSTRUCTION EASEMENT
NE 1/4 OF THE SEC. 22,
T6S, R66W OF THE 6TH P.M.
JOB NUMBER 24921-05 4 OF 5 SHEETS

ILLUSTRATION TO EXHIBIT B

LINE TABLE		
LINE	BEARING	LENGTH
L1	N10°11'20"E	18.19'
L2	S79°48'40"E	31.69'
L3	S00°32'20"E	12.98'
L4	N89°27'40"E	41.91'
L5	N00°00'00"E	3.52'
L6	N90°00'00"E	20.00'
L7	S00°00'00"E	3.33'
L8	N89°27'40"E	52.74'
L9	S00°12'45"E	11.99'
L10	N89°44'00"E	56.94'
L11	N00°50'37"W	8.89'
L12	N01°09'41"W	64.47'
L13	N88°23'44"E	8.61'
L14	S00°14'07"W	21.30'
L15	S00°00'00"E	34.01'
L16	S00°41'16"E	9.85'
L17	N89°21'00"E	42.99'

LINE TABLE		
LINE	BEARING	LENGTH
L18	N00°00'00"E	3.29'
L19	N90°00'00"E	20.00'
L20	S00°00'00"E	3.06'
L21	N89°21'00"E	69.79'
L22	S00°45'18"E	4.01'
L23	N89°23'41"E	57.08'
L24	N00°19'05"W	17.59'
L25	N89°43'15"E	45.79'
L26	N00°00'00"E	3.45'
L27	N90°00'00"E	20.00'
L28	S00°00'00"E	3.35'
L29	N89°43'15"E	58.27'
L30	N00°37'55"W	14.42'
L31	N89°35'02"E	38.25'
L32	S00°24'58"E	16.69'
L33	S75°26'05"W	48.80'

NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q: 24921-05\DWG\EXHIBITS
 DWG NAME: TEMP CONST EASE.DWG
 DWG: KDS CHK: JRW
 DATE: 10/05/2021
 SCALE: N/A



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TEMPORARY CONSTRUCTION EASEMENT
 NE 1/4 OF THE SEC. 22,
 T6S, R66W OF THE 6TH P.M.
 JOB NUMBER 24921-05

Exhibit C

Town & Country
Townhomes

Extent of Mainstreet
Sidewalk Improvements at
Town & Country Townhomes

PACE
Center



0 100 200 Feet



Request for Town Council Action

Date: November 1, 2021

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.551 – First Reading**
A Bill for an Ordinance Vacating a Public Sidewalk Easement Agreement Conveyed to the Town of Parker by Parker Water and Sanitation District
Department: Engineering and Public Works, Chris Hudson
Second Reading: November 15, 2021

EXECUTIVE SUMMARY

An ordinance to vacate an existing sidewalk easement at the PAR/P3 property at the northeast corner of Mainstreet and Victorian Drive (east).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2007, Parker Water & Sanitation District (PWSD) granted the Town of Parker a public sidewalk easement on their property at 19801 Mainstreet and this easement was accepted by the Town Council by a resolution. This property is located at the northeast corner of Mainstreet and Victorian Drive (east) and is now owned by PAR/P3. This roughly 10-foot deep permanent sidewalk easement was granted along the Mainstreet frontage for both planned sidewalk improvements to the adjacent intersection (completed in 2008) and contemplated future sidewalk improvements to the east (toward the Pine Drive intersection).

PAR/P3 funded sidewalk improvements between the Mainstreet/Victorian Drive (east) intersection and Discovery Park in 2020 and a design consultant has been engaged to advance the design of these proposed sidewalk improvements. In coordination with PAR/P3 staff, PAR/P3 would like to dedicate the needed right-of-way (fee) to the Town for the proposed sidewalk improvements. Due to this proposed dedication of right-of-way, the existing sidewalk easement is no longer needed and can be vacated. This proposed right-of-way dedication would occur by a subdivision exemption plat that would be handled after the vacation of the sidewalk easement with this sidewalk easement vacation being noted on the subdivision exemption plat. The subdivision exemption plat is currently being routed for referral comments and is tentatively scheduled for review at the December 13, 2021 Town Council meeting.

An ordinance is needed to approve this easement vacation.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vacate PWSD Sidewalk Easement at Mainstreet and Victorian Dr Vicinity Map
2. Ordinance No. 1.551

RECOMMENDED MOTION

I move to approve Ordinance No. 1.551 on first reading and to schedule second reading for November, 15, 2021, as part of the consent agenda.

Vacation of Public Sidewalk Easement
at Mainstreet and Victorian Drive
Vicinity Map

VICTORIAN DR

SUMMERSET W

VICTORIAN WAY

Town & Country
Townhomes

PAR Owned Property
(formerly PWSD)

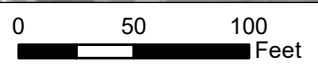
MAINSTREET

Vacate 2007 Sidewalk Easement
with Parker Water & San District

The
Schoolhouse

PINE DR

PIKES PEAK AVE



ORDINANCE NO. 1.551, Series of 2021

TITLE: A BILL FOR AN ORDINANCE VACATING A PUBLIC SIDEWALK EASEMENT AGREEMENT CONVEYED TO THE TOWN OF PARKER BY PARKER WATER AND SANITATION DISTRICT

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

Section 1. Pursuant to C.R.S. §43-2-303 and Chapter 10.12 of the Parker Municipal Code, the Town of Parker hereby vacates that Public Sidewalk Easement Agreement recorded at Reception No. 200705135 of the Douglas County Clerk and Recorder's Office, which is attached as **Exhibit 1** and incorporated by this reference. The Town further determines pursuant to Section 10.12.050 that, upon the effective date of said vacation, title shall vest to the Parker Authority for Reinvestment.

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, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

2007051355 06/28/2007 12:25:47
PGS 5 \$26.00 DF \$0.00 TD1000N
Electronically Recorded Official Records Douglas County CO
Jack Arrowsmith Clerk and Recorder

PUBLIC SIDEWALK EASEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT ("Easement Agreement") is dated as of the 5 day of MAY, 2007, by the Parker Water and Sanitation District ("Grantor"), a Colorado special district and political subdivision having an address at 19801 East Mainstreet, Parker, CO 80138, and the Town of Parker, Colorado ("Town") having an address of 20120 East Mainstreet, Parker, Colorado 80138.

WHEREAS, Town desires to acquire an easement for public sidewalk purposes upon that certain real property more particularly described and depicted in **Exhibit A** attached hereto ("Easement Property"); and

WHEREAS, Grantor is willing to convey such an easement to Town for the aforesaid purpose on the terms and conditions set forth herein below.

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) paid by Town to Grantor, the covenants of Town herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor does hereby convey the easement rights described as follows:

1. Conveyance of Easement. Grantor does hereby grant and convey unto Town, its successors, assigns, lessees, licensees, invitees and agents, a non-exclusive easement for public sidewalk purposes upon the surface of the Easement Property. Town shall have the rights of ingress and egress, consistent with this Easement Agreement, upon the Easement Property for the construction, re-construction, operation and maintenance of a public sidewalk. Subject to the other terms and conditions of this Easement Agreement, Town shall also have the right to remove impediments to operation and maintenance of the Easement Property. Town further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

2. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

3. Covenants of Town. Town hereby represents, covenants and warrants in favor of Grantor and its successors and assigns, as follows:

3.1 Town shall protect the Easement Property from damage caused in whole or in part by acts or omissions of Town, its employees, agents, contractors, subcontractors, assigns, lessees, licensee and agents.

3.2 In all activities undertaken on the Easement Property by Town or its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, all work shall be completed in good and workmanlike manner.

2007051355

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3.2 In all activities undertaken on the Easement Property by Town or its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, all work shall be completed in good and workmanlike manner.

3.3 Town shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), pollutants, or contaminants, as defined by CERCLA or hazardous waste as defined by the Resource, Conservation and Recovery Act (RCRA), including, but not limited to asbestos, and/or urea, formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Property or any other lands owned by Grantor. Any hazardous, toxic or flammable substances used by Town, its employees, agents, contractors, subcontractors, successors, assigns or lessees, shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

4. Retained Rights. Grantor shall have all rights to the Easement Property not conveyed hereby.

5. Abandonment. The easement herein conveyed shall revert to the owners of the Easement Property one year after abandonment and non-use of the Easement Property for sidewalk purposes by Town or its successors or assigns.

6. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof.

7. Miscellaneous.

7.1 Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

7.2 This Easement Agreement constitutes all of the agreements, understandings, and promises between the parties hereto with respect to the subject matter hereof.

7.3 This Easement Agreement shall be of no force and effect until this Easement Agreement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement by their respective duly authorized officers as of the date and year first above written.

GRANTOR:

By: _____

Frank Jaeger
Frank Jaeger, District Manager

STATE OF COLORADO

COUNTY OF

Douglas

)
) ss.
)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 25 day of May, 2007, by Frank Jaeger as the District Manager of Parker Water & Sanitation District.

My commission expires: 11-02-2008



Maleia S. Good

Notary Public

TOWN OF PARKER

[Signature]

David Casiano, Mayor

ATTEST:

[Signature]
Carol Baumgartner, Town Clerk

Property Description
Parcel 12

A portion of a parcel of land described in Book 1238 at Page 409 recorded in the Douglas County Clerk and Recorder's Office on December 22, 1994, lying in Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

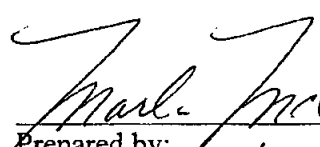
COMMENCING at the Northeast Corner of said Section 22, (a found 3 1/4" Aluminum Cap stamped "AZTEC CONSULTANTS INC. T6S R66W 22 23 LS 17666");
WHENCE the East Quarter Corner of said Section 22 (a found 3 1/4" Aluminum Cap stamped "T6S R66W 1/4 S22 S23 1998 LS 13155") bears S00°25'12"E (Basis of Bearing-assumed) a distance of 2648.52 feet;
THENCE S35°58'30"W a distance of 1846.73 feet to the westerly line of said parcel of land described in Book 1238 at Page 409, being the POINT OF BEGINNING;

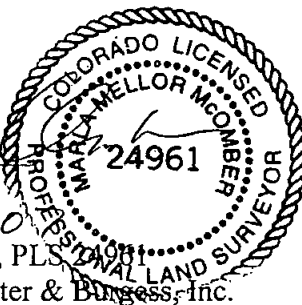
THENCE S79°48'46"E along a line 10.00 feet northerly of and parallel with the northerly right-of-way line of East Main Street a distance of 219.01 feet;

THENCE along the easterly, southerly and westerly lines of said parcel of land described in Book 1238 at Page 409 the following three (3) courses:

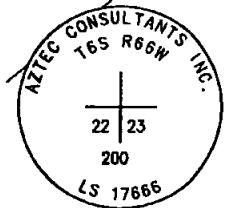
- 1) S10°11'14"W a distance of 9.93 feet;
- 2) THENCE N79°48'46"W a distance of 219.01 feet;
- 3) THENCE N10°11'14"E a distance of 9.93 feet to the POINT OF BEGINNING.

Containing 2174 square feet, (0.050 Acres), more or less.


Prepared by: _____
Date: 2/21/2007
Marla Mellor McOmber, PLS 24961
For and on behalf of Carter & Burgess, Inc.



Point of Commencement
NE Cor. Sec. 22, T6S, R66W, 6th P.M.
Fnd. 3 1/4" Alum. Cap



(Basis of Bearing - assumed)
S 00°25'12"E 2648.52'

Parcel 12
2174 Sq.Ft.
(0.050 Ac.)±

Bk 1238 Pg 409

Point of Beginning

N 10°11'14" E
9.93'

N'y right-of-way

S 35°58'30" W 1846.73'

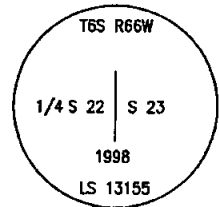
S 79°48'46" E

219.01'

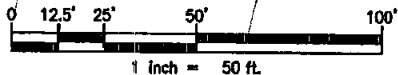
219.01'

E. MAIN ST

S 10°11'14" W
9.93'



E1/4 Cor. Sec. 22 T6S,
R66W, 6th P.M.
Fnd. 3 1/4" Alum. Cap



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

CARTER & BURGESS PROJECT NO. 072303

CLIENT PROJECT NO.

REVISION DESCRIPTION

DRAWN jsk DATE 02/20/07 SCALE 1"=50'

Carter-Burgess

707 17th Street Denver, CO 80202

(303) 820-5240 Fax (303) 820-4842

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY CARTER & BURGESS, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF CARTER & BURGESS SHALL BE AT THE SOLE RISK OF THE USER.

EAST MAIN STREET, PARKER
Township 6 South, Range 66 West, 6th P.M.
Douglas County, Colorado

TITLE:

Permanent Easement
Parcel 12

REVISION:

0

DRAWING NO.

Parcel12.dwg

SHEET NO.

1 of 1



Request for Town Council Action

Date: November 1, 2021

Submitted By: Stacey Nerger, Senior Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **PINE DRIVE ANNEXATION**
Department: Community Development, Stacey Nerger
Second Reading: November 15, 2021

EXECUTIVE SUMMARY

The applicant, Douglas County School District, proposes to annex and zone a 1.95 acre property located at the intersection of Pine Drive and Hills Drive in Douglas County into the Town of Parker. The subject property is proposed to be zoned PF-Public Facilities to permit school use.

On October 4, 2021, the Town Council approved Resolution No. 21-042 that determined the subject property is eligible for annexation into the Town and set the public hearing date for consideration of the annexation ordinance on November 15, 2021.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Douglas County School District (DCSD) property is located at the intersection of Pine Drive and Hills Drive. The subject property is approximately 1.95 acres in size and is currently undeveloped. DCSD proposes to annex the property into the Town to assemble this relatively small property with a larger 17-acre property to the south for the development of a project called the Innovation Campus containing a new alternative education high school and continuing technical education school.

The applicant proposes to concurrently annex and zone the subject property as required by the Land Development Ordinance and Town Charter. The property is proposed to be zoned PF-Public Facilities to permit school use. The current zoning for the property is A-1 Agricultural One within unincorporated Douglas County. The proposed PF-Public Facilities zoning is consistent with the goals and strategies of the Parker 2035 Master Plan for the following reasons:

- It will help ensure adequate school sites and needed facilities for the Douglas County School District as the Town continues to grow; and

- It will include public and private partnerships to develop additional educational opportunities within the Town

The DCSD property that is proposed for annexation is located within the Town's Planning Area, is identified in the 2020 Three-Mile Area Plan and is recommended for future annexation in the Parker 2035 Master Plan. Staff's review of the submitted Annexation Map indicates that the subject property satisfies the contiguity requirement of the Municipal Annexation Act of 1965 pursuant to C.R.S. § 31-12-104(a).

The Planning Commission will hold a public hearing and make a recommendation to the Town Council for the proposed zoning on November 4, 2021.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

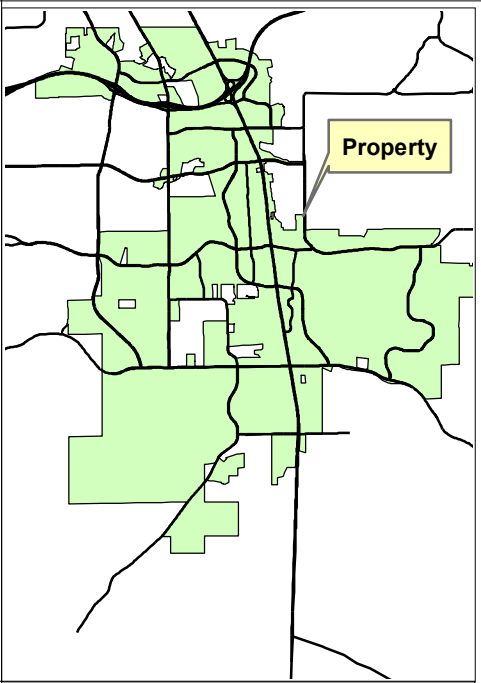
1. VicinityMap
2. DCSD Annexation Plat
3. DCSD Zoning Map 2
4. DCSD Zoning Map 1
5. Ordinance No. 2.279
6. Ordinance No. 3.241.2

RECOMMENDED MOTION

1. I move to approve Ordinance No. 2.279 on first reading and to schedule second reading for November 15, 2021, as part of the consent agenda.
2. I move to approve Ordinance No. 3.241.2 on first reading and to schedule second reading for November 15, 2021, as part of the consent agenda.

DCSD Pine Drive Property Annexation, Zoning and Minor Development Plat

Annexation, Zoning and Minor Development Plat
Case No.ANX21-004, Z21-005 and SUB21-037



Legend

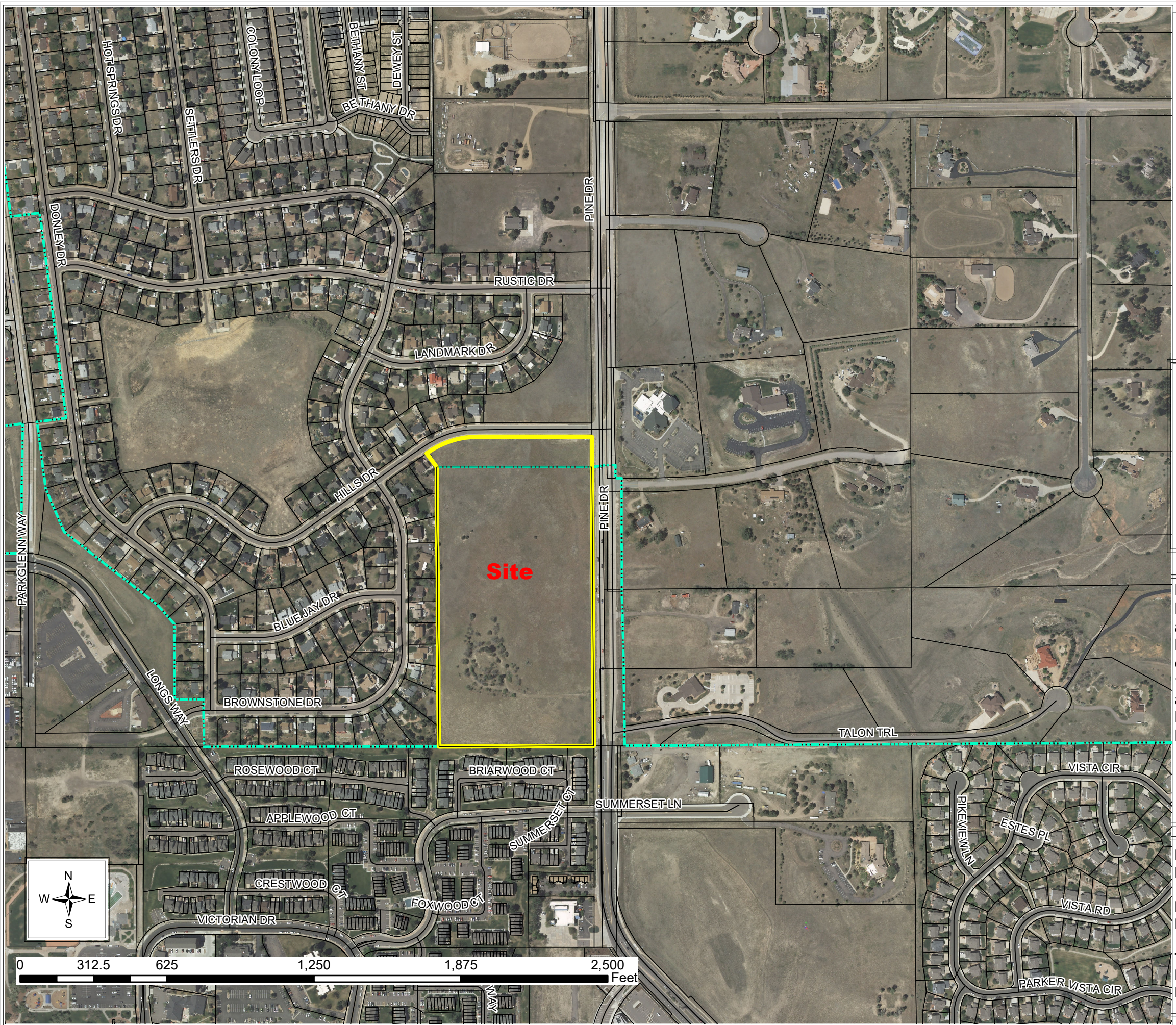
- Site
- Roads

Narrative:
Proposed annexation of approximately 1.95 acres from Dougals County into the Town of Parker. Proposed Zoning of 1.95 acres plus the existng 17 acres to PF- Public Facilities. Proposed Minor Developmetn Plat to create 1 lot and 2 tracts.

Planner: Stacey Nerger
Hearing Schedules:

Planning Commission:
November 5, 2021

Town Council:
November 1, 2021 (1st Reading)
November 15, 2021 (2nd Reading)



LOCATED IN THE SE 1/4 OF THE SE 1/4, SECTION 15, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO



 ADJACENT TOWN OF PARKER -
 (SEE CONTIGUITY CALCULATIONS)
 ANNEXATION AREA LIMITS
 ADJACENT LOT LINE
 SECTION LINE
 RIGHT-OF-WAY (ROW) LINE
 EASEMENT LINE

 MONUMENT FOUND AS NOTED

 SECTION CORNER FOUND AS NOTED

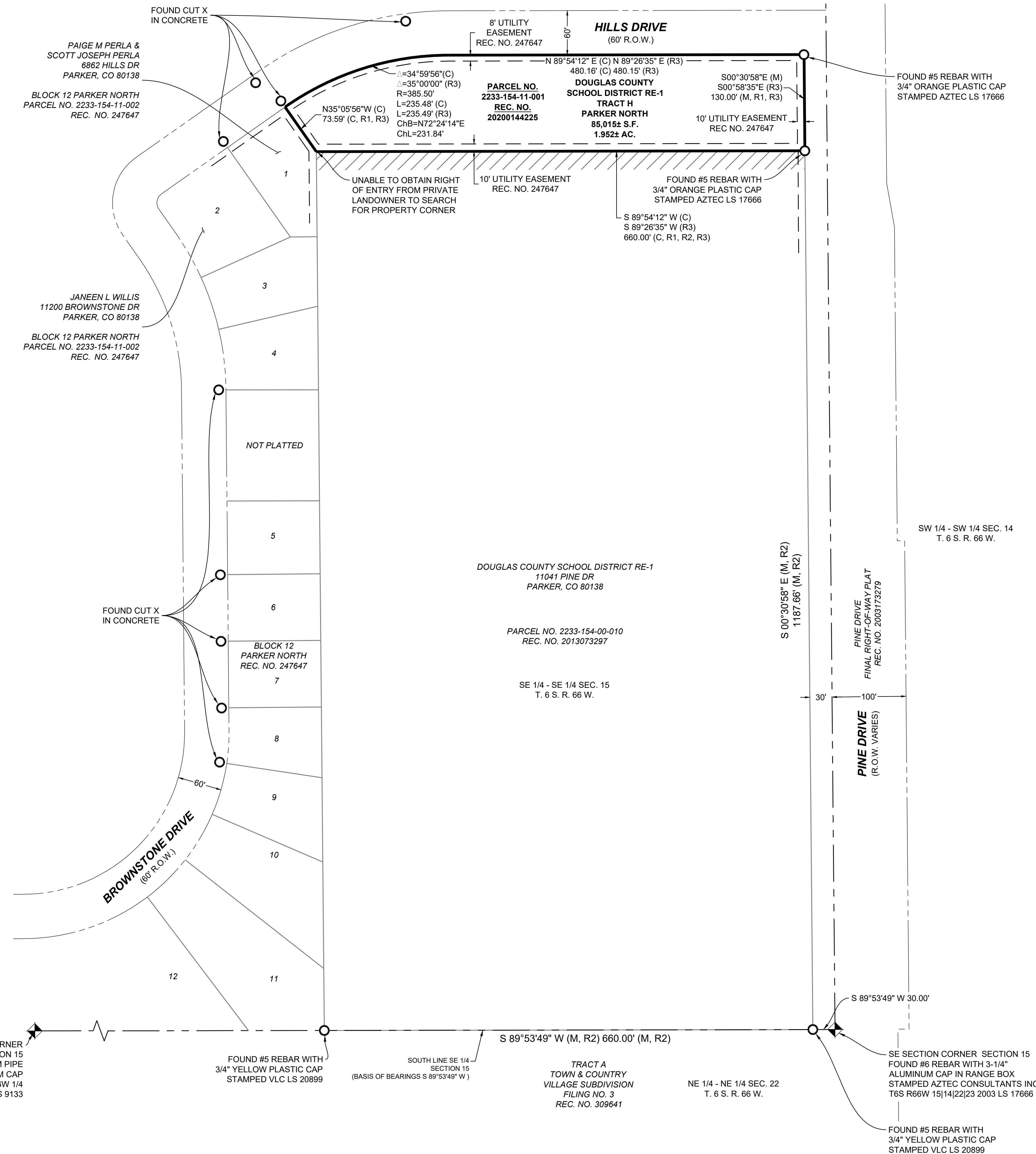
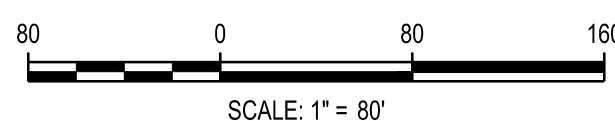
 M MEASURED
 R1 RECORDED, REFERENCE DOCUMENT #1
 R2 RECORDED, REFERENCE DOCUMENT #2
 R3 RECORDED, REFERENCE DOCUMENT #3
 C CALCULATED

TOTAL AREA = 85,015 S.F. / 1.952 ACRES ±
TOTAL PERIMETER (CALCULATED) = 1,579.24'
CONTIGUOUS PERIMETER = 660.01'
1/6 TOTAL PERIMETER = 263.21'

R1) RECEPTION NO. 2020014225 RECORDED ON
FEBRUARY 28, 2020 IN THE DOUGLAS COUNTY CLERK
AND RECORDERS OFFICE.

R2) RECEPTION NO. 2009075183 RECORDED ON
SEPTEMBER 25, 2009 IN THE DOUGLAS COUNTY
CLERK AND RECORDERS OFFICE.

R3) RECEPTION NO. 247647 RECORDED ON DECEMBER 26
1979 IN THE DOUGLAS COUNTY CLERK AND
RECORDERS OFFICE.



A PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 2020014225 RECORDED ON FEBRUARY 28, 2020 IN THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE. BEING PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT H, PARKER NORTH SUBDIVISION, RECEPTION NO. 247647, CLERK AND RECORDERS OFFICE, COUNTY OF DOUGLAS,
STATE OF COLORADO

CONTAINING A CALCULATED AREA OF 85,015 SQUARE FEET OR 1.952 ACRES, MORE OR LESS.

1. THE LINEAR UNITS OF MEASURE USED IN THIS SURVEY ARE U.S. SURVEY FEET. THE UNITED STATES SURVEY FOOT IS DEFINED AS EXACTLY 1200 / 3937 METERS..
2. THE BASIS OF BEARINGS USED IN THIS SURVEY ARE BASED ON THE SOUTH LINE OF OF THE SE 1/4 OF SECTION 15. THE MONUMENT AT EACH END OF THE LINE ARE DESCRIBED ON THE DRAWING. THE BEARING OF THE LINE WAS DETERMINED BY VRS GNSS OBSERVATIONS AND COLORADO CENTRAL ZONE (502) STATE PLANE COORDINATE PROJECTION. THE GRID BEARING OF THE LINE IS S89° 53' 49"W.
3. A CERTIFICATE IS DEFINED AS A STATEMENT REPRESENTING THE SURVEYING SERVICES ADDRESSED BY THE LAND SURVEYOR IN RESPONSIBLE CHARGE OF THE WORK. IT IS BASED ON THE LAND SURVEYOR'S KNOWLEDGE AND BELIEF. IT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
4. THIS SURVEY AND CERTIFICATE ARE ONLY VALID WHEN THE ORIGINAL SEAL AND SIGNATURE OF SURVEYOR IS DISPLAYED. THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION.
5. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
6. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF HCL ENGINEERING & SURVEYING LLC.
7. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HCL ENGINEERING & SURVEYING LLC TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT-OF-WAY AND TITLE REPORT.

THIS ANNEXATION MAP WAS ACCEPTED BY THE PARKER TOWN COUNCIL ON THE _____ DAY OF _____, 20____

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

STATE OF COLORADO)
)SS
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20____ A.D.,
AT _____ A.M. / P.M., AND WAS RECORDED AT RECEPTION NUMBER _____.

COUNTY CLERK AND RECORDER

I, JULIAN SISNEROS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED UNDER MY DIRECT SUPERVISION; THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP ACCURATELY DELINEATES THE PARCEL OF LAND TO BE ANNEXED TO THE TOWN OF PARKER, COLORADO; AND THAT AT LEAST ONE SIXTH (1/6) OF THE BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

JULIAN SISNEROS P.L.S.
COLORADO REG. NO. 38355 FOR AND ON BEHALF OF
HCL ENGINEERING AND SURVEYING, LLC

NOTICE: ACCORDING TO STATE LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.



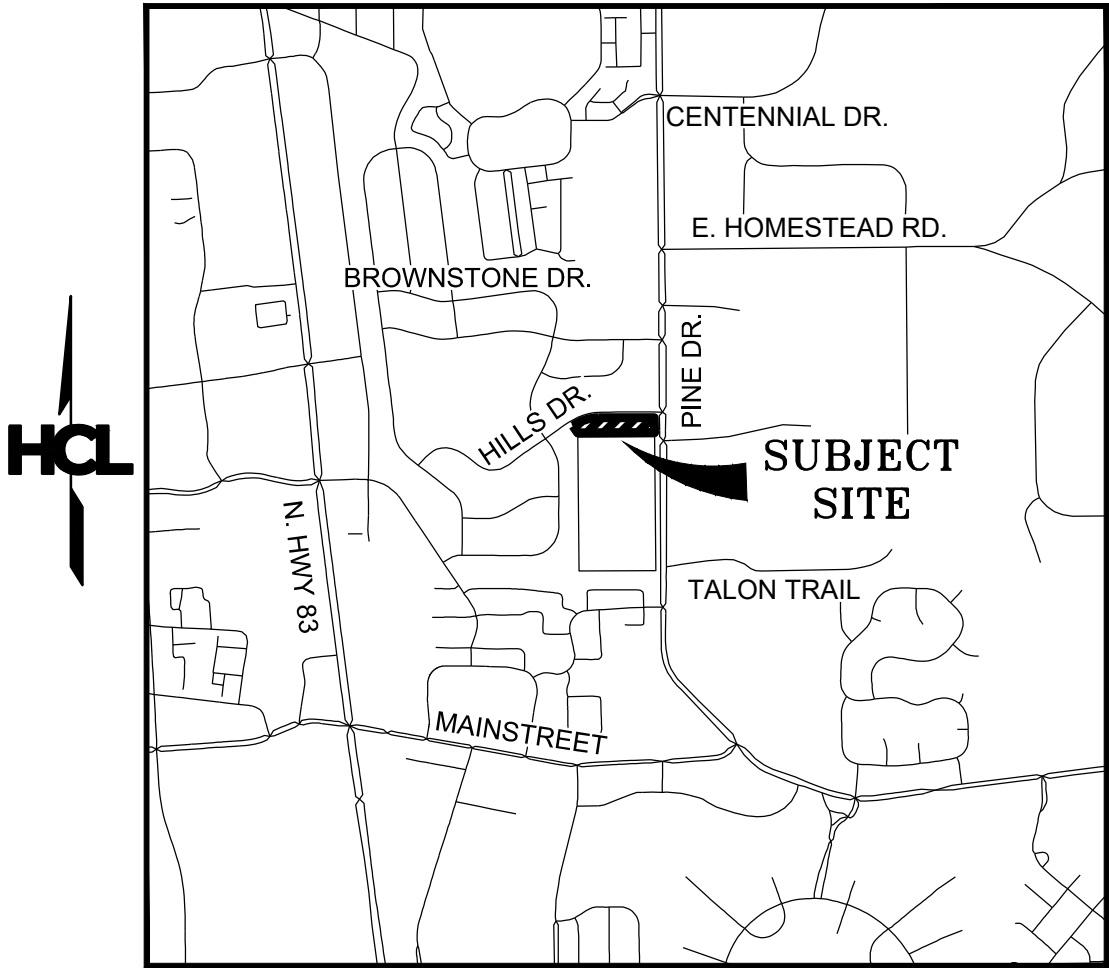
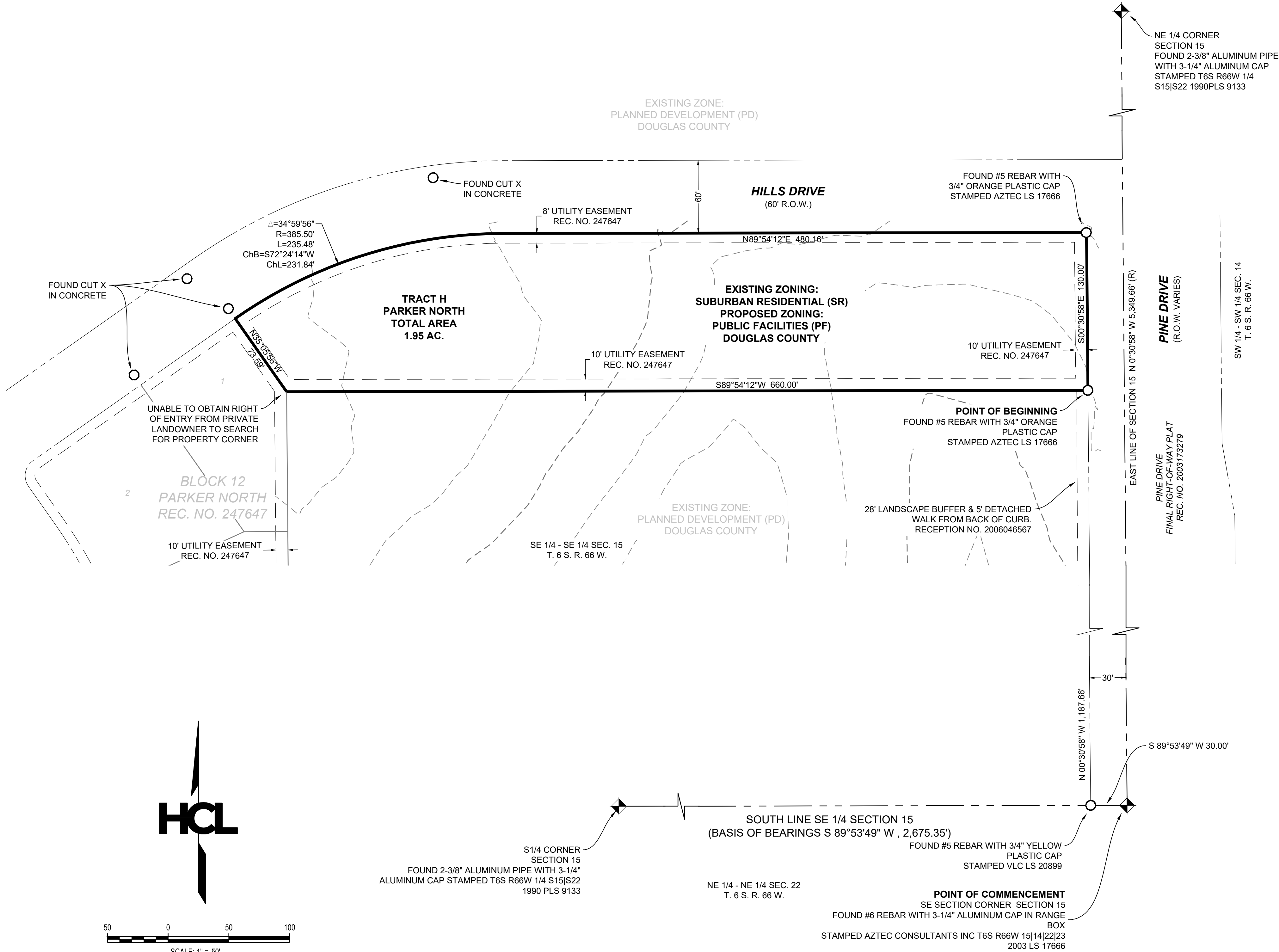
HCL ENGINEERING & SURVEYING, L.L.C.
5600 S. QUEBEC ST., STE. 205B
GREENWOOD VILLAGE, CO 80111
PHONE: 303.773.1605
FAX: 303.773.3297
WWW.HCLENGINEERING.COM

PINE DRIVE PROPERTY NO. 2
SE 1/4 OF THE SE 1/4 OF SECTION 15,
TOWNSHIP 6 SOUTH, RANGE 66 WEST,
6TH PRINCIPAL MERIDIAN

JOB NUMBER: 190023	DRAWN BY: DKD
DATE: 06/03/2021	CHECKED BY: AE
SHEET NUMBER: 1 OF 1 SHEET	

DCSD TRACT H PARKER NORTH SITE ZONING MAP

LOCATED IN THE SE 1/4 OF THE SE 1/4, SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



VICINITY MAP
NOT TO SCALE

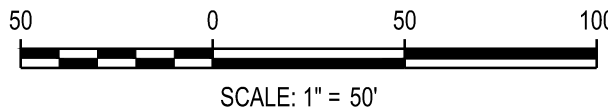
LEGAL DESCRIPTION

TRACT H OF PARKER NORTH AS RECORDED AT RECEPTION NO. 247647, DOUGLAS COUNTY CLERK AND RECORDERS OFFICE, STATE OF COLORADO

CONTAINING AN AREA OF 1.95 ACRES, MORE OR LESS.

GENERAL NOTES

1. THE LINEAR UNITS OF MEASURE USED IN THIS SURVEY ARE U.S. SURVEY FEET. THE UNITED STATES SURVEY FOOT IS DEFINED AS EXACTLY 1200 / 3937 METERS.
2. THE BASIS OF BEARINGS USED IN THIS SURVEY ARE BASED ON THE SOUTH LINE OF THE SE 1/4 OF SECTION 15. THE MONUMENT AT EACH END OF THE LINE ARE DESCRIBED ON THE DRAWING. THE BEARING OF THE LINE WAS DETERMINED BY VRS GNSS OBSERVATIONS AND COLORADO CENTRAL ZONE (502) STATE PLANE COORDINATE PROJECTION. THE GRID BEARING OF THE LINE IS S89° 53' 49"W.
3. A CERTIFICATE IS DEFINED AS A STATEMENT REPRESENTING THE SURVEYING SERVICES ADDRESSED BY THE LAND SURVEYOR IN RESPONSIBLE CHARGE OF THE WORK. IT IS BASED ON THE LAND SURVEYOR'S KNOWLEDGE AND BELIEF. IT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
4. THIS SURVEY AND CERTIFICATE ARE ONLY VALID WHEN THE ORIGINAL SEAL AND SIGNATURE OF SURVEYOR IS DISPLAYED. THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION.
5. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
6. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF HCL ENGINEERING & SURVEYING LLC.
7. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HCL ENGINEERING & SURVEYING LLC TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT-OF-WAY AND TITLE REPORT.



LEGEND

- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- SUBJECT LOT LINE
- ADJACENT LOT LINE
- SECTION LINE
- RIGHT-OF-WAY (R.O.W.) LINE
- EASEMENT LINE
- MONUMENT FOUND AS NOTED
- SECTION CORNER FOUND AS NOTED
- R RECORD

ZONING SUMMARY TABLE	
EXISTING ZONING	SUBURBAN RESIDENTIAL (SR)
PROPOSED ZONING	PUBLIC FACILITIES (PF)



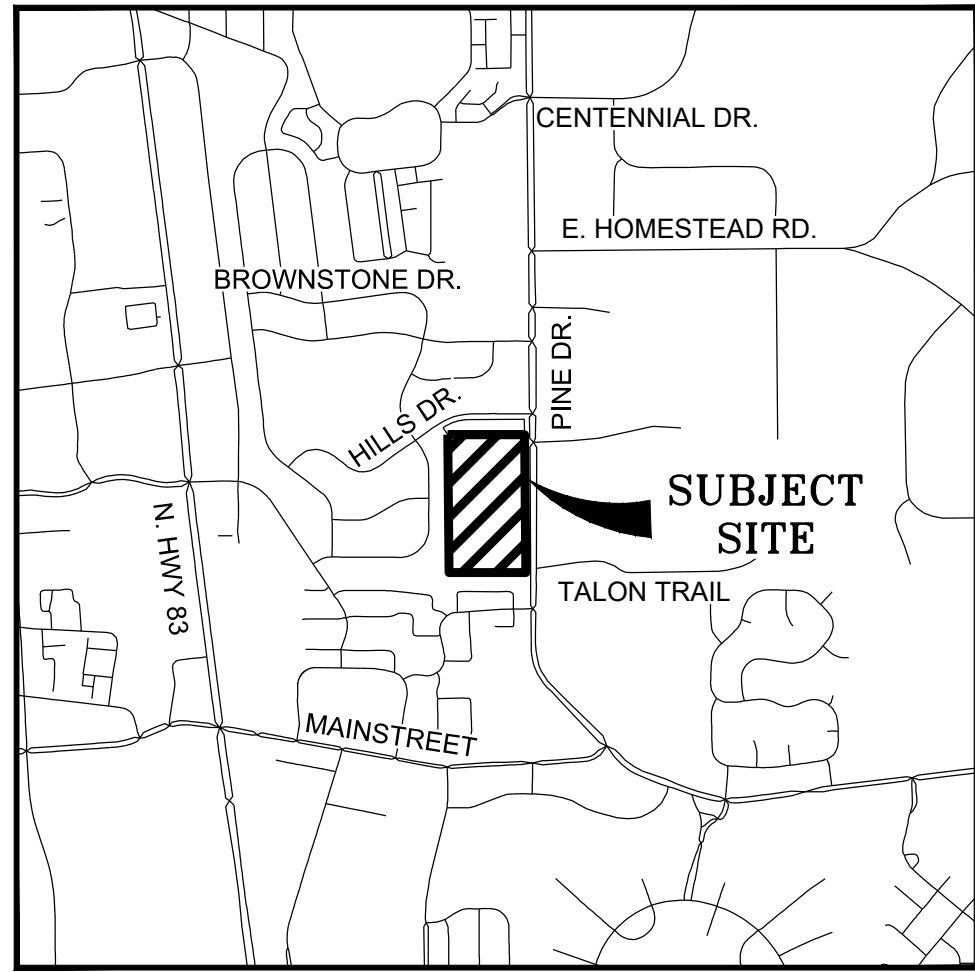
HCL ENGINEERING & SURVEYING, L.L.C.
5600 S. QUEBEC ST., STE. 205B
GREENWOOD VILLAGE, CO 80111
PHONE: 303.773.1605
FAX: 303.773.3297
WWW.HCLENGINEERING.COM

DCSD TRACT H PARKER NORTH
SITE ZONING MAP
SE 1/4 OF THE SE 1/4 OF SECTION 15,
TOWNSHIP 6 SOUTH, RANGE 66 WEST,
6TH PRINCIPAL MERIDIAN

JOB NUMBER: 190023
DATE: 08/27/2021
SHEET NUMBER: 1 OF 1

DCSD PINE DRIVE SITE ZONING MAP

LOCATED IN THE SE 1/4 OF THE SE 1/4, SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



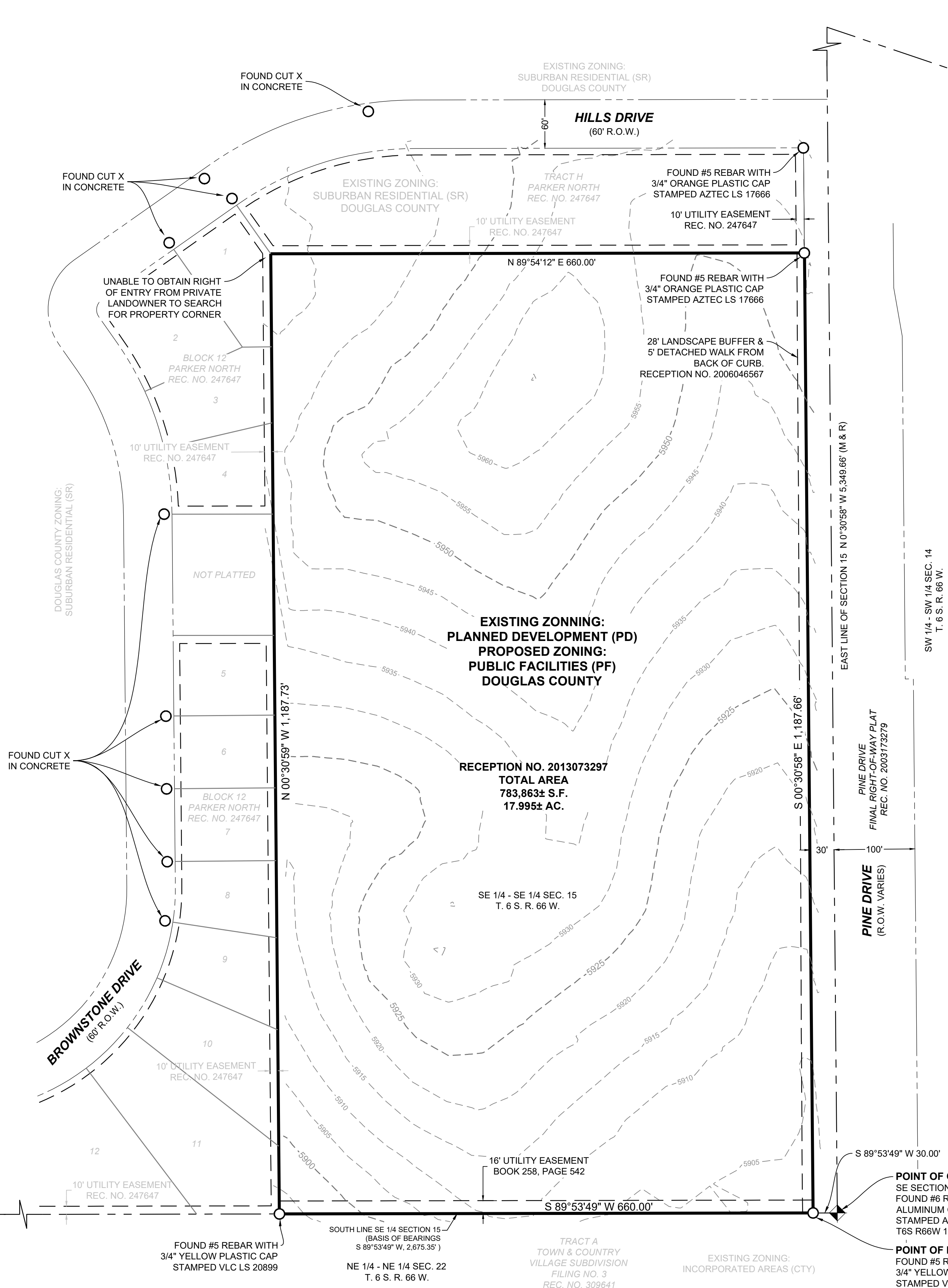
VICINITY MAP
NOT TO SCALE

HCL

80 0 80 160
SCALE: 1" = 80'

LEGEND

- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- SUBJECT LOT LINE
- ADJACENT LOT LINE
- SECTION LINE
- RIGHT-OF-WAY (R.O.W.) LINE
- EASEMENT LINE
- MONUMENT FOUND AS NOTED
- SECTION CORNER FOUND AS NOTED
- R RECORD
- M MEASURED



LEGAL DESCRIPTION

A PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 2013073297 RECORDED ON SEPTEMBER 3, 2013, DOUGLAS COUNTY CLERK AND RECORDERS OFFICE, STATE OF COLORADO, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15 WHEN THE NORTHEAST CORNER OF SAID SECTION 15 BEARS N00°30'58"W, A DISTANCE OF 5,349.66'; THENCE S89°53'49"W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°53'49"W, ALONG SAID SOUTH LINE, A DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 12 OF PARKER NORTH AS RECORDED AT RECEPTION NO. 247647; THENCE N00°30'59"W, ALONG THE EAST LINE OF SAID BLOCK 12, A DISTANCE OF 1,187.73 FEET TO THE SOUTHWEST CORNER OF TRACT H OF SAID PARKER NORTH; THENCE N89°54'12"E, ALONG THE SOUTH LINE OF SAID TRACT H, A DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT H, BEING ON THE WEST RIGHT OF WAY LINE OF PINE DRIVE; THENCE S00°30'58"E, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1,187.66 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 783.863 SQUARE FEET OR 17.995 ACRES, MORE OR LESS.

GENERAL NOTES

- THE LINEAR UNITS OF MEASURE USED IN THIS SURVEY ARE U.S. SURVEY FEET. THE UNITED STATES SURVEY FOOT IS DEFINED AS EXACTLY 1200 / 3937 METERS.
- THE BASIS OF BEARINGS USED IN THIS SURVEY ARE BASED ON THE SOUTH LINE OF THE SE 1/4 OF SECTION 15. THE MONUMENT AT EACH END OF THE LINE ARE DESCRIBED ON THE DRAWING. THE BEARING OF THE LINE WAS DETERMINED BY VRS GNSS OBSERVATIONS AND COLORADO CENTRAL ZONE (502) STATE PLANE COORDINATE PROJECTION. THE GRID BEARING OF THE LINE IS S89° 53' 49"W.
- A CERTIFICATE IS DEFINED AS A STATEMENT REPRESENTING THE SURVEYING SERVICES ADDRESSED BY THE LAND SURVEYOR IN RESPONSIBLE CHARGE OF THE WORK. IT IS BASED ON THE LAND SURVEYOR'S KNOWLEDGE AND BELIEF. IT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
- THIS SURVEY AND CERTIFICATE ARE ONLY VALID WHEN THE ORIGINAL SEAL AND SIGNATURE OF SURVEYOR IS DISPLAYED. THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF HCL ENGINEERING & SURVEYING LLC.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HCL ENGINEERING & SURVEYING LLC TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT-OF-WAY AND TITLE REPORT.

ZONING SUMMARY TABLE

EXISTING ZONING	PLANNED DEVELOPMENT (PD)
PROPOSED ZONING	PUBLIC FACILITIES (PF)

POINT OF COMMENCEMENT
SE SECTION CORNER SECTION 15
FOUND #6 REBAR WITH 3-1/4"
ALUMINUM CAP IN RANGE BOX
STAMPED AZTEC CONSULTANTS INC
T6S R66W 1514122123 2003 LS 17666

POINT OF BEGINNING
FOUND #5 REBAR WITH
3/4" YELLOW PLASTIC CAP
STAMPED VLC LS 20899

HCL
ENGINEERS • SURVEYORS • ARCHITECTS

HCL ENGINEERING & SURVEYING, L.L.C.
5600 S. QUEBEC ST., STE. 205B
GREENWOOD VILLAGE, CO 80111
PHONE: 303.773.1605
FAX: 303.773.3297
WWW.HCLENGINEERING.COM

DCSD PINE DRIVE SITE ZONING MAP
SE 1/4 OF THE SE 1/4 OF SECTION 15,
TOWNSHIP 6 SOUTH, RANGE 66 WEST,
6TH PRINCIPAL MERIDIAN

JOB NUMBER: 190023 DRAWN BY: AHE
DATE: 08/27/2021 CHECKED BY: AW
SHEET NUMBER: 1 OF 1

ORDINANCE NO. 2.279, Series of 2021

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

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Town Council of the Town of Parker, Colorado, written petition(s) for annexation to and by the Town of Parker, Colorado, of that property described in attached **Exhibit 1** (the “Property”), being contiguous unincorporated territory situated, lying, and being in the County of Douglas, State of Colorado;

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing, as required by law, to determine the eligibility for annexation of the Property; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of the Property, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

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

Section 1. The annexation by and to the Town of Parker, State of Colorado, of the Property, situated, lying, and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved.

Section 2. More than fifty percent (50%) of the owner(s) of more than fifty percent (50%) of the Property have petitioned for annexation.

Section 3. Rezoning of the Property shall be completed simultaneously with the annexation of the Property, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker (the “Charter”).

Section 4. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Municipal Laws of the State of Colorado pertaining to cities and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker, except general taxation, which shall be effective on and after January 1 of the next succeeding year following the passage of this Annexation Ordinance.

Section 5. The Town Council hereby approves the Amended and Restated Pine Drive Property Annexation Agreement that is attached hereto as **Exhibit 2**, and incorporated by this reference, and authorizes the execution of the Annexation Agreement by the Mayor and Town Clerk.

Section 6. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Property, the Property is hereby annexed to the Town of Parker, Colorado.

Section 7. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map for the Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 9. 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 10. This Annexation Ordinance shall become effective ten (10) days after the publication date of this Annexation Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description

TRACT H OF PARKER NORTH AS RECORDED AT RECEPTION NO. 247647, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO.

CONTAINING AN AREA OF 1.95 ACRES, MORE OR LESS.

EXHIBIT 2

AMENDED AND RESTATED PINE DRIVE PROPERTY ANNEXATION AGREEMENT

THIS AMENDED AND RESTATED PINE DRIVE PROPERTY ANNEXATION AGREEMENT (the "Agreement") is voluntarily made and entered into this _____ day of _____, 2021, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "Town"), the Parker Water and Sanitation District (hereinafter referred to as the "District") (only as to Paragraph 3), and Douglas County School District RE-1, its successors and assigns (hereinafter referred to as the "Property Owner").

RECITALS:

A. The Property Owner is the owner of certain real property situated in the Town of Parker, Colorado, which is described in **Exhibit A**, attached hereto and made a part hereof (the "**Parcel 1**") and zoned PD-Planned Development District under the Parker Land Development Ordinance.

B. The Property Owner is also the owner of certain real property situated in unincorporated Douglas County, State of Colorado, which is described in **Exhibit B**, attached hereto and made a part hereof (the "**Parcel 2**") and zoned SR-Suburban Residential in Douglas County.

C. **Parcel 1** is subject to the "Pine Drive Property Annexation Agreement," dated May 15, 2006, and recorded at Reception No. 2006046564 of the Douglas County Clerk and Records Office (the "Original Annexation Agreement").

D. Pine Drive II, LLC, the predecessor-in-interest to the Property Owner, entered into the Original Annexation Agreement "in reliance upon the Town's concurrent adoption of an ordinance ... zoning [Parcel 1] PD-Planned Development ... (the "Original Zoning").

E. The Original Zoning limited the use of **Parcel 1** to single family detached residential and the Original Annexation Agreement contained terms and conditions to address the impacts of residential development including opens space, trails, parks, deficit reduction fees and school mitigation fees.

F. The Property Owner desires that the Town annex Parcel 2 and zone both Parcel 1 and Parcel 2 (collectively referred to as the "**Property**"), PF-Public Facilities District under the Parker Land Development Ordinance.

G. The Property Owner further desires to amend and restate the Original Annexation Agreement to remove the terms and conditions that address the impacts of residential development.

H. Concurrently with its petition for annexation of **Parcel 2**, the Property Owner has filed with the District a petition for inclusion of the Property.

I. The Town wishes to annex **Parcel 2** into the Town and shall consider the zoning application for the Property upon the condition that **Parcel 1** and **Parcel 2** are subject to this

Agreement and this Agreement is approved by the Town and is executed by the Town, the District and the Property Owner.

J. Section 110(2) of the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, authorizes the Town to impose terms and conditions upon the annexation of the Property, which terms and conditions are set forth in their entirety herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (only as to Paragraph 3) and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

a. Conditions Precedent. Annexation of **Parcel 2** shall not become effective, and neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. or this Agreement, until each of the following conditions have been satisfied (it being acknowledged that the Town shall cause recordation of the requisite documents to effect annexation of the Property upon satisfaction of the conditions precedent):

i. The Property Owner and the Town have mutually executed and delivered this Agreement.

ii. Parcel 2 has been fully included within the boundaries of the District by virtue of an Order of Inclusion having been signed by the Douglas County District Court and recorded in the real estate records of Douglas County, Colorado (the "**Records**").

iii. The District signs this Agreement.

b. Failure of Conditions. Until the conditions precedent set forth in Subparagraph 1.a have been satisfied, this document shall constitute an offer by the Property Owner and the Town to enter into this Agreement (notwithstanding the parties' mutual execution and delivery of this document), and the annexation of the Property to the Town shall not become effective. In such case, neither the Property Owner nor the Town shall record or cause to be recorded this Agreement or the items described in § 31-12-113(2)(a)(II)(A), C.R.S.

(c) Satisfaction of Conditions; Recording; Release of Original Annexation Agreement. On and after the Effective Date (as defined below), and without regard to the date upon which recording occurs as contemplated below, this Agreement shall be legally effective and binding on the Property Owner and the Town, shall supersede and replace in its entirety the Original Annexation Agreement with respect to **Parcel 1**, and the Original Annexation Agreement shall be null, void and of no further force and effect with respect to **Parcel 1**. Promptly following satisfaction of the Conditions Precedent, the Town shall cause

this Agreement to be recorded in the real property records of the Douglas County Clerk and Recorder's Office in accordance with Paragraph 22.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Land Development Code, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District, including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development.

a. The Property Owner hereby consents to zoning the Property to PF-Public Facilities, pursuant to the Town of Parker Land Development Ordinance that is adopted by Ordinance No. 3.241.2, contemporaneously with this Agreement.

b. Town Fees. The Property Owner hereby agrees to pay the Town the actual cost, plus fifteen percent (15%), to defray the administrative and review expenses of the Town, and for engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which cost shall be determined by the Town Planning Director. In addition, the Property Owner shall reimburse the Town for the actual cost of making corrections or additions to the official Town Map, with a fee for recording such map, if necessary, and accompanying documents with the County Clerk and Recorder. The Property Owner further agrees to pay all building fees, use taxes, impact fees and excise taxes as established by Town ordinance at the time this Agreement is executed and such additional fees and taxes as may be in effect at the time of development of the Property (as evidenced by plat approval), except as specifically provided by this Agreement. The Town may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay Town fees and taxes as provided herein. All fees recited in this Agreement shall be subject to amendment by the Town Council by ordinance so long as any amendment is Town wide. Any amendment to the fees shall be incorporated into this Agreement as if originally set forth herein.

5. Open Space. The Property Owner acknowledges and agrees that the Town, as a condition to annexation, requires an open space dedication for any residential development. The Town acknowledges and agrees that if the Property is zoned in the manner described in Paragraph 4 of this Agreement, which does not include any residential uses, then the Property Owner will have no obligation to dedicate Open Space. The Property Owner acknowledges and agrees that the Town may require the dedication of Open Space as a condition to any change in the zoning initiated by the Property Owner, which results in any residential uses on the Property.

6. Deficit Reduction Fee. The Property Owner acknowledges and agrees that the Town, as a condition to annexation, requires a “Deficit Reduction Fee” to the Town to off-set the impact to the Town’s General Fund as a result of annexation. The Town acknowledges and agrees that if the Property is zoned in the manner described in Paragraph 4 of this Agreement, then the financial impact to the Town will be financially neutral, and the Property Owner will not have to pay a Deficit Reduction Fee. The Property Owner further acknowledges and agrees that the Town may impose a deficit reduction fee as a condition to any change in the zoning initiated by the Property Owner, which results in any residential uses on the Property, based upon the method used by the Town for calculating the “Deficit Reduction Fee” at the time such change in zoning is initiated by the Property Owner, as described herein.

7. Construction of Roads. The Property Owner shall design and construct, at its sole expense, the following road improvements, in accordance with Town standards, except as otherwise provided in this Paragraph.

a. Pine Drive.

i. The Property Owner shall design and construct an 8-foot detached sidewalk on the west side of Pine Drive adjacent to the Property (the "Sidewalk Improvement"). The Sidewalk Improvement shall be designed and constructed according to the Town of Parker Roadway Design and Construction Criteria Manual, prior to the issuance of any certificates of occupancy for the Property, temporary or otherwise.

ii. The Property Owner shall design and construct the median improvements to Pine Lane adjacent to the Property, according to Town standards, prior to issuance of any certificates of occupancy for the Property, temporary or otherwise.

iii. The Property Owner shall pay to the Town Fifty Thousand Dollars (\$50,000.00), which constitutes the Property Owner's share of a traffic signal at the intersection of Pine Drive and Hills Drive, prior to the issuance of any certificates of occupancy for the Property, temporary or otherwise.

iv. The Property Owner shall design and construct all necessary auxiliary lanes for Pine Drive, as determined in the Town-approved Traffic Study for the Property, and in accordance with Town standards, prior to the issuance of any certificates of occupancy for the Property.

b. Hills Drive. The Property Owner shall design and construct Hills Drive on the west side of Pine Drive with a new alignment, as approved by the Town, which alignment will intersect with Pine Drive directly opposite Parker Hills Court on the east side of Pine Drive, prior to the issuance of the first certificate of occupancy, temporary or otherwise, for the Property. Hills Drive shall be constructed according to the Town of Parker Design and Roadway Criteria Manual, as amended, as a Residential Collector directly west of the intersection with Pine Drive and shall taper to match the existing section west of the project entry for the Property. The Property Owner shall remove existing Hills Drive and

revegetate the land as permitted by the Town of Parker Storm Drainage and Environmental Criteria Manual, prior to the issuance of any certificates of occupancy for the Property, temporary or otherwise.

8. Land Dedication. The Property Owner shall either dedicate by plat or convey to the Town, by special warranty deed, free and clear of all liens and encumbrances, the following real property:

a. Pine Drive. Sufficient portions of the Property in fee simple absolute, including any slope, drainage and construction easements, as determined by the Town, to construct the sidewalks and any necessary auxiliary lanes for Pine Drive, as described in Paragraph 9 of this Agreement, at the time of the first final plat for the Property or upon thirty (30) days' written notice of the Town to the Property Owner, whichever occurs first.

b. Hills Drive. Sufficient portions of the Property in fee simple absolute, including any slope, drainage and construction easements, as determined by the Town, to construct Hills Drive as a residential collector at the time of the first final plat for the Property.

9. Permitted Development. The Property Owner shall develop the Property in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal laws and regulations. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by the Town ordinances and regulations.

10. Property Owner. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the Town's concurrent adoption of an ordinance annexing the Property into the Town, adoption of an ordinance zoning the Property PF-Public Facilities as provided in paragraph 4.a. of the Agreement. Performance of the Property Owner's obligations hereunder is expressly conditioned upon the Town's adoption of the ordinance described in paragraph 4.a. If the Town fails to adopt the ordinance described in paragraph 4.a., then the petition for annexation will be deemed withdrawn and the annexation process will be terminated.

11. Waiver of Prior Vested Rights. The Property Owner waives any prior vested property rights acquired in Douglas County so long as the Property remains annexed into the Town.

12. Remedies. The Property Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include, but are not limited to, the following:

a. The refusal to issue any building permit or certificate of occupancy.

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.

c. A demand that the security given for the completion of the public improvements be paid or honored.

d. Any other remedy available at law.

13. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

14. Termination. If the zoning, as set forth above, is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever, and any monies paid will be reimbursed to the Property Owner.

15. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

16. Recordation of Agreement. When the annexation ordinance and zoning ordinance, as described in this Agreement, have been adopted by the Town, this Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, and shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

17. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing and zoning the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinance annexing and zoning the Property.

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

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

20. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to

the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

To the Town: Town Administrator/Town Attorney
Town of Parker
20120 East Mainstreet
Parker, Colorado 80134

To the Property Owner: Douglas County School District RE-1
Attn: Board of Directors, Board of Education
620 Wilcox St.
Castle Rock, Colorado 80104

With a copy to: Douglas County School District RE-1, General Counsel
Attn: Mary Klimesh, Esq.
620 Wilcox St.
Castle Rock, Colorado 80104

21. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of the satisfaction of the conditions precedent described in Paragraph 1(a) of this Agreement.

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

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

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

**PROPERTY OWNER: DOUGLAS
COUNTY SCHOOL DISTRICT RE-1**

By: _____

[Please print name/title on line.↑]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of Douglas County School District RE-1.

My commission expires: _____

(S E A L)

Notary Public

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

**PARKER WATER AND SANITATION
DISTRICT**
(AS TO PARAGRAPH 3)

By: _____
Ron R. Redd, P.E., District Manager

ATTEST:

Maleia Good, Executive Coordinator

EXHIBIT A

Legal Description of Parcel 1

A PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 2013073297 RECORDED ON SEPTEMBER 3, 2013, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15 WHENCE THE NORTHEAST CORNER OF SAID SECTION 15 BEARS N00°30'58"W, A DISTANCE OF 5,349.66 FEET; THENCE S89°53'49"W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°53'49"W, ALONG SAID SOUTH LINE, A DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 12 OF PARKER NORTH AS RECORDED AT RECEPTION NO. 247647; THENCE N00°30'59"W, ALONG THE EAST LINE OF SAID BLOCK 12, A DISTANCE OF 1,187.73 FEET TO THE SOUTHWEST CORNER OF TRACT H OF SAID PARKER NORTH; THENCE N89°54'12"E, ALONG THE SOUTH LINE OF SAID TRACT H, A DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT H, BEING ON THE WEST RIGHT-OF-WAY LINE OF PINE DRIVE; THENCE S00°30'58"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1,187.66 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 783,863 SQUARE FEET OR 17.995 ACRES, MORE OR LESS.

EXHIBIT B

Legal Description of Parcel 2

TRACT H OF PARKER NORTH AS RECORDED AT RECEPTION NO. 247647, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO.

CONTAINING AN AREA OF 1.95 ACRES, MORE OR LESS.

ORDINANCE NO. 3.241.2, Series of 2021

TITLE: A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE PINE DRIVE PROPERTY TO PF-PUBLIC FACILITIES DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for rezoning the real property described in **Exhibit 1**, which is attached hereto and incorporated by this reference (“Parcel 1”), from PD-Planned Development, pursuant to the Pine Drive Property Planned Development Guide and Plan that was adopted by Ordinance No. 3.241 and amended by Ordinance No. 3.241.1, to PF-Public Facilities, pursuant to the Town of Parker Land Development Ordinance.

b. Application has been made to zone the real property described in **Exhibit 2**, which is attached hereto and incorporated by this reference (“Parcel 2”), to PF-Public Facilities District, pursuant to the Town of Parker Land Development Ordinance.

c. Parcel 1 and Parcel 2 are collectively referred to as the “Property”.

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

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

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

g. The requirements contained in Section 13.04.240(f) of the Parker Land Development Ordinance are satisfied for zoning the Property to PF-Public Facilities District, as described in the Parker Land Development Ordinance.

Section 2. The Property is hereby zoned PF-Public Facilities District.

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

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

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

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

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

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description of Parcel 1

A PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 2013073297 RECORDED ON SEPTEMBER 3, 2013, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15 WHENCE THE NORTHEAST CORNER OF SAID SECTION 15 BEARS N00°30'58"W, A DISTANCE OF 5,349.66 FEET; THENCE S89°53'49"W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°53'49"W, ALONG SAID SOUTH LINE, A DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 12 OF PARKER NORTH AS RECORDED AT RECEPTION NO. 247647; THENCE N00°30'59"W, ALONG THE EAST LINE OF SAID BLOCK 12, A DISTANCE OF 1,187.73 FEET TO THE SOUTHWEST CORNER OF TRACT H OF SAID PARKER NORTH; THENCE N89°54'12"E, ALONG THE SOUTH LINE OF SAID TRACT H, A DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT H, BEING ON THE WEST RIGHT-OF-WAY LINE OF PINE DRIVE; THENCE S00°30'58"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1,187.66 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 783,863 SQUARE FEET OR 17.995 ACRES, MORE OR LESS

EXHIBIT 2

Legal Description of Parcel 2

TRACT H OF PARKER NORTH AS RECORDED AT RECEPTION NO. 247647, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO.

CONTAINING AN AREA OF 1.95 ACRES, MORE OR LESS.



Request for Town Council Action

Date: November 1, 2021

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.342 – First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Douglas County School District and the Town of Parker Regarding an MS4 Participation Agreement
Department: Engineering and Public Works, Michael Grabczyk
Second Reading: November 15, 2021

EXECUTIVE SUMMARY

The Douglas County School District (DCSD) and the Town of Parker are seeking to enter into an IGA with regard to the administration of their respective state stormwater discharge permits for DCSD sites located within the Town's boundaries.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Both the Town of Parker and the Douglas County School District currently operate stormwater facilities such as inlets, storm pipes, and stormwater ponds under a state permit, known as an MS4 Permit (Municipal Separate Storm Sewer System). The Town operates under a "Standard Permit" while the DCSD operates under a "Non-standard Permit" based on populations served. Historically, the administrative and reporting requirements for Non-standard Permits are much less stringent due to the smaller population served, lack of expertise, and more limited resources of the permittees. Earlier this year, the CDPHE updated the Non-standard Permit requirements to align more with the Standard Permit requirements.

Due to the burdensome programming and documentation requirements, language within the update was included which allows Standard permittees, such as the Town, to administer their construction and post-construction programs over the Non-standard Permit's jurisdictional boundary for coverage of these permit items. However, the ownership, maintenance, and operation of the covered stormwater facilities will remain with the DCSD. This arrangement would require the Town to perform and maintain records and documentation of plan reviews and approval, permitting, inspection, and acceptance in accordance with the Town's land use

process. Additionally, the Town will forward records and documentation of these actions within 30 days of any request by the DCSD for the recordkeeping requirements of their Non-standard Permit. This benefits the Town as it would guarantee staff the ability to inspect and comment on the functionality of ponds, inlets, storm pipes and other storm facilities to which the Town previously had no legal access.

This intergovernmental agreement (IGA) codifies the responsibilities of both the DCSD and the Town of Parker associated with their respective MS4 Permit programs.

FINANCIAL IMPACT

While the responsibility for maintenance and operation of stormwater infrastructure on school sites would remain with DCSD, this IGA would require the Town to spend additional staff time inspecting such infrastructure. The Town currently collects approximately \$90,000 annually in stormwater fees from DCSD. Staff time for development review and construction inspection of all new and future DCSD site developments will continue to be paid for by the Town's standard development review and grading permit fees as currently charged to DCSD.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.342
2. Exhibit A - DCSD TOP Stormwater IGA Map

RECOMMENDED MOTION

I move to approve Ordinance No. 9.342 on first reading and to schedule second reading for November, 15, 2021, as part of the consent agenda.

ORDINANCE NO. 9.342, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE DOUGLAS COUNTY SCHOOL DISTRICT AND THE TOWN OF PARKER REGARDING AN MS4 PARTICIPATION AGREEMENT

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Douglas County School District the Town of Parker Regarding an MS4 Participation Agreement, 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, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE DOUGLAS COUNTY SCHOOL DISTRICT AND THE TOWN OF PARKER REGARDING AN MS4 PARTICIPATION AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between the Douglas County School District ("DCSD"), and the Town of Parker, Colorado (the "Town"), hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the DCSD and the Town desire to partner as documented in this MS4 Participation Agreement; and

WHEREAS, the Town was issued a Colorado Discharge Permit System ("CDPS") General Permit COR080011 for Stormwater Discharges Associated with Municipal Separate Storm Sewer System (MS4) that Discharge to the Cherry Creek Reservoir Drainage Basin from the Colorado Department of Public Health and Environment ("CDPHE") effective on April 15, 2016, expiring June 30, 2021, and administratively extended, hereinafter referred to as the "Standard Permit;" and

WHEREAS, the DCSD was issued a CDPS General Permit for Stormwater Discharges Associated with Municipal Separate Storm Sewer System (MS4) from the CDPHE, hereinafter referred to as the "Non-Standard Permit," located partially within the Town; and

WHEREAS, the Town must implement, enforce, and administer the Standard Permit requirements within the associated jurisdictional boundary and the DCSD must implement, enforce, and administer the Non-Standard Permit requirements within the associated jurisdictional boundary, hereinafter collectively referred to as the "MS4 Permits;" and

WHEREAS, both the Town and the DCSD are required to develop Program Description Documents and supporting documents to describe how the permittee will comply with its MS4 Permit requirements; and

WHEREAS, the Town adopted the Storm Drainage and Environmental Criteria Manual, most recently amended in February of 2014, and as may be further amended from time-to-time, in accordance with the Town's Standard Permit; and

WHEREAS, the Town adopted the Roadway Design and Construction Criteria Manual, most recently amended in November of 2020, and as may be further amended from time-to-time, in accordance with the Town's Standard Permit; and

WHEREAS, the DCSD Non-Standard Permit requires that the DCSD and Town partnership be documented in an MS4 participation agreement whereby the "Non-Standard Permittee" is excluded from the Non-Standard Permit requirements for applicable construction and post-construction activities and allows the "Standard Permittee" full authority to implement its construction and post-construction programs within the Non-Standard Permittee's jurisdictional boundary, in accordance with the Standard permit requirements; and

WHEREAS, the Parties acknowledge that the activities conducted by the Town do not constitute full compliance with all requirements of the DCSD's Non-Standard Permit.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

1. **Services.**

a. The Town agrees to allow the DCSD to rely on the Town's construction and post-construction program requirements of the Town's Standard Permit for the portion of the DCSD's Non-Standard Permit located within the jurisdiction of the Town.

b. The Town agrees to continue to provide plan review and approval, permitting, inspection, and acceptance consistent with all applicable Town regulations for the DCSD's Non-Standard Permit jurisdictional boundary within the Town, as provided in this Agreement. These services will be in accordance with the Town's standards for the construction and post-construction program documents of its Standard Permit.

c. The DCSD, its contractors, or assigns, agree to continue to follow the Town's land use process consistent with all applicable Town regulations, and the Town will forward applicable records and documentation to the DCSD within thirty (30) days of any request by the DCSD for the recordkeeping requirements of the Non-Standard Permit and annual report to CDPHE.

d. The DCSD will ensure that all storm drainage easements necessary for access and inspection of the MS4 are provided to the Town within twelve (12) months of the execution of this Agreement, or as soon as reasonably possible thereafter.

e. The Town will not provide support for any of the DCSD's Non-Standard Permit requirements related to Public Education and Outreach, Illicit Discharge Detection and Elimination, Pollution Prevention/Good Housekeeping for Permittee's Operations, or other sections of the DCSD's Non-Standard Permit not specified above.

2. **Standard of Performance.** The Town agrees to use its best efforts to comply with the Town's Standard Permit, but cannot guarantee that all activities will comply with the DCSD's Non-Standard Permit. The Town assumes no responsibility for compliance with the DCSD's Non-Standard Permit. The DCSD acknowledges that the Town Standard Permit program requirements may be more stringent than the Non-Standard Permit requirements, and if so, the DCSD will be subject to those requirements for the construction and post-construction programs, as applicable in this Agreement.

3. **Enforcement.** The DCSD agrees to comply with the Town's Standard Permit construction and post-construction programs and to allow for the Town to fully enforce the Town's Standard Permit programs consistent with the Town's Standard Permit for all applicable construction activities in the DCSD's Non-Standard Permit jurisdictional boundary within the Town which the DCSD owns or operates, or over which the DCSD has implementation authority.

4. **Geographic Area Applicability.** This Agreement will only apply to the geographical area as shown on the map attached hereto as **Exhibit A** and incorporated by this reference, or as otherwise amended administratively from time to time and agreed upon by both parties, in accordance with MS4 Permit requirements.

5. **Responsibility/Liability.** Each Party to this Agreement shall be responsible for that Party's own performance under this Agreement and each Party shall be responsible for its own defense in connection with any claims made against such Party by reason of that Party's performance of the matters covered by this Agreement.

6. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail.

DCSD: Douglas County School District RE-1
Attention: Zach Nannestad, Environmental Health Manager
620 Wilcox St.
Castle Rock, Colorado 80104
With an electric copy to Mary.Klimesh@dcsdk12.org

Town: Town of Parker
Attention: Tom Williams, Director of Engineering/Public Works
20120 E. Mainstreet
Parker, Colorado 80138
With an electronic copy to legal@parkeronline.org

7. **Additional Documents.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

8. **Colorado Law.** The laws of the State of Colorado shall govern this Agreement. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

9. **Separate Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

10. **No Third-Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

11. **No Waiver of Governmental Immunity Act.** The Parties hereto understand and agree that this Agreement is relying on, and in no way is intended to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, sections 24-10-101 to 120, C.R.S., or otherwise available to the Parties.

12. **Amendment.** This Agreement may only be amended in writing signed by the Parties hereto.

13. **Effect of Invalidity.** Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstance, shall not result in the termination of this Agreement.

14. **Term.** This Agreement shall remain in full force and effect until terminated by either Party. Either Party may terminate this Agreement upon providing one hundred eighty (180) days' written notice to the other Party.

15. **Previous Agreements.** This Agreement supersedes any previous agreement between the Parties regarding shared MS4 responsibilities making those previous agreements, or portions thereof that dealt with MS4 responsibilities, null and void.

16. **Entirety.** This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By: _____
David Ray, Board President

ATTEST:

APPROVED AS TO FORM:

By: _____
Sandy Maresh,
Assistant Secretary

By: _____
Mary Kay Klimesh
General Counsel

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A

Geographical Area

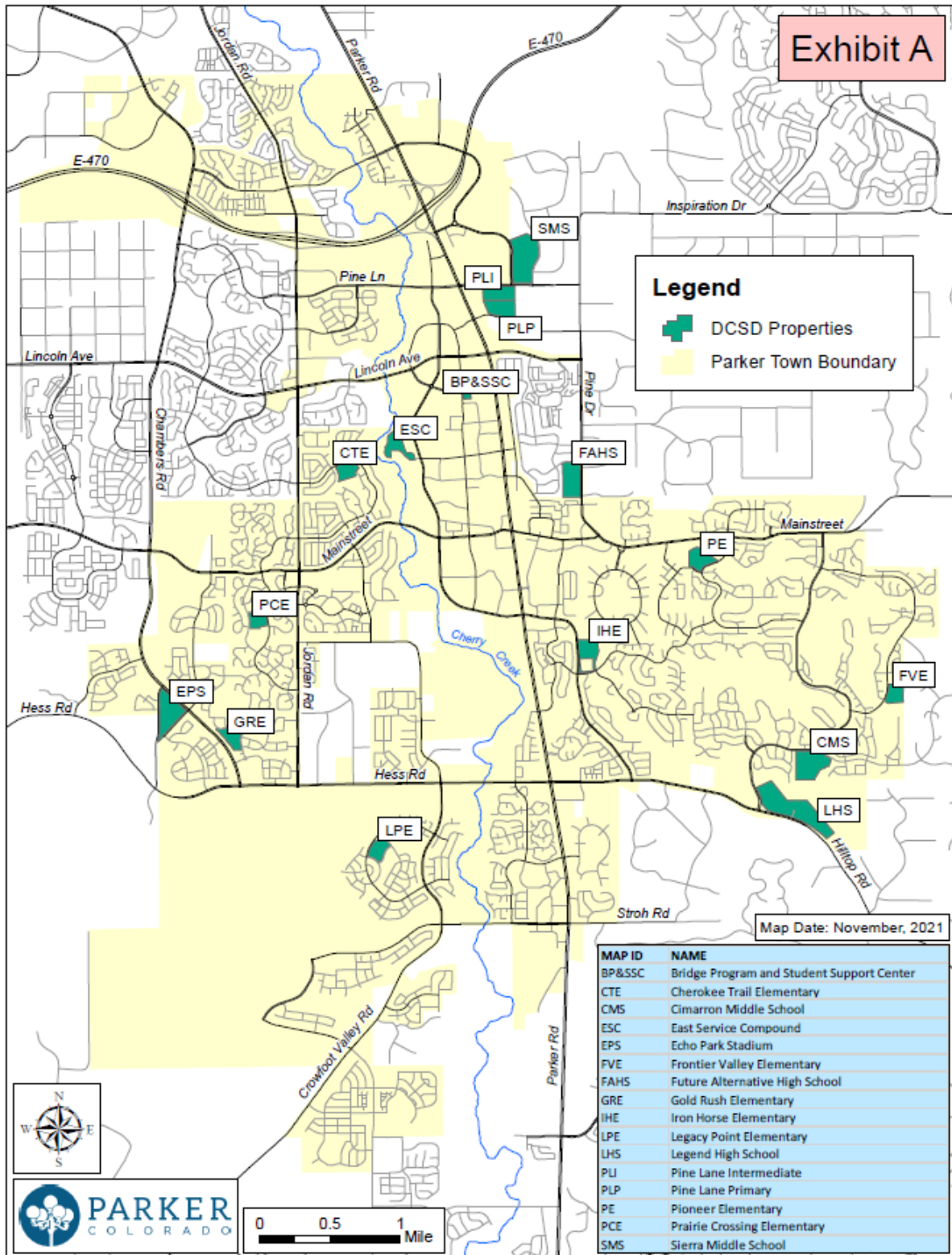
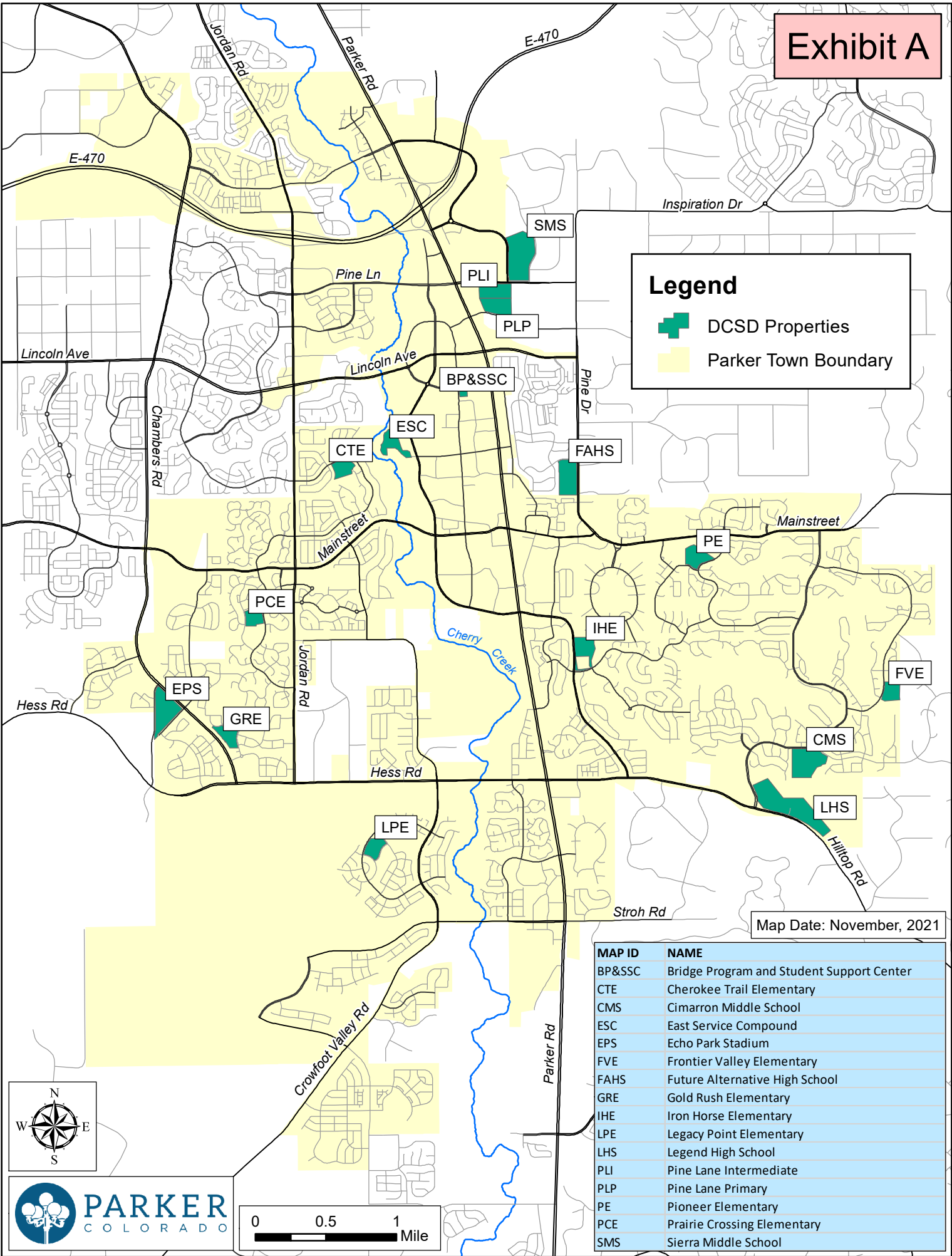


Exhibit A

Legend

-  DCSD Properties
-  Parker Town Boundary





Request for Town Council Action

Date: November 1, 2021

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.193.6 – First Reading**
A Bill for an Ordinance Amending the Parker Auto Plaza Development Guide Pursuant to the Town of Parker Land Development Ordinance
Department: Community Development, Julia Duncan
Second Reading: November 15, 2021

EXECUTIVE SUMMARY

The applicant is proposing to amend the Parker Auto Plaza Planned Development (PD) zoning by revising it to allow Automotive Repair, Major as a permitted use in the Commercial Use Areas identified in the Development Plan.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The applicant is proposing to amend the Parker Auto Plaza PD zoning to revise the permitted uses listed in the Development Guide for Commercial Use Areas to include auto body repair as an allowed use under Service Establishments. The proposed auto body repair use is defined as Automotive Repair, Major: An establishment primarily engaged in providing vehicle repair, body work, mechanical repair of engines and drive trains, and/or painting.

The intent of the Parker Auto Plaza PD zoning is to establish standards for the development of property within the PD in an efficient and orderly fashion. The PD zoning encourages innovative design standards and the purpose of the Commercial Use Areas is to provide planned, orderly development meeting the automotive and retail needs of the community as it develops.

The Parker Auto Plaza PD was created in 2002 as a receiving zone for auto-oriented uses that permits a broad range of commercial retail, service and accessory uses. The PD zoning permits auto sales, service, repair and rental among numerous other uses. Over time, the Town has distinguished between auto repair and auto body repair because the latter may be light industrial in character, more intensive in activity and has the potential to generate greater nuisance impacts than standard auto repair. The applicant is proposing an amendment to the PD zoning to clarify

uses and permit auto body repair (Automotive Repair, Major) as a use by-right in the Commercial Use Areas of the PD.

The proposal would permit additional auto-oriented use(s) designated as Automotive Repair, Major to include auto repair, auto body work, mechanical repair (of engines, drive trains) and auto painting. The addition of a definition for Automotive Repair, Major and the inclusion of this use within the Commercial Use Areas of the PD are the only zoning revisions that are proposed. The proposed use is consistent with the original purpose of the Parker Auto Plaza as a receiving zone for auto-oriented uses and is compatible with the current auto-oriented uses that are permitted, such as:

1. Automobile and Truck service and repair facilities;
2. Automobile sales (new and used), rental and leasing;
3. Car wash - automatic and coin operated - as a principal use;
4. Sales, leasing and rental of motorized equipment;
5. Sales of gasoline and automotive fuel products

The Parker Auto Plaza PD zoning incorporates development standards for these uses to mitigate potential impacts, such as the required screening of all roof-mounted equipment. Section III.D of the PD zoning also contains Design Standards for Commercial Uses including criteria for lot size, setbacks, building height, floor area ratio, building orientation and materials. Further, the PD zoning utilizes urban design standards that require buildings fronting Lincoln Avenue, Parker Road and 20-Mile Road to provide at least three (3) points of contact with the required setback with all buildings having a minimum of 30 percent of their footprint within forty (40) feet of the setback line. The goal of this provision is to ensure that buildings front the streets they are located on and the structures screen the parking areas from view. The PD zoning requires adherence to all state regulations for air quality since auto-oriented uses may have air quality impacts.

The proposed amendment to the Parker Auto Plaza PD zoning appears to be consistent with the original intent of the PD as a receiving zone for many types of auto-oriented uses. The proposed rezoning will provide an area in Town where auto body repair uses may locate while relieving development pressure to permit auto body repair in commercial zones that are planned for future, higher value retail, service and office development. Toward this end, the proposed amendment to the PD zoning is consistent with the Parker 2035 Master Plan designation of Parker Auto Plaza as part of the Central Commercial Character Area.

On October 28, 2021, the Planning Commission will hear the zoning request and make a recommendation to the Town Council.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

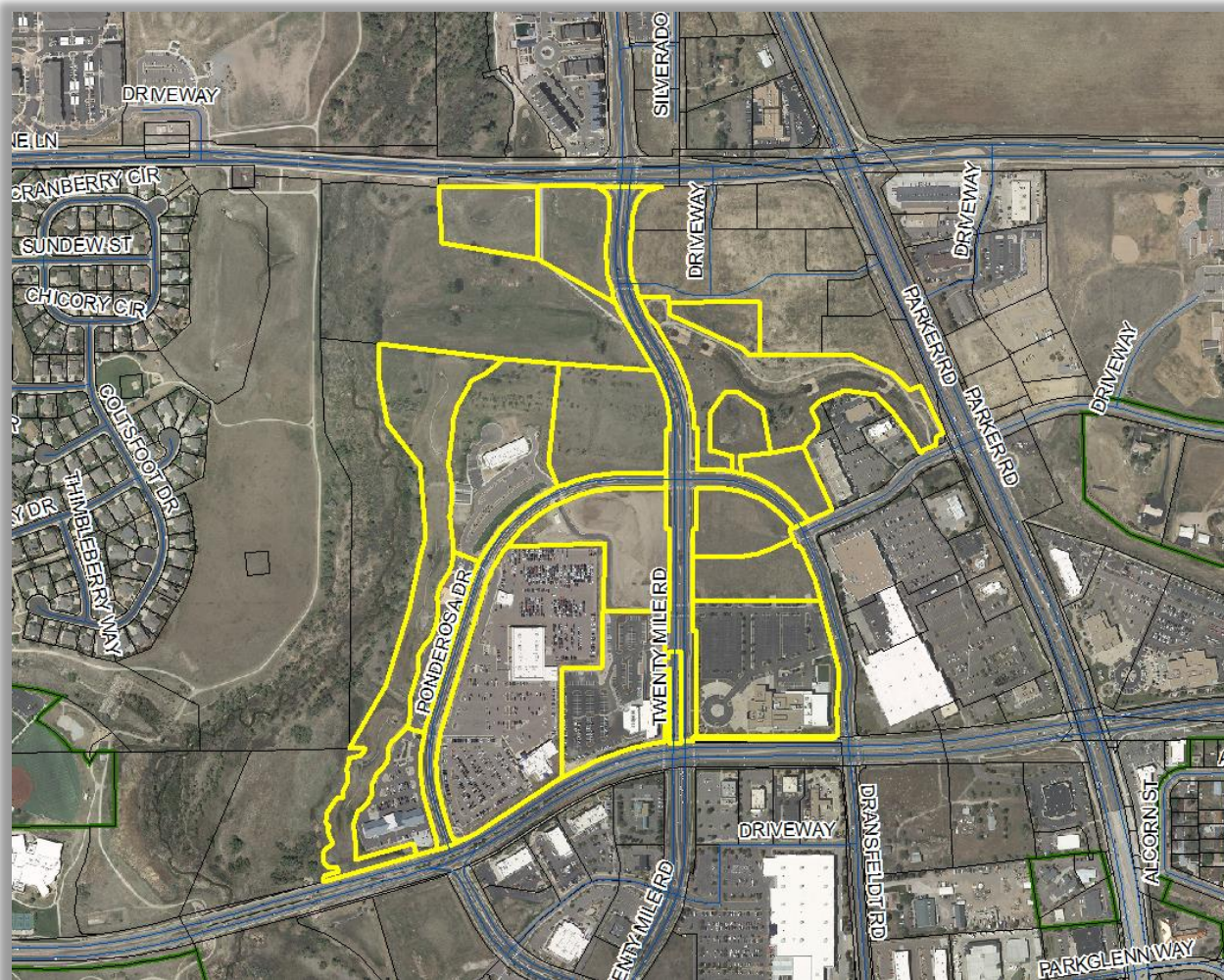
ATTACHMENTS

1. Vicinity Map
2. Proposed Parker Auto Planned Development Guide
3. Ordinance 3.193.6

RECOMMENDED MOTION

I move to approve Ordinance No. 3.193.6 on first reading and to schedule second reading for November 15, 2021, as part of the consent agenda.

Vicinity Map



SECTION I

DEFINITION

A. PURPOSE

This Section defines terms, words and phrases used in this Development Guide. Words, terms and phrases used herein shall be interpreted in accordance with these definitions. All other terms, words or phrases not specifically defined herein shall be given their customary meanings.

B. DEFINITIONS

Abutting or Contiguous Land: A parcel of land that has a common boundary line with another parcel of land.

Automotive Repair, Major: An establishment primarily engaged in providing vehicle repair, body work, mechanical repair of engines and drive trains, and/or painting.

Basement: That part of a building partially or totally underground.

Building Envelope: A defined area on a lot indicating the location for all residential structural elements. The purpose of a building envelope is to carefully designate areas for development and preserve natural vegetation.

Carport: A roofed structure, or a portion of a building, open on two (2) or more sides, designed primarily for the parking of automobiles.

Commercial Retail: A commercial use characterized by the selling of tangible goods, wares and merchandise directly to the consumer.

Commercial Service: A commercial use characterized by the selling of services and intangibles directly to the consumer.

Common Area or Common Element, Commercial: The total area and structures within a commercial or industrial project which are designed, designated and maintained for common use and enjoyment by the owners and tenants of the project and their invitees, such as parking facilities and their appurtenances, enclosed and open malls, sidewalks, landscaped areas, public toilets and service facilities.

Construction: The actual placement and fastening of construction materials in a fixed position. If a basement is being excavated, such excavation shall be deemed to be actual construction. If demolition or removal of any existing building or structure has commenced preparatory to construction, such demolition or removal shall be deemed to be actual construction. The term construction shall apply to buildings, roadways, utilities, other structures and landscaping.

Courtyard: A space open and unobstructed to the sky, located at or above grade level on a lot bounded on three (3) or more sides by walls of a building.

Covered Parking: Parking facilities that are protected by a roof or enclosed within a structure

Detached Structure: Any structure having no party wall or common wall with another structure.

Driveway: A private vehicular passageway for the exclusive use of the owners and occupants of the lot(s) or project and their invitees.

Educational Facility: Private or public schools, colleges, universities, technical schools or libraries qualified to offer general academic and/or specialized education.

Garage, Private: A building, or portion thereof, used primarily for the parking of motor vehicles belonging to the occupants of the land upon which it is situated and their invitees.

Garage, Public: A building or portion thereof, other than a private garage, used for the parking of motor vehicles.

Hospital: An institutional facility used primarily for the overnight accommodation and medical and surgical care of the sick, injured and infirm, including sanitariums, but excluding therefrom, medical or dental clinics, rest homes, convalescent homes and homes for the aged.

Hotel: Any building arranged, designed and intended as a temporary lodging place for human beings, with or without meals; in which there are six (6) or more guest rooms or suites; and in which no provision is made for cooking in any individual room or suite.

Joint Use of Parking: The shared use of off-street parking facilities by more than one type of land use where the same parking spaces are taken into account in satisfaction of the parking requirements of each use.

Laboratory: A building or portion of a building devoted to the experimental study of the science of testing and analysis of chemicals, drugs, explosives, minerals, etc.

Laboratory -Medical or Dental: A building or a portion of a building devoted to the use of providing bacteriological, biological, medical, x-ray, pathological and similar analytical or diagnostic services to doctors or dentists and where no fabrication is conducted on the premises, except the custom fabrication of dentures.

Landscaping: Improvement to an area of land by the planting of a combination of trees, shrubs and ground cover, or the installation of other materials such as rock, bark, retaining walls, or sprinkler systems.

Lot Area: The total horizontal area within the lot lines of a lot.

Lot, Corner: A lot of which at least two (2) adjacent sides abut for their full length upon a public street.

Lot, Double Facing: A lot of which the front and rear property lines abut for their full length upon a public street.

May: A right or election to do so, not a requirement.

Maior Facilities of a Public Utility: A transmission line, power plant, switching station, substation of electrical facilities, pipelines and storage areas of utilities providing natural gas or petroleum derivatives.

Mobile Office: A vehicle, with or without self-motive power, designed and equipped for human occupancy for industrial, commercial or professional purposes, including but not limited to, temporary offices for the sale of homes, temporary construction management and supervisor trailers.

Motel: A hotel primarily used for transients traveling by automobile.

Office: A place of business containing offices.

Preservation Zone: A specific area on a platted lot with significant vegetation, outside of the building envelope, which in all cases must be maintained in a natural state as a permanent feature of the landscape. The area between the building envelope and the preservation zone shall remain free of any permanent improvements and any scars resulting from construction. As long as the vegetation and land surface are not permanently damaged, it is possible to clean trim in this area to practice better forest management and fire mitigation. The Preservation Zone shall apply in the Single Family Area "A" and Townhome Area II A "areas only.

Project: One or more lots planned, designed and developed as a unified entity such as a condominium project, patio home project, cluster project, commercial project or industrial project.

Protective Covenants: A written agreement, duly recorded, binding upon a specified group of property owners and their successors, heirs or assigns wherein certain restrictions and conditions are established to promote and protect the value, desirability and development of the subject property.

Public or Quasi-Public Facilities: Facilities intended for public use including but not limited to: educational facilities, fire stations, police stations, public parks, public recreational facilities, public utilities and public roadways.

Recreational Vehicle: A motor home, travel or camping trailer, boat, van or truck camper, with or without self-motive power, designed for temporary or permanent human habitation.

Recreation Vehicle Storage: An area of land and associated structures arranged, designed and intended to accommodate the temporary parking or storage of unoccupied recreation vehicles.

Riding, Hiking and Biking Trail: A trail or passageway arranged, designed and intended for use by equestrians, pedestrians and cyclists using non-motorized bicycles.

Right of Way or Passageway: An area or strip of land either publicly or privately owned, over which a right of passage has been recorded for the use by vehicles, or pedestrians, or both.

Setback Line-Front: A line parallel to the front lot line and tangent to that part of the building situated on the lot that is closest to the front lot line

Setback Line-Rear: A line parallel to the rear property line and tangent to that part of building situated on the lot that is closest to the rear property line

Setback Line-Side: A line parallel to the side property line and tangent to that part of the building situated on the lot which is closest to the side property line (excluding open fire escapes or stairways, eaves, overhangs, chimneys, uncovered patios and decks, fences and courtyards).

Shall: Mandatory responsibility or requirement.

Special Community Event: A temporary event, sponsored by a club, homeowners 1 association, property owners' association, other community organization or the owner of a major portion of land within Parker Auto Plaza, including but not limited to: fireworks, parades, swim meets, community picnics, athletic events, non-motorized vehicle races, rodeos, Christmas and holiday pageants and other outdoor programs.

Stable, Private: A building, or portion thereof, accessory structures used to shelter and feed horses that are used exclusively by the owners or occupants of the property upon which the stable is situated; and their guests.

Structure: Anything constructed or erected in, under, over or upon the land, or attached to something in, under, or upon the land.

Structure, Permanent: A structure that is built of such materials, and in such a manner, that it would reasonably be expected to land and remain useful for a substantial period of time.

Structure, Temporary: A structure that is not a permanent structure, or one, which is constructed for a special purpose in contemplation of removal upon accomplishment of such purpose.

Temporary Construction Yard: A place for temporary offices and temporary storage of materials used for the construction of any structure permitted.

Transitional Uses: Property that is in the interim period between annexation/ rezoning and development.

Use: The purpose for which land areas or buildings are arranged, designed and intended.

Watercourse: A channel, slough, artificial channel, gulch, arroyo, stream, creek, pond, reservoir or land that carries or contains storm runoff and flood water.

SECTION II

GENERAL PROVISIONS

A. PURPOSE

The purpose of this Parker Auto Plaza Development Guide (hereinafter referred to as the "Development Guide") is to establish standards for the development of property in an efficient and orderly fashion.

Innovative, yet consistent, design standards shall be encouraged. The property shall be developed as a community with common themes throughout and strong attention paid to existing drainage ways, and improvements to the town's road alignment system.

B. APPLICATION ADOPTION AND EFFECT

This Development Guide shall apply to all lands described in Exhibit D, "Legal Description," and shall become effective upon the approval and adoption of same by the Town Council of the Town of Parker. From that date forward, all used of the property shall be in conformance with this Development Guide.

C. AUTHORITY

It is the intent of this Development Guide to be consistent with, and to assist in the implementation of the legislative declarations contained in the Planned Unit Development Act of 1972 of the State of Colorado.

D. ENFORCEMENT

The provisions of this Development Guide shall run with the land and be enforced, at law or in equity, by the Town of Parker, without limitation on any power or regulations otherwise granted by law.

E. MODIFICATIONS (*replaced original paragraph*)

Any modification of this Development Guide which substantially changes the intent of this development on the overall density, in so far as maximum density or commercial and office intensity, shall be processed through the Town of Parker as a Rezoning and meet all the conditions of same. Processed in accordance with the requirements of Section 13.04.240 of the Parker Land Development Code, as amended."

F. DEVELOPMENT PLAN

Together with this Development Guide, a Planned Development (PD) has been prepared and serves as the graphic representation of these provisions. This Planned Development (PD) is a part hereof and is incorporated herein by this reference with everything shown thereon and all amendments thereto.

G. EFFECT OF THE TOWN OF PARKER SUBDIVISION REGULATIONS

All provisions of the Town of Parker Subdivision Regulations and any amendments thereto as may be made from time to time, are by this reference incorporated herein as if fully set forth.

H. CONFLICT

The provisions of this Development Guide shall prevail and govern the development of Parker Auto Plaza, except where these provisions do not clearly address a specific subject or are in conflict with a specific provision defined within the Town of Parker Land Development Guide. In such situations, the provisions of the Town of Parker Land Development Code, as amended, shall prevail, when applicable.

I. DEVELOPMENT PHASING

Any project within this development may be constructed in phases, as approved through the Planned Development (PD), provided that it complies with this Development Guide.

J. LAND USE BOUNDARIES AND DENSITY

1) Boundary Calculation:

All land use areas shall be considered to include all of the land within the perimeters indicated on the Planned Development (PD) and one-half of any adjacent streets.

2) Final Boundary Configuration:

The Planned Development (PD) is intended to depict general locations and illustrate concepts of the provisions of the Development Guide. Major intersections shall be approved in more detail by the Planning Commission at the time of platting. Final collector roadway alignments and configurations of lot and tract sizes and shapes shall be determined at the time of final platting.

3) Utilities:

All utilities shall be placed underground, where practical.

K. DEDICATION REQUIREMENTS

All dedications of Public Facilities, including but not limited to Park and Open Space lands, roadways, utility easements and drainage facilities and easements, shall be made at the time of final platting of the specific project area.

Public park, and open space and other areas dedicated to the Town of Parker shall be delineated on the Planned Development (PD).

SECTION III

COMMERCIAL USE AREAS

A. PURPOSE

This section establishes standards for the commercial use areas designated on the plan, which will provide for planned, orderly development, meeting the automotive and retail needs of the community as it develops. All roof-mounted equipment, including solar collectors and heaters, shall be properly screened.

B. USES PERMITTED

The following uses shall be permitted in Commercial Areas as a matter of right:

1) Retail shopping establishments including the following:

- a. Antique shops;
- b. Artist supplies;
- c. Bakeries;
- d. Banks;
- e. Barber shop and beauty parlors;
- f. Book stores;
- g. Bowling alleys;
- h. Clothing stores;
- i. Convenience stores, providing no sales of gasoline or fuel product is included;
- j. Craft and hobby shops;
- k. Drug stores;
- l. Dry goods and variety shops;
- m. Electrical and household appliances;
- n. Fast food restaurants, including drive-through, drive-in and drive-up facilities;
- o. Florists;
- p. Furniture stores, provided no major warehousing is included with the activity;
- q. Gift shops;
- r. Grocery stores;
- s. Hardware and building materials stores;
- t. Jewelry stores;
- u. Music shops;
- v. Office supplies;
- w. Outpatient veterinary emergency facilities where no kenneling of animals is proposed;
- x. Package liquor stores;
- y. Paint shops;
- z. Pet shops;
- aa. Photography studios, equipment and supplies;
- bb. Restaurants, including restaurants with bar services and microbrewery facilities;
- cc. Shoe stores;
- dd. Sporting and Outdoor recreation goods and athletic equipment;
- ee. Theaters, indoor only;
- ff. Tire sales and repair;
- gg. Toy and game stores;

hh. Travel agencies;

2) Service establishment including the following:

- a. Amusement and recreational establishments;
- b. Automobile and Truck service and repair facilities;
- c. Automotive Repair, Major
- d. Automobile sales (new and used), rental and leasing;
- e. Car wash - automatic and coin operated - as a principal use;
- f. Hotels and motels, including restaurants, gifts shops and other accessory uses;
- g. Institutional and educational facilities (both public and private);
- h. Professional, medical, dental, governmental and public utility offices;
- i. Printing and publishing establishments;
- j. Public facilities, as defined in the Parker Land Development Ordinance, as amended;
- k. Public or private memberships clubs;
- l. Radio and television offices;
- m. Recreational vehicle storage;
- n. Sales, leasing and rental of motorized equipment;
- o. Sales of gasoline and automotive fuel products
- p. Veterinary clinics provided only household, domesticated animals are treated, and there is no provision for overnight kenneling of animals.

3) Churches and church schools;

4) Nursing homes, assisted living facilities, convalescent homes and other extended care facilities;

5) Open space;

6) Parking required for the above uses;

7) Incidental and ancillary structures for the above described uses.

C. USES BY. SPECIAL REVIEW (as defined and regulated by the Parker Land Development Ordinance, as amended)

1) Ambulance Services;

2) Hospitals and emergency care facilities;

3) Major facilities of a public utility;

4) Self-storage units;

5) Veterinary hospitals, including provisions for kenneling animals;

6) Display parking of automotive vehicles (including motorcycles, recreational vehicles and other type of motorized vehicle) for sale within the front or side yard setback of a lot."

D. DESIGN STANDARDS

1) Minimum lot area 1 acre, unless the project is developed as a planned center, in which case no minimum lot area is required.

2) Maximum building height: 35 feet, heights in excess of 35' may be requested for uses as a Use by Special Review but may not exceed 60'. The maximum building height for

commercial buildings shall be measured in accordance with the Town of Parker Land Development code, as amended.

- 3) Minimum lot width: 150 feet
- 4) Minimum building setbacks:
 1. Front: twenty-five feet {25'} from public streets. [except where prohibited by Section 13.04.040 of the parker Land Development Ordinance, as amended].
 2. Side: Twenty-five feet (25').
 3. Rear: Twenty-five feet {25'}.
- 5) Floor Area Ratios shall not exceed 0.35 for each platted lot.
- 6) On-site lighting will comply with the requirements of the Town of Parker Land Development Code, as amended.
- 7) Building materials, material colors, pedestrian orientation and building placement on lots shall be done in accordance with the "Town of Parker Commercial, Industrial & Multi-Family Residential Design Guideline Standards".
- 8) For lots which abut Lincoln Avenue, Parker Road or 20-Mile Road, the front yard setback, and at least one (1) side yard setback shall be considered a 'build-to' lines. At least three points of the building must touch this setback line, and at least thirty percent (30%) of the building footprint area must be within forty feet of the setback line. The intent of this provision is to ensure that buildings which front the aforementioned streets by their placement on site act to screen the parking areas from view and orient the uses internally to the Parker Auto Plaza Planned Development area.

SECTION IV

OPEN SPACE/ CONSERVATION AREA

A. PURPOSE.

This section establishes standards for the Open Space / Conservation Areas. It is the intent of this Section to provide natural open space and conservation areas while preserving natural resources such as significant vegetation and wildlife. These use areas may be private or public and will be determined at the time of final platting.

B. PERMITTED USES

The following uses shall be permitted in the Open Space/ Conservation Area as a matter of right:

- 1) Natural open space;
- 2) Wildlife and natural preserves;
- 3) Flood plains and natural drainage ways;
- 4) Trails;
- 5) Special community events;
- 6) Ancillary structures and parking;
- 7) Any other uses which are consistent with the above;
- 8) Public right-of-way

C. DESIGN STANDARDS

- 1) All lighting shall be of a type such that no offensive glare shall be imposed on adjacent residential uses.
- 2) Trash and storage areas shall be screened from view, either within buildings or behind fences or similar screening material.
- 3) Maintenance shall be by an organized maintenance association or another entity mutually agreed upon by the Town and the Developer.

D. CONSERVATION

- 1) A conservation easement may be placed over lands designated for open space purposes, if deemed appropriate for such conservation easement by the Town. This easement may be in favor of an entity other than the property owner, developer or Town, but must be an easement holder acceptable to the Town. The property intended to be the recipient of the open space conservation easement must be deeded to the Town free and clear of all liens and encumbrances.
- 2) Any Conservation easement will be properly recorded on a plat, or separate instrument.

SECTION V

TRANSITIONAL USE AREAS

A. PURPOSE

This Section establishes transitional uses for all use areas. It is likely that the project shall develop over time and intermediate uses should be allowed until such time as the area develops. These transitional uses shall be permitted in any use area until such area is platted and construction has commenced.

B. PERMITTED USES

The following uses shall be permitted in the Transitional Period as a matter of right, ten (10) years from the adoption of the Parker Auto Plaza PD and this Development Guide:

- 1) Agricultural uses, including farming and ranching;
- 2) Keeping of livestock;
- 3) Single-family detached residences;
- 4) Plant Nursery [outdoor tree farm, greenhouse structures];
- 5) Ancillary buildings;
- 6) Any use which is consistent with the purpose of this section.

EXHIBITS

- EXHIBIT A Parker Auto Plaza Development Plan (8 ½ X 11)

- EXHIBIT B Existing Conditions Plan (8 1/2 X 11)

- EXHIBIT C Land Use Summary Chart

- EXHIBIT D Legal Description of Property -Open Space Dedication
 - Baldwin Gulch

- EXHIBIT E Legal Description of Property- East & West Parcels
 Combined excepting Baldwin Gulch open space

EXHIBIT C

LAND USE SUMMARY CHART

Open Space – Zone OS	8.3 ± acres
R.O.W. Dedication	12.8 ± acres
Planned Development	<u>83.2 ± acres</u>
TOTAL PROPERTY	104.3 ± Acres

The Use Area may vary up to 10% as an administrative function, based upon approved plats for the property.

Ex: B:
 Pa: Auto Plaza PD Development Plan

PARKER AUTO PLAZA- DEVELOPMENT PLAN

A PART OF THE SW 1/4 SECTION 10
 TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6th P.M.,
 DOUGLAS COUNTY, STATE OF COLORADO
 105 ACRES



VICINITY MAP
 SCALE: 1"=2000'

PARKER
 ZONE PD - PLANNED DEVELOPMENT
 PARKER
 ZONE C 300 - MODERN COMMERCIAL

PARKER ZONING

DOUGLAS CO
 ZONE R1 - RURAL RESIDENTIAL
 DOUGLAS CO
 ZONE C - COMMERCIAL
 DOUGLAS CO
 ZONE S - BUSINESS
 DOUGLAS CO
 ZONE A - AGRICULTURAL

DOUGLAS COUNTY ZONING



DEVELOPMENT PLAN
 SCALE: 1"=200'-0"



FOR BURT AUTOMOTIVE NETWORK
 IN CARE OF:
 LSC MANAGEMENT, INC.
 8500 E. BROADWAY
 SMITHWOOD, CO

PREPARED BY:
 CONCEPTS WEST ARCHITECTURE
 202 E. CHRYSTIE 8TH BLVD., SUITE 2
 COLORADO SPRINGS, CO 80906



PARKER AUTO PLAZA

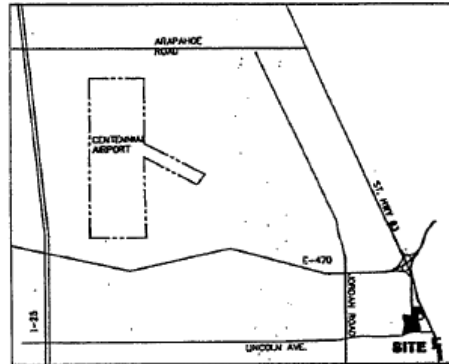
**Concepts West
 Architecture, Inc.**

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 of 1

PLAN & PLOT PLAN

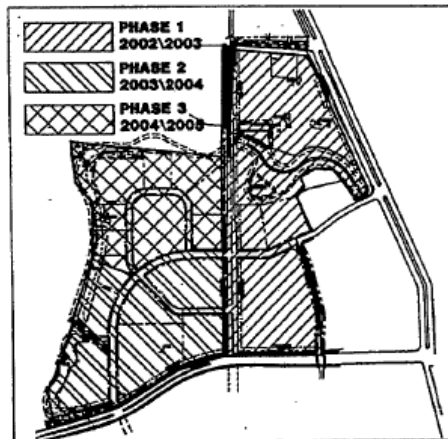
PARKER AUTO PLAZA- SKETCH PLAN

**A PART OF THE SW 1/4 SECTION 10
TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6th P.M.,
DOUGLAS COUNTY, STATE OF COLORADO
105 ACRES**



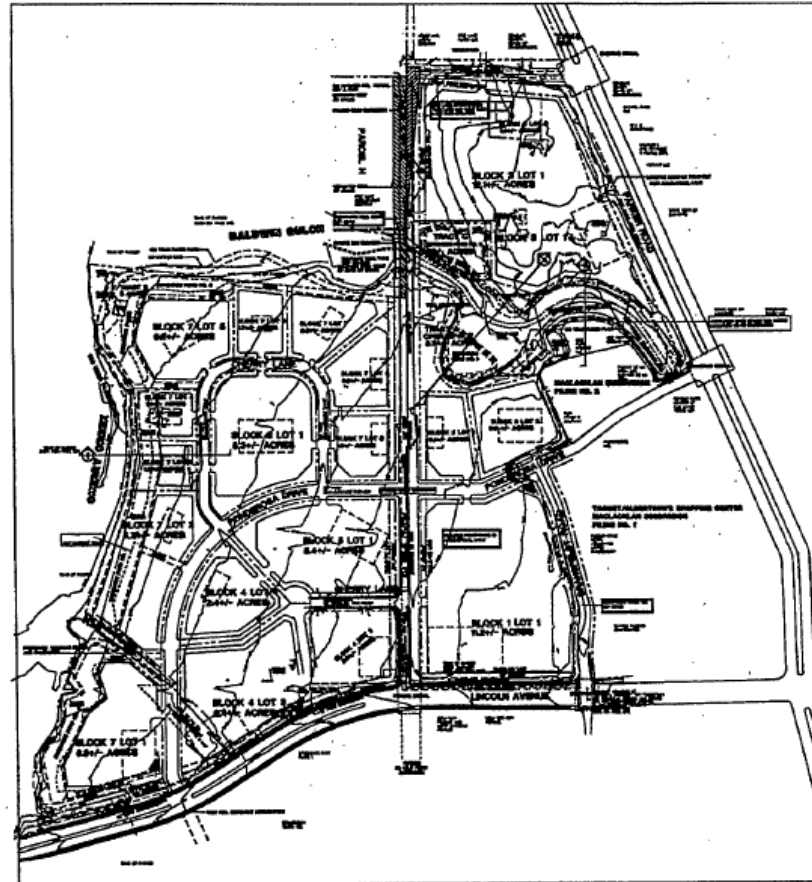
VICINITY MAP

SCALE: 1"=4000'



PHASING MAP

SCALE: 1"=400'



SKETCH PLAN

SCALE 1"=200'-0"



FOR BURT AUTOMOTIVE NETWORK
IN CARE OF:
LOC MANAGEMENT, INC.
8300 E. BROADWAY
ENGLEWOOD, CO

PREPARED BY:
CONCEPTS WEST ARCHITECTURE
308 E. CHEYENNE MTH BLVD., SUITE G
COLORADO SPRINGS, CO 80905

PARKER AUTO PLAZA

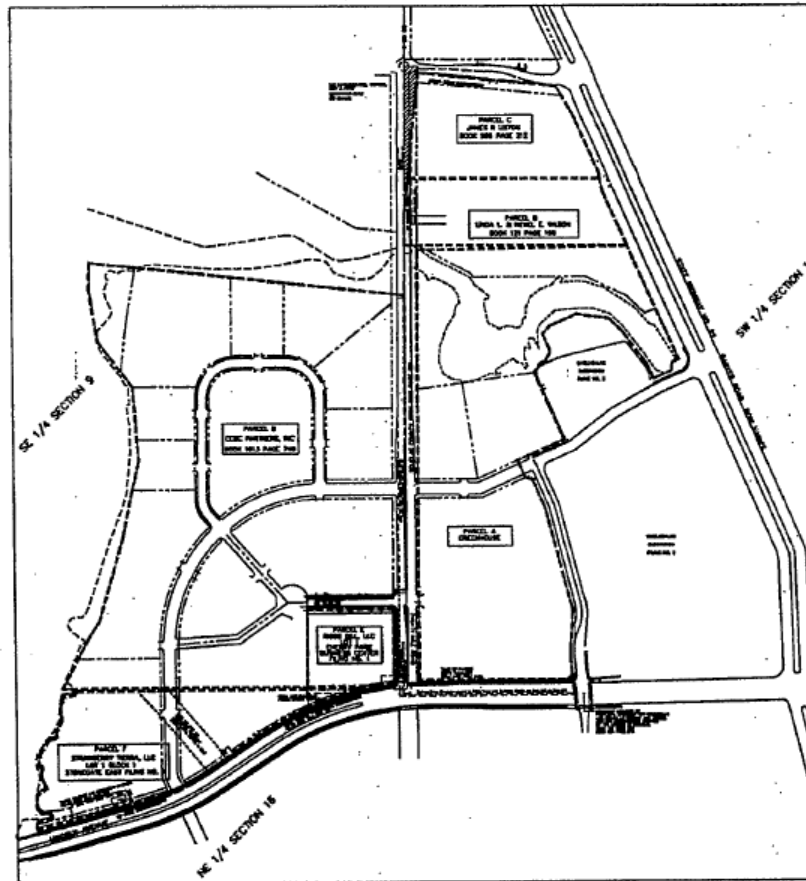
**Concepts West
Architecture, Inc.**

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2. PLOT/ASSIGN

PARKER AUTO PLAZA- SKETCH PLAN

A PART OF THE SW 1/4 SECTION 10
 TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6th P.M.,
 DOUGLAS COUNTY, STATE OF COLORADO
 105 ACRES



EXISTING LAND PARCEL PLAN
 SCALE: 1"=200'-0"



FOR BURT AUTOMOTIVE NETWORK
 IN CARE OF:
 L&C MANAGEMENT, INC.
 2309 S. BROADWAY
 ENGLEWOOD, CO

PREPARED BY:
 CONCEPTS WEST ARCHITECTURE
 308 E. CHEYENNE 8TH BLVD., SUITE 8
 COLORADO SPRINGS, CO 80905



PARKER AUTO PLAZA
 PARKER PLAZA AND LINCOLN AVENUE
 FOR BURT/AUT Management, Inc. 2309 S. Broadway Englewood, CO, 80110

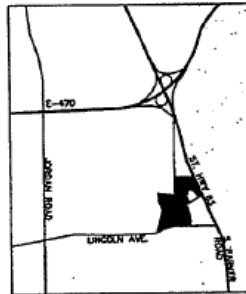
**Concepts West
 Architecture, Inc.**
 308 E. Cheyenne 8th Blvd., Suite 8
 Colorado Springs, CO 80905

Sheet
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8

1/8 PLOT/PLANS/000

PARKER AUTO PLAZA- DEVELOPMENT PLAN

A PART OF THE SW 1/4 SECTION 10
 TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6th P.M.,
 DOUGLAS COUNTY, STATE OF COLORADO
 105 ACRES



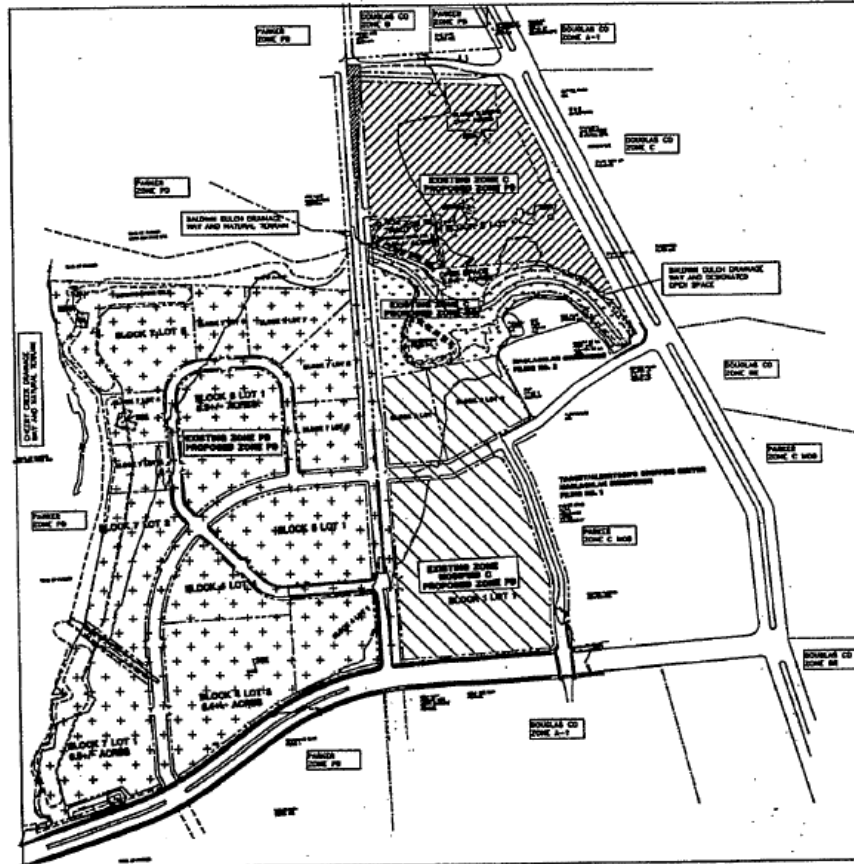
VICINITY MAP
 SCALE: 1"=2000'

PARKER
 ZONE PD - PLANNED DEVELOPMENT
 PARKER
 ZONE C WCD - HIGHWAY COMMERCIAL

PARKER ZONING

DOUGLAS CO
 ZONE SR - RURAL RESIDENTIAL
 DOUGLAS CO
 ZONE C - COMMERCIAL
 DOUGLAS CO
 ZONE B - BUSINESS
 DOUGLAS CO
 ZONE A-1-C - AGRICULTURAL DISTRICT

DOUGLAS COUNTY ZONING



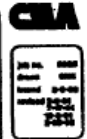
DEVELOPMENT PLAN

SCALE: 1"=2000'



FOR BURT AUTOMOTIVE NETWORK
 IN CARE OF:
 L&C MANAGEMENT, INC.
 8380 E. BROADWAY
 BIRLEWOOD, CO

PREPARED BY:
 CONCEPTS WEST ARCHITECTURE
 302 E. CHEYENNE WITH BLVD., SUITE G
 COLORADO SPRINGS, CO 80909



PARKER AUTO PLAZA

**Concepts West
 Architecture, Inc.**
 302 E. CHEYENNE WITH BLVD., SUITE G
 COLORADO SPRINGS, CO 80909

Sheet
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 of 1

PARKER AUTO PLAZA- SKETCH PLAN

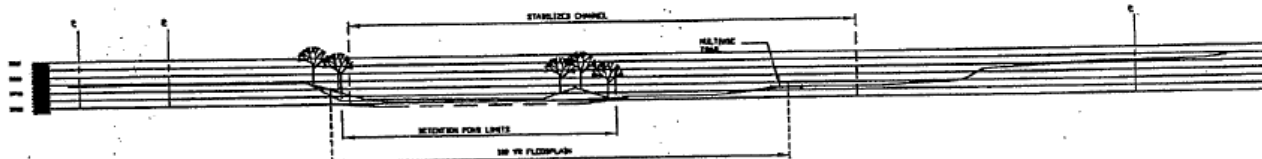
A PART OF THE SW 1/4 SECTION 10
TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6th P.M.,
DOUGLAS COUNTY, STATE OF COLORADO
105 ACRES



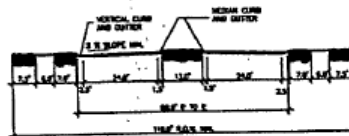
SECTION 'A' TYPICAL AT CHERRY CREEK PERIMETER
SCALE: 1" = 30'-0" LOOKING NORTH



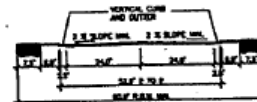
SECTION 'B' - AT BALDWIN GULCH
SCALE: 1" = 30'-0" LOOKING WEST



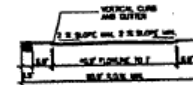
SECTION 'C'- AT BALDWIN GULCH
SCALE 1" = 30'-0" LOOKING NORTHWEST



ARTERIAL
SCALE: 1" = 15'-0"



NON-RESIDENTIAL COLLECTOR
SCALE: 1"= 15'-0"



NON-RESIDENTIAL LOCAL
SCALE: 1"= 15'-0"

QMA

姓名	姓名
性别	性别
年龄	年龄
职业	职业

PARKER AUTO PLAZA

**Concepts West
Architecture, Inc.**

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EXHIBIT D
OPEN SPACE DESCRIPTION
BALDWIN GULCH

A parcel of land lying within Section 10, Township 6 South, Range 66 West of the Sixth Principal Meridian, Douglas County, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the easterly line of the Southeast Quarter of said Section 9, being of an assumed bearing North 00°17'51" East, 2669.21 feet. Monumented by a 3.25" aluminum cap stamped "PLS 20966, 1997" at the northern terminus and by a 3.25" aluminum cap stamped "PLS 19003, 1999" at the southern terminus.

Commencing at the Southwest Corner of said Section 10;

Thence North 00°17'51" East, 10.00 feet, along the westerly line of said Section 10, to the Northwest Corner of that Board of County Commissioners of the County of Douglas parcel described in Book 721 at Page 640 and the southwest corner of that Board of County Commissioners of the County of Douglas parcel described in Book 1180 at Page 0881;

Thence North 89°56'00" East, 55.00 feet, along the northerly line of said parcel described in Book 721 at Page 640, parallel with and 10.00 feet northerly of the southerly line of said Section 10 to the southeast corner of a said parcel described in a Book 1180 at Page 0881 said point also being the Southwest Corner of that Town of Parker parcel described in Book 1186 at Page 0908;

Thence North 00°17'51" East, 1252.52 feet, along the easterly line of said parcel described in Book 1180 at Page 881, parallel with and 55.00 feet easterly of the west line of said Section 10 to the **TRUE POINT OF BEGINNING**;

Thence North 82°29'03" East, 508.71 feet, to the Northwest Corner Lot 2 of the Maclachlan Subdivision Filing No. 2 as recorded at Reception number 9628035;

Thence along the westerly, northerly, and easterly lines of Maclachlan Subdivision Filing No. 2 the following fifteen (15) courses:

1. Thence North 33°20'29" East, 46.58 feet;
2. Thence North 63°21'12" East, 25.91 feet;
3. Thence North 32°34'42" East, 42.07 feet;
4. Thence North 14°20'55" West, 16.30 feet;
5. Thence North 23°57'00" West, 69.77 feet;
6. Thence North 41°49'39" East, 46.92 feet;
7. Thence North 66°02'59" East, 125.03 feet;
8. Thence South 82°24'03" East, 141.03 feet;
9. Thence South 44°51'11" East, 82.03 feet;
10. Thence South 36°52'57" East, 170.09 feet;
11. Thence South 23°56'49" East, 72.93 feet, to a point of non-tangent curvature;
12. Thence northeasterly, along the arc of a curve to the right, whose center bears South 28°09'48" East, 355.00 feet, thru a central angle of 04°12'48", an arc length of 26.11 feet, whose chord bears North 63°56'37" East, 26.10 feet to a point of tangency;
13. Thence North 66°03'00" East, 57.85 feet;
14. Thence North 01°17'56" East, 35.93 feet;
15. Thence North 66°03'00" East, 32.62 feet, to the northeast corner of Tract B of said Maclachlan Subdivision Filing No. 2;

Thence North 66°03'00" East, 0.79 feet, on an extension of the northerly line of said Tract B to the westerly right-of-way line of State Highway No. 83 (AKA South Parker Road), said line also being the westerly line of the CDOT Parcel 59 Rev. described in Book 741 at Page 239;

Thence North 23°56'16" West, 238.21 feet, along westerly right-of-way line of said CDOT Parcel 59 Rev.;

Thence South 66°06'54" West, 51.46 feet;
Thence North 45°24'20" West, 109.52 feet;
Thence North 64°44'06" West, 193.03 feet;
Thence South 89°59'52" West, 484.96 feet;
Thence North 38°32'29" West, 23.24 feet;

Thence North $62^{\circ}36'49''$ West, 255.72 feet, to the Northeast Corner of a parcel described in a deed to the Board of County Commissioners of the County of Douglas recorded in Book 1180 at Page 881;

Thence South $00^{\circ}17'51''$ West, 614.67 feet, along the easterly line of said parcel, parallel with and 55.00 feet easterly of the west line of said Section 10 to the **POINT OF BEGINNING**.

Containing 8.3284 acres, or 362,783 square feet, more or less.

I hereby certify that the above legal description was prepared under my direct supervision.



WSSI JOB NO.: 9958-002.6

DATE: July 9, 2001

For and on Behalf of

WESTERN STATES SURVEYING, INC.

19029 East Plaza Drive, Suite 252

Parker, CO 80134

(303) 841-7436

Thomas F. Phalin, PLS 23516

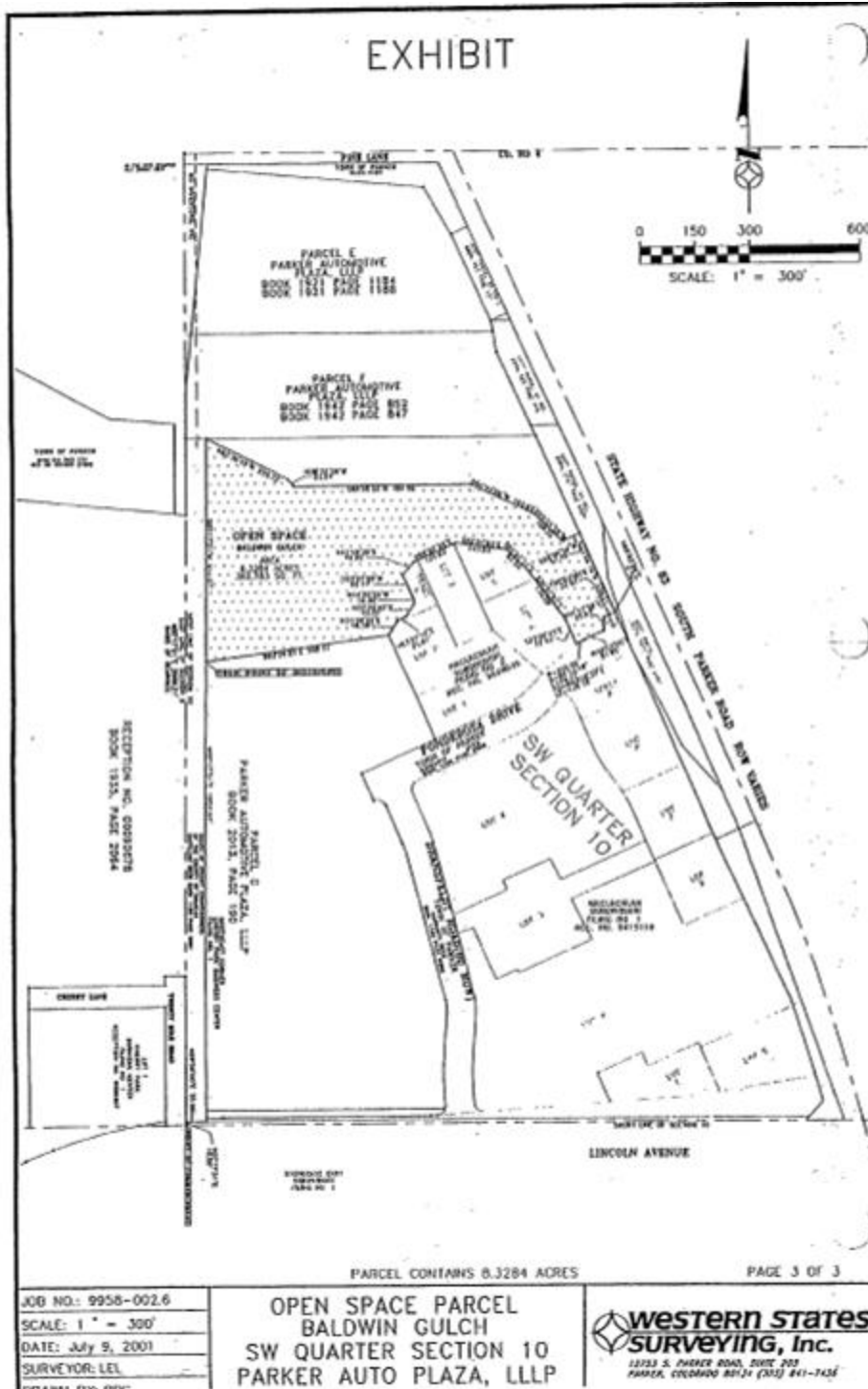


EXHIBIT E

EAST & WEST PARCELS, COMBINED- EXCEPTING BALDWIN GULCH OPEN SPACE

A parcel of land consisting of a portion of Lot 1, Block 1, Stonegate East Filing No. 1 as shown on plat recorded at Reception No. 8712189 of the Douglas County records, a portion of Lot 1, Cherry Park Business Center Filing No. 1 as shown on plat recorded at Reception No. 9500907, and all of that parcel described in a warranty deed to Parker Auto Plaza II, LLC recorded in Book 1935 at Page 2064, Reception No. 00090678 of the Douglas County records, said parcel is located in the Southeast Quarter of Section 9 and the Northeast Quarter of Section 16, Township 6 South, Range 66 West of the Sixth Principal Meridian, Douglas County, State of Colorado, together with a parcel of land consisting of all that parcel described in Book 1921 at Page 1184 and Book 1921 at Page 1188, all that parcel described in Book 1942 at Page 852 and Book 1942 at Page 847 and all that parcel described in Book 2013 at Page 190, all located in the Southwest Quarter of Section 10, Township 6 South, Range 66 West of the Sixth Principal Meridian, Douglas County, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the easterly line of the Southeast Quarter of said Section 9, being of an assumed bearing North 00°17'51" East, 2669.21 feet. Monumented by a 3.25" aluminum cap stamped "P.L.S 20966, 1997" at the northern terminus and by a 3.25" aluminum cap stamped "P.L.S 19003, 1999" at the southern terminus.

Commencing at the Southwest Corner of said Section 10;

- Thence North 00°17'51" East, 10.00 feet, along the westerly line of said Section 10, to the Northwest Corner of that Board of County Commissioners of the County of Douglas parcel described in Book 721 at Page 640 and the southwest corner of that Board of County Commissioners of the County of Douglas parcel described in Book 1180 at Page 0881;
- Thence North 89°56'00" East, 55.00 feet, along the northerly line of said parcel described in Book 721 at Page 640, parallel with and 10.00 feet northerly of the southerly line of said Section 10 to the southeast corner of that parcel described in Book 1180 at Page 0881, said point also being the Southwest Corner of that Town of Parker parcel described in Book 1186 at Page 0908;
- Thence North 00°17'51" East, 9.18 feet, parallel with and 55.00 feet easterly of the westerly line of said Section 10 and along the easterly line of said parcel described in Book 1180 at Page 0881, and the westerly line of said parcel described in Book 1186 at Page 0908 to the Northwest Corner thereof and the TRUE POINT OF BEGINNING, said point being the beginning of a non-tangent curve;
- Thence easterly, along the arc of a curve to the right, whose center bears South 02°05'15" East, 1320.00 feet, thru a central angle of 02°01'15", an arc length of 46.56 feet, whose chord bears North 88°55'21" East, 46.56 feet, along the northerly line of said parcel described in Book 1186 at Page 0908, to a point of tangency;
- Thence North 89°56'00" East, 574.13 feet; continuing along said northerly line, parallel with and 20' northerly of the southerly line of said Section 10 to a point on the northerly line of that parcel described in a warranty deed to the Board of County Commissioners of the County of Douglas recorded in Book 721 at Page 629;
- Thence North 85°55'45" East, 16.08 feet, continuing along said northerly line to a point of tangency, said point being the Southwest Corner of MacLachlan Subdivision Filing No. 1 as recorded at Reception number 9415118;
- Thence along the westerly line of MacLachlan Subdivision Filing No. 1 and the westerly right-of-way line of Dransfeldt Road the following ten (10) courses:
1. Thence easterly, along the arc of a curve to the left, whose center bears North 04°04'24" West, 25.00 feet, thru a central angle of 90°00'00", an arc length of 39.27 feet, whose chord bears North 40°55'36" East, 35.35 feet, to a point of tangency;
 2. Thence North 04°04'15" West, 72.03 feet, to a point of curvature;
 3. Thence northerly, along the arc of a curve to the right, whose center bears North 85°55'45" East, 280.00 feet, thru a central angle of 08°13'05", an arc length of 40.16 feet, whose chord bears North 00°02'17" East, 40.13 feet to a point of tangency;
 4. Thence North 04°08'50" East, 140.81 feet, to a point of curvature;
 5. Thence northerly, along the arc of a curve to the left, whose center bears North 85°51'10" West, 120.00 feet, thru a central angle of 18°49'43", an arc length of 39.43 feet, whose chord bears North 05°16'02" West, 39.26 feet to a point of tangency;
 6. Thence North 14°40'53" West, 409.89 feet, to a point of curvature;
 7. Thence northerly, along the arc of a curve to the left, whose center bears South 75°19'07" West, 220.00 feet, thru a central angle of 09°16'07", an arc length of 35.59 feet, whose chord bears North 19°18'57" West, 35.55 feet to a point of tangency;
 8. Thence North 23°57'00" West, 110.43 feet, to a point of curvature;

9. Thence northwesterly, along the arc of a curve in the left, whose center bears South 66°03'00" West, 25.00 feet, thru a central angle of 90°00'00", an arc length of 39.27 feet, whose chord bears North 68°57'00" West, 35.36 feet, to a point of non-tangency;
 10. Thence North 23°57'00" West, 80.00 feet, to the Northwest Corner of said MacLachlan Subdivision Filing No. 1 and the North line of Ponderosa Drive right-of-way;
- Thence North 66°03'00" East, 219.95 feet, along the northerly line of MacLachlan Subdivision Filing No. 1 to the Southwest Corner of the MacLachlan Subdivision Filing No. 2 as recorded at Reception number 9628035;
- Thence along the westerly, northerly, and easterly lines of MacLachlan Subdivision Filing No. 2 the following sixteen (16) courses:
1. Thence North 23°57'00" West, 309.52 feet;
 2. Thence North 33°20'29" East, 46.58 feet;
 3. Thence North 63°21'12" East, 25.91 feet;
 4. Thence North 32°34'42" East, 42.07 feet;
 5. Thence North 14°20'55" West, 16.30 feet;
 6. Thence North 23°57'00" West, 69.77 feet;
 7. Thence North 41°49'39" East, 46.92 feet;
 8. Thence North 66°02'59" East, 125.03 feet;
 9. Thence South 82°24'03" East, 141.03 feet;
 10. Thence South 44°51'11" East, 82.03 feet;
 11. Thence South 36°52'57" East, 170.09 feet;
 12. Thence South 23°56'49" East, 72.93 feet, to a point of non-tangent curvature;
 13. Thence northeasterly, along the arc of a curve to the right, whose center bears South 28°09'47" East, 355.00 feet, thru a central angle of 04°12'48", an arc length of 26.11 feet, whose chord bears North 63°56'37" East, 26.10 feet, to a point of non-tangency;
 14. Thence North 66°03'00" East, 57.85 feet;
 15. Thence North 01°17'56" East, 35.93 feet;
 16. Thence North 66°03'00" East, 32.62 feet, to the northeast corner of Tract B of said MacLachlan Subdivision Filing No. 2;
- Thence North 66°03'00" East, 0.79 feet, on an extension of the northerly line of said Tract B to the
- westerly right-of-way line of State Highway No. 83 (AKA South Parker Road), said line also being the westerly line of the CDOT Parcel 59 Rev. described in Book 741 at Page 239;
- Thence North 23°56'20" West, 533.99 feet, along the westerly right-of-way line to its intersection with southerly line of a parcel described in Book 121 at Page 190;
- Thence North 23°56'20" West, 32.86 feet, along said westerly right-of-way line to the Northwest Corner of said CDOT Parcel 59 Rev., said point also being the Southwest Corner of CDOT Parcel 56 Rev. as described in Book 743 at Page 709;
- Thence North 23°56'20" West, 225.26 feet, along the said westerly right of way line and the westerly line of said CDOT Parcel 56 Rev.;
- Thence North 10°49'51" West, 57.52 feet, continuing along said westerly right of way line and the westerly line of said CDOT Parcel 56 Rev. to the northerly line of said parcel described in Book 121 at Page 190, also being the southerly line of a parcel described in Book 966 at Page 212;
- Thence North 10°49'51" West, 30.67 feet, continuing along said westerly right of way line and the westerly line of said CDOT Parcel 56 Rev to the Northwest Corner thereof;
- Thence North 23°56'20" West, 264.14 feet, continuing along said westerly right of way line and the westerly line of said CDOT Parcel 55 Rev 2 as described in Book 923 at Page 121;
- Thence North 29°43'18" West, 148.87 feet, continuing along said westerly right of way line and the westerly line of said CDOT Parcel 55 Rev 2 to the Southeast Corner of a Town of Parker parcel described in Exhibit A, of Rule and Order to the Town of Parker recorded in Book 1203 at Page 2667;
- Thence North 84°24'17" West, 598.04 feet, along the southerly line of said parcel to the Southwest Corner thereof, said point is also on the westerly line of a parcel described in Book 102 at Page 206, from which the Northwest Corner of said parcel bears North 5°46'45" East, 14.08 feet;
- Thence South 05°46'45" West, 457.92 feet; along the westerly line of said parcel described in Book 102 at Page 206 to the Southwest Corner of said parcel described in Book 966 at Page 212, said point also being the Northwest Corner of said parcel described in Book 121 at Page 190;
- Thence South 05°46'45" West, 167.16 feet; along the westerly line of said parcel described in Book 102 at Page 206 to the west line of said Section 10 from which the Southwest Corner of said Section 10 bears South 00°17'51" West, 2003.02 feet;
- Thence South 00°17'51" West, 125.53 feet; along the west line of said parcel described in Book 102 at Page 206 and the west line of said Section 10 to the Southwest Corner of said parcel described in Book 121 at Page 190;

Thence South $00^{\circ}17'51''$ West, 212.01 feet, continuing along said west line, to the Northeast Corner of that parcel described in Book 1935 at Page 2064 of the Douglas County records;

Thence North $83^{\circ}57'09''$ West, 1369.56 feet, to the northeasterly corner of a parcel described in a deed to the Town of Parker recorded in Book 1304 at Page 238 of the Douglas County records;

Thence continuing along the easterly line of that parcel described in Book 1304 at Page 238 the following nine (9) courses:

1. Thence South $00^{\circ}58'38''$ West, 117.70 feet;
2. Thence South $09^{\circ}22'17''$ East, 225.85 feet;
3. Thence South $37^{\circ}24'45''$ East, 242.21 feet;
4. Thence South $04^{\circ}30'40''$ East, 316.43 feet;
5. Thence South $13^{\circ}45'22''$ West, 126.49 feet;
6. Thence South $12^{\circ}00'58''$ West, 207.37 feet;
7. Thence South $16^{\circ}23'09''$ West, 367.51 feet;
8. Thence South $32^{\circ}17'02''$ West, 90.34 feet;
9. Thence South $28^{\circ}00'16''$ West, 242.02 feet, to a point on the southerly line of said Section 9 and the southerly corner of that parcel described at Book 1304 at Page 238 from which the Southeast Corner of said Section 9 bears North $89^{\circ}43'57''$ East, 1485.31 feet;

Thence North $89^{\circ}43'57''$ East, 62.62 feet along the southerly line of said Section 9 to the Northwest Corner of said Lot 1, Block 1, Stonegate East Filing No. 1;

Thence along the westerly line of said Lot 1 the following twenty-one (21) courses:

1. Thence South $40^{\circ}25'55''$ West, 19.48 feet;
2. Thence South $78^{\circ}34'39''$ West, 58.85 feet;
3. Thence South $27^{\circ}16'01''$ East, 15.43 feet;
4. Thence South $22^{\circ}23'26''$ West, 25.67 feet;
5. Thence South $04^{\circ}22'26''$ East, 64.60 feet;
6. Thence South $28^{\circ}19'00''$ West, 55.31 feet;
7. Thence South $10^{\circ}35'26''$ East, 21.60 feet;
8. Thence South $79^{\circ}00'04''$ West, 32.07 feet;
9. Thence South $34^{\circ}56'18''$ West, 72.68 feet;
10. Thence South $07^{\circ}01'51''$ West, 47.44 feet;
11. Thence South $51^{\circ}38'01''$ East, 22.77 feet;
12. Thence South $29^{\circ}03'27''$ West, 19.05 feet;
13. Thence South $10^{\circ}28'48''$ East, 29.18 feet;
14. Thence South $27^{\circ}31'05''$ East, 39.67 feet;
15. Thence South $54^{\circ}06'30''$ West, 51.05 feet;
16. Thence South $00^{\circ}39'26''$ West, 51.56 feet;
17. Thence South $38^{\circ}39'34''$ East, 34.50 feet;
18. Thence North $81^{\circ}20'48''$ East, 38.07 feet;
19. Thence South $21^{\circ}37'18''$ East, 23.28 feet;
20. Thence South $73^{\circ}38'29''$ West, 70.87 feet;
21. Thence South $01^{\circ}44'46''$ East, 28.42 feet, to the Southwest Corner of said Lot 1;

Thence along the southerly line of said Lot 1 the following two (2) courses:

1. Thence North $75^{\circ}07'51''$ East, 503.34 feet, to a point of curvature;
2. Thence easterly, along the arc of a curve to the left, whose center bears North $14^{\circ}52'09''$ West, 1237.57 feet, thru a central angle of $06^{\circ}47'06''$, an arc length of 146.55 feet, whose chord bears North $71^{\circ}44'18''$ East, 146.47 feet, to the Southwest Corner of Lincoln Avenue Right-of-way Parcel RW-8NW as described in the Agreement for Possession and Use as recorded in Book 1544 at Page 888 of the Douglas County records and a point of non-tangent curvature;

Thence along the northwesterly line of said Parcel RW-8NW the following three (3) courses:

1. Thence northeasterly, along the arc of a curve to the left, whose center bears North $25^{\circ}37'25''$ West, 1200.00 feet, thru a central angle of $06^{\circ}34'05''$, an arc length of 137.56 feet, whose chord bears North $61^{\circ}05'33''$ East, 137.49 feet to a point of tangency;
2. Thence North $57^{\circ}48'30''$ East, 301.74 feet, to a point of curvature;
3. Thence northeasterly, along the arc of a curve to the right, whose center bears South $32^{\circ}11'30''$ East, 1320.00 feet, thru a central angle of $08^{\circ}08'11''$, an arc length of 187.45 feet, whose chord bears North $61^{\circ}52'36''$ East, 187.29 feet, to a point on the southerly line of said Lot 1 and the northeasterly corner of said Parcel RW-8NW and a point of non-tangent curvature;

Thence northeasterly, along the southerly line of said Lot 1, along the arc of a curve to the right, whose center bears South $24^{\circ}30'12''$ East, 1049.31 feet, thru a central angle of $04^{\circ}22'11''$, an arc length of 80.03 feet, whose chord bears North $67^{\circ}40'53''$ East, 80.01 feet, to the westerly corner of the Lincoln Avenue right-of-

way Parcel RW-8NE as described in Book 1544 at Page 888 of the Douglas County records, and a point of non-tangent curvature;
Thence easterly, along the northerly line of said Parcel RW-8NE, along the arc of a curve to the right, whose center bears South $20^{\circ}34'55''$ East, 1320.00 feet, thru a central angle of $10^{\circ}24'45''$, an arc length of 239.89 feet, whose chord bears North $74^{\circ}37'28''$ East, 239.56 feet, to the easterly corner thereof and a point on the northerly line of Section 16 and a point of non-tangent curvature, from which the Northeast Corner of Section 16 bears North $89^{\circ}43'57''$ East, 129.57 feet;
Thence North $89^{\circ}43'57''$ East, 0.05 feet, to the westerly corner of Lincoln Avenue Right-of-Way Parcel RW-15 as described in Book 1565 at Page 624 of the Douglas County records, and a point of non-tangent curvature;
Thence easterly, along the northerly line of said Parcel RW-15, along the arc of a curve to the right, whose center bears South $10^{\circ}09'56''$ East, 1320.00 feet, thru a central angle of $03^{\circ}16'25''$, an arc length of 75.41 feet, whose chord bears North $81^{\circ}28'17''$ East, 75.40 feet, to a point on the east line of said Lot 1 Cherry Park Business Center Filing No. 1 and the Northeast Corner of said right of way parcel from which the Southeast Corner of said Lot 1 bears South $00^{\circ}17'51''$ West, 10.84 feet;
Thence South $00^{\circ}17'51''$ West, 10.84 feet;
Thence North $89^{\circ}43'57''$ East, 55.00 feet, to the **POINT OF BEGINNING**.

EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land lying within Section 10, Township 6 South, Range 66 West of the Sixth Principal Meridian, Douglas County, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the easterly line of the Southeast Quarter of said Section 9, being of an assumed bearing North $00^{\circ}17'51''$ East, 2669.21 feet. Monumented by a 3.25" aluminum cap stamped "PLS 20966, 1997" at the northern terminus and by a 3.25" aluminum cap stamped "PLS 19003, 1999" at the southern terminus.

Commencing at the Southwest Corner of said Section 10;
Thence North $00^{\circ}17'51''$ East, 10.00 feet, along the westerly line of said Section 10, to the Northwest Corner of that Board of County Commissioners of the County of Douglas parcel described in Book 721 at Page 640 and the southwest corner of that Board of County Commissioners of the County of Douglas parcel described in Book 1180 at Page 0881;
Thence North $89^{\circ}56'00''$ East, 55.00 feet, along the northerly line of said parcel described in Book 721 at Page 640, parallel with and 10.00 feet northerly of the southerly line of said Section 10 to the southeast corner of a said parcel described in a Book 1180 at Page 0881 said point also being the Southwest Corner of that Town of Parker parcel described in Book 1186 at Page 0908;
Thence North $00^{\circ}17'51''$ East, 1252.52 feet, along the easterly line of said parcel described in Book 1180 at Page 881, parallel with and 55.00 feet easterly of the west line of said Section 10 to the **TRUE POINT OF BEGINNING**;
Thence North $82^{\circ}29'03''$ East, 508.71 feet, to the Northwest Corner Lot 2 of the MacLachlan Subdivision Filing No. 2 as recorded at Reception number 9628035;
Thence along the westerly, northerly, and easterly lines of MacLachlan Subdivision Filing No. 2 the following fifteen (15) courses:
1. Thence North $33^{\circ}20'29''$ East, 46.58 feet;
2. Thence North $63^{\circ}21'12''$ East, 25.91 feet;
3. Thence North $32^{\circ}34'42''$ East, 42.07 feet;
4. Thence North $14^{\circ}20'55''$ West, 16.30 feet;
5. Thence North $23^{\circ}57'00''$ West, 69.77 feet;
6. Thence North $41^{\circ}49'39''$ East, 46.92 feet;
7. Thence North $66^{\circ}02'59''$ East, 125.03 feet;
8. Thence South $82^{\circ}24'03''$ East, 141.03 feet;
9. Thence South $44^{\circ}51'11''$ East, 82.03 feet;
10. Thence South $36^{\circ}52'57''$ East, 170.09 feet;
11. Thence South $23^{\circ}56'49''$ East, 72.93 feet, to a point of non-tangent curvature;
12. Thence northeasterly, along the arc of a curve to the right, whose center bears South $28^{\circ}09'48''$ East, 355.00 feet, thru a central angle of $04^{\circ}12'48''$, an arc length of 26.11 feet, whose chord bears North $63^{\circ}56'37''$ East, 26.10 feet to a point of tangency;
13. Thence North $66^{\circ}03'00''$ East, 57.85 feet;
14. Thence North $01^{\circ}17'56''$ East, 35.93 feet;
15. Thence North $66^{\circ}03'00''$ East, 32.62 feet, to the northeast corner of Tract B of said MacLachlan Subdivision Filing No. 2;

Thence North 66°03'00" East, 0.79 feet, on an extension of the northerly line of said Tract B to the westerly right-of-way line of State Highway No. 83 (AKA South Parker Road), said line also being the westerly line of the CDOT Parcel 59 Rev. described in Book 741 at Page 239;
Thence North 23°56'16" West, 238.21 feet, along westerly right-of-way line of said CDOT Parcel 59 Rev.;
Thence South 66°06'54" West, 51.46 feet;
Thence North 45°24'20" West, 109.52 feet;
Thence North 64°44'06" West, 193.03 feet;
Thence South 89°59'52" West, 484.96 feet;
Thence North 38°32'29" West, 23.24 feet; Page 5 of 5 Page 5 of 5
Thence North 62°36'49" West, 255.72 feet, to the Northeast Corner of a parcel described in a deed to the Board of County Commissioners of the County of Douglas recorded in Book 1180 at Page 881;
Thence South 00°17'51" West, 614.67 feet, along the easterly line of said parcel, parallel with and 55.00 feet easterly of the west line of said Section 10 to the **POINT OF BEGINNING**.

Net area: Containing 96.0224 Acres or 4,182,736 square feet, more or less.

I hereby certify that the above legal description was prepared under my direct supervision.



WSSI JOB NO.: 9958-002.6
DATE: July 9, 2001
For and on Behalf of
WESTERN STATES SURVEYING.
12753 S. Parker Road, Suite 205
Parker, CO 80134
(303) 841-7436
Thomas F. Phalin, PLS 23516

Exhibit B:

Development Plan

I, the undersigned, being of the county, township, and jurisdiction of the State of Colorado, do hereby certify that the foregoing is a true and correct copy of the original plan as filed in my office on this day of _____, 2001.

By _____
 Notary Public

By _____
 Notary Public

By _____
 Notary Public

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PARKER AUTO PLAZA-DEVELOPMENT PLAN

A PART OF THE SW 1/4 SECTION 10
 TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6th P.M.,
 DOUGLAS COUNTY, STATE OF COLORADO
 111 ACRES



VICINITY MAP

SCALE: 1"=1000'

DATE: 12/12/01

BY: _____

NOTARY PUBLIC

STATE OF COLORADO

DOUGLAS COUNTY

TOWNSHIP 6 SOUTH

RANGE 66 WEST

SECTION 10

ACRES

DATE: 12/12/01

BY: _____

NOTARY PUBLIC

STATE OF COLORADO

DOUGLAS COUNTY

TOWNSHIP 6 SOUTH

RANGE 66 WEST

SECTION 10

ACRES

DATE: 12/12/01

BY: _____

NOTARY PUBLIC

STATE OF COLORADO

DOUGLAS COUNTY

TOWNSHIP 6 SOUTH

RANGE 66 WEST

SECTION 10

ACRES

DATE: 12/12/01

BY: _____

NOTARY PUBLIC

STATE OF COLORADO

DOUGLAS COUNTY

TOWNSHIP 6 SOUTH

RANGE 66 WEST

SECTION 10

ACRES

DATE: 12/12/01

BY: _____

NOTARY PUBLIC

STATE OF COLORADO

DOUGLAS COUNTY

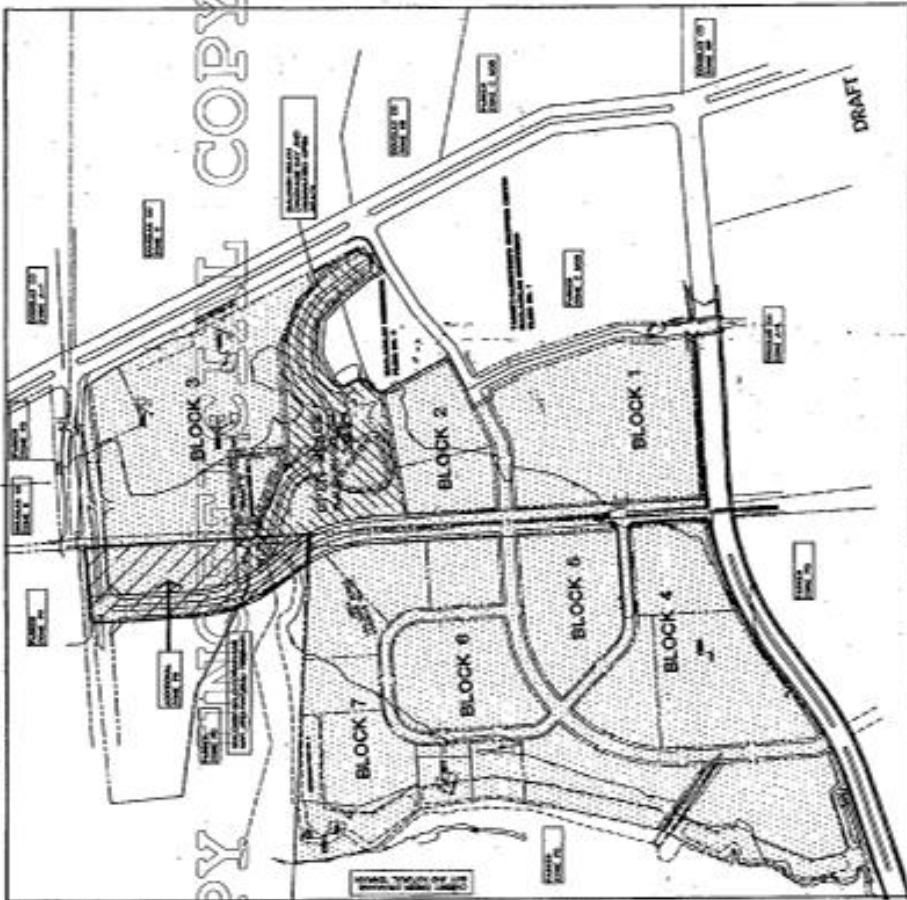
CMA

CONCEPTS WEST ARCHITECTURAL
 300 E. CHRYSTIE ST. SUITE 100
 DENVER, CO 80202

PARKER AUTO PLAZA

Concepts West, Inc.
 300 E. CHRYSTIE ST. SUITE 100
 DENVER, CO 80202

1
 of 2



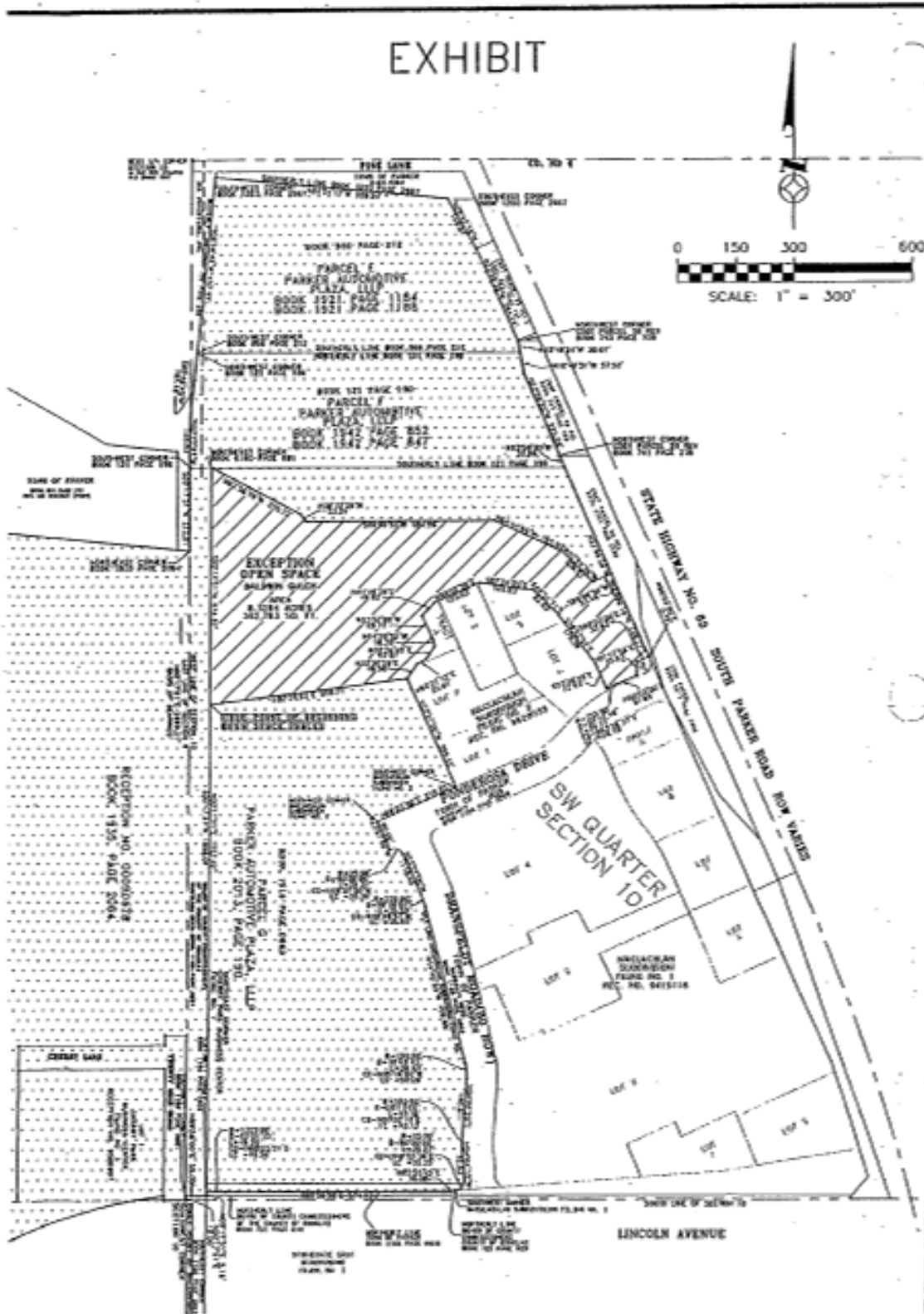
DEVELOPMENT PLAN
 SCALE: 1"=200'

FOR PARKER AUTO PLAZA, LLP
 PREPARED BY:
 CONCEPTS WEST ARCHITECTURAL
 300 E. CHRYSTIE ST. SUITE 100
 DENVER, CO 80202

DATE: 12/12/01

CLARK & RECORDERS CERTIFICATE

NATURE BLOCK BY OWNER



ORDINANCE NO. 3.193.6, Series of 2021

TITLE: A BILL FOR AN ORDINANCE AMENDING THE PARKER AUTO PLAZA DEVELOPMENT GUIDE PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE

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

Section 1. Finding of Fact.

a. Application has been made for rezoning the Parker Auto Plaza Planned Development as described in Ordinance No. 3.193, Series of 2002, for the property described in the attached **Exhibit A**, within the Town of Parker, Colorado, (the “Property”), pursuant to Town of Parker Land Development Ordinance.

a. Public notice has been given of such rezoning by publication on the Town of Parker’s website, at least fifteen (15) days prior to the public hearing of such rezoning.

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

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

e. The factors contained in Section 13.04.240(b)(6)(f) of the Parker Land Development Ordinance for rezoning of the Property have been satisfied.

Section 2. Subsection I.B. of the Parker Auto Plaza Development Guide is hereby amended by the addition of a definition for “Automotive Repair, Major: An establishment primarily engaged in providing vehicle repair, body work, mechanical repair of engines and drive trains, and/or painting.”

Section 3. Subsection III.B. of the Parker Auto Plaza Development Guide is hereby amended to add a new subparagraph 2)c. to provide: “2)c. Automotive Repair, Major.”

Section 4. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change to the Property.

Section 5. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue pursuant to the provisions of Ordinance No. 3.65.1 of the Town of Parker.

Section 6. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare.

The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 7. 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 8. 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, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

Legal Description

LOT 1 BLOCK 3, PARKER AUTO PLAZA FILING NO. 1, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 3, PARKER AUTO PLAZA FILING NO. 1 AS RECORDED AT RECEPTION NO. 2004113377 OF THE DOUGLAS COUNTY RECORDS;

THENCE FOLLOWING THE BOUNDARY OF SAID LOT 1 THE FOLLOWING TWENTY-TWO (22) COURSES:

1. NORTH 89°55'03" EAST, 105.03 FEET TO A POINT OF TANGENT CURVATURE;
2. EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, THE RADIAL LINE TO THE CENTER POINT BEARS NORTH 00°04'57" WEST A RADIUS OF 5,785.00 FEET, THRU A CENTRAL ANGLE OF 05°27'44", AN ARC LENGTH OF 551.51 FEET, WHOSE CHORD BEARS NORTH 87°11'11" EAST A LENGTH OF 551.29 FEET;
3. SOUTH 05°32'41" EAST, 7.00 FEET TO A POINT OF NONTANGENT CURVATURE;
4. EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS SOUTH 05°32'41" EAST, A RADIUS OF 153.00 FEET, THRU A CENTRAL ANGLE OF 44°14'53", AN ARC LENGTH OF 118.16 FEET, WHOSE CHORD BEARS SOUTH 73°25'14" EAST A LENGTH OF 115.24 FEET;
5. SOUTH 29°43'18" EAST, 66.60 FEET;
6. SOUTH 23°56'20" EAST, 264.14 FEET;
7. SOUTH 10°49'51" EAST, 88.19 FEET;
8. SOUTH 23°56'20" EAST, 553.91 FEET;
9. SOUTH 66°06'54" WEST, 51.46 FEET;
10. NORTH 45°24'20" WEST, 109.52 FEET;
11. NORTH 64°44'06" WEST, 193.03 FEET;
12. SOUTH 89°59'52" WEST, 417.86 FEET;
13. NORTH 00°00'08" WEST, 240.75 FEET;
14. NORTH 89°42'09" WEST, 404.78 FEET;
15. NORTH 00°17'51" EAST, 25.00 FEET;
16. NORTH 89°42'09" WEST, 136.54 FEET TO A POINT OF NONTANGENT CURVATURE;
17. NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS NORTH 72°03'06" EAST, A RADIUS OF 625.00 FEET, THRU A CENTRAL ANGLE OF 05°51'30", AN ARC LENGTH OF 63.90 FEET, WHOSE CHORD BEARS NORTH 15°01'09" WEST A LENGTH OF 63.88 FEET;
18. SOUTH 86°37'09" WEST, 6.07 FEET TO A POINT OF NONTANGENT CURVATURE;
19. NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS NORTH 77°59'36" EAST, A RADIUS OF 631.00 FEET, THRU A CENTRAL ANGLE OF 17°27'40", AN ARC LENGTH OF 192.30 FEET, WHOSE CHORD BEARS NORTH 03°16'34" WEST A LENGTH OF 191.56 FEET;
20. NORTH 05°27'16" EAST, 123.41 FEET TO A POINT OF NONTANGENT CURVATURE;
21. NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS SOUTH 84°33'45" EAST, A RADIUS OF 132.96 FEET, THRU A CENTRAL ANGLE OF 84°26'53", AN ARC LENGTH OF 196.05 FEET, WHOSE CHORD BEARS NORTH 47°40'43" EAST A LENGTH OF 178.76 FEET;
22. NORTH 00°04'57" WEST, 2.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS (694,869 SQUARE FEET) 15.9520 ACRES, MORE OR LESS.



Request for Town Council Action

Date: November 1, 2021

Submitted By: Randy Sale, Chief Building Official
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **BUILDING CODE UPDATES**
Department: Community Development, Randy Sale
Second Reading: November 15, 2021

EXECUTIVE SUMMARY

The Town amends the Building Code on a three-year cycle to ensure that proposed construction projects are reviewed and approved using the most current standards in the field. The proposed updates are a best practice and ensure that all construction is approved using the most current standards for life and fire safety, as well as the structural integrity of buildings. The proposed Building Code amendments will apply uniformly to the administration of all the technical codes related to building and construction.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The proposed Building Code updates may be summarized as follows:

2020 National Electric Code

Internationally, Building Code Officials recognize the need for a modern up-to-date electrical code addressing design and installation of electrical systems. The 2020 NFPA 70: National Electrical Code edition is designed to meet those needs through model code regulations that safeguard public health and safety in all communities.

The NFPA 70: National Electrical Code provides many benefits, including the model code development process, which uses an open consensus-based environment. All NFPA codes and standards are developed and periodically reviewed by approximately 7,000 volunteer committee members with a wide range of professional expertise. This comprehensive electrical code establishes minimum regulations for electrical systems using practical safeguarding of persons and property from hazards arising from the use of electricity.

2021 Administrative Code

Historically, each Building Code element has had its own administrative section. As in the past,

Parker has created its own administrative code for building and construction tailored to fit the Town of Parker. This unifies all the individual administrative sections into one (1) document which can then be applied uniformly to all the technical codes.

2021 International Codes

The *International Codes*®, in the 2021 edition, is designed to meet Model Code regulations that safeguard public health, safety and the general welfare in all communities.

These comprehensive Codes establish minimum regulations for all building systems using prescriptive and performance-related provisions. They are founded on broad-based principles that make possible the use of new materials and new designs. The 2021 Code editions are fully compatible with all the *International Codes* (I-Codes) published by the International Code Council (ICC), including the *International Building Code*®, *International Residential One and Two-Family Dwellings Code*®, *International Energy Conservation Code*®, *International Fire Code*®, *International Fuel Gas Code*®, *International Mechanical Code*®, *International Plumbing Code*®, *International Existing Building Code*®, and the *International Swimming Pool and Spa Code*®.

The *International Code*® provisions provide many benefits, among which is the Model Code development process that offers an international forum for building professionals to discuss life and fire safety as well as related code requirements. This forum provides an excellent arena to evaluate proposed revisions. The Model Code also encourages international consistency in the application of provisions.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 4.85.5
2. Ordinance No. 4.89.7
3. Ordinance No. 4.91.7
4. Ordinance No. 4.92.6
5. Ordinance No. 4.93.6
6. Ordinance No. 4.94.5
7. Ordinance No. 4.95.5
8. Ordinance No. 4.96.5
9. Ordinance No. 4.97.5
10. Ordinance No. 4.101.6
11. Ordinance No. 4.105.3
12. Ordinance No. 4.106.3

RECOMMENDED MOTION

I move to approve Ordinance No. 4.85.5 on first reading and to schedule second reading for 11/15/2021, as part of the consent agenda.

I move to approve Ordinance No. 4.89.7 on first reading and to schedule second reading for 11/15/2021, as part of the consent agenda.

I move to approve Ordinance No. 4.91.7 on first reading and to schedule second reading for 11/15/2021 as part of the consent agenda.

I move to approve Ordinance No. 4.92.6 on first reading and to schedule second reading for 11/15/2021 as part of the consent agenda.

I move to approve Ordinance No. 4.93.6 on first reading and to schedule second reading for 11/15/2021, as part of the consent agenda.

I move to approve Ordinance No. 4.94.5 on first reading and to schedule second reading for 11/15/2021, as part of the consent agenda.

I move to approve Ordinance No. 4.95.5 on first reading and to schedule second reading for 11/15/2021, as part of the consent agenda.

I move to approve Ordinance No. 4.96.5 on first reading and to schedule second reading for 11/15/2021, as part of the consent agenda.

I move to approve Ordinance No. 4.97.5 on first reading and to schedule second reading for 11/15/2021, as part of the consent agenda.

I move to approve Ordinance No. 4.101.6 on first reading and to schedule second reading for 11/15/2021, as part of the consent agenda.

I move to approve Ordinance No. 4.105.3 on first reading and to schedule second reading for 11/15/2021, as part of the consent agenda.

I move to approve Ordinance No. 4.103.3 on first reading and to schedule second reading for 11/15/2021, as part of the consent agenda.

ORDINANCE NO. 4.85.5, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.05.020, 11.05.050, 11.05.060 AND 11.05.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER ELECTRICAL CODE

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

Section 1. Section 11.05.020 of the Parker Municipal Code is amended to read as follows:

11.05.020 National Electrical Code adopted.

Pursuant to Title 31, Article 16, Part 2, C.R.S., the National Electrical Code, ~~2017~~**2020** Edition, as published by the National Fire Protection Association, One Batterymarch Park, Quincy, MA 02269, is hereby adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.05.050 of the Parker Municipal Code is amended to read as follows:

11.05.050 Amendments.

The National Electrical Code, as adopted by this Chapter, is hereby amended as follows (article numbers correspond with those in the National Electrical Code):

(1) Delete the definition **Location, Dry** in its entirety and replace with:

“Location, Dry. A location not normally subject to dampness or wetness. A location classified as dry will have all exterior openings sealed from the weather and the roofing shall be complete or sealed in a manner acceptable to the Parker Building Official.”

(2) Amend Article 110.26(A)(3), Height of Working Space, by the addition of a new subparagraph (1) and Informational note to read:

“The width of the working space shall include the wall space at the equipment.”

“Informational note: Increasingly, wall space above and below service equipment is used for cable, satellite, phone and other type of equipment. This leads to problems when additions to the service equipment are required.”

~~(3) Amend Figure 210.52(C)(1) by revising the description to read:~~

~~“Determination of area behind sink. Small appliance outlets are not allowed behind a cooking appliance.”~~

~~(4)~~(3) Amend Article 210.52(B)(3), Kitchen Receptacle Requirements, by the addition of a new subparagraph (1) to read:

“There shall be no more than four (4) receptacle outlet openings on a residential kitchen small appliance branch circuit.”

~~(5)~~(4) Amend Article 220.14(I), Receptacle Outlets, by the addition of a new subparagraph (1) to read:

“For dwellings, general purpose receptacle outlets. The number of receptacle outlets per circuit shall not exceed ten (10) on a 15-ampere circuit or thirteen (13) on a 20-ampere circuit.”

~~(6)~~(5) Amend Article 230.70(A), Location, by the addition of a new subparagraph (1) to read:

“Service disconnecting means shall be located so that the height to the center of the operating handle shall not be less than ~~4-3 feet 6 inches (1219 1066 mm)~~ and not more than 6 feet 7 inches (2.0 m) above the floor or finish grade, except as installed in freestanding or building-type switchgear built to the National Electrical Manufacturers Association's specifications. When necessary to install tiered metering on multifamily dwellings, it shall be permissible to vary the heights of the disconnecting means within 2 feet 6 inches to 6 feet 6 inches (762 mm to 2.0 m) above finished grade.”

Section 3. Section 11.05.060 of the Parker Municipal Code is amended to read as follows:

11.05.060 Violation; penalty.

In addition to the penalty provisions contained in the Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.05.080 of the Parker Municipal Code is amended to read as follows:

11.05.080 Effective date.

The ordinance codified in this Chapter shall take effect on **January 1, 2018**~~22~~.

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

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

Section 7. This Ordinance shall become effective ten (10) days after final publication.

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.89.7, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 11.01.030, 11.01.060 AND 11.01.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER ADMINISTRATIVE CODE

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

Section 1. Section 11.01.030 of the Parker Municipal Code is amended to read as follows:

11.01.030 Parker Administrative Code adopted.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the Parker Administrative Code, ~~May 2020~~ November 2021 Edition, as published by the Town of Parker, Colorado, 20120 E. Mainstreet, Parker, CO 80138-7344, is adopted by reference and incorporated into this Chapter as though fully set forth herein. The Parker Administrative Code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.01.060 of the Parker Municipal Code is amended to read as follows:

11.01.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Administrative Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 3. Section 11.01.080 of the Parker Municipal Code is amended to read as follows:

11.01.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, 20~~19~~22.

Section 4. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this

Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 5. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 6. 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, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.91.7, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.02.020, 11.02.050, 11.02.060 AND 11.02.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER RESIDENTIAL CODE FOR ONE- AND TWO-FAMILY DWELLINGS BUILDING CODE

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

Section 1. Section 11.02.020 of the Parker Municipal Code is amended to read as follows:

11.02.020 International Residential Code adopted.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the International Residential Code for One- and Two-Family Dwellings, ~~2018~~21 Edition, as published by the International Code Council, ~~Inc.~~, (ICC), ~~4051 W. Flossmoor Road, Country Club Hills, IL 60478~~ 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, is adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.02.050 of the Parker Municipal Code is repealed in its entirety and readopted to read as follows:

11.02.050 Amendments.

The International Residential Code for One- and Two-Family Dwellings, as adopted by this Chapter, is amended as follows (section numbers correspond with those in the International Residential Code for One- and Two-Family Dwellings):

(1) Delete Appendix Chapters AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AN, AO, AP, AQ, AR, AS, and AT, AU, AV, and AW.

(2) Amend Section R101.1, Title, to read:

"R101.1 Title. These provisions shall be known as the Parker Residential Code for One- and Two-Family Dwellings Building Code, and shall be cited as such and will be referred to herein as this 'code.'"

(3) Sections R101.2, Scope, and R101.3, Intent, remain unchanged

(4) The remainder of Chapter 1 of the code, entitled "Scope and Administration," is deleted in its entirety (see Parker Administrative Code contained in Chapter 11.01 of the Parker Municipal Code).

(5) Amend Section R202, Definitions, to add two new definitions to read:

"*Building face*. The outer most point of the wall cladding, exclusive of door, window trim or similar exterior trim.

"*Secondary Family Space*. A secondary *Dwelling Unit* located inside a single-family, detached dwelling whose occupants and the occupants of the principal dwelling unit live together as a single-household unit and which is neither rented nor locked off from the principal dwelling unit. This is not an accessory dwelling unit."

(6) Amend Section R202, Fire separation distance, to read:

"*Fire separation distance*. The distance measured from the *building face* to one of the following: . . ."

The remainder of the Section remains unchanged.

(7) Delete Table R301.2(1), Climatic and Geographic Design Criteria, including footnotes, and replace with:

TABLE R301.2

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

<u>GROUND SNOW LOAD^o</u>	<u>WIND DESIGN</u>				<u>SEISMIC DESIGN CATEGORY^f</u>	<u>SUBJECT TO DAMAGE FROM</u>			<u>ICE BARRIER UNDERLAYMENT REQUIRED^b</u>	<u>FLOOD HAZARDS^e</u>	<u>GROUND SNOW LOAD^o</u>	<u>AIR FREEZING INDEXⁱ</u>	<u>MEAN ANNUAL TEMP^j</u>
	<u>Speed^d (mph)</u>	<u>Topogra- phic effects^k</u>	<u>Special wind region^l</u>	<u>Windborne debris zone^m</u>		<u>Weatherin- g^a</u>	<u>Frost line depth^b</u>	<u>Termiteⁿ</u>					
30 psf	115	No	No	No	B	SEVERE	36 "	Slight to Modera- te	NO	Adpoted 9/30/2005 Class 7 IP# 080310	30 psf	867	48.1° F
<u>MANUAL J DESIGN CRITERIA^a</u>													
<u>Elevation</u>	<u>Altitude correction factor^c</u>		<u>Coincident wet bulb</u>	<u>Indoor winter design dry-bulb temperature</u>	<u>Indoor winter design dry-bulb temperature</u>	<u>Outdoor winter design dry-bulb temperature</u>		<u>Elevation</u>	<u>Heating temperature difference</u>				
5900	0.832		59	70° F	70° F	-3° F		5900	73° F				
<u>Latitude</u>	<u>Daily range</u>		<u>Indoor summer design relative humidity</u>	<u>Indoor winter design relative humidity</u>	<u>Indoor summer design dry-bulb temperature</u>	<u>Outdoor summer design dry-bulb temperature</u>		<u>Latitude</u>	<u>Cooling temperature difference</u>				
40	H		30%	50%	75° F	90° F		40	15° F				

a. Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from Figure R301.2(1). The grade of masonry units shall be determined from ASTM C34, ASTM C55, ASTM C62, ASTM C73, ASTM C90, ASTM C129, ASTM C145, ASTM C216 or ASTM C652.

b. Where the frost line depth requires deeper footings than indicated in Figure R403.1(1), the frost line depth strength required for weathering shall govern. The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

- d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(2). Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
- e. The jurisdiction shall fill in this section of the table to establish the design criteria using Table 10A from ACCA Manual J or established criteria determined by the jurisdiction.
- f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
- g. The jurisdiction shall fill in this part of the table with: the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas); and the title and date of the currently effective Flood Insurance Study or other flood hazard study.
- h. In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."
- i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99 percent) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."
- j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."
- k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- l. In accordance with Figure R301.2(2), where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- m. In accordance with Section R301.2.1.2 the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.
- o. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in Figures R301.2(3) and R301.2(4).

**"Table R301.2(1)
Climatic and Geographic Design Criteria**

~~o. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in Figures R301.2(3) and R301.2(4).~~

Ground Snow Load	"WIND DESIGN				Seismic Design Category ^e	SUBJECT TO DAMAGE FROM			Winter Design Temp ⁱ	Ice Barrier Underlayment Required ^j	Flood Hazards ^k	Air Freezing Index ^l	Mean Annual Temp ^m
	Speed ^a (mph)	Topographic Effects ^b	Special wind region ^c	Wind- borne debris zone ^d		Weathering ^f	Frost Line Depth ^g	Termite ^h					
30 lbs.	115	NO	NO	NO	B	SEVERE	36"	Slight to Moderate	-3°F	NO	Adopted 9/30/2005 Class 7-IP# 080310	867	48.1°F

MANUAL J DESIGN CRITERIA							
Elevation	Latitude	Winter heating	Summer cooling	Altitude corrections factor	Indoor design temperature	Design temperature cooling	Heating temperature difference
5900	40	(-3)	90	0.832	70	75	73
Cooling temperature difference	Wind velocity heating	Wind velocity cooling	Coincident wet bulb	Daily range	Winter humidity	Summer humidity	-
45	45	7.5	59	H	30%	50%	-

~~"For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.~~

~~"a — The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(4)A]. Wind exposure category shall be determined on a site specific basis in accordance with Section R301.2.1.4.~~

- ~~"b In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed up effects, the jurisdiction shall fill in this part of the table with 'YES.' Otherwise, the jurisdiction shall indicate 'NO' in this part of the table.~~
- ~~"c In accordance with Figure R301.2(4)A, where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with 'YES' and identify any specific requirements. Otherwise, the jurisdiction shall indicate 'NO' in this part of the table.~~
- ~~"d In accordance with Section R301.2.1.2.1, the jurisdiction shall indicate the wind borne debris wind zone(s). Otherwise, the jurisdiction shall indicate 'NO' in this part of the table.~~
- ~~"e The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.~~
- ~~"f Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., 'negligible,' 'moderate' or 'severe') for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.~~
- ~~"g The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.~~
- ~~"h The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.~~
- ~~"i The outdoor design dry bulb temperature shall be selected from the columns of 97½% values for winter from Appendix D of the International Plumbing Code. Deviations from the Appendix D temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.~~
- ~~"j In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with 'YES.' Otherwise, the jurisdiction shall fill in this part of the table with 'NO.'~~
- ~~"k The jurisdiction shall fill in this part of the table with: (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas); (b) the date(s) of the Flood Insurance Study; and (c) the panel numbers and dates of all currently effective FIRMs and FBFMs or other flood hazard map adopted by the authority having jurisdiction, as amended.~~
- ~~"l The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF days) from Figure R403.3(2) or from the 100-year (99%) value on the National Climatic Data Center data table 'Air Freezing Index - USA Method (Base 32°F).'~~
- ~~"m The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table 'Air Freezing Index - USA Method (Base 32°F).'~~
- ~~"n The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.~~

(8) Delete Table R302.1(1), Exterior Walls, and replace with:

"Table R302.1(1) Exterior Walls			
"EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	(Fire-resistance rated)	1 hour-tested in accordance with ASTM E119, UL 263 or Section 703.3 of the International Building code with exposure from both sides	< 5 feet ¹
	(Not fire-resistance rated)	0 hours	≥ 5 feet ¹
Projections	(Fire-resistance rated)	1 hour on the underside	≥ 2 feet and < 5 feet
	<u>Not Allowed</u>	<u>NA</u>	<u><2 feet</u>

	(Not fire-resistance rated)	0 hours	≥ 5 feet ²
Openings	Not allowed	N/A	< 3 feet
	25% Maximum of Wall Area	0 hours	≥ 3 feet and < 5 feet
	Unlimited	0 hours	≥ 5 feet
Penetrations	All	Comply with Section R302.4	< 3 feet
		None required	≥ 3 feet
"N/A = Not Applicable.			
"1 Fire separation distance of 3 feet can be used if the exterior wall cladding and trim is of noncombustible material (refer to Section R202 for definition of noncombustible).			
"2 Fire separation distance of 3 feet can be used if the soffit cladding and facia board is of noncombustible material (refer to Section R202 for definition of noncombustible)."			

(9) Amend R302.3 by the addition of a new exception to provide as follows:

"3. *Secondary Family Space* that comply with Section R302.3.2."

(10) Amend R302.3 to add a new Subsection R302.3.2 to provide as follows:

"R302.3.2 Secondary Family Space. The dwelling unit separation specified in Section R302.3 is not required where all of the following apply:

1. No more than one (1) *Secondary Family Space* is allowed within a single-family, detached dwelling.

2. The *Secondary Family Space* cannot be larger than 40% of the main dwelling unit, including the basement.

3. Prior to the issuance of a building permit for a *Secondary Family Space*, the property owner shall provide an original signed and notarized ~~a~~ declaration of restrictions in a form acceptable to the Chief Building Official, in which the property owner(s) shall acknowledge and agree to the building code requirements for maintaining a *Secondary Family Space* within a single-family, detached dwelling, to be recorded by the Chief Building Official with the Douglas County Clerk and Recorder's Office to put prospective purchasers of the real property that is the subject of the building permit on notice of the declaration of restrictions. The declaration of restrictions shall contain the following:

a. The *Secondary Family Space* shall be in effect only so long as either the principle residence, or the *Secondary Family Space*, is occupied by the owner of record as their principal residence.

b. The principle residence and the *Secondary Family Space* shall not be rented.

c. The occupants of the principle residence and the *Secondary Family Space* shall be related by blood or marriage.

d. Access between the principle residence and the *Secondary Family Space* shall remain and doors within the access shall not have a locking devise.

e. Access to inspect the principal residence and/or the *Secondary Family Space* shall be granted to the Chief Building Official if there is a reasonable suspicion that there is a violation of the declaration of restrictions.

f. Any improvements made to the *Secondary Family Space* under the building permit issued by the Town shall be removed if there is a violation of the declaration of restrictions, which remedy is not exclusive under the Code.

g. The declaration of restrictions are binding upon any successor in ownership of the property."

(11) Amend the Exceptions to Section R303.1, Habitable rooms, as follows:

Add Exception #4 to read:

"4. All habitable rooms in basements of R occupancies shall be provided with aggregate glazing area of not less than 4 percent of the floor area of such rooms. Natural ventilation shall be through windows, doors, louvers or other approved openings to the outdoor air. Such openings shall be provided with ready access or shall otherwise be readily controllable by the building occupants. The minimum openable area to the outdoors shall be 2 percent of the floor area being ventilated."

(12) Delete Section R303.3, Bathrooms, and replace with:

"R303.3 Bathrooms. Bathrooms, water closet compartments and other similar rooms shall be provided with a local exhaust system. The minimum local exhaust rates shall be determined in accordance with Section ~~M1507~~ M1505. Exhaust air from the space shall be exhausted directly to the outdoors."

(13) Amend the first sentence of Section R303.10, Required heating, by removing "68° F (20°C)" and replacing it with "70° F (21°C)."

(14) Delete ~~the~~ Exception ~~#1, to~~ #1, Section R310.1, Emergency escape and rescue required.

The remainder of the Section remains unchanged.

(15) Delete the Exception to Section R310.2.1, Minimum opening area.

(16) Amend Section R310.2.3, Window wells, by adding the following Exception to read:

"Exception: In basements of existing R-3 (one- or two-family dwellings) occupancies, egress window wells may have a minimum horizontal projection of 24 inches (610 mm) and must be the full width of the window. If a ladder is required in the window well, the ladder must be installed such that it does not interfere with or be in front of the operable side of the window."

(17) Amend section R310.52.5 Replacement window emergency escape and rescue opening, by revising the first sentence in condition #1 to read:

"The replacement window is the manufacturer's largest standard size window that will fit within the existing rough opening."

The remainder of the Section remains unchanged.

(18) Delete Section R313, Automatic Fire Sprinkler Systems, in its entirety.

(19) Amend the first sentence of Section R315.3, Location, to read:

"R315.3 Location. Carbon monoxide alarms in dwelling units shall be installed within fifteen feet (15') of the entrance to each bedroom.

(20) Amend the second and third sentences of Section R408.21.2 Ventilation, by inserting "(min. 10 mill in thickness or a cross-laminated 3.5 mills in thickness)" after "Class 1 vapor retarder."

(21) Amend the first sentence of Section R408.3, Unvented crawl space, by inserting "(min. 10 mill in thickness or a cross-laminated 3.5 mills in thickness)" after "Class 1 vapor retarder."

(22) R507.3.2 Delete all exceptions. **Add the following sentences:**

~~"All freestanding deck footings shall be a minimum 12 inches below undisturbed ground surface as noted in section R403.1.1. Freestanding decks shall not be attached to any other structure."~~

(23) R806.2 Minimum vent area. Amend exception charging statement as follows:

"The minimum net free ventilation area shall be 1/300 of the vented space; provided one or more of the following are met: . . ."

The reminder is unchanged.

(24) Delete the third sentence of Section R905.2.8.5, Drip edge, and replace with:

"Drip edges shall extend to cover gap between the roof sheathing and fascia and extend onto sheathing a minimum of 2 inches, also extending onto the fascia face a minimum of:

"Rakes: One inch

"Eves: Into gutter."

The remainder of the Section remains unchanged.

(25) Delete Subparagraph 3 of Section R908.3.1.1, Recovering versus replacement, and replace with:

"3. Where the existing roof has one or more applications of any type of roof covering."

(26) Amend Section M1503.3.1, General, by deleting the Exception. Add the following sentence to read:

"All cooking exhaust shall be vented to the exterior and in accordance with Section M1505.4.4."

(27) Amend Section M1503.6, Makeup air required, by deleting the exception, revising the first sentence, and adding a sentence to the end of the Section to read:

a. First sentence to read:

"Where one or more . . . exhaust hood systems capable of exhausting in excess of 600 cubic feet per minute (0.19m³/s) or more. . ."

The remainder of the sentence remains unchanged.

b. Add a sentence at the end of the Section to read:

"Makeup air systems shall be capable of maintaining a minimum makeup air temperature of 50° F (10°C) during the heating season."

(28) Amend Table M1505.4.3(1) by adding a footnote to read:

"¹ An equation can be used as an alternative to Table R1505.4.3(1)

$$Q_{fan} = 0.01A_{floor} + 7.5(N_{br} + 1)$$

Where:

Qfan = fan flow rate in cubic feet per minute (cfm).

Afloor = floor area in square feet (ft²).

Nbr = number of bedrooms; not to be less than 1."

(29) Amend Section M1601.1.1, Above-ground duct systems, by deleting requirements 7, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 and ~~replacing-replace~~ with:

"7. Stud wall cavities and the spaces between solid floor joists shall not be used as supply air or return air plenums."

(30) Amend Section G2417.4.1 (406.4.1), Test pressure, to read:

"G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be not less than one and one-half times the proposed maximum working pressure, but not less than 20 psig (138 kPa gauge)."

The remainder of the Section remains unchanged.

(31) Amend Section G2417.4.2 (406.4.2), Test duration, to read:

"G2417.4.2 (406.4.2) Test duration. Pipe conveying gas at low pressure (under 14 inch water column) shall be tested at a pressure of 20 psi for not less than 30 minutes. Pipe conveying gas at or exceeding a 14 inch (356mm) water column shall be tested at a pressure of 60 psi for not less than 1 hour.

~~The test duration shall be not less than one hour at 60 psi or 24 hours at 20 psi.~~

(32) Amend Section G2425.8 (501.8), Appliances not required to be vented, by deleting #7.

(33) Delete all Subsections of Section G2445 (621), Unvented room heaters, in their entirety and replace with:

"G2445.1 General. Unvented room heaters are prohibited from installation."

~~(34) Amend the first sentence of Section P2503.5.1, Rough plumbing, to read:~~

~~**"P2503.5.1 Rough plumbing.** DWV systems shall be tested on completion of the rough piping installation by water or air with no evidence of leakage."~~

~~The remainder of the Section remains unchanged.~~

(34) Delete Chapters 34 through 43 and replace with:

"E3401 General. Electrical installations shall comply with the Parker Electrical Code."

Section 3. Section 11.02.060 of the Parker Municipal Code is amended to read as follows:

11.02.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Residential Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.02.080 of the Parker Municipal Code is amended to read as follows:

11.02.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, ~~2019~~2022.

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

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

Section 7. This Ordinance shall become effective ten (10) days after final publication.

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.92.6, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.03.020, 11.03.050, 11.03.060 AND 11.03.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER BUILDING CODE

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

Section 1. Section 11.03.020 of the Parker Municipal Code is amended to read as follows:

11.03.020 International Building Code adopted.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the International Building Code, 2018~~21~~ Edition, as published by the International Code Council, Inc., (ICC), 4051 W. Flossmoor Road, Country Club Hills, IL 60478 ~~500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001~~ is adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.03.050 of the Parker Municipal Code is repealed in its entirety and readopted to read as follows:

11.03.050 Amendments.

The International Building Code, as adopted by this Chapter, is amended as follows (section numbers correspond with those in the International Building Code):

(1) Delete all Appendix Chapters.

(2) Amend Section 101.1, Title, to read:

"101.1 Title. These regulations shall be known as the Parker Building Code, hereinafter referred to as the 'code.'"

(3) Sections 101.2, 101.2.1 and 101.3 remain unchanged.

(4) The remainder of Chapter 1 of the code, entitled "Scope and Administration," is deleted in its entirety (see Parker Administrative Code contained in Chapter 11.01 of the Parker Municipal Code)

(5) Amend Section 1608.2, Ground snow loads, to read:

"1608.2 Ground snow loads. The ground snow load within the Town of Parker shall be a minimum of 30 pounds per square foot for calculating roof

drifting. Snow load for roofs shall be 30 pounds per square foot minimum, plus drifting."

(6) Amend Section 1609.3, Basic wind speed, by the addition of the following:

Figure 1609.3(1) equals 110 miles per hour

Figure 1609.3(2) equals 115 miles per hour

Figure 1609.3(3) equals 120 miles per hour

Figure 1609.3(4) equals 105 miles per hour

(7) Amend Subsection 1609.4.3, Exposure categories, Exposure C, to read:

"Exposure C shall be used for the design of all structures in the Town of Parker."

(8) Amend Chapter 31 to add a new Section 311~~64~~, Manufactured housing, to read:

"311~~64~~ Manufactured housing. Manufactured housing constructed in accordance with standards other than those set forth in this ordinance may be erected in approved locations. The site constructed foundation, porches, decks, utilities and other functions must meet the standards set forth in this and other related ordinances. Permits may be issued for these elements of the building; however, a certificate of occupancy will not be issued, as the conformance with the Town's standards of the manufactured home is not known to the department. No additions shall be made to a manufactured home, unless said addition meets the standards set forth in this ordinance."

(9) Amend Chapter 35, ASME standards, as follows:

ASME A 18.1: Replace the 20~~2014~~ Safety Standard for Platform Lifts and Stairway Chair Lifts with the 201~~71~~ Safety Standard for Platform Lifts and Stairway Chair Lifts.

The remaining ASME standards remain unchanged.

Section 3. Section 11.03.060 of the Parker Municipal Code is amended to read as follows:

11.03.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Building Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.03.080 of the Parker Municipal Code is amended to read as follows:

11.03.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, ~~2019~~2021.

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

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

Section 7. This Ordinance shall become effective ten (10) days after final publication.

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.93.6, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.04.020, 11.04.050, 11.04.060 AND 11.04.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER FIRE PROTECTION CODE

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

Section 1. Section 11.04.020 of the Parker Municipal Code is amended to read as follows:

11.04.020 International Fire Code adopted.

Pursuant to Section 7.7 of the Parker Home Rule Charter, the International Fire Code, 2018~~21~~ Edition, as published by the International Code Council, ~~Inc.~~ (ICC), ~~4051 W. Flossmoor Road, Country Club Hills, IL 60478 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001~~ is adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.04.040 of the Parker Municipal Code is amended to read as follows:

11.04.040 Definitions.

Fire Code Official, wherever used in the International Fire Code, shall mean the Chief Building Official of Parker, Colorado, except as otherwise provided herein. In the event there is a conflict in the information or application of the Fire Code, the Chief Building Official will resolve such conflicts.

Jurisdiction, wherever used in the International Fire Code, shall mean that area within the corporate limits of the Town or any area hereafter annexed to the Town.

Section 3. Section 11.04.050 of the Parker Municipal Code is repealed in its entirety and readopted to read as follows:

11.04.050 Amendments.

The International Fire Code, as adopted by this Chapter, is hereby amended as follows (article numbers correspond with those in the International Fire Code):

- (1) Delete Appendix Chapters A, E, F, G, H, I, J, K, L and M.
- (2) Amend Section 101.1, Title, to read:

"**101.1 Title.** These regulations shall be known as the Parker Fire Protection Code, hereinafter referred to as the 'code.'"

(3) Amend Section 105.~~56.386~~, Outdoor assembly event, to read as follows:

"105.~~56.386~~, Outdoor assembly event. An operational permit is required to conduct an outdoor assembly event where planned attendance exceeds 500 persons."

(4) Amend Section **109.1**, Board of appeals established, to read:

"**109.1 Board of appeals established.** In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be a board of appeals. The board of appeals shall be the Regional Fire Code Board of Appeals and shall hold office at its pleasure."

(5) Amend Section 11~~20.4~~, Violation penalties, to read:

"**11~~20.4~~ Violation penalties.** Persons who violate a provision of this code or fail to comply with any of the requirements thereof or who erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than four hundred ninety-nine dollars (\$499). Each day that a violation continues after due notice has been served shall be deemed a separate offense."

(6) Amend Section 11~~32.4~~, Failure to comply, to read:

"**11~~32.4~~ Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not more than four hundred ninety-nine dollars (\$499)."

(7) Amend Section 202, General Definitions, by the addition of a new definition, *approved side of the building*, and by amending the definition of *Fire Code Official* to read:

"*Approved side of the building* shall account for at least twenty-five percent (25%) of the building perimeter and will be determined by the fire code official.

"*Fire Code Official* shall mean the Chief Building Official of Parker, Colorado."

(8) Add a new Section 401.1.1, Fire Code Official, to read:

"401.1.1 Fire Code Official. Wherever *Fire Code official* is referred to in this Chapter, it shall mean the Chief of the South Metro Fire Rescue Authority."

(9) Delete the exceptions to Section 503.1.1. Buildings and facilities, and replace with:

"Exception: The dimension of 150 feet (45,720 mm) shall be increased as follows:

"1.1. Where the building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 (NFPA 13), the dimension shall be unlimited; provided access roads are extended to within 150 feet (45,720 mm) of at least one (1) approved side of the building. Fire hydrant requirements of Section **507.5.1** may necessitate additional roads to serve hydrants near large buildings.

"1.2. Where the building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.2 (NFPA 13R) or 903.3.1.3 (NFPA 13D), the dimension shall be increased to 200 feet (60,960 mm).

"1.3. Where there are not more than two Group R-3 or Group U occupancies, the dimension shall be unlimited; provided access roads are extended to within 150 feet (45,720 mm) of at least one (1) approved side of the building. Fire hydrant requirements of Section **507.5.1** may necessitate additional roads to serve hydrants near large buildings."

(10) Amend Section 503.1.2, by adding the following sentence to read:

Reference Appendix D for additional requirements

(11) Amend Section 503.2, Specifications, to read:

"503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8 and Appendix D.

"Exception: South Metro Fire Rescue Authority shall default to the current edition of the Roadway Design and Construction Criteria Manual adopted by the Town of Parker."

(12) Amend Section 503.2.3, Surface, to read:

"503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus weighing up to 80,000 pounds and shall be surfaced so as to provide all-weather driving capabilities and in accordance with Section D102.

(13) Amend Section 503.4.1, Traffic calming devices, to read:

"503.4.1 Traffic calming devices. Traffic calming devices on public streets shall be prohibited, unless approved by the Public Works Director. For all other fire apparatus access roads, traffic calming devices shall be permitted, subject to the approval of the fire code official and the Public Works Director."

(14) Amend Section 503.4, Obstruction of fire apparatus access roads, by adding the following to the end of the sentence:

"... in Sections 503.2.1, 503.2.2, and Appendix D, shall be maintained at all times."

(15) Amend Section 503.6, Security gates, to read:

"Section 503.6 Security gates. The installation of security gates across a fire apparatus access road shall be approved by the Fire Code Official and shall be in accordance with Section D103.5."

The remainder of the paragraph is unchanged.

(16) Amend Section 507.3, Fire flow, to read:

"507.3 Fire flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined in accordance with Appendix B, as amended, or by an approved method."

(17) Amend Section 507.5, Fire hydrant systems, to read:

"507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6 and Appendix C."

(18) Amend Chapter 9 to add a new Section 903.3.1.2.4, Location of sprinklers, to read:

"903.3.1.2.4 Location of sprinklers. Sprinklers shall be installed in any closet used for heating or air-conditioning equipment, washers, dryers or water heaters."

(19) Amend Chapter 9 to add a new Section 903.3.1.2.5, Stock of spare sprinklers, to read:

"903.3.1.2.5 Stock of spare sprinklers. On a single property with multiple buildings under the same ownership, it shall be required that each individual riser room be provided with the required sprinkler box, spare sprinkler heads and wrench."

(20) Amend Chapter 9 to add a new Section 903.3.2.1, Sprinkler Head Temperature Rating, to read:

903.3.2.1 Sprinkler Head Temperature Rating. All sprinkler heads shall have a temperature head rating of “ordinary,” unless the area or use requires a higher temperature rated sprinkler head.

(~~21~~9) Amend Section 905.4 (1), Location of Class I standpipe hose connections, by deleting the exception in its entirety.

(~~22~~4) Amend Section 1103.7.6(3), Group R-2, to read:

“Section 1103.7.6(3). A fire alarm system is not required in buildings that do not have interior corridors serving dwelling units; provided that dwelling units either have a means of egress door opening directly to an exterior exit access that leads directly to the exits or are served by open-ended corridors designed in accordance with Section 1027.6, exceptions 3.2 to 3.5.”

(~~23~~2) Amend Exception #4 of Section 5601.1.3, Fireworks, to read:

"5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

"Exceptions:

"1. Unchanged.

"2. Deleted.

"3. The use of fireworks for fireworks displays as allowed in Section 5608.

"4. The possession, storage, sales, handling, and use of permissible fireworks, as defined by Section 12-28-101, C.R.S., as amended, as follows:

"Permissible fireworks as defined by Section 12-28-101, C.R.S. as amended, are permitted in the Town, except as provided by Chapter 6.04 of the Parker Municipal Code, as amended. Permissible fireworks include the following:

"a. Cylindrical fountains, total pyrotechnic composition not to exceed seventy-five grams each for a single tube or, when more than one tube is mounted on a common base, a total pyrotechnic composition of no more than two hundred grams;

"b. Cone fountains, total pyrotechnic composition not to exceed fifty grams each for a single cone or, when more than one cone is

mounted on a common base, a total pyrotechnic composition of no more than two hundred grams;

"c. Wheels, total pyrotechnic composition not to exceed sixty grams for each driver unit or two hundred grams for each complete wheel;

"d. Ground spinner, a small device containing not more than twenty grams of pyrotechnic composition venting out of an orifice usually in the side of the tube, similar in operation to a wheel, but intended to be placed flat on the ground;

"e. Illuminating torches and colored fire in any form, total pyrotechnic composition not to exceed two hundred grams each;

"f. Dipped sticks and sparklers, the total pyrotechnic composition of which does not exceed one hundred grams, of which the composition of any chlorate or perchlorate shall not exceed five grams;

"g. Any of the following that do not contain more than fifty milligrams of explosive composition:

- "1. Explosive auto alarms;
- "2. Toy propellant devices;
- "3. Cigarette loads;
- "4. Strike-on-box matches; or
- "5. Other trick noise makers;

"h. Snake or glow worm pressed pellets of not more than two grams of pyrotechnic composition and packaged in retail packages of not more than twenty-five units;

"i. Multiple tube devices with:

- "1. Each tube individually attached to a wood or plastic base;
- "2. The tubes separated from each other on the base by a distance of at least one-half of one inch;
- "3. The effect limited to a shower of sparks to a height of no more than fifteen feet above the ground;
- "4. Only one external fuse that causes all of the tubes to function in sequence; and

"5. A total pyrotechnic composition of no more than five hundred grams.

"j. 'Permissible fireworks' do not include aerial devices or audible ground devices, including, but not limited to, firecrackers. "

(243) Amend Section 5704.2.9.6, Above-ground tanks outside of buildings, (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited), by the addition of the following:

"The storage of Class I and Class II liquids in above-ground tanks outside of buildings shall conform to the provisions of the Town of Parker Zoning Ordinances."

(254) Amend Section 5706.2.4.4, Locations where above-ground tanks are prohibited (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited), by the addition of the following:

"The storage of Class I and Class II liquids in above-ground tanks outside of buildings shall conform to the provisions of the Town of Parker Zoning Ordinances."

(265) Amend Section 5708.2, Locations where above-ground tanks are prohibited (geographic limits in which the storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited), by the addition of the following:

"The storage of flammable cryogenic fluids in stationary containers outside of buildings shall conform to the provisions of the Town of Parker Zoning Ordinances."

(276) Amend to Section 6104.2, Maximum capacity within established limits (geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas), by the addition of the following:

"Restricted use. Bulk storage of liquefied petroleum gas within all business and commercial zones is restricted for the protection of heavily populated or congested commercial areas. The aggregate capacity of any one installation shall not exceed two thousand (2,000) gallons water capacity, except that in particular installations this capacity limit may be altered at the discretion of the Fire Code Official after consideration of any special features, such as topographical conditions, nature of occupancy and proximity of buildings, capacity of proposed tanks, degree of private fire protection to be provided and the facilities of the South Metro Fire Rescue Authority. Storage and use of propane in cylinders that are designed to hold more than forty (40) pounds is prohibited on any residential lot in the Town. Storage and use of propane in

cylinders with an aggregate capacity of more than one hundred fifty (150) pounds is prohibited on any residential lot in the Town."

(28) Amend Section B105.1, One- and two-family dwellings, Group R-3 and R-4 buildings and Townhouses to read:

B105.1 One- and two-family dwellings, Group R-3 and R-4 buildings and Townhouses. The minimum fire-flow and flow duration requirements for one- and two-family dwellings, Group R-3 and R-4 buildings having a fire flow calculation area that does not exceed 3,600 square feet (344.5 m²) shall be 1,000 gallons per minute (3785 L/min) for 1 hour. Fire-flow and flow duration for one- and two-family dwellings, Group R-3 and R-4 buildings having a fire-flow calculation area in excess of 3,600 square feet (344.5 m²) shall not be less than that specified in Table B105.1.

Exception: A reduction in required fire-flow of 25 percent, as approved, is allowed when the building is equipped with an approved automatic fire sprinkler system.

(29) Amend Section B105.2, Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and Townhouses to read:

B105.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and Townhouses. The minimum fire-flow and flow duration for buildings other than one- and two-family dwelling, Group R-3 and R-4 buildings shall be as specified in Table B105.1.

Exception: A reduction in required fire-flow of 50 percent, as approved, is allowed when the building is equipped with an approved automatic fire sprinkler system installed in accordance with Section 903.3.1.1. A reduction in required fire-flow of 25 percent, as approved, is allowed when the building is equipped with an approved automatic fire sprinkler system installed in accordance with Section 903.3.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration in Table B105.1.

(30) Section B105.3 of the International Fire Code is deleted in its entirety.

(31) Table B105.1(1) of the International Fire Code is deleted in its entirety.

(32) Table B105.2 of the International Fire Code is deleted in its entirety.

(33) Table B105.1(2) title only of the International Fire Code is amended to read:

"Table B105.1: MINIMUM REQUIRED FIRE-FLOW AND FLOW DURATION FOR BUILDINGS".

(~~3427~~) Amend Section D102.1, Access and loading to read:

“D102.1, Access and loading. Facilities, building or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing up to 80,000 pounds. “

(~~3528~~) Amend Section D103.1, Access road width with a hydrant, by deleting it in its entirety.

(~~3629~~) Amend Section D103.2, Grade, by deleting and replace with the following:

“D103.2, Grade. The grade of the fire apparatus access road shall be a maximum of 6% or as otherwise determined by the Fire Code Official based on fire district apparatus specifications.”

(~~370~~) Amend Section D103.4, Dead ends, to read:

“D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45,720mm) shall be provided with width and turnaround provisions in accordance with Table D103.4 and the Town of Parker roadway design standards.”

(38) Amend Section D103.6.1, Roads 20 to 26 feet in width, is amended to read:

D103.6.1 Roads 20 to 28 feet in width. Fire apparatus access roads 20- to 28--feet wide shall be posted on both sides as NO PARKING – FIRE LANE.

(39) Amend Section D103.6.2, Roads more than 26 feet in width is amended to read:

D103.6.2 Roads more than 28 feet in width. Fire apparatus access roads more than 28--feet wide, but less than 36--feet wide, shall be posted on one side as NO PARKING – FIRE LANE. (Ord. 45, Series of 2018)

(40) Amend Section D104.1, Buildings exceeding three stories or 30 feet in height, is amended to read:

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm) or three stories in height shall have not fewer than two means of fire apparatus access for each structure. For purposes of this sSection, the highest roof surface shall be determined by measurement

to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

(~~4134~~) Amend Section D106.1, Projects having more than 100 dwelling units, by deleting the exception in its entirety.

Section 4. Section 11.04.060 of the Parker Municipal Code is amended to read as follows:

11.04.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Fire Protection Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 5. Section 11.04.080 of the Parker Municipal Code is amended to read as follows:

11.04.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, 20~~22~~¹⁹.

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

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

Section 7. This Ordinance shall become effective ten (10) days after final publication.

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.94.5, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.06.020, 11.06.050, 11.06.060 AND 11.06.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER MECHANICAL CODE

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

Section 1. Section 11.06.020 of the Parker Municipal Code is amended to read as follows:

11.06.020 International Mechanical Code adopted.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the International Mechanical Code, 2018~~21~~ Edition, as published by the International Code Council, ~~Inc.~~ (ICC), ~~4051 W. Flossmoor Road, Country Club Hills, IL 60478~~ 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, is hereby adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.06.050 of the Parker Municipal Code is repealed in its entirety and readopted to read as follows:

11.06.050 Amendments.

The International Mechanical Code, as adopted by this Chapter, is hereby amended as follows (section numbers correspond with those in the International Mechanical Code):

(1) Delete Appendix Chapters A, B and C. ~~and B.~~

(2) Amend Section 101.1, Title, to read:

"101.1 Title. These regulations shall be known as the Parker Mechanical Code, hereinafter referred to as the 'code.'"

(3) Sections 101.2, 101.2.1 and 101.3 remain unchanged.

(4) The remainder of Chapter 1 of the code, entitled "Administration," is deleted in its entirety (see Parker Administrative Code contained in Chapter 11.01 of the Parker Municipal Code).

(5) Amend Section 202, General definitions, to add new definitions to read:

"Certified Solid Fuel Burning Device shall mean a solid fuel burning device which is certified by the Air Pollution Control Division of the Colorado

Department of Public Health and Environment to meet the Emissions Standards set forth in Section IV of Regulation No. 4 of Volume I of the Colorado Air Quality Control Commission, hereinafter referred to as 'State Regulations.'

"*Solid Fuel Burning Device* shall mean any fireplace, stove, firebox or device intended and/or used for the purpose of burning wood, coal, pulp, paper or other nonliquid or nongaseous fuel.

"*Wood Burning Fireplace* shall mean an open hearth or fire chamber or similar prepared place in which a fire may be made and which is built in conjunction with a chimney."

(6) Amend Section 505.2, Makeup air required, to read:

"505.4 Makeup air required. Exhaust hood systems capable of exhausting in excess of 600 cfm (0.19 m³/s) shall be provided with makeup air at a rate approximately equal to the exhaust air rate. Such makeup air systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system.

"Makeup air systems shall be capable of maintaining a minimum makeup air temperature of 50° F (10° C) during the heating season."

(7) Delete Section 602.3, Stud cavity and joist space plenums, and replace with:

"602.3 Stud cavity and joist space plenums. Stud wall cavities and the spaces between floor joists shall not be utilized as air plenums."

(8) Amend Section 905.1, General, to add a new second paragraph to read:

"Installation of a certified solid fuel burning device will be permitted within the Town of Parker when such device meets the EPA Phase II or Colorado Phase III emissions testing as defined in the State Regulations."

Section 3. Section 11.06.060 of the Parker Municipal Code is amended to read as follows:

11.06.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Mechanical Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.06.080 of the Parker Municipal Code is amended to read as follows:

11.06.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, 20~~19~~22.

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

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

Section 7. This Ordinance shall become effective ten (10) days after final publication.

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.95.5, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.07.020, 11.07.050, 11.07.060 AND 11.07.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER PLUMBING CODE

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

Section 1. Section 11.07.020 of the Parker Municipal Code is amended to read as follows:

11.07.020 International Plumbing Code adopted.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the International Plumbing Code, ~~2018-2021~~ Edition, as published by the International Code Council, ~~Inc.~~ (ICC), ~~4051 W. Flossmoor Road, Country Club Hills, IL 60478~~ ~~500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001~~, is hereby adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.07.050 of the Parker Municipal Code is repealed in its entirety and readopted to read as follows:

11.07.050 Amendments.

The International Plumbing Code, as adopted by this Chapter, is hereby amended as follows (section numbers correspond with those in the International Plumbing Code):

(1) Delete Appendix Chapters A, C, D, ~~E and F.~~ ~~-and E.~~

(2) Amend Section 101.1, Title, to read:

"101.1 Title. These regulations shall be known as the Parker Plumbing Code, hereinafter referred to as the 'code.'"

(3) Sections 101.2 and 101.3 remain unchanged.

(4) The remainder of Chapter 1 of the code, entitled "Scope and Administration," is deleted in its entirety (see Parker Administrative Code contained in Chapter 11.01 of the Parker Municipal Code).

(5) Amend Section ~~903.1.1~~ to read:

903.1.1 Roof Extension unprotected. Open vent pipes that extend through a roof shall be terminated not less than 12 inches above the roof.

~~916.3, Vent installation below the fixture flood level rim, by adding a new Exception to read:~~

~~"Exception: A vent is not required if the island drain is the uppermost fixture on a 3" branch drain."~~

Section 3. Section 11.07.060 of the Parker Municipal Code is amended to read as follows:

11.07.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Plumbing Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.07.080 of the Parker Municipal Code is amended to read as follows:

11.07.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, ~~2019~~2022.

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

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

Section 7. This Ordinance shall become effective ten (10) days after final publication.

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.96.5, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.14.020, 11.14.050, 11.14.060 AND 11.14.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER ENERGY CODE

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

Section 1. Section 11.14.020 of the Parker Municipal Code is amended to read as follows:

11.14.020 International Energy Conservation Code adopted.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the International Energy Conservation Code, 2018~~21~~ Edition, as published by the International Code Council, Inc., (ICC), ~~4051 W. Flossmoor Road, Country Club Hills, IL 60478 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001~~, is adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.14.050 of the Parker Municipal Code is repealed in its entirety and readopted to read as follows:

11.14.050 Amendments.

The International Energy Conservation Code, as adopted by this Chapter, is hereby amended as follows:

(1) Delete Section 101.1, Title, and replace with:

"101.1 Title. This code shall be known as the Parker Energy Code and shall be cited as such. It is referred to herein as the 'code.'"

(2) Delete all sections after Part 2 – Administration and Enforcement (refer to Parker Administrative Code contained in Chapter 11.01 of the Parker Municipal Code).

(3) Amend Section C302.1, Interior design conditions, by replacing "72°F (22°C)" with "70°F (21°C)."

(4) Add a new Section C402.5.1.1.2, Air permeable insulation, to read:

"C402.5.1.1.2, Air permeable insulation. A rigid, air-impermeable barrier shall be installed in a continuous and contiguous manner on all six

sides of all air-permeable insulation that is part of the building's thermal envelope.

"Exception: Air-permeable insulation used in the horizontal assembly of a ventilated attic and the insulation has a minimum depth of 14 inches."

Section 3. Section 11.14.060 of the Parker Municipal Code is amended to read as follows:

11.14.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Energy Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.14.080 of the Parker Municipal Code is amended to read as follows:

11.14.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, ~~2019~~2022.

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

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

Section 7. This Ordinance shall become effective ten (10) days after final publication.

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.97.5, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.15.020, 11.15.050, 11.15.060 AND 11.15.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER FUEL GAS CODE

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

Section 1. Section 11.15.020 of the Parker Municipal Code is amended to read as follows:

11.15.020 International Fuel Gas Code adopted.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the International Fuel Gas Code, 20~~18~~²¹ Edition, as published by the International Code Council, Inc. (ICC), ~~4051 W. Flossmoor Road, Country Club Hills, IL 60478~~ 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, is hereby adopted by reference as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.15.050 of the Parker Municipal Code is repealed in its entirety and readopted to read as follows:

11.15.050 Amendments.

The International Fuel Gas Code, as adopted by this Chapter, is amended as follows (section numbers correspond with those in the International Fuel Gas Code):

(1) Delete Appendix Chapters A, B, C, D and E. ~~and D.~~

(2) Delete Section 101.1, Title, and replace with:

"101.1 Title. These regulations shall be known as the Parker Fuel Gas Code, hereinafter referred to as the 'code.'"

(3) Sections 101.2 through 101.2.5 are unchanged.

(4) The remainder of Chapter 1 of the code, entitled "Administration," is deleted in its entirety (see Parker Administrative Code contained in Chapter 11.01 of the Parker Municipal Code).

(5) Delete Sections 406.4.1, Test pressure, and 406.4.2, Test duration, and replace with:

"406.4.1 Test pressure and duration. Pipe conveying gas at low pressure (under 14 inch water column) shall be tested at a Test pressure shall be 20 of 20 psig for not less than 30 minutes. for 24 hours or 60 psig for 1 hour."Pipe conveying gas at or exceeding a 14 inch (356mm) water column shall be tested at a pressure of 60 psi for not less than 1 hour.

(6) Amend Section 621 (IFGC), Unvented room heaters, to read:

"621.1 General. Unvented room heaters are prohibited from installation."

The remainder of the Section is deleted in its entirety

Section 3. Section 11.15.060 of the Parker Municipal Code is amended to read as follows:

11.15.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Fuel Gas Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.15.080 of the Parker Municipal Code is amended to read as follows:

11.15.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, 2022~~19~~.

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

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

Section 7. This Ordinance shall become effective ten (10) days after final publication.

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.101.6, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.16.020, 11.16.050, 11.16.060 AND 11.16.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER PROPERTY MAINTENANCE CODE

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

Section 1. Section 11.16.020 of the Parker Municipal Code is amended to read as follows:

11.16.020 International Property Maintenance Code.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the International Property Maintenance Code, 2018~~21~~ Edition, as published by the International Code Council, Inc. (ICC), ~~4051 W. Flossmoor Road, Country Club Hills, IL 60478~~ 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, is adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.16.050 of the Parker Municipal Code is amended to read as follows:

11.16.050 Amendments.

The International Property Maintenance Code is amended as follows (section numbers correspond with those in the International Property Maintenance Code).

(1) Delete Chapters 1, 4, 5, 6, 7 and Appendix A ~~and B~~.

(2) Amend Section 301.2, Responsibility, to read:

"301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code."

(3) Amend Section 302.4, Weeds, to read:

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve (12) inches in height .

..

The remainder of the Section remains unchanged.

(4) Amend Section 302.9, Defacement of property, to read:

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti ("Defacement"). Whenever any defacement of property shall be found, the Chief of Police or his or her designee shall order the occupant or owner of the property upon which the defacement exists to remove or correct the same within twenty-four (24) hours or such period in excess of twenty-four (24) hours as designated in writing by the Chief of Police or his or her designee at the expense of the owner of the property or occupant. If the occupant or owner does not comply with the order of the Chief of Police or his or her designee, the Chief of Police or his or her designee may cause the defacement to be removed or corrected and all expense incurred thereby shall be paid by the occupant or owner and may be recovered by the Town in an action against the occupant and/or owner as provided in this Code.

(5) Delete Sections 303, 305, 307, 308 and 309 in their entirety

Section 3. Section 11.16.060 of the Parker Municipal Code is amended to read as follows:

11.16.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Property Maintenance Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.16.080 of the Parker Municipal Code is amended to read as follows:

11.16.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, 20~~19~~22.

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

Section 6. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court

of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. This Ordinance shall become effective ten (10) days after final publication.

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.105.3, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.08.020, 11.08.050, 11.08.060 AND 11.08.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER EXISTING BUILDING CODE

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

Section 1. Section 11.08.020 of the Parker Municipal Code is amended to read as follows:

11.08.020 International Existing Building Code adopted.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the International Existing Building Code, 2018~~21~~ Edition, as published by the International Code Council, Inc. (ICC), 4051 W. Flossmoor Road, Country Club Hills, IL 60478 ~~500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001~~, is hereby adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.08.050 of the Parker Municipal Code is amended to read as follows:

11.08.050 Amendments.

The International Existing Building Code, as adopted by this Chapter, is hereby amended as follows (section numbers correspond with those in the International Existing Building Code):

(1) Delete Section 101.6, Appendices A, B, C, and D, and all the Appendix Chapters A1-5 and C1-3.

(2) Amend 101.1, Title, to read:

"101.1 Title. These regulations shall be known as the Parker Existing Building Code, hereinafter referred to as the 'code.'"

(3) Sections 101.2, 101.3, 101.4, 101.5, and 101.7 remain unchanged.

(4) The remainder of Chapter 1 of the code is deleted in its entirety (see Parker Administrative Code contained in Chapter 11.01 of the Parker Municipal Code).

(5) Amend section 505.3, Replacement window emergency escape and rescue opening, by revising the first sentence in condition #1 to read:

“The replacement window is the manufacturer’s largest standard size window that will fit within the existing rough opening.”

The remainder of the Section remains unchanged.

Section 3. Section 11.08.060 of the Parker Municipal Code is amended to read as follows:

11.08.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Existing Building Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.08.060 of the Parker Municipal Code is amended to read as follows:

11.08.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, 2019~~22~~.

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

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

Section 7. This Ordinance shall become effective ten (10) days after final publication.

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 4.106.3, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.09.020, 11.09.050, 11.09.060 AND 11.09.080 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER SWIMMING POOL AND SPA CODE

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

Section 1. Section 11.09.020 of the Parker Municipal Code is amended to read as follows:

11.09.020 International Swimming Pool and Spa Code adopted.

Pursuant to Section 7.7 of the Town of Parker Home Rule Charter, the International Swimming Pool and Spa Code, 20~~18~~²¹ Edition, as published by the International Code Council, Inc. (ICC), 4051 W. Flossmoor Road, Country Club Hills, IL 60478~~500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001~~, is hereby adopted by reference and incorporated into this Chapter as though fully set forth herein. Except as otherwise provided hereafter, such code is adopted in full, including the outline of contents, index and appendices contained therein.

Section 2. Section 11.09.050 of the Parker Municipal Code is amended to read as follows:

11.09.050 Amendments.

The International Swimming Pool and Spa Code, as adopted by this Chapter, is hereby amended as follows (section numbers correspond with those in the International Swimming Pool and Spa Code):

(1) Delete Appendix Chapter A.

(24) Amend Section 101.1, Title, to read:

"101.1 Title. These regulations shall be known as the Parker Swimming Pool and Spa Code, hereinafter referred to as the 'code.'"

(32) Sections 101.2, 101.3 and 101.4 remain unchanged.

(43) The remainder of Chapter 1 of the code is deleted in its entirety (see Parker Administrative Code contained in Chapter 11.01 of the Parker Municipal Code).

Section 3. Section 11.09.060 of the Parker Municipal Code is amended to read as follows:

11.09.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Swimming Pool and Spa Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Section 11.09.080 of the Parker Municipal Code is amended to read as follows:

11.09.080 Effective date.

The ordinance codified in this Chapter shall take effect on January 1, ~~2019~~2022.

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

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

Section 7. This Ordinance shall become effective ten (10) days after final publication.

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: November 1, 2021

Submitted By: Carrie Glassburn, Cultural Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **Professional Services Agreement - Give 5 Productions, Inc.**

Amount: **Not to exceed \$130,000**

Contractor: **Give 5 Productions, Inc.**

Department: **Cultural, Carrie Glassburn**

EXECUTIVE SUMMARY

This agenda item is to request Council approval of an Agreement for Professional Services awarded under SOQ-19-005 to Give 5 Productions, Inc., 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: November 1, 2021

Submitted By: Carrie Glassburn, Cultural Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **Professional Services Agreement - Inspire Creative, d/b/a Inspire Theater Company**

Amount: **Not to exceed \$130,000**

Contractor: **Inspire Creative, d/b/a Inspire Theater Company**

Department: **Cultural, Carrie Glassburn**

EXECUTIVE SUMMARY

This agenda item is to request Council approval of an Agreement for Professional Services awarded under SOQ-19-005 to Inspire Creative, dba Inspire Theater Company, 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: November 1, 2021

Submitted By: Danny Smith, Operations Manager, Streets & Stormwater Maintenance

Reviewed By: Michelle Kivela, Town Administrator

Title: **2021 Townwide Concrete Replacement Program (CIP21-006) Contract Modification**

Amount: \$1,257,509.31

Contractor: Stone & Concrete, Inc

Department: Engineering and Public Works, Danny Smith

EXECUTIVE SUMMARY

This item is to award a contract modification to Stone & Concrete, Inc - 2021 Townwide Concrete Replacement Program (CIP21-006) in the amount of \$150,000 for a revised contract amount of \$1,257,509.31.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker awarded the 2021 Townwide Concrete Replacement Program (CIP21-006) to Stone & Concrete, Inc on April 19, 2021 in the amount of \$1,107,509.31. The concrete replacement program provides repair /replacement of damaged concrete town assets (sidewalk, curb, gutter, street panels). Savings realized by lower than expected pricing have resulted in additional funds in the Streets R&M budget being available to complete additional repairs. This contract modification will provide an additional \$150,000, bringing the new contract amount to \$1,257,509.31.

FINANCIAL IMPACT

Funding for this contract has been appropriated in the 2021 Engineering & Public Works Streets Division repair and maintenance (R&M) general fund account.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



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: November 1, 2021

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.553 - First Reading**
A Bill for an Ordinance to Adopt the 2022 Budget and to
Make Appropriations for the Same
Department: Finance, Mary Lou Brown
Second November 15, 2021
Reading:

EXECUTIVE SUMMARY

This item requests Council approval for the Town of Parker 2022 Budget. Tonight is the first public hearing; the second public hearing and approval will occur at the November 15, 2021 meeting.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Internal work on the 2022 Town of Parker budget began in mid-July and was followed by three Council study sessions on September 27, October 4 and 11, 2021. The 2022 Budget and Council study session presentation were posted to the internet on Wednesday, October 6, 2021. The budget document is legally required to be posted and made public no later than October 15, 2021. November 1 is the first public hearing for the 2022 Budget.

The 2022 Budget was prepared in conjunction with four overall guidelines:

- Meet the General Fund's required cash balance percentage and focus on cash balances in the remaining Funds
- Reflect operational recovery in the Recreation and Cultural Funds
- Balance competing needs - operating expense, increased employee positions, infrastructure requirements
- Maintain and grow community programs

The Town is in a unique position coming into the 2022 budget preparation. Sales tax revenue, the primary source of revenue for the General Fund, has recorded very strong growth of 18% year-to-date. While the Town continues to grow and increased shopping opportunities exist for

citizens, we have reflected a lower growth rate for 2022 of six percent; this is more in line with historical growth rates.

In the General Fund, which is the main operational fund of the Town, operating expense growth is fifteen percent due to the return to pre-Covid 19 activity levels. The performance pay pool and commissioned officer step plan have both been funded at four percent, which is consistent with the surrounding metro areas. In addition, the police department compensation plan has undergone a structural correction. Six additional full-time employees are being added in the General Fund with four of those positions in the Public Works department.

The General Fund cash-to-expense ratio is budgeted at 25.6% for year-end 2022.

Both the Recreation and Cultural Funds have continued to be impacted by the pandemic during 2021; the budget reflects a full return to normal operations. Revenue and expense will continue to be monitored for signs of ongoing softness.

FINANCIAL IMPACT

The 2022 Town of Parker budget, across all Town Funds, includes appropriations of \$117,812,499 prior to transfers.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.553

RECOMMENDED MOTION

I move to approve Ordinance 1.553 on first reading and schedule second reading for November 15, 2021.

ORDINANCE NO. 1.553, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2022 BUDGET AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that a proposed budget be presented to the Town Council on or before the fifteenth day of October of each year;

WHEREAS, the proposed budget for 2022 was presented by the Town Administrator on September 28, 2021, October 4, 2021, and October 11, 2021; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget was open for inspection by the public at the Town Hall, and Public Hearings were held on November 1, 2021, and November 15, 2021, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

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

Section 1. The 2022 budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Exhibit A
Town of Parker
2022 Annual Budget

General Fund

Beginning Fund Balance	\$ 21,008,277.00
Revenues	67,685,739.00
Expenditures	70,538,442.00
Ending Fund Balance	<u>\$ 18,155,574.00</u>

Conservation Trust Fund

Beginning Fund Balance	\$ 348,546.00
Revenues	600,060.00
Expenditures	600,000.00
Ending Fund Balance	<u>\$ 348,606.00</u>

Parks and Recreation Fund

Beginning Fund Balance	\$ 14,097,157.00
Revenues	12,207,184.00
Expenditures	11,386,910.00
Ending Fund Balance	<u>\$ 14,917,431.00</u>

Law Enforcement Assistance Fund

Beginning Fund Balance	\$ 69,637.00
Revenues	107,460.00
Expenditures	166,361.00
Ending Fund Balance	<u>\$ 10,736.00</u>

Cultural Fund

Beginning Fund Balance	\$ 664,551.00
Revenues	6,429,812.00
Expenditures	5,893,280.00
Ending Fund Balance	<u>\$ 1,201,083.00</u>

Recreation Fund

Beginning Fund Balance	\$ 628,978.00
Revenues	10,956,500.00
Expenditures	9,771,922.00
Ending Fund Balance	<u>\$ 1,813,556.00</u>

Capital Renewal and Replacement Fund

Beginning Fund Balance	\$ 30,998,762.00
Revenues	9,330,000.00
Expenditures	-
Ending Fund Balance	<u>\$ 40,328,762.00</u>

Public Improvements Fund

Beginning Fund Balance	\$ 22,693,107.00
Revenues	16,722,634.00
Expenditures	13,165,000.00
Ending Fund Balance	<u>\$ 26,250,741.00</u>

Excise Tax Fund

Beginning Fund Balance	\$ 16,195,006.00
Revenues	6,400,000.00
Expenditures	5,000,000.00
Ending Fund Balance	<u>\$ 17,595,006.00</u>

Transportation Impact Fees Fund

Beginning Fund Balance	\$ 77,097.00
Revenues	103.00
Expenditures	77,200.00
Ending Fund Balance	<u>\$ -</u>

Park and Recreation Impact Fees Fund

Beginning Fund Balance	\$ 145,334.00
Revenues	400.00
Expenditures	145,734.00
Ending Fund Balance	<u>\$ -</u>

Public Works Impact Fees Fund

Beginning Fund Balance	\$ 7,020.00
Revenues	15.00
Expenditures	0.00
Ending Fund Balance	<u>\$ 7,035.00</u>

General Government Impact Fees Fund

Beginning Fund Balance	\$ 10,466.00
Revenues	20.00
Expenditures	0.00
Ending Fund Balance	<u>\$ 10,486.00</u>

Police Facility Impact Fees Fund

Beginning Fund Balance	\$ 10,639.00
Revenues	20.00
Expenditures	0.00
Ending Fund Balance	<u>\$ 10,659.00</u>

Court Facility Impact Fees Fund

Beginning Fund Balance	\$ 996.00
Revenues	4.00
Expenditures	0.00
Ending Fund Balance	<u>\$ 1,000.00</u>

Hess Ranch Metro District Fund

Beginning Fund Balance	\$ 81,459.00
Revenues	53,160.00
Expenditures	0.00
Ending Fund Balance	<u>\$ 134,619.00</u>

Parkglenn Construction Fund

Beginning Fund Balance	\$ 213,067.00
Revenues	400.00
Expenditures	213,467.00
Ending Fund Balance	<u>\$ -</u>

General Debt Service Fund

Beginning Fund Balance	\$ -
Revenues	943,210.00
Expenditures	943,210.00
Ending Fund Balance	<u>\$ -</u>

Recreation Debt Service Fund

Beginning Fund Balance	\$ -
Revenues	1,582,499.00
Expenditures	1,582,499.00
Ending Fund Balance	<u>\$ -</u>

Stormwater Utility Fund

Beginning Fund Balance	\$ 5,183,476.00
Revenues	9,791,240.00
Expenditures	12,233,204.00
Ending Fund Balance	<u>\$ 2,741,512.00</u>

Fleet Services Fund

Beginning Fund Balance	\$	2,107,467.00
Revenues		2,988,150.00
Expenditures		2,544,648.00
Ending Fund Balance	\$	<u>2,550,969.00</u>

Technology Management Fund

Beginning Fund Balance	\$	1,280,117.00
Revenues		4,183,682.00
Expenditures		4,219,666.00
Ending Fund Balance	\$	<u>1,244,133.00</u>

Facility Services Fund

Beginning Fund Balance	\$	89,454.00
Revenues		1,181,235.00
Expenditures		1,141,062.00
Ending Fund Balance	\$	<u>129,627.00</u>

Medical Benefits Fund

Beginning Fund Balance	\$	1,440,903.00
Revenues		4,739,150.00
Expenditures		4,411,098.00
Ending Fund Balance	\$	<u>1,768,955.00</u>



Request for Town Council Action

Date: November 1, 2021

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **OPIOID ITEMS**

Department: **Town Attorney, Jim Maloney**
Town Attorney, Jamie Wynn

EXECUTIVE SUMMARY

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

The purpose of the resolution is for Town Council to consider approval of the Subdivision Settlement Participation Form, Settlement Participation Form and the Colorado Subdivision Escrow Agreement, which are necessary for the settlement of the lawsuit (collectively referred to as the “Settlement Documents”).

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) the Settlement Documents, which are the subject of Resolution No. 21-047, committing the local government to waive any present or future claims against the Distributors; and (2) the Colorado MOU, which is the subject of Ordinance No. 9.341, that will allocate Colorado's share of the \$300 million in proceeds as follows: (i) 20% direct allocation to all "participating" local governments that have signed the Settlement; (ii) 60% allocation to newly formed regional entities that will be governed by local officials on a regional level (Douglas County is Region 12); (iii) 10% allocation for statewide infrastructure projects; and (iv) 10% allocation to the state for discretionary spending.

Following approval of Ordinance No. 9.341 and Resolution No. 21-047, the Colorado MOU and the Settlement Documents will be placed in escrow with the Colorado Municipal League ("CML") and will not be released by CML until there is 95% participation by local governments in Colorado. In the event this participation threshold is not reached by December 29, 2021, the Colorado MOU and the Settlement Documents will be returned to the Town.

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 Colorado 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)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

ATTACHMENTS

1. Ordinance No. 9.341
2. Resolution No. 21-047

RECOMMENDED MOTION

I move to approve Ordinance No. 9.341 on second reading.
I move to approve Resolution No. 21-047.

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, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, 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"),

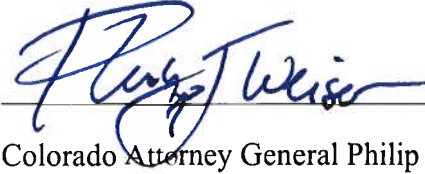
and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund (“Court-Ordered Common Benefit Fund Assessment”), then the Participating Local Governments shall be required to first seek to have their attorneys’ fees and expenses paid through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

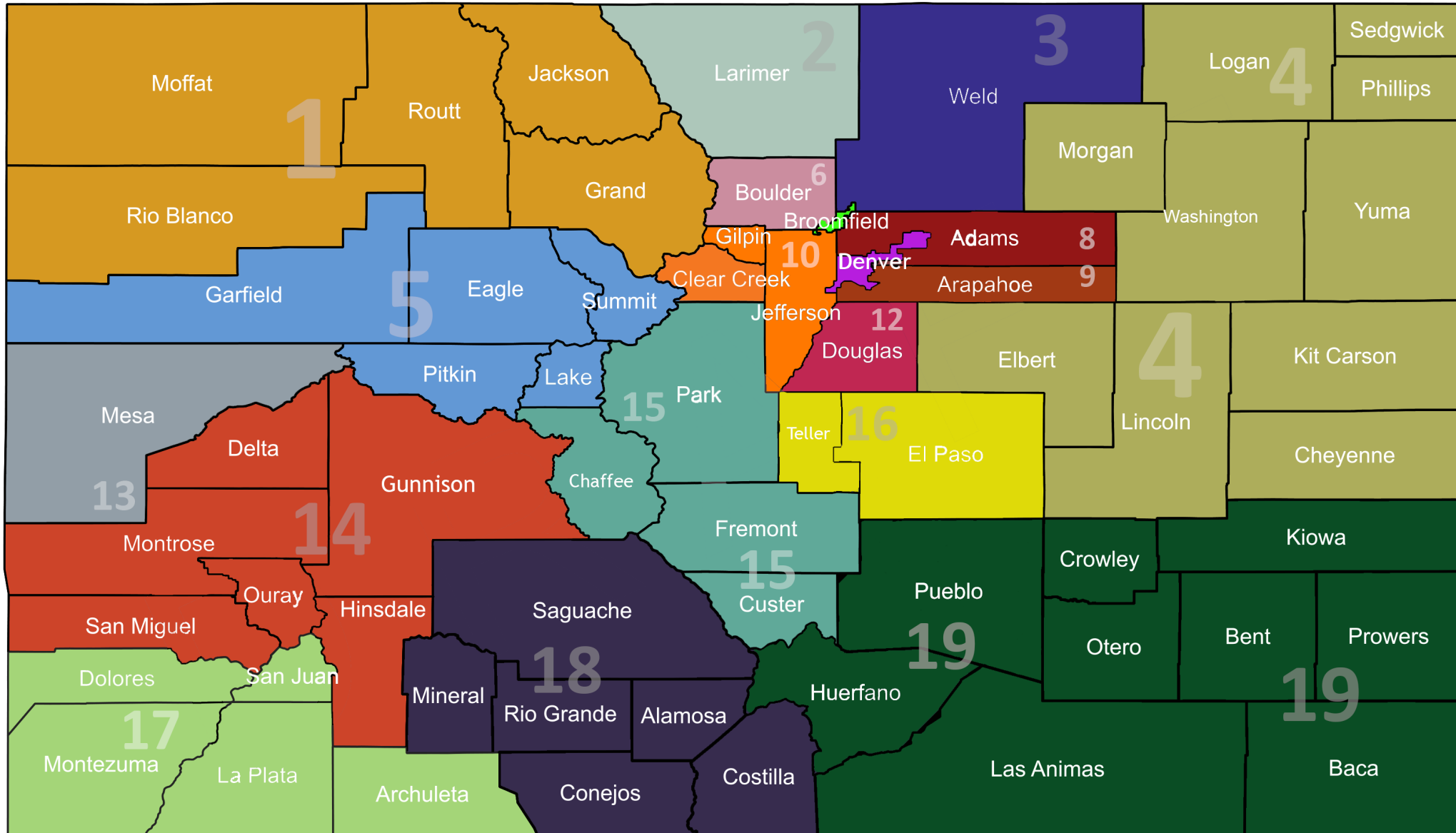
Government Name	County	Gov't Type	Multi-County
Yuma County	Yuma	County	
Eckley	Yuma	City	
Wray	Yuma	City	
Yuma	Yuma	City	

*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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RESOLUTION NO. 21-047, Series of 2021

TITLE: A RESOLUTION TO APPROVE THE SUBDIVISION SETTLEMENT PARTICIPATION FORM, SETTLEMENT PARTICIPATION FORM, AND COLORADO SUBDIVISION ESCROW AGREEMENT, CONCERNING THE NATIONWIDE OPIOID SETTLEMENT

WHEREAS, nationwide settlements (the “Settlement”) were reached with opioid distributors (McKesson, Cardinal Health, and AmerisourceBergen) and opioid manufacturer Johnson & Johnson (collectively, the “Distributors”) to resolve claims by state and local governments that these companies contributed to the opioid epidemic;

WHEREAS, the Colorado Memorandum of Understanding (the “Colorado MOU”), which is the subject of Ordinance No. 9.341, Series of 2021, which was approved contemporaneously with this Resolution No. 21-047, establishes the framework for distributing and sharing Settlement proceeds throughout Colorado;

WHEREAS, in order to participate in the Settlement, Town Council approval of the “Subdivision Settlement Participation Form,” which is attached as **Exhibit A** and incorporated by this reference, and the “Settlement Participation Form,” which is attached as **Exhibit B** and incorporated by this reference, is required;

WHEREAS, to ensure that the legal claims are released only when 95% participation by local governments has been reached, which secures significant incentive payments under the Settlement, Town Council approval of the “Colorado Subdivision Escrow Agreement,” which is attached as **Exhibit C** and incorporated by this reference, is required;

WHEREAS, upon approval of this Resolution No. 21-047, the Subdivision Settlement Participation Form (Exhibit A) and the Settlement Participation Form (Exhibit B) as signed by the Mayor, together with the Colorado MOU, will be placed in escrow with the Colorado Municipal League (“CML”), as provided by the Colorado Subdivision Escrow Agreement (Exhibit C), and will not be released by CML until there is 95% participation by local governments in Colorado; provided that Exhibits A, B and the Colorado MOU will be returned to the Town if the 95% threshold is not reached by December 29, 2021; and

WHEREAS, the Town Council desires to approve Exhibits A, B and C.

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 approves the Subdivision Settlement Participation Form (Exhibit A).

Section 2. The Town Council hereby approves the Settlement Participation Form (Exhibit B).

Section 3. The Town Council hereby approves the Colorado Subdivision Escrow Agreement (Exhibit C).

Section 4. The Town Council hereby approves authorizes the Mayor to sign Exhibits A, B and C.

Section 5. The Town Council hereby directs the Town Attorney to place Exhibits A, B and C in escrow with CML.

RESOLVED AND PASSED this _____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C

Colorado Subdivision Escrow Agreement

Governmental Entity:	State: CO
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”) hereby provides Colorado Counties, Inc. (for counties) or the Colorado Municipal League (for municipalities) (“*Escrow Agent*”) the enclosed copies of the Governmental Entity’s endorsed Subdivision Settlement Participation Forms and the Colorado Opioids Settlement Memorandum of Understanding (“Colorado MOU”), to be held in escrow. The Subdivision Settlement Participation Forms apply respectively to (1) the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, dated July 21, 2021 (“*Distributor Settlement*”); and (2) the National Settlement Agreement with Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson, dated July 21, 2021 (“*J&J Settlement*”). Pursuant to this Agreement, the Subdivision Settlement Participation Forms and the Colorado MOU will be released only if there is 95% participation by local governments in Colorado as further explained below.

Purpose of this Agreement

By endorsing a Subdivision Settlement Participation Form in the Distributor Settlement and the J&J Settlement, a governmental entity agrees to participate in those settlements and release any legal claims it has or may have against those settling pharmaceutical companies. This Colorado Subdivision Escrow Agreement is meant to ensure that the legal claims of governmental entities in Colorado will be released only when 95% participation by certain governmental entities has been reached. That 95% participation threshold is important because it signals to the settling pharmaceutical companies that the settlement has wide acceptance which will then secure significant incentive payments under these settlement agreements.

Escrow

The Escrow Agent shall promptly report the receipt of any Governmental Entity’s endorsed Subdivision Settlement Participation Forms and Colorado MOUs to the Colorado Attorney General’s Office and to the law firm of Keller Rohrback L.L.P. These documents shall be released by the Escrow Agent to the Colorado Attorney General’s Office if and when the Escrow Agent is notified by the Attorney General’s Office and Keller Rohrback that that the threshold 95% participation levels have been reached for both the Distributor Settlement and the J&J Settlement, as further described below. If by December 29, 2021, the Escrow Agent has not received notification that the threshold 95% levels have been reached for both the Distributor Settlement and the J&J Settlements, then the documents being escrowed shall be returned to the Governmental Entities and all copies shall be destroyed.

Distributor Settlement

The Attorney General's Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the percentages of populations eligible for Incentives B and C, as described in Sections IV.F.2 and IV.F.3 of the Distributor Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages of populations eligible for Incentives B and C under the Distributor Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

J&J Settlement

The Attorney General's Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the Participation or Case-Specific Resolution Levels for Incentives B and C, as described in Sections V.E.5 and V.E.6 of the J&J Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages or populations eligible for Incentives B and C under the J&J Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

Colorado Subdivision Name _____

Authorized Signature

Date



Request for Town Council Action

Date: November 1, 2021

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.28.27 – Second 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

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 second reading.

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, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: November 1, 2021

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.28.28 – Second 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

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 outdoor 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 second reading.

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, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: November 1, 2021

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.28.29 – Second 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

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)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 5.28.29

RECOMMENDED MOTION

I move to approve Ordinance No. 5.28.29 on second reading.

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) Obtain a community event permit from the Town, and otherwise have a right to occupy the premises sought for the festival permit; and
- (4) Establish 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, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: November 1, 2021

Submitted By: Tom Williams, Director Eng/PW

Reviewed By: Michelle Kivela, Town Administrator

Title: **ANTHOLOGY NORTH PROJECT**

Department: **Engineering and Public Works, Tom Williams**

EXECUTIVE SUMMARY

This agreement and resolution will accelerate the completion of that portion of Chambers Road that will be constructed as part of the Anthology North Development. This will include a full principal arterial roadway section (6-lanes) between the intersection of Hess Road and Stroh Road.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Anthology North Planned Development (PD) is one of the largest mixed-use planned development projects in Parker with a total area of 1,208 acres. Anthology North is located in the southwestern section of the Town to the south of Hess Road, west of Motsenbocker Road, east of Rueter-Hess Reservoir and north of the Hess Ranch PD. As part of the original annexation agreement for the property, various roadway construction obligations are tied to the development of Anthology North. These roadway obligations include the construction of portions of Chambers Road, Stroh Road and Hess Road.

Since the original annexation of the property, the Town advanced the construction of the portion of Hess Road that the Anthology North property owner was obligated to construct as part of the development. The Town elected to advance the construction of Hess Road to alleviate the increased traffic and congestion on the other Town roadways, including Mainstreet and Lincoln Avenue. A provision was included in the annexation agreement that required the Anthology North property owner to reimburse the Town, with accumulated interest, for any portions of Hess Road that was constructed prior to development. This reimbursement is currently calculated at approximately \$7.7 million and is to be paid to the Town on a pro-rata, per unit basis.

In accordance with the annexation agreement and partial waiver resolution, one-half (3-lanes) of Chambers Road through the Anthology North Property is to be constructed as part of development. The first portion of Chambers Road, between Hess Road and Bramwell Drive,

was to be constructed prior to release of the first building permit on the property. The second segment between Bramwell Drive and Stroh Road ("Gap") was to be constructed prior to the release of the first building permit within Anthology North Segment 1B or 1C. The Town would ultimately be responsible for widening Chambers Road between Hess Road and Stroh Road to a full principal arterial section (6-lanes) in the future. The Town has this widening project identified in the 10-year CIP plan at a cost of approximately \$8.5 million.

Although the Anthology North Developer is processing Final Plats that will trigger the construction of the first portion of Chambers Road, they have not begun processing Final Plats that would trigger the construction of the "Gap" portion of Chambers. Therefore, there could be a delay in completing the 3-lanes of Chambers Road between Hess Road and Stroh Road. Because of development that is occurring to the south (Looking Glass and Trails at Crowfoot), staff realized there could be a benefit in trying to accelerate the completion of Chambers Road and started discussions with the Anthology North development team several months ago.

Assuming the cost to widen Chambers Road is roughly equivalent to the Hess Road reimbursement, the proposed Fourth Amendment to the Annexation Agreement would release the developer from the obligation to pay this amount, in exchange for the developer agreeing to accelerate construction of the Chambers Road "Gap" and complete the widening of Chambers Road, on behalf of the Town. The proposal includes completing the Chambers Road "Gap" and widening within one (1) year of completion (probationary acceptance) of the first segment between Hess Road and Bramwell Drive. See attached map for a description of the roadway segments and development triggers for completion.

The proposed Fourth Amendment to the Annexation Agreement also provides that the developer will design and construct a grade-separated multiuse trail crossing of Chambers Road south of Bramwell Drive. This is a new development obligation, which will provide trail users/pedestrians with a safer alternative for crossing Chambers Road. This pedestrian crossing would be completed as part of the Chambers Road "Gap" and widening project.

On April 15, 2019, the Town Council approved Resolution No. 19-023, known as the "Partial Waiver Resolution," to allow the property owner to segment the development of the PD into three (3) phases. The approved Partial Waiver Resolution enables the Anthology North development team to proceed with Segment One (1) while deferring compliance with the Sketch and Preliminary Plan requirements of the Land Development Ordinance (LDO) found at Sections 13.07.060 and 13.07.070 for future Segments Two (2) and Three (3).

On May 3, 2021, the Town Council approved Resolution No. 21-022, which amends the Partial Waiver Resolution to allow the property owner to further sequence Segment One (1) into Segments 1A, 1B and 1C. The amendment also requires the Anthology North development team to:

- (a) update the required Parks Master Plan with each Sketch and Preliminary Plan for Segments One (1), Two (2) and Three (3); and
- (b) convey (i) Planning Area 39 at the time of first final plat approval for Segment 1B; (ii) Planning Area 14 at the time of first final plat approval for Segment Two (2); and (iii) Planning Area 27 at the time of first final plat approval for Segment Three (3).

A new amendment to the Partial Waiver Resolution is needed to incorporate the changes in the proposed Fourth Amendment to the Annexation Agreement, to address the timing of the construction of Chambers Road.

FINANCIAL IMPACT

Since the Town is waiving the Hess Road reimbursement provision for the Anthology North Property, they have agreed to construct the Chambers Road widening and pedestrian undercrossing at no cost to the Town.

STRATEGIC GOAL(S)



ATTACHMENTS

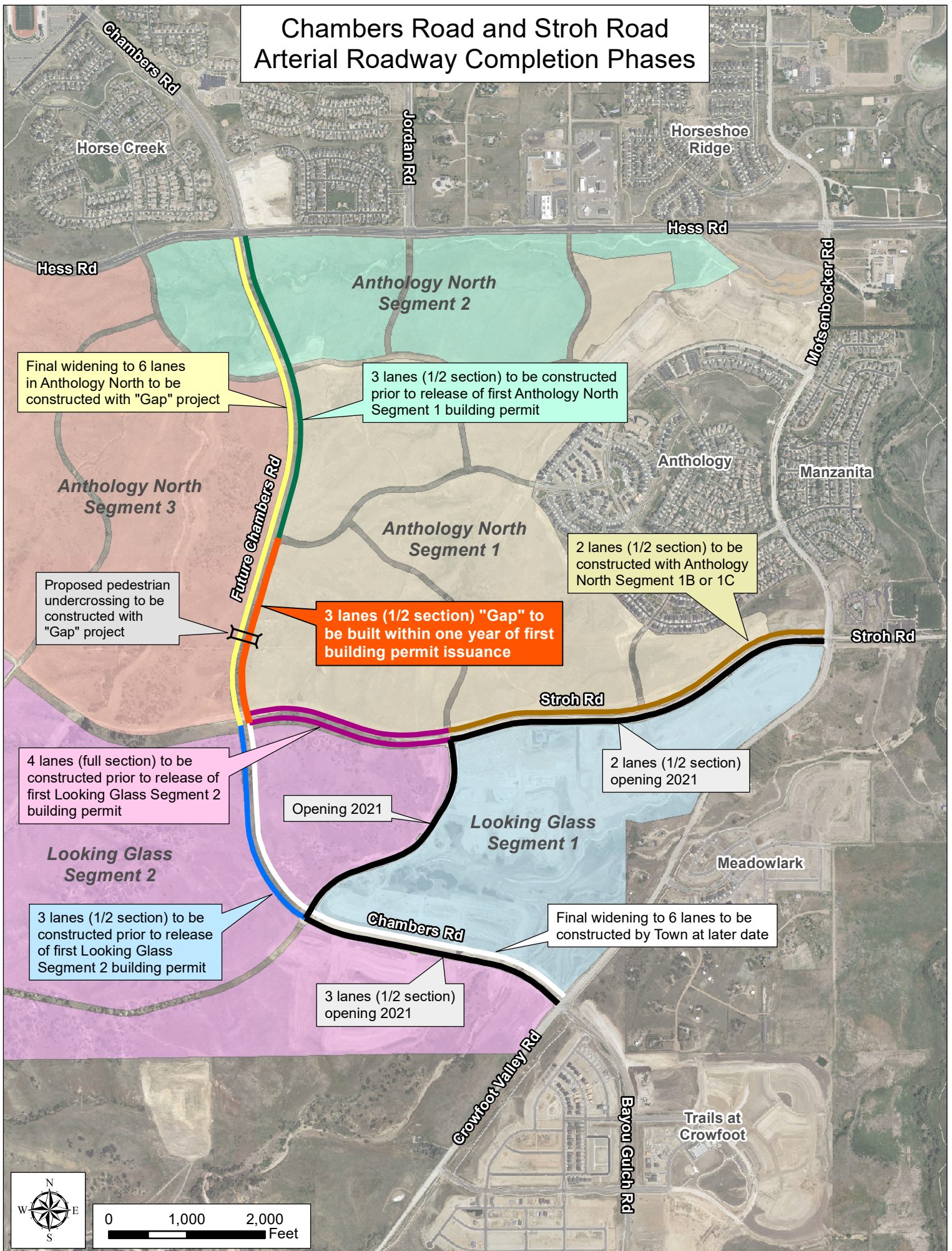
1. Chambers Road and Stroh Road Arterial Completion Phases Map
2. Fourth Amendment to Amended and Restated Stroh Ranch/Hess Annexation Agreement (Northern Property)
3. Resolution No. 21-022.1

RECOMMENDED MOTION

I move to approve the Fourth Amendment to Amended and Restated Stroh Ranch/Hess Annexation Agreement.

I move to approve Resolution No. 21-022.1

Chambers Road and Stroh Road Arterial Roadway Completion Phases



**FOURTH AMENDMENT TO AMENDED AND RESTATED STROH RANCH/HESS
ANNEXATION AGREEMENT
(NORTHERN PROPERTY)**

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED STROH/HESS ANNEXATION AGREEMENT (NORTHERN PROPERTY) (this “**Fourth Amendment**”) is voluntarily made and entered into this _____ day of _____, 2021, by and between the Town of Parker, a Colorado home rule municipality (the “**Town**”), and North Parker Investments, LLC, an Arizona limited liability company (“**NPI**”); and Anthology Recovery Acquisition LLC, a Delaware limited liability company (“**ARA**” and collectively with NPI, the “**Property Owner**”).

RECITALS

A. The Town and Parker Water and Sanitation District, NPI, Parker PA-11, LLC, Kurt F. Wolter, Kimberly Jensen, Greg McIlvain, and Ann Wolter entered into the Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property) on May 5, 2014 (the “Amended and Restated Agreement”), which Agreement was recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2015001482.

B. The Amended and Restated Agreement was subsequently amended pursuant to a First Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), dated November 26, 2014 (the “First Amendment”), and recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2015004838, pursuant to a Second Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), dated September 21, 2015 (the “Second Amendment”) and recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2015089147, and pursuant to a Third Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), dated November 16, 2020 (the “Third Amendment”) and recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2020121826. The Amended and Restated Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment, is referred to as the “Agreement.”

C. Pursuant to Paragraph 29 of the Amended and Restated Agreement, the Town, NPI and Parker PA-11, LLC (“PPA11”) had the authority to amend the Agreement, by agreement executed in writing, and PPA11 has subsequently assigned its right to amend the Agreement to ARA, pursuant to an Assignment Agreement recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 201020237.

D. The Town and the Property Owner desire to enter into this Fourth Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property) to modify certain obligations, to the extent provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants and promises set forth below, the receipt and sufficiency of which are hereby acknowledged, the Town and the Northern Property Owner hereby agree to this Fourth Amendment as follows:

Section 1. Paragraph 12(a) of the Agreement is amended to provide as follows:

12. Construction of Roads.

(a) Design and Construction of Chambers Road. Chambers Road shall be designed and constructed as a principal arterial road and the Property Owner shall construct the full six (6) lane roadway section of Chambers Road, including auxiliary, acceleration and deceleration lanes, on the Northern Property. The final location of access points and separation between access points is subject to the Town of Parker Roadway Criteria Manual, as amended, and shall be in general conformance with the Development Plan.

* * *

(ii) Cost Estimate. In connection with the design of Chambers Road as set forth in Paragraph 12(a)(i), the Property Owner shall prepare a detailed cost estimate for Chambers Road from Hess Road to Stroh Road and the Trail Crossing (as defined below), subject to approval by the Town, which are based on the design approved by the Town (the “**Approved Chambers Cost Estimate**”). The Approved Chambers Cost Estimate shall also include lineal foot cost which is based on the total construction cost estimate. Every year following the initial approval of the Approved Chambers Cost Estimate by the Town, the Property Owner shall prepare an updated detailed cost estimate for Chambers Road from Hess Road to the southern boundary of the Northern Property and the Trail Crossing, subject to approval by the Town, which estimate shall replace the Approved Chambers Cost Estimate that was previously approved by the Town. The Approved Chambers Cost Estimate and any replacement of the Approved Chambers Cost Estimate shall be increased annually, commencing at the time when the first final plat for the Northern Property is recorded, or, in the case of any updated Approved Chambers Cost Estimate, from the time of the Town’s approval of same, by the Construction Costs Index, as published by the Engineering News Record.

(iii) Dedication. The Property Owner shall convey sufficient real property in fee simple absolute, Free and Clear of All Liens and Encumbrances, which shall be one hundred seventy (170) feet in width, together with easements that are necessary to construct such road, including, but not limited to drainage, slope and construction easements, as reasonably determined by the Town, for the full roadway principal arterial section for Chambers Road to be located on the Northern Property. The Town shall reconvey any drainage, slope and construction easements described herein to the Property Owner when development grading by the Property Owner during the platting process eliminates the need for such drainage slope and construction easements. This dedication shall be made at no cost to the Town, and shall be made at the time of final plat or upon thirty (30) days’ written notice of the Town to the Property Owner, whichever occurs first. The final alignment shall be generally as shown on the Development Plan and determined upon the completion of the final design, as determined by the Town.

(iv) Grading. The Property Owner shall grade the full width of Chambers Road on the Northern Property as a principal full arterial roadway section at the time that the Property Owner constructs the initial one-half (1/2) arterial section of Chambers Road on the Northern Property, as described herein.

(v) Construction. The Property Owner shall construct Chambers Road, as described in this Subparagraph, according to the following schedule:

(1) Construction. Prior to the release of the first building permit on the Northern Property, the Property Owner shall construct one-half (1/2) of the full principal arterial roadway section, including all necessary auxiliary, acceleration and deceleration lanes, of Chambers Road from Hess Road to the northern boundary of Planning Area 40 at Bramwell Drive. No later than one year following the Town's probationary acceptance of the construction of the initial one-half (1/2) of Chambers Road from Hess Road to the northern boundary of Planning Area 40 at Bramwell Drive, the Property Owner shall complete and receive probationary acceptance for the remaining one-half (1/2) of Chambers Road from Hess Road to the northern boundary of Planning Area 40 at Bramwell Drive and the full principal arterial roadway section of Chambers Road from the northern boundary of Planning Area 40 to the southern boundary of the Northern Property. Construction of the remaining portions of Chambers Road to Stroh Road shall be completed by others and the Northern Property shall have no responsibility for same.

(2) Construction Phasing. *[Deleted in its entirety.]*

* * *

(viii) Grade-Separated Multiuse Trail. As part of the construction of the second one-half (1/2) of Chambers Road from Hess Road to the northern boundary of Planning Area 40 at Bramwell Drive and the construction of the full principal arterial section of Chambers Road between the northern boundary of Planning Area 40 at Bramwell Drive and the southern boundary of the Northern Property, the Property Owner shall design and construct a grade-separated trail crossing (the "Trail Crossing") for the multi-use trail that crosses near the intersection of Chambers Road and Bramwell Drive in an east-west orientation. The Trail Crossing shall be generally located between the intersection of Chambers Road and Bramwell Drive and the southern boundary of the Northern Property, as shown on **Exhibit 1**, attached hereto and incorporated herein. The final location shall be determined by the Town at the time of the final design. The Trail Crossing shall be grade separated and generally consist of a minimum 10-foot-high and 14-foot-wide travel way with lighting, striping and signage for safety and connecting trails to the main trail alignment that traverses the intersection of Chambers Road and Bramwell Drive. The Trail Crossing alignment and final design shall be subject to final approval by the Town. The Approved Chambers Cost Estimate shall include the cost

estimate for construction of the Trail Crossing, which shall be based on the final design approved by the Town.

The Property Owner shall obtain Town approval for amendment to the Anthology North Planned Development Guide and Plan and the Anthology North Parks, Recreation, Open Space and Trails Master Plan to indicate the alignment and design of the Trail Crossing prior to construction of the full arterial roadway grading and construction of the initial one-half (1/2) of the full principal limited access arterial roadway section, including all necessary auxiliary, acceleration and deceleration lanes, of Chambers Road from Hess Road to the northern boundary of Planning Area 40 at Bramwell Drive.

* * *

(ix) Performance Guarantee. In order to secure the construction of Chambers Road and the Trail Crossing, the Property Owner shall, prior to recording the first final plat for the Northern Property in the real estate records of Douglas County, furnish the Town, at the Property Owner's expense, with the performance guarantee described herein. The performance guarantee provided by the Property Owner shall be cash in an amount equal to one hundred ten percent (110%) of the Approved Chambers Road Cost Estimate to secure the performance and completion of the construction of Chambers Road and the Trail Crossing (the "Performance Guarantee"). For any financial guarantee or security that may be required by the Parker Municipal Code in connection with any final plat subsequent to the first final plat for the Northern Property, the Property Owner shall be given credit for the amount of the Performance Guarantee required herein, to the extent the public improvements required in connection with such plat include the construction of Chambers Road.

The Approved Chambers Road Cost Estimate shall be subject to approval by the Town. The purpose of the cost estimate is solely to determine the amount of the Performance Guarantee. No representations are made as to the accuracy of these estimates and the Property Owner agrees to pay the actual costs for the construction of Chambers Road and the Trail Crossing.

Following the furnishing of the Performance Guarantee, the estimated costs of the construction of Chambers Road and the Trail Crossing may increase. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the Approved Chambers Road Cost Estimate, the Town shall give written notice to the Property Owner. The Property Owner shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended Performance Guarantee in the amount of the adjusted cost estimates.

In the event the construction of Chambers Road and the Trail Crossing are not constructed or completed within the period of time specified by Paragraph 12(a)(v)(1) of this Agreement or a written extension of time mutually agreed upon by the parties

to this Agreement, the Town may draw on the Performance Guarantee to complete the construction of Chambers Road and the Trail Crossing called for in this Agreement.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town's Director of Engineering/Public Works, the Property Owner shall provide to the Town an irrevocable letter of credit or cash performance guarantee to the Town in the amount of twenty percent (20%) of the total cost of construction of Chambers Road and the Trail Crossing, to be held by the Town during the two-year warranty period.

Section 2. Paragraph 12(c)(iii)(3) of the Agreement is hereby amended to provide as follows:

12. Construction of Roads.

(c) Design, Construction and Reimbursement of Hess Road. . The full arterial roadway section of Hess Road between Motsenbocker Road and Great Plain Way, except auxiliary lanes, has already been designed, graded and constructed. The Property Owner shall have no obligation to make reimbursements for the cost of completing such design, grading, and construction . The south one-half (1/2) of the full arterial road construction of Hess Road between Great Plain Way and the Western Boundary has not been completed. The Northern Property Owner shall complete such portion of Hess Road as set forth below.

* * *

iii. *[Deleted.]*

* * *

(3) *[Deleted.]*

a *[Deleted in its entirety.]*

b Construction of Portions of the Eastern Portion of Hess Road.
The Property Owner shall construct all of the necessary auxiliary lanes, deceleration lanes, acceleration lanes and the south sidewalk along the Eastern Portion of Hess Road as part of the associated final plat that warrants their construction, which shall be reasonably determined by the Town. The Property Owner shall convey to the Town sufficient real property in fee simple absolute, together with all easements that are necessary to construct such road improvements, including, but not limited to drainage, slope and construction easements, as determined by the Town, in accordance with duly-adopted standards, free and clear of all liens and encumbrances. Any such requirements shall be set forth in a specific subdivision improvement agreement or agreements associated with each relevant final plat.

c. *[Deleted in its entirety.]*

Section 3. The Town and the Northern Property Owner further acknowledge and agree that the Amended and Restated Agreement has not been amended, except as provided in the First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment.

Section 4. This Fourth Amendment shall be recorded with the Clerk and Recorder of Douglas County, Colorado, and shall touch, attach to, and run with the land, shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

IN WITNESS WHEREOF the parties have signed this Fourth Amendment as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

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

**NORTH PARKER INVESTMENTS,
LLC**

By: Anthology Management L.L.C., its
manager

By: _____
Scott Seldin, Member

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____,
2021, by Scott Seldin, as Member of Anthology Management L.L.C., manager of North Parker
Investments, LLC

My commission expires: _____.

SEAL

Notary Public

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

**ANTHOLOGY RECOVERY
ACQUISITION LLC, a Delaware limited
liability company**

By: _____
_____, Manager

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2021, by _____, as Manager, of Anthology Recovery Acquisition, LLC.

My commission expires: _____.

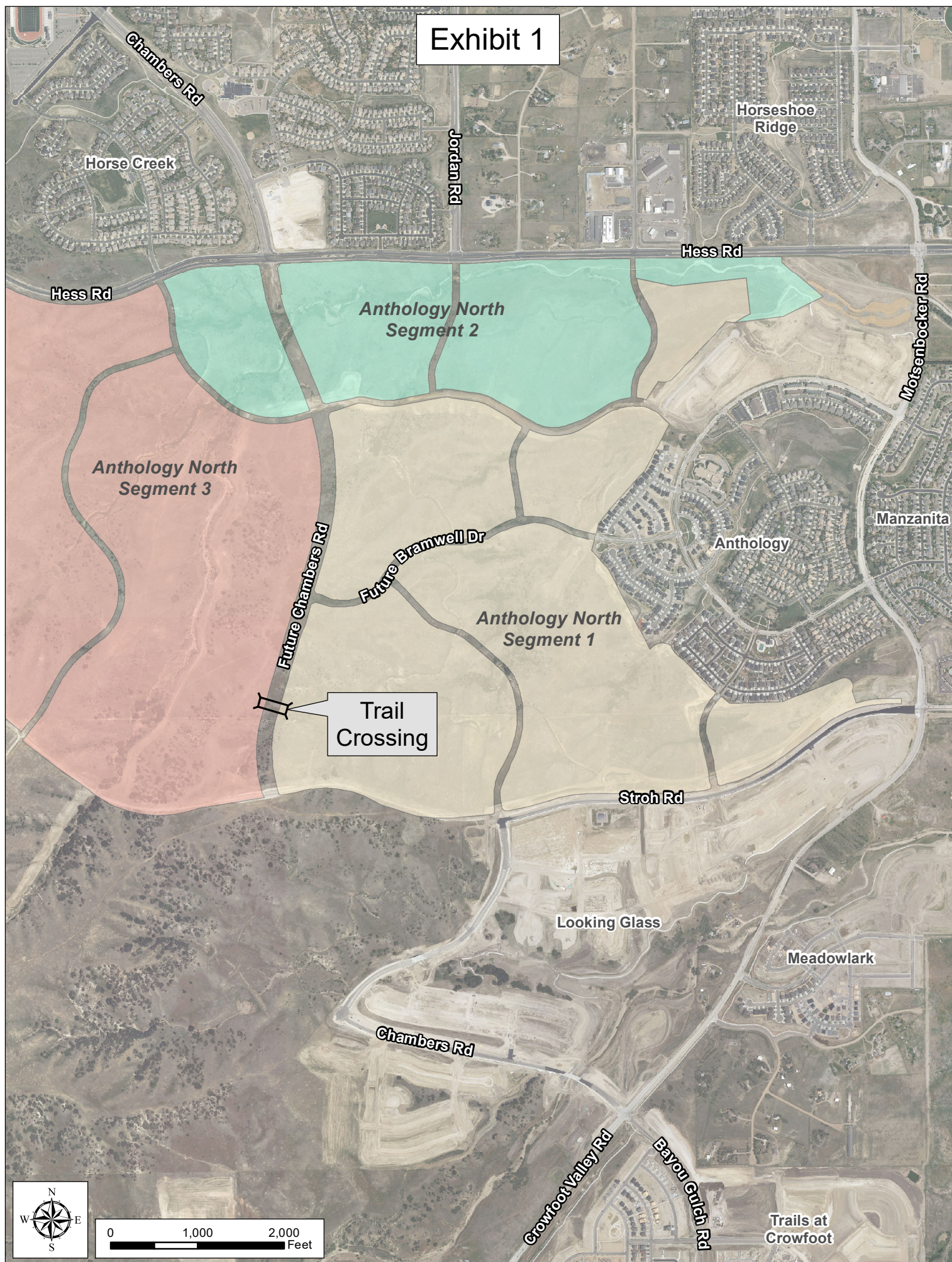
SEAL

Notary Public

EXHIBIT 1

Location of Trail Crossing

Exhibit 1



RESOLUTION NO. 21-022.1, Series of 2021

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 19-023, SERIES OF 2019, TO ALLOW, SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS, A PARTIAL WAIVER TO DEFER COMPLIANCE WITH CERTAIN REQUIREMENTS OF SECTIONS 13.07.060 AND 13.07.070 OF THE PARKER LAND DEVELOPMENT ORDINANCE AS AMENDED, ASSOCIATED WITH THE PROCESSING OF THE SKETCH AND PRELIMINARY PLAN FOR CERTAIN SEGMENTS OF THE REAL PROPERTY COMMONLY KNOWN AS THE ANTHOLOGY NORTH PROPERTY UNTIL THOSE SEGMENTS ARE READY FOR DEVELOPMENT

WHEREAS, the Town Council (the “Town”) approved Resolution No. 19-023, Series of 2019, which was consented to by North Parker Investments, LLC (the “Property Owner”); and

WHEREAS, the Town amended Resolution No. 19-023, Series of 2019, with Resolution No. 21-022, Series of 2021, which was consented to by the Property Owner (as amended, the “Resolution”);

WHEREAS, the Property Owner and the Town desire to amend the Resolution to the extent provided herein. concerning the development of the Property.

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

Section 1. The second Whereas clause on page 1 of the Resolution is amended to provide as follows:

WHEREAS, the Property Owner and the Town of Parker (the “Town”) entered into the Amended and Restated Stroh/Hess Annexation Agreement (Northern Property) on May 5, 2014, and recorded at Reception No. 20150011482 of the Douglas County Clerk and Recorder’s Office, which agreement was amended on November 26, 2014, again on September 21, 2015, and again on November 16, 2020 (as amended, the “Annexation Agreement”), concerning the development of the Property;

Section 2. The second Whereas clause on page 3 of the Resolution is amended to provide as follows:

WHEREAS, the Property Owner, as a condition to this partial waiver and deferral of the requirements contained in Sections 13.07.060 and 13.07.070 of the Code for Segments 2 and 3, will:

* * *

2. construct:

(a) *[Intentionally left blank.]*;

- (b) Great Plain Way from Chambers Road to the eastern Property boundary;
 - (c) Tammy Lane from Hess Road to Great Plain Way;
 - (d) the collector road, known as Bramwell Drive, between Chambers Road and the eastern Property boundary; and
 - (e) the collector road connecting Great Plain Way and Bramwell Drive located between Planning Areas 36 and 37;
- all following the Town's approval of the first final plat within Segment 1(A).

3. construct:

- (a) [*Intentionally left blank.*];
 - (b) the collector road, currently known as Spirit Trail Boulevard, running from Bramwell Drive to Stroh Road; and
 - (c) all portions of Stroh Road that the Property Owner is obligated to construct (as set forth in the Annexation Agreement);
- all following the Town's approval of the first final plat within Segment 1(B);

* * *

13.(a) construct one-half of Chambers Road (as set forth in the Annexation Agreement) from Hess Road to the northern boundary of Planning Area 40, prior to release of the first building permit on the Property;

(b) No later than one (1) year following the Town's probationary acceptance of the construction of the initial one-half of Chambers Road from Hess Road to the northern boundary of Planning Area 40 at Bramwell Drive, construct:

(i) one-half of Chambers Road (as set forth in the Annexation Agreement) from the northern boundary of Planning Area 40 to the southern boundary of the Property;

(ii) the remaining one-half of Chambers Road that will complete the full roadway section (as set forth in the Annexation Agreement) from Hess Road to the common boundary between the Property and the property commonly referred to as the "Hess Ranch Property;"

(c) No later than one (1) year following the Town's probationary acceptance of the construction of the initial one-half of Chambers Road from Hess Road to the northern boundary of Planning Area 40 at Bramwell Drive, design and construct the grade-separated trail crossing for the multiuse trail that the Property Owner is obligated to construct (as set forth

in the Annexation Agreement) that crosses near the intersection of Chambers Road and Bramwell Drive in an east-west orientation.

(conditions (1) through (13) are collectively referred to as the “Partial Waiver Conditions”);

RESOLVED AND PASSED this _____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

[Remainder of page intentionally left blank. Consent signature on following page.]

CONSENT OF THE PROPERTY OWNER

The Property Owner hereby consents to and agrees to be bound by Resolution No. 21-022.1, Series of 2021.

**NORTH PARKER INVESTMENTS,
LLC:**

By: _____
North Parker Investments, LLC
By: Anthology Management L.L.C., its
manager
By: Scott Seldin, member

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Scott Seldin, as member of Anthology Management L.L.C., manager of North Parker Investments, LLC.

My commission expires: _____.

SEAL

Notary Public



Request for Town Council Action

Date: November 1, 2021

Submitted By: Michelle Kivela, Town Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **TOWN OF PARKER POLICY MANUAL**

Department: **Town Administrator, Michelle Kivela**

EXECUTIVE SUMMARY

The Town of Parker Policy Manual consolidates Town Council policies adopted by Town Council Resolution into a reference document that is both accessible and transparent. Resolution 21-051 amends the Council Liaison Policy (No. 1-12) and Resolution 21-052 creates the Consent Agenda Policy (No. 1-13).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

At the July 25, 2021 Strategic Retreat, there was a discussion on the need to formalize the process for assigning Council Liaisons to various boards, agencies and community groups. Staff was asked to draft a policy to guide the Mayor and Council in the appointment process for Council Liaisons. At the October 11, 2021 Council Study Session, staff presented amendments to the Council Liaison Policy No. 1-12 to include an appointment process for Council Liaison assignments. The purpose of the policy is to: a) define the process by which Council Liaison appointments are identified and assigned; b) define the roles and responsibilities of a Council Liaison; c) differentiate between Council Liaison roles and other appointments made by Council to various boards, agencies and community groups; and d) provide agencies and community groups with clarity as to the role and expectations of a Council Liaison. Resolution 21-051 amends the Town Council Policy Statement 1-12 - Council Liaison Policy to provide for the updates as requested by the Town Council.

At the October 11, 2021 Study Session, the Town Council discussed the process by which Council Meeting Consent Agenda items are scheduled. The Consent Agenda streamlines Council Meeting procedures by grouping items considered to be routine, administrative or noncontroversial (and do not require a discussion), into a single agenda item that can be passed with a single motion and vote. The Consent Agenda is a method to expeditiously handle routine matters coming before the Town Council. Transparency and accountability are the foundations of successfully utilizing the Consent Agenda. The Consent Agenda allows for more efficiency with citizens' and staff time regarding routine items. Resolution 21-052 adopts the Town Council Policy Statement 1-13 – Consent Agenda Policy, which defines and identifies items to

be placed on the Consent Agenda.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Resolution No. 21-051
2. Resolution No. 21-052

RECOMMENDED MOTION

I move to approve Resolution No. 21-051.

I move to approve Resolution No. 21-052.

RESOLUTION NO. 21-051, Series of 2021

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 18-054, SERIES OF 2018, CONCERNING THE TOWN OF PARKER POLICY MANUAL BY THE ADOPTION OF AN AMENDED TOWN OF PARKER POLICY STATEMENT 1-12 CONCERNING THE COUNCIL LIAISON POLICY

WHEREAS, the Town Council approved Resolution No. 18-054, Series of 2018, on August 20, 2018, to adopt the Town of Parker Policy Manual; and

WHEREAS, the Town Council desires to amend Town of Parker Policy Statement 1-12 entitled Council Liaison Policy, which is attached hereto as **Exhibit A** and incorporated by this reference ("Town Council Policy Statement 1-12").

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 amended Town Council Policy Statement 1-12 entitled Council Liaison Policy.

Section 2. The previous Policy Statement 1-12 adopted by Resolution No. 20-038 shall be of no further force or effect.

RESOLVED AND PASSED this _____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Town of Parker, Colorado

POLICY STATEMENT

TITLE Council Liaison Policy	PAGE 1 of 3	POLICY NUMBER 1-12
EFFECTIVE DATE August 3, 2020	REVISED DATE November 1, 2021	
APPROVED BY COUNCIL ACTION Resolution No. 21-051		

PURPOSE

The purpose of this policy is to: a) define the process by which Council Liaison appointments are identified and assigned; b) define the roles and responsibilities of a Council Liaison; c) differentiate between Council Liaison roles and other appointments made by Council to various boards, agencies and community groups; and d) provide agencies and community groups with clarity as to the role and expectations of a Council Liaison.

POLICY STATEMENT

The primary objective for Council Liaisons is to foster positive working relationships and communication between the Town and external agencies or community groups.

Serving as a Council Liaison is an expectation of the elected official position.

This policy applies to all council liaison appointments as identified each year by the Town Administrator as part of the assignment process described below. Such appointments may or may not include the Centennial Airport Community Noise Roundtable, Cherry Creek Basis Work Group, Douglas County Youth Initiative Partnership Douglas County Government, among others, as identified each year by the Town Administrator.

Council Liaison Role

The role of the Council Liaison is intended to facilitate positive and ongoing communication with external agencies on matters of mutual interest. The intent of doing so is to ensure a continuing dialogue on how the Town and agency or community group can work together to better meet the community needs. Additionally, the Council Liaison is to:

1. Provide updates to the rest of Council regarding recent events and community initiatives. Updates may be made verbally at regular Council meetings under Council Reports, by email, a written memo, or in any other manner to keep the entire Council apprised of liaison activities.
2. Attend meetings of the agency or community group as time and scheduling permits, and where agenda topics are of mutual interest

TITLE	PAGE	POLICY NUMBER
Council Liaison Policy	2 of 3	1-12

3. Engage in conversation at the agency or community group meetings, providing information and context from the Town's perspective

The liaison roles are also determined by the external agency and may require the Council Liaison to serve as an advisor, a board member, or a local government representative.

Council Liaison Assignments

The Council Liaison assignments should be a collaborative process among Councilmembers and the Mayor. The Council Liaison assignments are made by the end of each year, in December, in order to provide the external agency or community group with the Council Liaison information in January for the upcoming year.

The Mayor will appoint Council Liaisons with the consent of the Council. The Mayor will request recommendations from Council in making assignments. The Mayor will solicit from each Councilmember which liaison assignments they desire and will submit recommendations to the full Council for discussion. If more than one Councilmember is interested in a particular assignment, the Council will reach consensus on which Councilmember is assigned as Council Liaison.

Assignments should:

1. Take into consideration a Councilmember's personal interests and expertise, along with their involvement in a particular subject area.
2. Consider the Councilmember's ability and schedule to attend meetings.
3. Broaden a Councilmember's knowledge by rotating responsibilities to enhance the perspective of Councilmembers.

Council Liaison Guidance

1. In order to avoid violations of the Colorado Open Meetings Law, C.R.S. 24-6-401, *et seq.*, attendance at any Council Liaison meeting or function is limited to two Councilmembers (unless full and timely notice of the meeting is provided in compliance with the Colorado Open Meetings Law).
2. In the capacity as a Council Liaison, the Councilmember represents the full Town Council unless otherwise specified in the external agency's by-laws or other governing documents.
3. Council Liaisons will not make commitments on behalf of the Town outside of current or previously discussed policy direction. Council Liaisons should take requests or inquiries back to the full Council or the Town Administrator for follow up or to seek Council's formal decision on a matter.
4. Any substantive matters, or formal policy statements or positions conveyed to external agencies through Council Liaisons should be discussed with and approved by the full Town Council.

TITLE Council Liaison Policy	PAGE 3 of 3	POLICY NUMBER 1-12
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5. Council Liaisons serve as the contact person for the external agency. Non-Council Liaisons should refer any communications or requests from an external agency to the assigned Council Liaison.
6. Council Liaisons should maintain regular attendance and notify the appropriate agency's contact person, the Council Liaison Alternate and the Town Administrator's Office when unable to attend a meeting at which attendance is otherwise expected.
7. Council Liaisons should attend as many of the external agency's functions as necessary to foster good communications and a positive working relationship.
8. Council Liaisons should follow all relevant governance and guidance as established by the external agency.
9. Councilmembers appointed by Council to external agency boards vote as a representative of Town Council regarding matters and issues that come before that board. Council liaisons are encouraged to abstain from voting on matters where discussion with the Parker Town Council is warranted.

RESOLUTION NO. 21-052, Series of 2021

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 18-054, SERIES OF 2018, CONCERNING THE TOWN OF PARKER POLICY MANUAL BY THE ADOPTION OF A NEW TOWN OF PARKER POLICY STATEMENT NUMBER 1-13 CONCERNING CONSENT AGENDA

WHEREAS, the Town Council approved Resolution No. 18-054, Series of 2018, on August 20, 2018, to adopt the Town of Parker Policy Manual; and

WHEREAS, the Town Council desires to adopt a new Town Council Policy Statement 1-13 entitled Consent Agenda Policy, which is attached hereto as **Exhibit A** and incorporated by this reference ("Town Council Policy Statement 1-13").

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 Town Council Policy Statement 1-13 entitled Consent Agenda Policy.

RESOLVED AND PASSED this _____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Town of Parker, Colorado

POLICY STATEMENT

TITLE Consent Agenda	PAGE 1 of 3	POLICY NUMBER 1-13
EFFECTIVE DATE November 1, 2021	REVISED DATE	
APPROVED BY COUNCIL ACTION Resolution No. 21-052		

PURPOSE

The purpose of this policy is to define the process by which Council Meeting Consent Agenda items are scheduled. The Consent Agenda streamlines Council Meeting procedures by grouping items considered to be routine, administrative or noncontroversial (and do not require a discussion), into a single agenda item that can be passed with a single motion and vote. The Consent Agenda is a method to expeditiously handle routine matters coming before the Town Council.

DEFINITIONS

“Consent Agenda” mean a list of routine, noncontroversial matters, not requiring discussion, presented for Council approval by a single motion and vote.

“Contracts above \$500,000” mean contracts with a dollar amount threshold of \$500,000 or more. Contracts above \$500,000, except for maintenance contracts and renewals, automatically go on the regular agenda and not the Consent Agenda,

“Routine/Nonroutine” and “Significant Community Interest” mean projects that are subjective and can be placed on the Consent Agenda or the regular agenda at the Town Administrator’s discretion and/or Council request. The Town Council may determine whether something is routine or nonroutine or of significant community interest at the prior Study Session. Items of significant community interest should be not placed on the Consent Agenda

“Maintenance contracts” mean contracts typically involving either repair or replacement of existing infrastructure or equipment.

“Contract renewals” mean contracts that the Council has already approved in a previous year, which included the renewal provisions requiring Council approval in the original contract.

TITLE Consent Agenda	PAGE 2 of 3	POLICY NUMBER 1-13
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POLICY STATEMENT

Transparency and accountability are the foundations of successfully utilizing the Consent Agenda. The Consent Agenda allows for more efficiency with citizens' and staff time regarding routine items. Even though Consent Agenda items are routine and noncontroversial items, it is imperative that all supporting documents be provided in the packet and that the Town Council fully reviews the documents in advance. It is important to note that the total expenditure amounts are approved by the Town Council through the annual budget appropriation process.

Consent Agenda Content

This policy is also reflected in Section 7.4.9, Town Council Meeting Items, of the Town's Operations Manual.

The Consent Agenda is generally first on the Council agenda and is provided to expedite the meeting. Therefore, only items that are identified in this policy are to be placed on the Consent Agenda. Items for consent are those which usually do not require discussion or explanation prior to action by the Council, are noncontroversial and/or similar in content, or are those items which have already been discussed or explained and do not require further discussion or explanation. Ordinances for First Reading on the Consent Agenda are for introduction only and will not be removed for discussion.

The following items may be placed on the Consent Agenda

1. Ordinances for First Reading
2. Resolutions
3. Minutes
4. Proclamations
5. Contracts below \$500,000
6. Routine contracts
7. Maintenance contracts
8. Contract renewals

The following items will be placed on the Regular Agenda

1. Ordinances for Second Reading
2. Resolutions for annexation other than resolutions setting a public hearing or remand to the Planning Commission
3. Public Hearings
4. Contracts above \$500,000
5. Nonroutine contracts
6. Significant community interest projects or contracts

Operation of the Consent Agenda

The Town Clerk shall prepare the Consent Agenda, listing those items which appear to be routine and do not require discussion. The Consent Agenda items shall be grouped together on the Consent Agenda and shall be handled in one motion (*i.e.*, "I move that the Consent Agenda be approved").

TITLE	PAGE	POLICY NUMBER
Consent Agenda	3 of 3	1-13

Town Council may approve Consent Agenda items by one motion and vote. There shall be no general discussion on the motion. An item will be considered separately only upon a majority vote of the Town Council, following a motion of a Councilmember and a second.

Any Councilmember may request that an item placed on the Consent Agenda be removed for discussion and independent vote. Any item removed from the Consent Agenda shall be discussed and acted upon following approval of the Consent Agenda.

Citizens may comment on Consent Agenda matters during Public Comment.



Request for Town Council Action

Date: November 1, 2021

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-044**
A Resolution to Approve the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Greater Parker Foundation

Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

The purpose of this resolution is to approve the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Greater Parker Foundation, subject to the approval of a majority of all voting directors in office.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On November 3, 2008, the Town Council approved the Articles of Incorporation of the Greater Parker Foundation. On November 5, 2008, the board of directors of the Greater Parker Foundation approved the Bylaws of the Greater Parker Foundation. Recently, the Town Council retained special legal counsel to modernize and update the articles of incorporation and bylaws for the Greater Parker Foundation. Attached to this Council Action Form are the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws, as prepared by special counsel. Under both the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws, a majority of all voting directors in office have the power and authority to amend the articles of incorporation and bylaws, subject to the prior approval of the Town Council, by resolution of the Town Council.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

1. Resolution No. 21-044

RECOMMENDED MOTION

I move to approve Resolution No. 21-044.

RESOLUTION NO. 21-044, Series of 2021

TITLE: A RESOLUTION TO APPROVE THE AMENDED AND RESTATED ARTICLES OF INCORPORATION AND THE AMENDED AND RESTATED BYLAWS OF THE GREATER PARKER FOUNDATION

WHEREAS, the Town Council, on November 3, 2008, approved the Articles of Incorporation of the Greater Parker Foundation;

WHEREAS, the Town Council desires to update and modernize the Articles of Incorporation and Bylaws of the Greater Parker Foundation, subject to approval of a majority of all voting directors in office; and

WHEREAS, the Town Council desires to approve the Amended and Restated Articles of Incorporation of the Greater Parker Foundation, subject to approval of a majority of all voting directors in office.

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 approves the Amended and Restated Articles of Incorporation of the Greater Parker Foundation, which are attached hereto as **Exhibit A** and incorporated by this reference, subject to approval of a majority of all voting directors in office.

Section 2. The Town Council hereby adopts the Amended and Restated Bylaws of the Greater Parker Foundation which are attached hereto as **Exhibit B** and incorporated by this reference, subject to approval of a majority of all voting directors in office.

Section 3. The Town Council of the Town of Parker further determines that any and all rules, procedures, bylaws or similar regulations adopted or used by the Greater Parker Foundation are hereby replaced in their entirety by the Amended and Restated Bylaws adopted herein.

RESOLVED AND PASSED this ____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF GREATER PARKER FOUNDATION

Article I. Name

The name of the corporation is Greater Parker Foundation.

Article II. Purposes and Powers

2.01 Purposes.

The corporation is organized and will be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. Further, within the meaning of Section 509(a)(3) of the Internal Revenue Code, the corporation is organized and will be operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of the Town of Parker, a Colorado home rule municipality ("*Parker*").

2.02 Powers.

In furtherance of the corporate purposes and objectives stated above, the corporation will have and may exercise all of the powers conferred upon nonprofit corporations organized under the laws of Colorado and may do everything necessary or convenient to accomplish its purposes and objectives, subject to the restrictions on powers stated below, and to any limitations prescribed by law.

2.03 Restrictions on Powers.

(a) Private Inurement. No part of the net earnings of the corporation will inure to the benefit of or be distributable to any director or officer of the corporation or any other individual, except that reasonable compensation may be paid for services rendered to or for the benefit of the corporation affecting one or more of its purposes. Further, no director or officer of the corporation, or any other individual, may share in any distribution of any of the corporate assets upon dissolution of the corporation or otherwise.

(b) Lobbying and Political Activity. The corporation will not engage in more than an insubstantial amount of activities that consist of carrying on propaganda or attempting to influence legislation. However, if the corporation is eligible to make and has properly made the election for

Section 501(h) of the Internal Revenue Code to apply, the corporation may carry on the activities permitted by Section 501(h), but only to the extent the activities will not result in denial of exemption under Section 501(h). The corporation will not participate or intervene in any political campaign, including the publication or distribution of statements, on behalf of or in opposition to any candidate for public office.

(c) Dissolution. Upon dissolution of the corporation, all of the corporation's assets remaining after payment of or provision for all of its liabilities will be distributed to Parker, for exclusively public purposes.

(d) Nonqualifying Activities. The corporation will not carry on any activities not permitted to be carried on by an organization described in Section 501(c)(3) of the Internal Revenue Code, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

(e) Internal Revenue Code. All references in these articles of incorporation to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any subsequent federal tax laws.

Article III. Members

The corporation will have no voting members. The corporation will have no capital stock.

Article IV. Board of Directors

4.01 General.

The management of the affairs of the corporation will be vested in the board of directors of the corporation, except as provided in the Colorado Revised Nonprofit Corporation Act, these articles of incorporation, or the bylaws of the corporation. The number of directors, their qualifications, their terms of office and the manner of their selection will be as provided in the bylaws of the corporation.

4.02 Liability of Directors.

No director will be personally liable to the corporation for monetary damages for breach of fiduciary duty as a director, except for the following: (a) any breach of the director's duty of loyalty to the corporation; (b) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (c) acts specified in C.R.S. Section 7-128-403, as it now exists or may be amended; or (d) any transaction from which the director directly or indirectly derived an improper personal benefit. If the Colorado Revised Nonprofit Corporation Act is amended to authorize the

further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability provided in this Section, will be further eliminated or limited to the fullest extent permitted by the Colorado Revised Nonprofit Corporation Act. Any repeal or modification of this Section will be prospective only and will not adversely affect any right or protection of a director of the corporation existing at the time of repeal or modification.

Article V. Bylaws

The bylaws of the corporation may be amended or repealed and new bylaws adopted in the manner provided in the bylaws. The bylaws of the corporation may contain any provisions for managing and regulating the affairs of the corporation that are consistent with law and these articles of incorporation, as these articles may be amended. However, no bylaw will have the effect of giving any director or officer of the corporation or any other individual, any proprietary interest in the corporation's property, whether during the term of the corporation's existence or upon its dissolution.

Article VI. Amendments

The board of directors of the corporation will have the power and authority at any time to amend these articles of incorporation by a majority vote of all voting directors in office, subject to the prior approval of the Parker Town Council, by resolution of the Parker Town Council.

Approved by the Parker Town Council pursuant to Resolution No. 21-044, Series 2021.

EXHIBIT B

**AMENDED AND RESTATED
BYLAWS**

OF

GREATER PARKER FOUNDATION

November 1, 2021

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**AMENDED AND RESTATED
BYLAWS
OF
GREATER PARKER FOUNDATION**

**Article I.
Nondiscrimination Policy**

The corporation shall make its services, facilities, and programs available to all persons regardless of race, color, religion, sex, national origin, age, disability, or other characteristic protected by law, and the corporation shall not in any way discriminate against any person on the basis of color, religion, sex, national origin, age, disability, or other characteristic protected by law.

**Article II.
Offices**

2.01 Business Offices.

The corporation will continuously maintain a principal office located in the Town of Parker, Colorado. The street address and mailing address, if different, of the principal office will be the address specified in the corporation's business record accessible on the Colorado Secretary of State's website. The corporation may change the location of the principal office at any time by filing a statement of change with the Colorado Secretary of State. The corporation may maintain business offices in other locations as well.

2.02 Registered Office.

The corporation will continuously maintain a registered agent and registered agent address located in Colorado, which need not be the address of the principal office. The registered agent address must be the street address and mailing address, if different, of the registered agent's home or usual place of business. The corporation may change the registered agent or address at any time by filing a statement of change with the Colorado Secretary of State.

**Article III.
Membership**

3.01 No Members.

The corporation will have no voting members but may have such classes of nonvoting members as the board of directors determines. All references to "members" in these bylaws are to such nonvoting members. The board of directors will determine the qualifications, rights, privileges, limitations, and obligations of the members; however, no members in their capacity as members may vote or otherwise participate in the management of the corporation.

3.02 Designation of Members.

The board of directors will determine the process for electing, designating or appointing new members.

3.03 Membership Dues.

The board of directors may establish membership dues, which may vary by class, and may establish rules and procedures for the manner and method of payment, the collection of delinquent dues, and the proration or refund of dues in appropriate cases.

3.04 Transfer of Membership.

Membership in the corporation is nontransferable. Members will have no ownership rights or beneficial interests of any kind in the assets of the corporation.

Article IV. Board of Directors

4.01 Powers and Authority.

(a) General Powers. All corporate powers will be exercised by or under the authority of, and the business and affairs of the corporation will be managed by, its board of directors, unless the Colorado Revised Nonprofit Corporation Act, the corporation's articles of incorporation, or these bylaws provide otherwise.

(b) Reserved Powers. Notwithstanding anything in these bylaws to the contrary, the following actions by the corporation will require the prior approval of the Town of Parker, a Colorado home rule municipality ("*Parker*"), by resolution of the Parker Town Council ("*Town Council Resolution*"):

- (1) Any grant or distribution of the corporation's income or assets to any recipient other than Parker.
- (2) Any amendment to the corporation's articles of incorporation or these bylaws.
- (3) The adoption of or any change to the mission, vision, and values of the corporation.
- (4) The adoption of or any material change to the strategic plan of the corporation.
- (5) The adoption of or any material change to a material corporate policy of the corporation (e.g., conflict of interest, compensation/performance evaluation, whistleblower, gift acceptance, naming/sponsorship).
- (6) The adoption of or any material change to the annual budget of the corporation (both operating and capital), material being defined as any change within a specific budget category of 10% or more, individually or in the aggregate, or any change in the total budget.

- (7) Any contract that exceeds \$25,000 in amount or 12 months in duration.
- (8) Any loan, installment purchase, lease-purchase agreement, line of credit, or other liability or indebtedness that is shown on the liability side of the corporation's balance sheet determined in accordance with Generally Accepted Accounting Principles.
- (9) Any mortgage, pledge, or other encumbrance of the corporation's property.
- (10) Any plan of merger, consolidation, or voluntary dissolution of the corporation.
- (11) The sale, lease, exchange, or other disposition of all or substantially all of the gross property and assets of the corporation.
- (12) The creation of controlled or owned subsidiaries or affiliates of the corporation.

4.02 Number and Qualifications.

The board of directors will have two to ten directors, as determined from time to time by Town Council Resolution. At least two and no more than two directors must be members of the Parker Town Council ("*Council Directors*"). Directors must be individuals who are age 18 or older. Directors need not be residents of Parker.

4.03 Appointed Directors.

Except for ex officio directors designated under Section 4.04, all directors will be appointed by Town Council Resolution in conjunction with the Town Council's annual retreat held in January of each year. Council Directors will serve for one-year terms. Other directors will serve for staggered two-year terms. In both cases, the terms will commence on February 1 and expire on January 31. For directors serving staggered two-year terms, approximately half will have terms expiring in odd years and the other half in even years. The Parker Town Council may assign partial terms of one-year to directors filling vacancies to balance the board. Directors will serve until their terms expire, and thereafter until their successors have been duly appointed and qualified, or until their death, resignation, or removal.

4.04 Ex Officio Directors.

The Town Administrator of Parker (the "*Town Administrator*") and the Finance Director of Parker (the "*Finance Director*"), or their respective designees, will be ex officio directors of the corporation without voting rights, but will be entitled to notice of and to participate in any meeting of the board of directors.

4.05 Resignation.

A director may resign at any time by giving written notice to the Parker Town Council and either the board chair or the secretary. The resignation does not have to be accepted to be effective, unless the notice specifies otherwise. The resignation will be effective upon receipt, unless the notice specifies a later effective date. If a resignation has a later effective date, the

Parker Town Council may by Town Council Resolution permit the director to remain in office until the effective date and fill the pending vacancy with a deferred effective date or may remove the director before the effective date and fill the resulting vacancy. A director will be considered to have resigned if a court of competent jurisdiction determines they are incapacitated. In addition, a director will be considered to have resigned if they fail to attend three or more consecutive meetings of the board of directors without being excused by the board chair, and their failure to attend is confirmed by the affirmative vote of the board of directors.

4.06 Removal.

The Parker Town Council may by Town Council Resolution remove an appointed director at any time, with or without cause, by giving written notice of the removal to the director and to the corporation. The removal will be effective when the notice is received by both the director and the corporation unless the notice states a later effective date.

4.07 Vacancies.

The Parker Town Council may, at its option, by Town Council Resolution fill any vacancy occurring on the board of directors, whether by reason of death, resignation, or removal of an appointed director, or by reason of an increase in the number of directors, at any time during the year. A director appointed to fill a vacancy arising from the death, resignation, or removal of an appointed director will serve for the unexpired term of their predecessor in office. A director appointed to fill a vacancy arising from an increase in the number of directors will serve an initial one- or two-year term, as assigned by the Parker Town Council. A director appointed to fill a vacancy will take office upon appointment, unless a later date is specified by the Parker Town Council, and will serve until their term expires, and thereafter until their successor has been duly appointed and qualified, or until their death, resignation, or removal.

4.08 Meetings.

A regular annual meeting of the board of directors will be held during the last quarter of the calendar year on the date, at the time, and at the place within Parker determined by resolution of the board, without further notice than the resolution. The purpose of the meeting will be to elect officers and to transact other business that comes before the meeting. Additional regular meetings may also be held on the date, at the time, and at the place within Parker set forth in a resolution adopted by the board, without further notice than the resolution. Special meetings may be called by or at the request of the board chair, the president/executive director, or one-third of all directors in office. The person(s) calling the special meeting may fix the date, time, and place of the meeting within Parker. Unless the meeting resolution or notice specifies otherwise, the meeting location will be the Parker Town Hall.

4.09 Notice.

The board chair may change the time and place for any regular meeting of the board of directors (including the regular annual meeting) by providing notice of the change to each director at least one week prior to the meeting. Notice of any special meeting must be given to each director at least 48 hours prior to the meeting. Notice must be given to each director at their business or residential address. Notice may be given in person or by personal delivery; by mail or private carrier; or by telephone, facsimile, email, or other form of digital communication. The method of notice can be different for each director. If mailed, notice will be considered delivered on the earlier of: 1) the date received; 2) five days after its deposit in the United States mail, as evidenced by the postmark, if correctly addressed and mailed first class mail; and 3) the date on the return receipt, if mailed registered or certified mail, return receipt requested, and the receipt is signed by or for the addressee. Notice transmitted by facsimile, email, or other means will be considered delivered upon receipt.

4.10 Waiver of Notice.

A director may waive the required notice of any regular or special meeting of the board of directors before, during, or after the meeting. The waiver must be in writing and signed by the director. A director's attendance at or participation in any meeting will constitute a waiver of notice, unless: 1) at the beginning of the meeting or promptly upon their later arrival, the director objects to holding the meeting or transacting business because of lack of notice or defective notice and does not vote for or assent to action taken at the meeting; or 2) if special notice was required of a particular purpose of the meeting under the Colorado Revised Nonprofit Corporation Act or these bylaws, the director objects to transacting business regarding the purpose for which the special notice was required and does not vote for or assent to action taken at the meeting regarding such purpose.

4.11 Assent to Action.

A director present at any meeting when corporate action is taken will be considered to have assented to all action taken at the meeting unless:

- (1) The director objects to holding the meeting or transacting business at the beginning of the meeting or promptly upon their later arrival, and does not vote for or assent to any action taken at the meeting;
- (2) The director contemporaneously requests their dissent or abstention as to any specific action taken to be entered in the minutes of the meeting; or
- (3) The director causes written notice of their dissent or abstention on any specific action to be received by the presiding officer of the meeting before its adjournment or by the corporation promptly after adjournment.

This right to dissent or abstain is not available to a director who votes in favor of the action taken.

4.12 Quorum and Voting.

A majority of all directors in office immediately before a meeting begins will constitute a quorum for taking action. A majority vote of directors present at a meeting at which there is a quorum will constitute an action of the board of directors, unless the Colorado Revised Nonprofit Corporation Act, the corporation's articles of incorporation, or these bylaws require a greater vote. If less than a quorum is present at a meeting, a majority of the directors present may adjourn the meeting until a quorum is achieved without further notice other than an announcement at the meeting.

4.13 Proxies.

Proxy voting is not permitted.

4.14 Participation by Telephone or Electronic Media.

Directors may participate in any regular or special meeting by, or conduct the meeting through the use of, any means of communication where all directors participating can hear each other during the meeting. A director participating in this manner will be considered present in person at the meeting.

4.15 Written Action in Lieu of Meeting.

Any action required or permitted to be taken at a meeting of the board of directors may be taken without a meeting by following the process set forth in this Section. An action so taken will have the same force and effect as an action taken at a meeting of the board.

(a) Notice of Vote. Written notice must be delivered to each director setting forth: 1) the action to be voted upon; 2) the time by which the director must respond; and 3) a statement that failing to respond by the time stated will have the same effect as abstaining in writing and failing to demand a meeting.

(b) Response by Director. In response to the written notice, a director may: 1) vote in writing for the action; 2) vote in writing against the action; 3) abstain in writing from voting; 4) fail to respond; or 5) demand in writing action not be taken without a meeting. The response must be in a form sufficient to inform the corporation of the director's identity; the director's vote, abstention or demand; and the proposed action to which the vote, abstention, or demand relates. A director's right to demand a meeting will be waived unless the corporation receives the demand by the time stated in the written notice. All signed written instruments to effect action under this Section must be filed with the minutes of the meetings of the board of directors.

(c) Action Taken. An action will be considered taken under this Section only if, at the end of the time stated in the written notice: 1) the affirmative votes in writing for the action received by the corporation and not revoked equal or exceed the minimum number of votes that would be necessary to take action at a meeting, assuming all directors in office were present and voted; and 2) the corporation has not received a written demand by a director, other than a demand that has been revoked, that action not be taken without a meeting. Unless the written notice to the directors states a different effective date, action taken under this Section will be effective at the end of the time stated in the written notice for director response.

(d) Method of Delivery. Communications under this Section may be sent or received by the corporation by facsimile, email, or other form of digital communication. Communications provided under this Section are not effective until received.

4.16 Compensation.

The corporation will not pay directors for their services as directors of the corporation. However, their reasonable expenses incurred for performance of their official functions may be paid or reimbursed by the corporation, so long as such payment or reimbursement is allowed under the corporation's expense reimbursement policies or approved by the board. In addition, the corporation may pay reasonable compensation to directors for services rendered to or for the benefit of the corporation in any other capacity, so long as such payment is approved by the board of directors in accordance with the corporation's conflict of interest policy. However, no payment of compensation or payment or reimbursement of expenses may be made in any manner to result in the imposition of any liability under Section 4958 of the Internal Revenue Code.

4.17 Board Committees and Advisory Boards.

(a) Creation. By resolution adopted by a majority of all directors in office, the board of directors may establish standing or ad hoc committees or advisory boards, composed of such members and having such officers as the board designates in the resolution. The name, objectives, and responsibilities of each committee or advisory board will be as set forth in the resolution or charter.

(b) Reliance on Committees; Limitations on Authority. The delegation of authority to any standing or ad hoc committee or advisory board will not relieve the board of directors or any director from any responsibility or standard of conduct imposed by law or these bylaws. If any such committee or advisory board has a voting member who is not then also a director of the corporation, it may exercise no power or authority reserved to the board of directors by the Colorado Revised Nonprofit Corporation Act, the corporation's articles of incorporation or these bylaws. Further, it will have no authority to incur any corporate expense or make any representation or commitment for the corporation unless express authority is provided in these bylaws or the charter or resolution establishing the committee or advisory board, or unless

express approval is given by the board of directors or the president/executive director or finance director of the corporation, and the expense or commitment complies with any expenditure policies of the corporation.

(c) Rules and Procedures. Rules governing procedures for meetings of any standing or ad hoc committee or advisory board will be the same as those set forth in these bylaws or the Colorado Revised Nonprofit Corporation Act for the board of directors, unless the board of directors determines otherwise in the resolution or charter establishing or governing the committee or advisory board.

Article V. Officers

5.01 Designation and Qualification.

The officers of the board of directors may include a chair, a vice chair, a treasurer, and such other officers and assistant officers as the board considers necessary or useful (the “*Board Officers*”). The officers of the corporation will include a president/executive director, a finance director, a secretary, and such other officers and assistant officers as the board considers necessary or useful (the “*Staff Officers*”). One person may hold more than one office at a time. The Board Officers must be appointed directors of the corporation, other than Council Directors. The Staff Officers need not be appointed directors. All officers must be individuals who are age 18 or older.

5.02 Election and Tenure.

Board Officers will be elected by the board of directors at each annual meeting. If the election is not held at the annual meeting, it must be held as soon after the annual meeting as convenient. Board Officers will hold office until their successors have been duly appointed and qualified, or their death, resignation, or removal.

5.03 Resignation.

Any officer may resign at any time, subject to their rights or obligations under any existing contracts between the officer and the corporation, by giving written notice to the Parker Town Council and either the chair, the president/executive director, or the secretary. The resignation does not have to be accepted to be effective, unless the notice specifies otherwise. The resignation will be effective upon receipt, unless the notice specifies a later effective date. If a resignation has a later effective date, the board of directors may permit the officer to remain in office until the effective date and fill the pending vacancy with a deferred effective date, or the board may remove the officer before the effective date and fill the resulting vacancy. An officer will be considered to have resigned if a court of competent jurisdiction determines they are incapacitated.

5.04 Removal.

The board of directors may remove a Board Officer at any time, with or without cause, by a majority vote of all directors in office. The board may remove a Staff Officer, who is not an employee of Parker, from office with or without cause, with notice to the Parker Town Council. Staff Officers who are employees of Parker may be removed for cause only, with notice to the Parker Town Council. Removal will not affect any contract rights of the officer removed. However, the election or appointment of an officer will not by itself create contract rights.

5.05 Authority and Duties.

The officers of the corporation will have the power and authority and will perform the duties specified below, either directly or by delegation to and oversight of other employees or agents of the corporation.

(a) Chair. The chair of the board, if any, will preside at all meetings of the board of directors; work with the president/executive director to see that all resolutions of the board are carried into effect; act as the spokesperson for the board in its dealings with the public; and perform all other duties incident to the office of the president and as may be assigned by the board.

(b) Vice Chair. The vice chair, if any, will assist the chair and carry out special assignments as requested by the board of directors or the chair. At the request of the chair, or in the chair's absence or inability or refusal to act, the vice chair will perform the duties of the chair and when so acting will have all the authority of and be subject to all the restrictions on the chair. The vice chair will also perform all other duties customary to that office or as assigned by the chair or the board.

(c) President/Executive Director. The president/executive director, subject to the direction and supervision of the board of directors, will have general and active control of the corporation's affairs and business, general responsibility for all day-to-day operations of the corporation, and general supervision of its employees and agents. The president/executive director will develop, direct, and supervise implementation of specific programs and activities that will further the corporation's purposes, and report on those programs and activities to the board. The president/executive director will see that all resolutions of the board are carried into effect. In the absence of a separate chair or vice chair, the president/executive director will be responsible for carrying out those functions. The president/executive director will also perform all other duties customary to that office or as assigned by the board.

(d) Finance Director. The finance director, subject to the direction and supervision of the president/executive director, will be the principal financial officer of the corporation with general responsibility for the financial affairs of the corporation. The finance director will: 1) be responsible for care and custody of all the corporation's funds, securities, evidences of interest or indebtedness, valuable papers and documents, and other personal property, and deposit, hold, and

administer the same in accordance with corporate policy; 2) give and receive receipts and acquaintances for moneys paid to or received on account of the corporation and for debts or obligations discharged; 3) pay from the corporation's funds on hand all bills, payrolls, and other proper debts of the corporation, as they become due; 4) create, implement, and monitor fiscal and budgetary policies designed to protect the corporation's financial health while fulfilling corporate strategy; 5) supervise the corporation's controller; 6) monitor compliance with all requirements imposed on the corporation as an organization described in Section 501(c)(3) of the Internal Revenue Code; 7) prepare and furnish to the president/executive director and the board of directors statements of account showing the financial position of the corporation and the results of its operations; and 8) make such financial reports to the president/executive director and the board as they may request from time to time. The finance director will also perform all other duties customary to that office or as assigned by the president/executive director or by the board.

(e) Secretary. The secretary will see that minutes of the proceedings of the board of directors and any board committees are kept, that all notices are duly given as provided in these bylaws or the Colorado Revised Nonprofit Corporation Act, and that the corporate records are kept in good order in accordance with these bylaws and applicable law. The secretary will also perform all other duties customary to that office or as assigned by the president/executive director or the board. Assistant secretaries, if any, will have the same duties and authority as the secretary, subject to the direction and supervision of the secretary.

Article VI.

Fiduciary Matters

6.01 Indemnification.

The corporation will indemnify each person who is or was a director, officer, employee, or volunteer of the corporation to the fullest extent allowed under the Colorado Revised Nonprofit Corporation Act, and may purchase insurance insuring its obligations under this Section or otherwise protecting the persons intended to be protected by this Section. Any repeal or modification of this Section will be prospective only and will not adversely affect any right or indemnification of any person who is or was a director, officer, employee, or volunteer of the corporation existing at the time of the repeal or modification. The corporation may, but is not obligated to, indemnify any agent of the corporation not otherwise covered by this Section to the fullest extent allowed under the Colorado Revised Nonprofit Corporation Act. However, the corporation will not indemnify any person, nor advance any expense or purchase any insurance, in any manner or to any extent that would jeopardize or be inconsistent with the corporation's status as an organization described in Section 501(c)(3) of the Internal Revenue Code, or that would cause the imposition of any liability under Section 4958 of the Internal Revenue Code.

6.02 Standards of Conduct.

(a) Discharge of Duties. Each director must discharge their duties as a director, including their duties as a member of a committee of the board of directors, and each officer with discretionary authority must discharge their duties under that authority, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner they reasonably believe to be in the best interests of the corporation.

(b) Reliance on Others. In discharging their duties, a director or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: 1) officers or employees of the corporation whom the director or officer reasonably believes to be reliable and competent in the matters presented; 2) legal counsel, a public accountant, or another person as to matters the director or officer reasonably believes are within that person's professional or expert competence; or 3) as to a director, a committee of the board of directors of which the director is not a member if the director reasonably believes the committee merits confidence. A director or officer is not acting in good faith if they have knowledge concerning the matter in question that makes reliance otherwise permitted by this Section unwarranted.

(c) Liability to Corporation. A director or officer will not be liable to the corporation in their capacity as a director or officer for any action taken or omitted to be taken as a director or officer if, in connection with the action or omission, they performed the duties of the position in compliance with this Section.

6.03 Unlawful Distributions to Directors and Officers.

The corporation is not permitted to make Distributions to directors or officers. A "*Distribution*" for this purpose is the payment of a dividend or any part of the income or profits of the corporation to the directors or officers, but it does not include payment of reasonable compensation for services rendered. Any director who votes for or assents to a distribution made in violation of this Section will be liable to the corporation for the distribution, if they did not perform their duties in compliance with the general standards of conduct in Section 6.02. A director who is liable under this Section for a distribution is entitled to contribution from every other director who could be liable under this Section for the distribution, and from each person who accepted the distribution knowing the distribution was made in violation of the Colorado Revised Nonprofit Corporation Act.

6.04 Loans to Directors and Officers.

The corporation is not permitted to make loans to directors or officers. Any director or officer who assents to or participates in making any loan in violation of this Section will be liable to the corporation for the amount of the loan until the loan is repaid in full.

Article VII.
Books and Records

7.01 Permanent Records.

The corporation will keep as permanent records minutes of all meetings of the board of directors, a record of all actions taken by the board without a meeting, a record of all actions taken by a board committee in place of the board, and a record of all waivers of notices of meetings of the board or any board committee.

7.02 Accounting Records.

The corporation will maintain appropriate accounting records.

7.03 Records in Written Form.

The corporation will maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

7.04 Records Maintained at Principal Office.

The corporation will keep a copy of each of the following records at its principal office: 1) the corporation's articles of incorporation; 2) these bylaws; 3) a list of the names and business or home addresses of the current directors and officers; 4) a copy of the most recent corporate report delivered to the Colorado Secretary of State; 5) financial statements, if any, prepared for at least the last three years; 6) the corporation's application for recognition of exemption and the tax-exemption determination letter issued by the Internal Revenue Service; 7) the corporation's annual tax information returns for at least the last three years; and 8) all other documents or records required to be maintained by the corporation at its principal office under applicable law or regulation.

Article VIII.
Miscellaneous

8.01 Definitions.

Under these bylaws, the term "*Colorado Revised Nonprofit Corporation Act*" refers to the Colorado Revised Nonprofit Corporation Act, as amended from time to time, and the corresponding provisions of any subsequent laws. It includes, to the extent incorporated therein, the Colorado Corporations and Associations Act, as amended from time to time, and the corresponding provisions of any subsequent laws. The term "*Internal Revenue Code*" refers to the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any subsequent laws.

8.02 Fiscal Year.

The fiscal year of the corporation will begin on January 1 and end on December 31 of each year.

8.03 Contracts.

Contracts of the corporation may be entered into by officers or agents of the corporation authorized by the board of directors, and this authority may be general or specific.

8.04 Corporate Expenditures.

All expenditures of the corporation must comply with the Town of Parker's expenditure policies and procedures in effect from time to time.

8.05 Conveyances and Encumbrances.

Subject to Section 4.01(b), property of the corporation may be assigned, conveyed, or encumbered by officers or agents of the corporation authorized to do so by the board of directors, and authorized persons will have power to execute and deliver all instruments of assignment, conveyance, and encumbrance. However, the sale, exchange, lease, or other disposition of all or substantially all of the property and assets of the corporation will be authorized only in the manner prescribed by the Colorado Revised Nonprofit Corporation Act.

8.06 Designated Contributions.

The corporation may accept any contribution, gift, grant, bequest or devise with such designation, restriction or condition as may be imposed by the donor, so long as the designation, restriction or condition is consistent with the corporation's general tax-exempt purposes. However, the corporation reserves all right, title and interest in and to and control of such contributions, including authority over the ultimate expenditure of such contributions, so long as such expenditure is consistent with the donor-imposed designation, restriction, or condition or applicable law.

8.07 Amendments.

The board of directors has the power and authority to amend or repeal these bylaws and adopt new bylaws by the affirmative vote of a majority of all directors in office, subject to the prior approval of the Parker Town Council by Town Council Resolution.

(END)

BYLAWS CERTIFICATE

The undersigned certifies that they are the Secretary of the Greater Parker Foundation, a Colorado nonprofit corporation, and they may execute this certificate on behalf of the corporation. The undersigned further certifies the document attached to this certificate is a complete and correct copy of the bylaws currently in effect for the corporation.

Dated: _____, 2021

Printed Name: _____
Secretary

Approved by the Parker Town Council pursuant to Resolution No. 21-044, Series 2021.



Request for Town Council Action

Date: November 1, 2021
Submitted By: Jim Maloney, Town Attorney
Reviewed By: Michelle Kivela, Town Administrator
Title: **RESOLUTION NO. 21-015**
A Resolution to Appoint the Board of Directors to the Greater Parker Foundation
Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

Board members of the Greater Parker Foundation are appointed by Town Council by resolution.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council desires to appoint board members as described in Resolution No. 21-015.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

1. Resolution No. 21-015

RECOMMENDED MOTION

I move to approve Resolution No 21-015.

RESOLUTION NO. 21-015, Series of 2021

TITLE: A RESOLUTION TO APPOINT THE BOARD OF DIRECTORS OF THE GREATER PARKER FOUNDATION

WHEREAS, the Town Council of the Town of Parker desires to reappoint Cheryl Poage as a voting director to the Board of the Greater Parker Foundation; and

WHEREAS, the Town Council of the Town of Parker desires to replace Jeff Toborg as a director to the Board of the Greater Parker Foundation by the appointment of Anne Barrington as a voting director to the Board of the Greater Parker Foundation.

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 reappoints Cheryl Poage as a voting director to the Board of the Greater Parker Foundation

Section 1. The Town Council of the Town of Parker hereby appoints Anne Barrington to replace Jeff Toborg as a voting director to the Board of the Greater Parker Foundation.

RESOLVED AND PASSED this ____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk