

TOWN OF PARKER COUNCIL AGENDA

August 1, 2022

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 or electronically at <http://parkeronline.org/CouncilPublicComment>. For those unable to provide comments in person or electronically through the website, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments submitted electronically through the website that are received 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.

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. 6:30 P.M. – Call to Order Town Council Meeting and Roll Call**
- B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
- C. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**

2. SPECIAL PRESENTATIONS

- Douglas County School District Update - Superintendent Erin Kane**

- 3. 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.*

4. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

5. **CONSENT AGENDA**

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

A. APPROVAL OF MINUTES - July 18, 2022

B. ORDINANCE NO. 9.170.2 - First Reading

A Bill for an Ordinance to Approve the Second Amendment to the Intergovernmental Agreement for the Administration and Operation of a Joint Service Facility Between and Among South Metro Fire Rescue Authority, Douglas County School District RE-1 and the Town of Parker

Department: Engineering and Public Works, Jim Gilbert

Second Reading: August 15, 2022

C. ORDINANCE NO. 9.351 - First Reading

A Bill for an Ordinance to Approve the Memorandum of Understanding Between the Board of County Commissioners of the County of Douglas, Douglas County School District, the Town of Castle Rock, the City of Castle Pines, the Town of Larkspur, the City of Lone Tree, the Town of Parker, Highlands Ranch Metro District, Douglas County Libraries, the Castle Rock Economic Development Corporation, Denver South, and the Northwest Douglas County Chamber and Economic Development Corporation Concerning the Formation of the Douglas County Economic Development Collaborative.

Department: Town Administrator, Bo Martinez

Second Reading: August 15, 2022

Reading:

D. RESOLUTION NO. 22-043

A Resolution Assigning and Transferring to Douglas County Housing Partnership All of the Town of Parker's 2022 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith

Department: Community Development, Bryce Matthews

E. RESOLUTION NO. 22-044

A Resolution Finding Substantial Compliance of the Chambers Road North of Belford Avenue Right-of-Way Property's Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on September 19, 2022 for the Purpose of Considering Said Annexation

Department: Community Development, Carson Byerhof

F. RESOLUTION NO. 22-030.1

A Resolution to Amend Resolution No. 22-030, Series of 2022, to Approve the Revised Bylaws for the Parker Youth Commission.

Department: Town Administrator, Michelle Kivela

- G. *RESOLUTION NO. 22-046*
A Resolution Amending Resolution No. 21-026.1, Series of 2021, to Adopt an Amended Town Council Policy Statement 1-8 Concerning Public Hearing Procedure and Public Comment Policy
Department: Town Administrator, Michelle Kivela
- H. *MOTION TO APPROVE A LETTER OF SUPPORT FOR THE DOUGLAS COUNTY OPEN SPACE INITIATIVE*
Department: Parks, Recreation & Open Space, Mary Colton
- I. *CONTRACTS OVER \$100,000*
1. *Zoom UCaaS Phone System*
Amount: \$309,646.15 (over 5 years)
Contractor: Zoom
Department: Information Technology, Matt Lynch
2. *Sound of Music Performance Agreement*
Amount: \$111,992.51
Contractor: Sasquatch Productions Ltd.
Department: Cultural, Carrie Glassburn
3. *2022 Townwide Diamond Grind and Joint Seal Program, CIP 22-008 \$50,000 Contract Modification*
Amount: Original Amount \$1,945,041.62, Modified Amount \$1,995,041.62
Contractor: Penhall Company
Department: Engineering & Public Works, John Mournier

6. **PUBLIC HEARINGS**

KIME RANCH SKETCH AND PRELIMINARY PLAN

Applicant: Century Communities
Location: The site is located on the north side of Mainstreet at the intersection with Willow Park Drive.
Department: Community Development, Julia Duncan
TRAKiT No.: SUB21-053 & SUB21-054

1. **Sketch Plan**
2. **Preliminary Plan**

7. **ORDINANCES**

- A. **ORDINANCE NO. 9.334.1 - Second Reading** *(continued from May 2, 2022 and to be continued to October 3, 2022)*
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Dransfeldt Road (Agreement No. 21-05.04A Project No. 108515) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District, the Town of Parker, and Cherry Creek Basin Water Quality Authority
Department: Engineering and Public Works, Michael Grabczyk
- B. **ORDINANCE NO. 9.350 - Second Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 8, 2022, Coordinated Election
Department: Town Clerk, Chris Vanderpool
Town Attorney, Kristin Hoffmann
- C. **ORDINANCE NO. 1.391.2 - Second Reading**
A Bill for an Ordinance to Amend Sections 1.02.010 and 2.03.020 of the Parker Municipal Code to Change the Terminology of "Town Administrator" to "Town Manager"
Department: Town Attorney, Kristin Hoffmann

8. **RESOLUTIONS**

RESOLUTION NO. 22-040

A Resolution to Allow a Partial Waiver of Subsections 13.01.140(b) of the Parker Municipal Code to Extend the Expiration Date of the Use by Special Review for Lincoln Professional Park for a Gas Station

Department: Community Development, Stacey Nerger

9. **CONTRACTS OVER \$100,000**

Comprehensive Economic Development Strategic Plan

Amount: \$138,125

Contractor: Progressive Urban Management Associates, Inc.

Department: Town Administrator, Bo Martinez

10. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

11. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

August 1, 2022

“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. My Mainstreet plan and downtown development/Confluence Companies
2. New CORE Electric Cooperative utility easement standards



Our History and Our Future

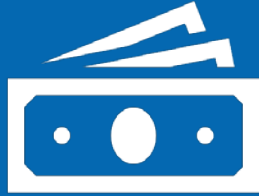
Learn Today, Lead Tomorrow

Important Numbers



**89
Schools**

48 Elementary Schools
9 Middle Schools
9 High Schools
5 Alternative Schools
18 Charter Schools



**\$640 M
Revenue**

General Fund
FY21 Audited Financials



**64,000
Students**

75% Neighborhood
25% Charter
Enrollment has declined but
GROWTH is coming!



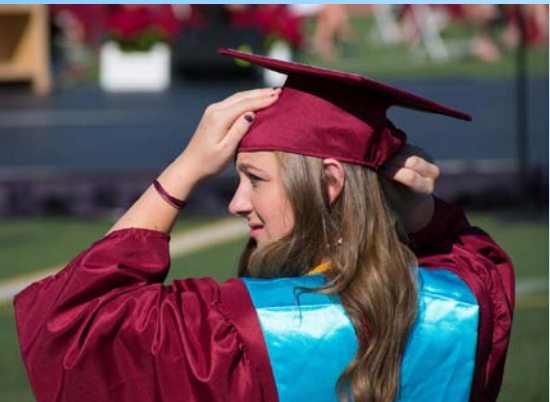
**8,600
Employees**

4,400 Licensed
Largest Employer in
Douglas County

*DCSD also has preschool programs

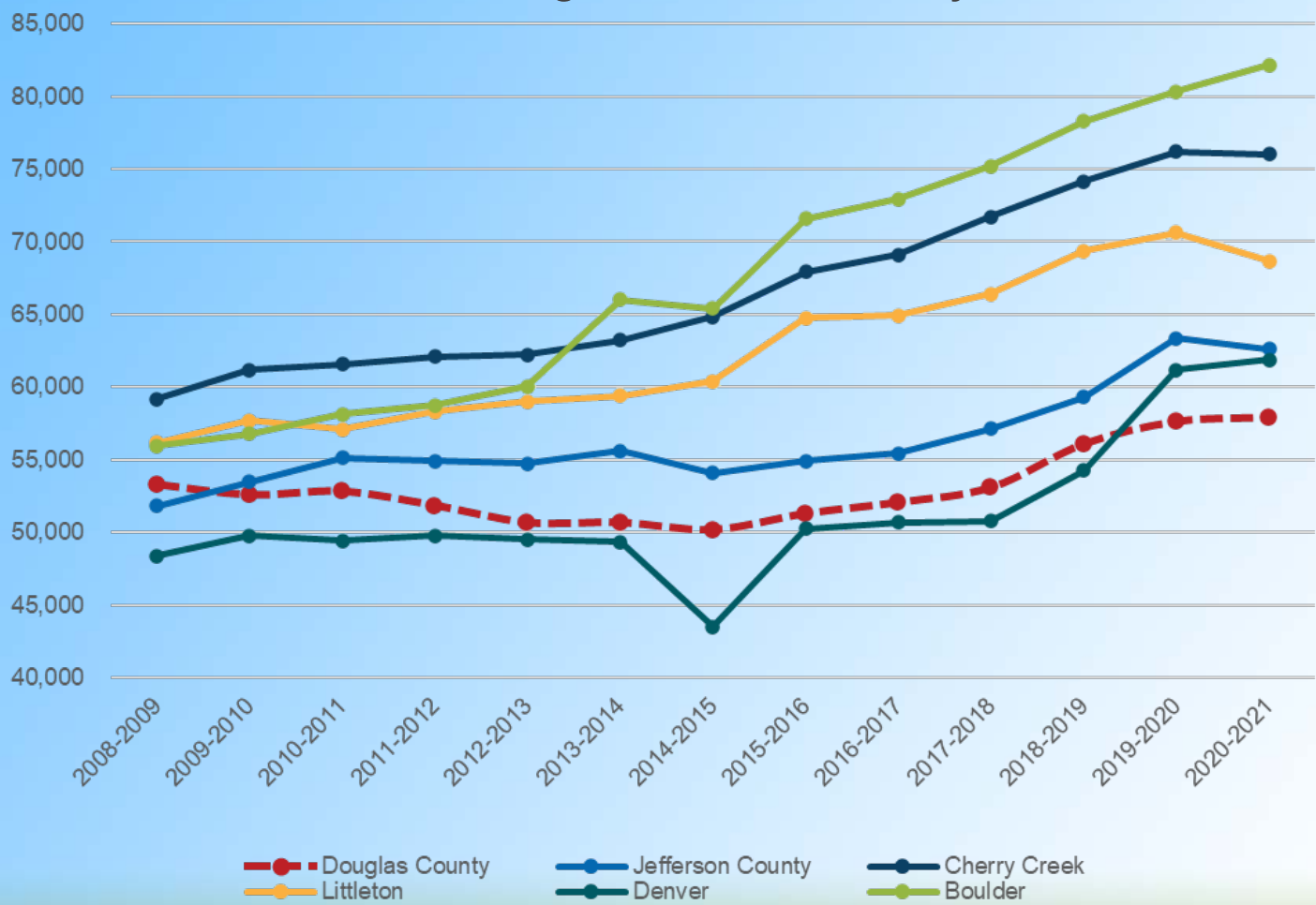
What do we want for our students?

- Destination District: An amazing place to work and go to school.
- College, Career and Service Pathways: Creating a pipeline for local industry.
- Excellent Schools: Each one a point of pride in our community.



Challenges Looking Forward: Competitive Compensation, Growth, and Maintenance

Average Educator Salary



*Note: Turnover and longevity impact average salary

Learn Today, Lead Tomorrow

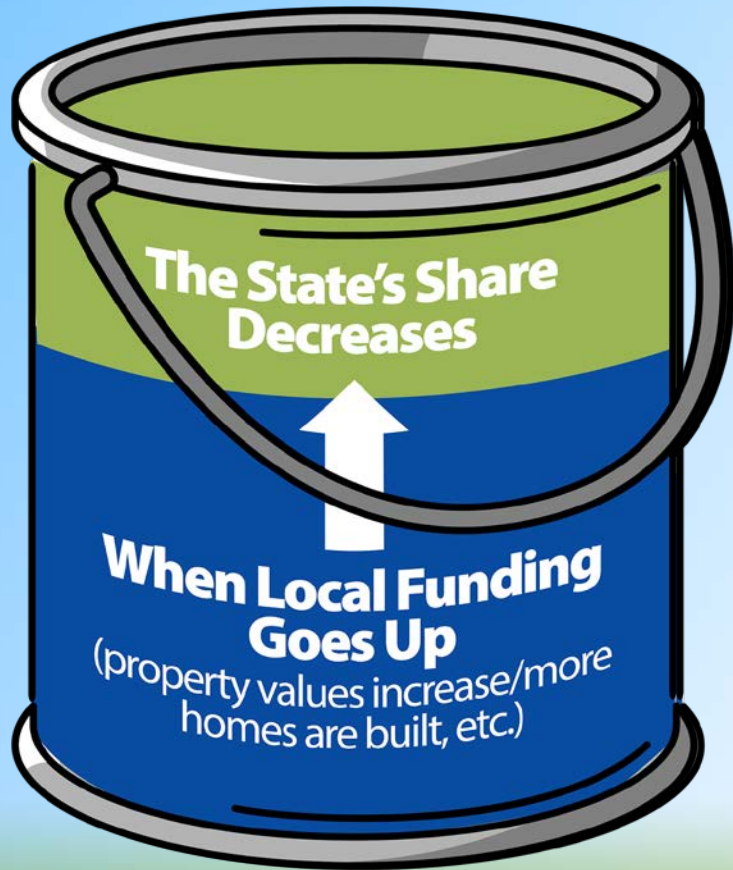


Aerial view of Sterling Ranch

Source: <https://www.cde.state.co.us/cdereval/rvaveteachsalinks>

How is DCSD Funded?

**Total Funding is Fixed
by the School Finance Act**



What You Need to Know

$$\begin{array}{ccccc} \text{Total} & & & & \text{State} \\ \text{Funding} & = & \text{Property} & + & \text{Equalization} \\ \text{(fixed)} & & \text{Taxes} & & \end{array}$$

- Local prosperity does NOT change Total Funding
- Total Funding can be increased up to 25% through locally-approved Mill Levy Overrides.
- Other district MLOs increased over the last decade (to 25%) and are outpacing DCSD (at 12%) in salaries and programming for students.

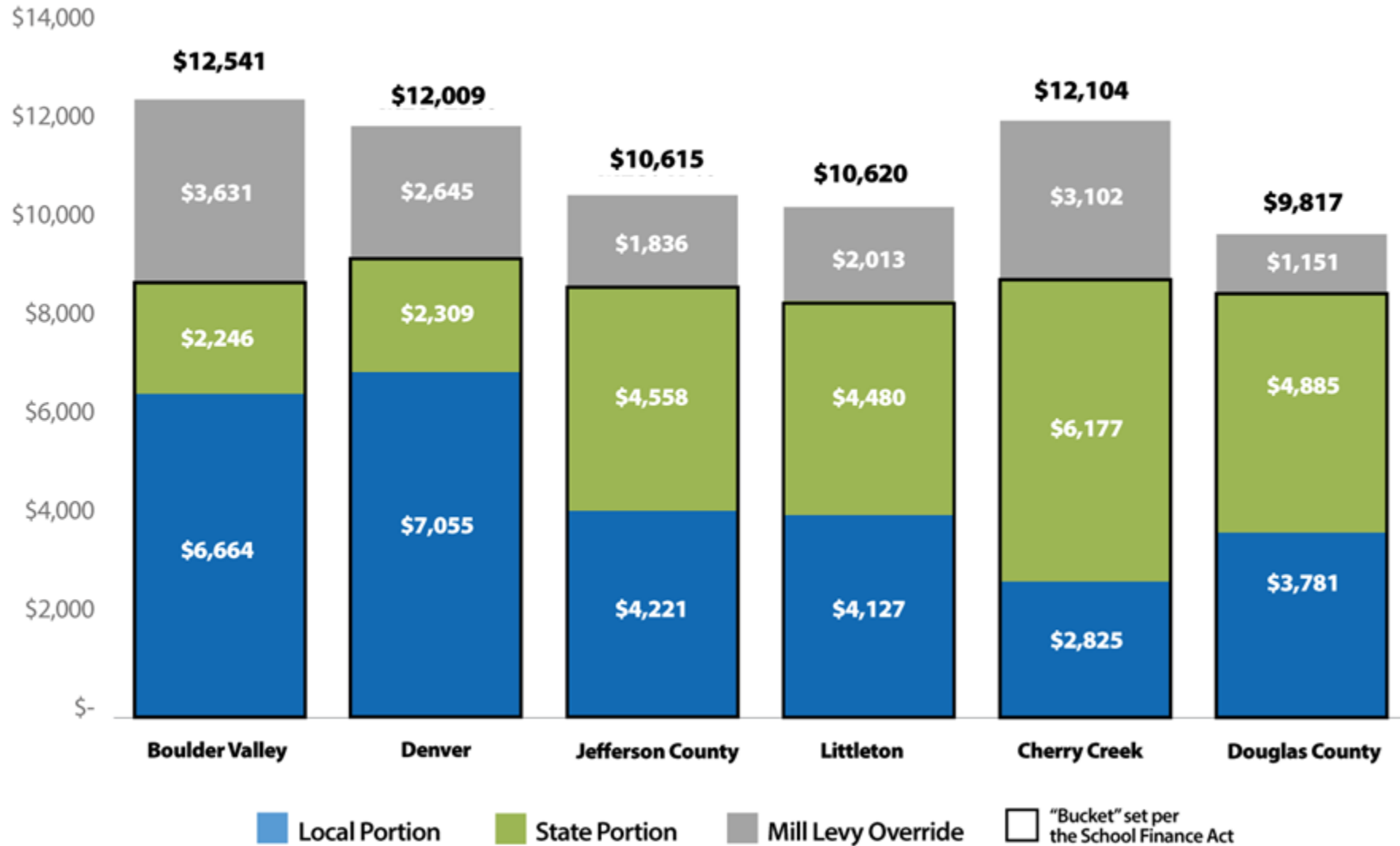
DCSD MLO as a % of School Finance Act \$

12%

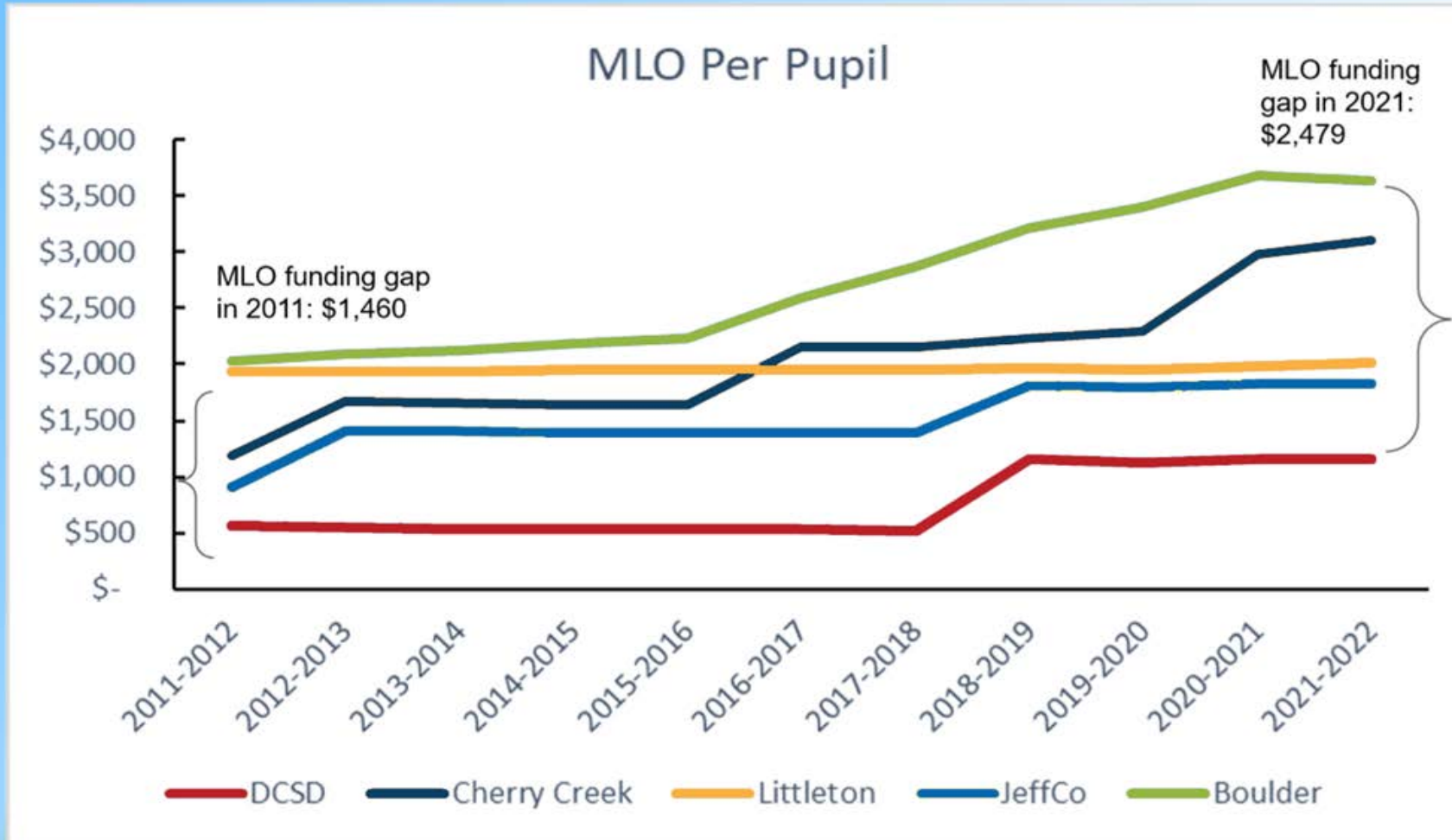
Cherry Creek School District

25%

Comparative 2021-2022 Revenue Per Student



MLO (Ongoing Funding) History



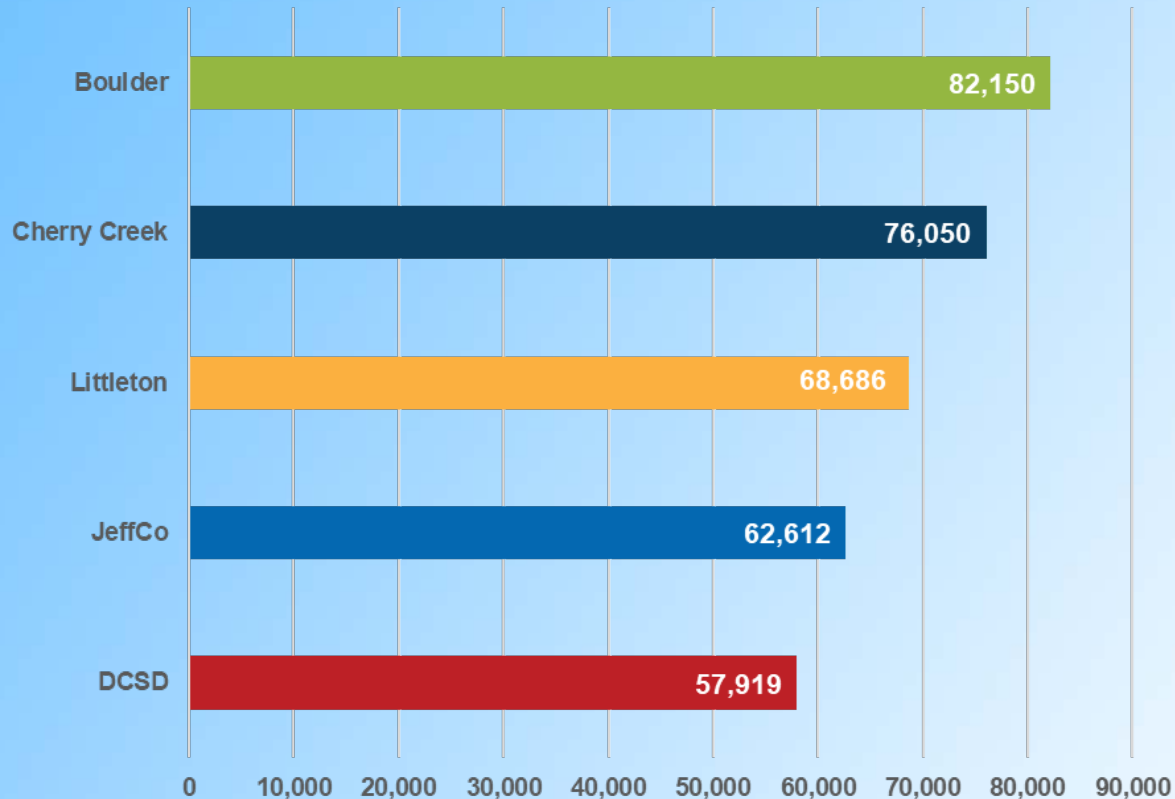
FACT:

Cherry Creek receives \$1,951 more per student in MLO over DCSD.

At DCSD's student count, this equates to more than **\$94 million** annually.

Challenges: Paying our Teachers and Staff Competitively

Average Teacher Salary 2021-22



It's not just teachers...

Educational Assistant
starting salary:
\$12.81/hour



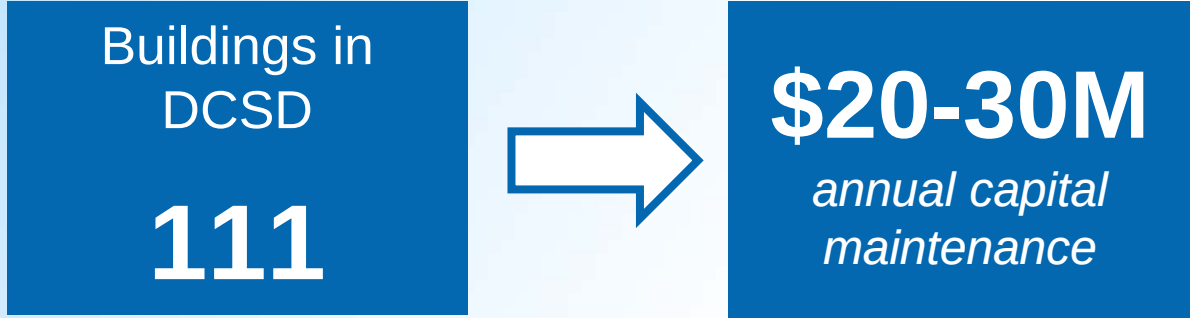
\$19.00/hr



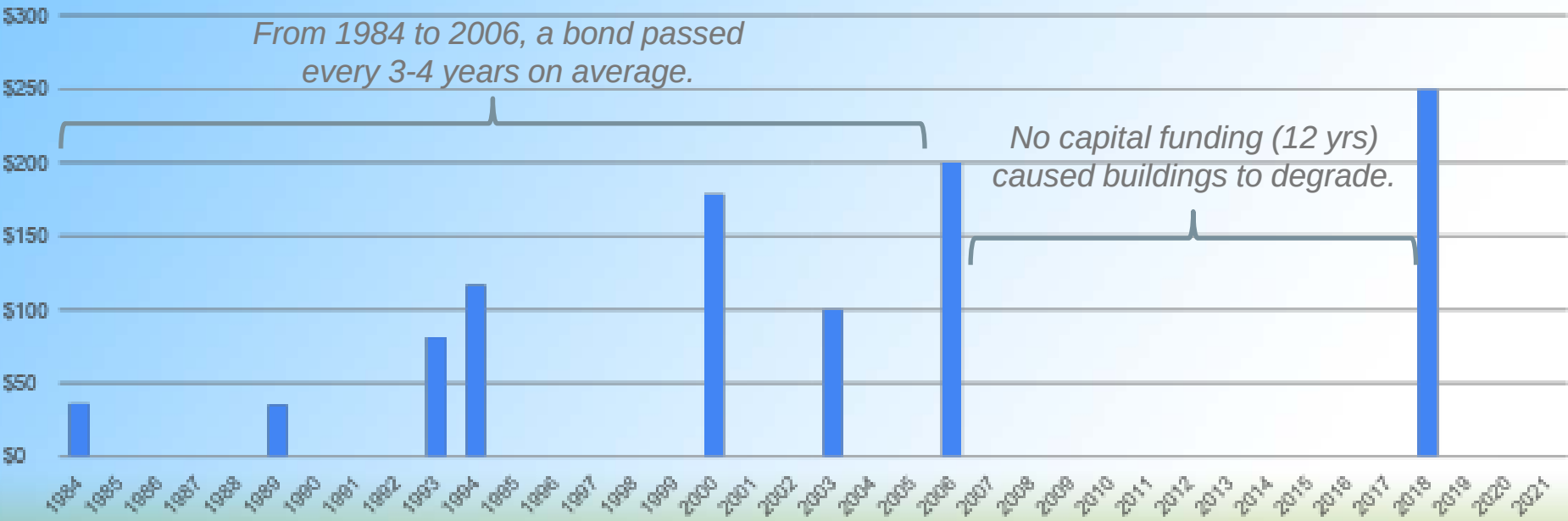
\$17.03/hr

Bond (Capital Needs) History

- Bond elections provide money for construction, maintenance, buses, and IT infrastructure
- Capital maintenance going forward is unfunded (2018 bond covered deferred maintenance)



Bond Passed (Margin, Amount in Millions)



Last New DCSD
Neighborhood
School Built
2010

Thank You Douglas County!

2018 Mill Levy Override (Ongoing Funding):

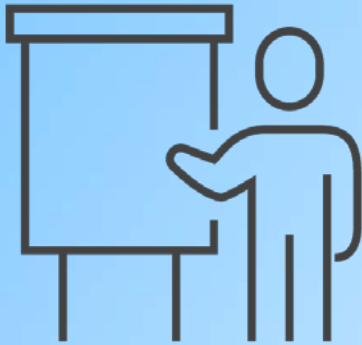
- Counselors in every school to support students
- Expanded Career and Technical Education programming
- Began to close pay gaps and raise starting salaries

2018 Bond (Capital Funding):

- Critical capital maintenance for our buildings
- F-Pod expansion at Castle View High School
- Purchased former Wildlife Experience to expand CTE Opportunities
- Enhanced safety and security at each school
- Addressed IT and transportation needs

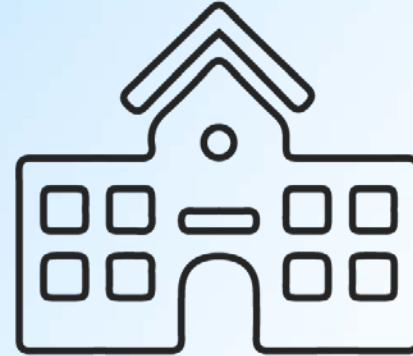


Future Needs and Potential Impact



MLO (Ongoing Needs)

- Compensation (to be more competitive with other school districts)



Bond (Capital Needs)

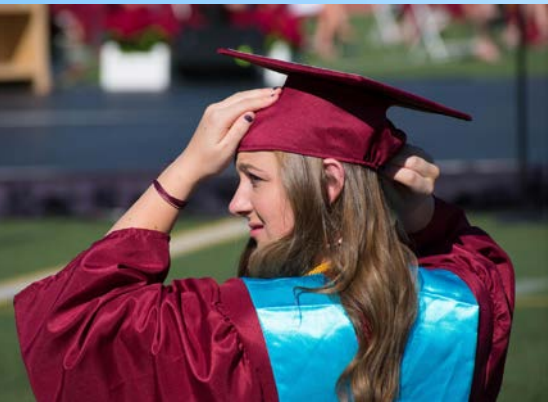
- Build & Expand Neighborhood Schools
- Ongoing Capital Maintenance

\$60M Mill Levy Override PLUS a \$450M Bond

\$1 per week
per \$100K in value

What do we want for our students?

- Destination District: An amazing place to work and go to school.
- College, Career and Service Pathways: Creating a pipeline for local industry.
- Excellent Schools: Each one a point of pride in our community.



my DCSD Future Funding Needs

 Douglas County School District

Learn More

www.dcsdk12.org/funding



Get Involved

Help educate the community about DCSD's funding needs and challenges.



Learn Today, Lead Tomorrow

**TOWN OF PARKER COUNCIL
MINUTES
JULY 18, 2022**

Mayor Jeff Toborg called the meeting to order at 5:40 p.m. All Councilmembers were present except Todd Hendreks.

Deputy Town Attorney Jamie Wynn announced the topics for discussion in the Executive Session were four items. Under C.R.S. § 24-6-402(4)(b), there were two items; the first item was concerning the eligibility for annexation of the real property commonly known as the Coyle property, generally located at the southeast corner of Crowfoot Valley Road and Stroh Road, under C.R.S. § 31-12-104, and the second item was regarding a Memorandum of Understanding with the State of Colorado concerning the recent opioid settlement. Under C.R.S. § 24-6-402(4)(e), there were two more items; the first item was regarding the My Mainstreet plan and downtown development/Confluence Companies, and the second item related to a proposed Sixth Amendment to the Amended and Restated Stroh Ranch/Hess Annexation Agreement (Northern Property)/Oak Gulch Trail and Equestrian Trail.

EXECUTIVE SESSION

John Diak moved and Laura Hefta seconded to go into Executive Session at 5:41 p.m. to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

Josh Rivero moved and Cheryl Poage seconded to come out of the Executive Session at 6:27 p.m.

The motion was approved unanimously.

Josh Rivero moved and Cheryl Poage seconded to recess the Regular Meeting until 7:00 p.m.

The motion was approved unanimously.

REGULAR SESSION

Mayor Toborg reconvened the regular Town Council meeting at 7:00 p.m.

Mayor Toborg led the Council and audience in the Pledge of Allegiance.

PUBLIC COMMENTS

None.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

PRESENTATION OF FINANCIAL STATEMENTS BY PLANTE MORAN PLLC

Josh Yde and Tim St. Andrews of Plante Moran PLLC provided a presentation of the Town's financial statements. Tim St. Andrews participated by Zoom but could not be heard. Josh Yde noted that an adjustment was made for intangible assets to comply with GASB standards. Two other adjustments, one related to accounting for insurance claims and the other to tax receivables for the Parker Authority for Reinvestment, were made and noted in the audit. GASB 87 will require that all leases be listed on the balance sheet which is being completed this year. The audit was clean with the exception of the adjustments noted.

CONSENT AGENDA

A. APPROVAL OF MINUTES - July 11, 2022

B. ORDINANCE NO. 9.350 - First Reading

A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 8, 2022, Coordinated Election

*Department: Town Clerk, Chris Vanderpool
Town Attorney, Kristin Hoffmann*

Second August 1, 2022

Reading:

C. ORDINANCE NO. 1.391.2 - First Reading

A Bill for an Ordinance to Amend Sections 1.02.010 and 2.03.020 of the Parker Municipal Code to Change the Terminology of "Town Administrator" to "Town Manager".

Department: Town Attorney, Kristin Hoffmann

Second August 1, 2022

Reading:

D. RESOLUTION NO. 22-042

A Resolution Finding Substantial Compliance of the Coyle Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on September 6, 2022 for the Purpose of Considering Said Annexation

Department: Community Development, Julia Duncan

E. CONTRACTS OVER \$100,000

1. 2022 Townwide Pavement Markings - Crosswalk/Symbols Project

Amount: \$151,641.00

Contractor: Kolbe Striping, Inc.

Department: Engineering & Public Works, Spencer Raish

Joshua Rivero moved to approve Consent Agenda Items 5A through 5E.

Anne Barrington seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

PUBLIC HEARINGS

A. Parker Mainstreet Studio Subdivision, Filing 1 Minor Development Plat

Applicant: Ralph Neumann

Location: The site is located at the southeast corner of Mainstreet and Pikes Peak Drive, 19600 E. Mainstreet

Department: Community Development, Mary Munekata

TRAKiT No.: SUB20-022

The Public Hearing was opened at 7:18 p.m.

The applicants, Ralph Neumann and the Jerry R. & Betty L. Cooper Trust, are proposing a Minor Development Plat (MDP) for an unplatted property to create one (1) commercial lot. The subject property is located at the southeast corner of Mainstreet and Pikes Peak Drive in downtown Parker and was originally developed in unincorporated Douglas County and annexed into Parker in 1981 as a part of the original incorporation of the Town. The property is bordered to the north by Mainstreet, to the east by the Town-owned Schoolhouse venue, to the west by Pikes Peak Drive and to the south by a commercial property.

The subject property is currently occupied by two (2) local businesses; the Studio@Mainstreet and Music@Mainstreet. All improvements on the site pre-date the Town's incorporation in 1981, and there have been no major building alterations or site improvements over the past 40 years. The property owner has worked with their tenant(s), the Town and P3 Urban Renewal Authority to process the MDP application that will address the Land Development Ordinance requirement that all properties must be platted.

The proposed MDP application, known as the Parker Mainstreet Studio Subdivision, will create one (1) legal lot of record that is approximately one-half acre in total area. Other than the MDP, the property owner is not proposing any development, improvements or alterations to the property at this time. The proposed MDP complies with the current zoning for the subject property, Greater Downtown District – Historic Center, and is consistent with the Parker 2035 Master Plan designation of the property as part of the Mainstreet Master Plan Character Area.

The Planning Commission held a public hearing for the proposed MDP on June 23, 2022, and voted unanimously to recommend that Town Council approve the application.

Applicant:

Ralph Neumann, Castle Rock, answered questions of Council.

Public Comment: None.

The Public Hearing was closed at 7:25 p.m.

Joshua Rivero moved to approve the Parker Mainstreet Studio Subdivision, based on staff findings.

Cheryl Poage seconded the motion.

A roll call vote was taken:

Joshua Rivero – yes

Cheryl Poage – yes

John Diak – yes

Anne Barrington – yes

Laura Hefta – yes

The motion was approved unanimously.

B. TWENTY MILE VILLAGE F2 AMD 1 L9 B1 – Gas Station - Use by Special Review
(Continued from June 27, 2022)

Applicant: LAI Design Group

Location: The site is located at the southeast corner of Twenty Mile Road and Pony Express Drive

Department: Community Development, Carson Byerhof

TRAKiT No.: Z22-003

Mayor Toborg advised that the applicant has requested a continuance to September 6, 2022.

Joshua Rivero moved to continue this matter until September 6, 2022.

John Diak seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

C. RESOLUTION NO. 22-037**A Resolution to Adopt the 2022 Update for the Open Space, Trails and Greenways Master Plan as a Part of the Town of Parker Master Plan (*Continued from July 11, 2022*)****Department: Community Development, Jeremiah Fettig**

The Public Hearing was opened at 7:26 p.m.

The Town of Parker is proposing minor map and text updates to the adopted Open Space, Trails and Greenways Master Plan focused on updating the missing trails connections list and map which have not been updated since 2010. The Parker Open Space, Trails and Greenways Master Plan includes goals and strategies regarding the future of open space and the trail system. Historically, the Town Council and local residents have valued open space, trails and greenways because they are an integral element of our community character and residential quality of life. This Plan is a collaborative overview of future open space and trails in our community that was developed by the Planning Commission, Town Council, staff and citizens that use and benefit from open space and trails. The Open Space, Trails and Greenways Master Plan was first adopted in 2004 and last updated in 2010. A major update to the Plan is intended for 2025.

The Town is proposing a minor update to the Plan focusing upon missing trail connections while also incorporating new open space, trails and greenway data. The updates include changes to the list of missing trail connections and revisions to three (3) maps:

- Map 1: Existing and Approved Open Space
- Map 2: Existing and Approved Trails
- Map 3: Missing Trail Connections.

The Parker 2035 Master Plan recognizes that it is important to continue planning for open space, trails and greenways as growth and development occurs. It is also important to update maps and data to support the following:

- A comprehensive trail system for residents and visitors with connections to the local and regional trail networks;
- Extended and interconnected greenways; and
- Preservation of important open spaces.

The Planning Commission held a public hearing on June 23, 2022, and voted unanimously to recommend that Town Council approve the proposed 2022 update to the Open Space, Trails and Greenways Master Plan.

Public Comment: None.

The Public Hearing was closed at 7:36 p.m.

Cheryl Poage moved to approve Resolution No. 22-037.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero – yes

Cheryl Poage – yes

John Diak – yes

Anne Barrington – yes

Laura Hefta – yes

The motion was approved unanimously.

RESOLUTIONS

A. RESOLUTION NO. 22-039

A Resolution to Allow a Partial Waiver of Subsection 13.01.140(b) of the Parker Municipal Code to Extend the Expiration Date of the Use by Special Review for Parker Homestead Filing No. 1, Amendment 2, Lot 1, for a Gas Station.

Department: Community Development, Stacey Nerger

The applicant, Mitrah Investments and Holding L.L.C., is requesting an extension of its Use by Special Review (UbSR) approval for a gasoline service station in the Parker Homestead Planned Development to December 31, 2022. The requested extension of approval requires a partial waiver of Section 13.01.140(b) of the Land Development Ordinance (LDO). The subject property is located at the northwest corner of the intersection of Chambers Road and Double Angel Road.

The Town Council approved a UbSR application to permit a gasoline service station in the Parker Homestead Planned Development on April 19, 2021. The UbSR would have expired on April 19, 2022, but a 90-day extension was granted by the Planning Director extending the approval through July 19, 2022. Any further extensions of the UbSR are subject to approval from the Town Council.

After the Town Council approved the UbSR, the applicant submitted a replat application to subdivide the property into lots and a site plan application illustrating the design of the gasoline service station and convenience store. Each application is under review for compliance with the Town's development standards but the applicant has indicated that they need additional time to respond to review comments and demonstrate compliance with applicable standards. The requested extension would preserve the applicant's approval while they complete the development review process for the replat and site plan applications.

Under Section 13.01.100 of the Municipal Code, Town Council may authorize waivers from provisions of the LDO. Such waivers may be granted for the purpose of encouraging flexibility and variety in land development, if the Town Council deems the waiver to be in the public interest and does not impair the intent and purposes of the LDO. Staff believes that the request is in the public interest.

The applicant's request for a partial waiver of the LDO for an additional approval extension to December 31, 2022, is discretionary in nature. If the Town Council does not support the extension request, the applicant's UbSR approval will expire on July 19, 2022. The applicant would then have the option of submitting a new UbSR application for the proposed gasoline service station

and repeating the original process or withdrawing from the project altogether.

Public Comment: None.

Joshua Rivero moved to approve Resolution No. 22-039.

Anne Barrington seconded the motion.

A roll call vote was taken:

Joshua Rivero – yes

Cheryl Poage – yes

John Diak – yes

Anne Barrington – yes

Laura Hefta – yes

The motion was approved unanimously.

ADJOURNMENT

Joshua Rivero moved to adjourn the Regular Meeting at 7:46 p.m.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: August 1, 2022

Submitted By: Jim Gilbert, Deputy Director of Operations

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.170.2 - First Reading**
A Bill for an Ordinance to Approve the Second Amendment to the Intergovernmental Agreement for the Administration and Operation of a Joint Service Facility Between and Among South Metro Fire Rescue Authority, Douglas County School District RE-1 and the Town of Parker
Department: Engineering and Public Works, Jim Gilbert
Second August 15, 2022
Reading:

EXECUTIVE SUMMARY

This ordinance amends the Intergovernmental Agreement (IGA) among the Town of Parker, South Metro Fire Authority and the Douglas County School District concerning the Joint Service Facility (JSF). The Town of Parker benefits as a member of this IGA from the ability to obtain fuel for the operational fleet of equipment and access to the facilities located at this service center. South Metro Fire Rescue Authority and Douglas County School District RE-1 are primary operators of the center and have a larger stake in the operational functions of the facilities.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker, South Metro Fire Rescue Authority and Douglas County School District RE-1 entered into the original IGA on November 22, 2010. All members played an active partnership in the continued development of the complex design and capital improvements to the site. After the construction of the Town's Public Works Operational Center, the Town eliminated the need for any additional space at the JSF for operational materials. This is the second amendment to the IGA and makes adjustments to the capital expenditure percentages for each organization. On May 17, 2016, the Town of Parker completed the sale and assignment of interest relative to the "Salt Storage" facility located on the JSF to the remaining joint venture members. This sale resulted in the Town eliminating its stake for further capital improvements from fifteen percent to zero percent as represented in this current amendment.

Currently, the Town continues to have access to the fuel facility at this location. This provides

the Town with multiple operational options to obtain fuel. From an emergency management perspective, having access to multiple fuel sites is beneficial. Fuel obtained from this location is free of any taxes and is purchased at an agreed upon cost plus percentage from the School District.

The Town retains the ability to use portions of the property as well. For example, the Town continues to have access to the large vehicle training area which can be used for CDL training efforts.

FINANCIAL IMPACT

There are no negative financial impacts related to this IGA.

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

ATTACHMENTS

1. Ordinance 9.170.2

RECOMMENDED MOTION

I move to approve Ordinance No. 9.170.2 on first reading and to schedule second reading for August 15, 2022, as part of the consent agenda.

ORDINANCE NO. 9.170.2, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ADMINISTRATION AND OPERATION OF A JOINT SERVICE FACILITY BETWEEN AND AMONG SOUTH METRO FIRE RESCUE AUTHORITY, DOUGLAS COUNTY SCHOOL DISTRICT RE-1 AND 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 Second Amendment to Intergovernmental Agreement for the Administration and Operation of a Joint Service Facility between and among South Metro Fire Rescue Authority, Douglas County School District RE-1 and 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 _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ADMINISTRATION AND OPERATION OF A JOINT SERVICE FACILITY

This Second Amendment to Intergovernmental Agreement for the Administration and Operation of a Joint Service Facility (this "Amendment") is entered into by and between the SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT ("South Metro"), the DOUGLAS COUNTY SCHOOL DISTRICT RE.1 ("School District"), and the TOWN OF PARKER, COLORADO ("Parker"), and are collectively referred to herein as the "Parties" or singularly referred to as "Party."

RECITALS

A. The South Metro Fire Rescue Authority ("Fire Authority"), the School District, and Parker entered into that certain Intergovernmental Agreement for the Administration and Operation of a Joint Service Facility dated as of November 22, 2010, as amended by that certain First Amendment to Intergovernmental Agreement for the Administration and Operation of a Joint Service Facility dated as of March 1, 2011 (together, the "Agreement"); and

B. The Fire Authority's right, title, and interest in the Agreement was automatically assigned to South Metro upon the consolidation of the Parker Fire Protection District and South Metro Fire Rescue pursuant to Section XII of the Agreement; and

C. The Parties desire to amend the Agreement, as further described herein.

AGREEMENT

1. Management Responsibilities. Section IV.B.3. of the Agreement is amended to delete the stricken text and add the underlined text, as follows:

3. Provide for the maintenance and repair of the Facility, including keeping accurate records that reflect expenditures of time and money associated with such maintenance or repair; provided that expenses may result in Joint Venture liability over ~~\$4,999~~\$15,000 shall be approved by the Management Board in accordance with Article IV.F. of this Agreement, except in the event of circumstances determined by Administrator to be an emergency;

2. Management Responsibilities. Section IV.F. of the Agreement is amended to delete the stricken text and add the underlined text, as follows:

F. Unless otherwise provided for herein all management policy decisions relating to the Facility shall be by a Management Board consisting of one executive level staff representative from each Party

appointed by the respective Boards or Councils. The Management Board shall meet annually ~~each February~~ in the first quarter to decide management policy matters which include, but are not limited to, budget and appropriation for the Facility, rules and regulations for the Facility, the performance of the supervisory managing agent, and the hiring and termination of accountants, engineers, real estate brokers, and attorneys upon such terms and for such compensation as shall be deemed appropriate by the Management Board. The Management Board shall also decide matters involving the logistics and funding of Repair Costs (as defined below) in excess of ~~\$5,000~~\$15,000, but may delegate any aspects of such matters to the Administrator to the extent the Board wishes to do so.

3. Dispute Resolution Process. Section V.A.1. of the Agreement is amended to delete the stricken text, as follows:

1. The Administrator or Party identifying the dispute shall give notice to the Parties of its intent to discuss such disputed issue at the next scheduled ~~quarterly~~ meeting of the Management Board (or a different meeting per the Parties' agreement thereto), which notice shall contain the date, time and location of such meeting, as well as sufficient detail to clearly identify the problems giving rise to the dispute, and all Parties shall attend the meeting or respond to the notice within a reasonable time.

4. Repair Costs. Section VI.B.3. of the Agreement is amended to delete the stricken text and add the underlined text, as follows:

3. Subject to the previous paragraph, responsibility for the Repair Costs of the Facility shall be allocated among the Parties as follows:

a. Unless the Parties unanimously agree otherwise, in writing, the responsibility for all "Major Repair Costs," which shall mean Repair Costs of ~~\$10,000~~\$15,000 or more; or Repair Costs for the construction, alteration, or improvement of existing structures, grounds or equipment, where the estimated total cost of labor and materials for the project is ~~\$10,000~~\$15,000 or more; shall be allocated among the Parties in the same proportion as such item, or particular portion of the facility, was originally paid for by the Parties as set forth in Revised Exhibit B-1 to the Ownership Agreement, dated March 17, 1993.

b. The responsibility for "Minor Repair Costs," which shall mean those costs not included in subsection VI.B.3.a., namely, Repair Costs under ~~\$10,000~~\$15,000 per item or project shall be allocated in accordance with this Article VI as set forth below.

5. Common Areas A. Sections VI.E.2., VI.E.3, and VI.E.4 of the Agreement are amended to delete the stricken text and add the underlined text, as follows:

2. The Operating Costs associated with Common Areas A shall be allocated among the Parties in the following proportions:

<u>Party</u>	<u>Percentage</u>
School District	<u>5015</u>
SMFRA	<u>5085</u>

3. Repair Costs associated with Common Areas A shall be allocated among the Parties in the following proportions:

<u>Party</u>	<u>Percentage</u>
School District	<u>5015</u>
SMFRA	<u>5085</u>

4. Parking Lots:
South Parking Lot

<u>Party</u>	<u>Percentage</u>
School District	<u>5015</u>
SMFRA	<u>5085</u>

410 reserved spaces may be designated ~~each~~ by SMFRA and 2 by the School District, for a total of 812 reserved spaces.

North Parking Lot	
<u>Party</u>	<u>Percentage</u>
School District	100

6. Common Areas C. Section VI.G of the Agreement is amended to delete the stricken text and add the underlined text, as follows:

G. Common Areas C: The Operating Costs and Minor Repair Costs associated with the locker and shower area which is referred to as "Common Area C" in Exhibit 1 and as depicted in Exhibit 2, shall be allocated between the School District and, the SMFRA in the following proportions:

<u>Party</u>	<u>Percentage</u>
School District	<u>2515</u>
SMFRA	<u>7585</u>

Salt Storage Building

1. ~~The Operating Costs and Minor Repair Costs, associated with the salt storage building as depicted in Exhibit 2, with the exception of the salt purchased, shall be allocated among the Parties in the following proportions:~~

<u>Party</u>	<u>Percentage</u>
School District	12
Town of Parker	88

12. ~~The salt will be purchased by The Town of Parker. Each Party shall be responsible for replacement of such materials used, or for reimbursement on such other terms as are agreed upon by the Parties in writing. All of the rights, titles, and interests in the Salt Storage Building were purchased by South Metro through that certain Sale and Assignment of Interest in Salt Storage Facility between the Parties, dated as of September 8, 2016 (School District) and May 17, 2016 (Parker).~~

7. Other Expenses. Section VI.H. of the Agreement is amended to delete stricken text and add the underlined text, as follows:

H. Other Expenses: Unless the Parties otherwise agree in writing, any Operating Costs or Minor Repair Costs not allocated under any other provision of this Agreement to a Party, or to an Exclusive Facility, or to one of the Common Areas defined herein, shall be allocated among the Parties in the following proportions:

<u>Party</u>	<u>Percentage</u>
School District	45 <u>50</u>
SMFRA	45 <u>50</u>
Town of Parker	10 <u>0</u>

8. Payment and Accounting of Expenses. Section VII. of the Agreement is amended to delete stricken text and add the underlined text, as follows:

A. ~~Each Party shall, no later than 15 days before the beginning of each quarter, pay to the Administrator an amount equal to one-fourth (1/4) of its Operating Share, as defined in Article X.D. of the Ownership Agreement; or, if the Administrator has sent a statement reflecting a shortfall or overage calculated pursuant to Article VII.B. of this Agreement, each Party shall, no later than 30 days after the date of the statement, pay to the Administrator~~

~~the amount reflected on such statement. The School District, whether or not it is acting as Administrator, may bill the other Parties on a monthly basis for fuel charges, and the other Parties shall pay such charges within 30 days after receipt of the monthly statement. No later than 30 days following the end of each month, the Administrator will bill each Party for its Operating Share, as defined in Article X.D of the Ownership Agreement, Facility Operating and Repair Costs, fuel charges, and Other Expenses. Each Party shall, no later than 30 days after the date of the statement, pay to the Administrator the amount reflected on such statement.~~

B. ~~Within 45 days after the close of each quarter, the Administrator shall:~~

1. ~~Determine the actual Facility Operating and Repair Costs and the costs or rental fees attributable to each Party, such as user fees, etc.;~~

2. ~~Debit or credit, as appropriate, the account of any Party that has paid more or less than its share of such costs;~~

3. ~~Provide to each Party a statement reflecting one-fourth (1/4) of its Operating Share for the upcoming quarter; the income and disbursements during the previous quarter; and each Party's share of expenses and contributions, applicable credits, debits and adjustments for the previous quarter.~~

C. In addition to the terms set forth in Article X.D.3 of the Ownership Agreement, if any Party fails to pay any portion of any amounts due under this Article, the Administrator, on behalf of any or all of the other Parties, may obtain a judgment against the nonpaying Party to remedy such default, and for the reasonable costs and attorneys' fees incurred in obtaining such relief, and interest on the entire judgment from the date the payment was past due until collection of the judgment in full at the rate of 1.5 percent per month.

D. ~~The statements issued during any renewal term following the Initial Term shall reflect any reallocation of the respective Operating Shares as required under Article VI.J of this Agreement.~~

E. If a Party is acting as the Administrator, the accounting of Joint Venture transactions shall be subject to the Administrator's external audits, the cost of which ~~shall~~may be allocated among the Parties in accordance with Article VI.H of this Agreement.

~~F. The Administrator shall arrange for a physical inventory of all supplies, materials, and fixed assets to be conducted as of December 31 of each year, and shall provide copies of the inventory documents to all Parties.~~

9. Rental or Use of Facility. Section VIII.B. of the Agreement is amended to delete the stricken text and add the underlined text, as follows:

B. The portions of the Facility designated as Common Areas may be made available only upon the terms and conditions set forth ~~in Exhibits 3 and 4 attached hereto and incorporated herein, or as amended from time to time by the Management Board, in writing. The Management Board shall set, and from time to time revise the fees and rates for rental or use of the Facility based on operating expenses related thereto~~ in a format approved by the management board, as may be amended from time to time.

10. Exhibit 2. Exhibit 2 of the Agreement is deleted in its entirety and replaced with Exhibit A of this Amendment.

11. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

12. No Other Modifications. Except as expressly set forth herein, no other terms or provisions of the Services Agreement are modified or amended hereby.

13. Counterpart Execution. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have caused this Amendment to be executed effective as of the most recent date stated below.

**SOUTH METRO FIRE RESCUE FIRE
PROTECTION DISTRICT**

By: 

Date: June 29, 2022

**DOUGLAS COUNTY SCHOOL
DISTRICT RE.1**

By: _____

Date: _____

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

Date: _____

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A

OWNERSHIP MAP

Rentable Area Legend

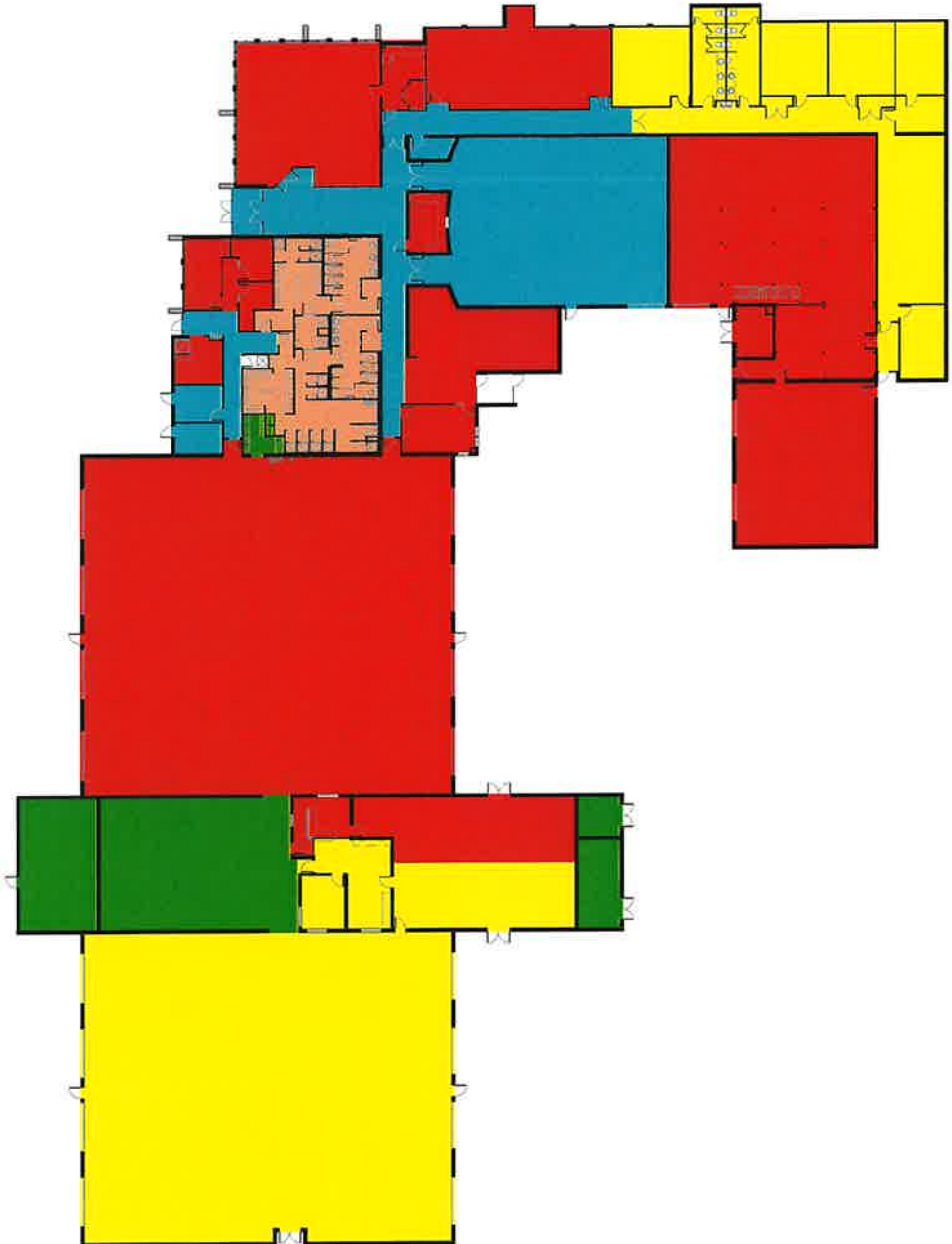
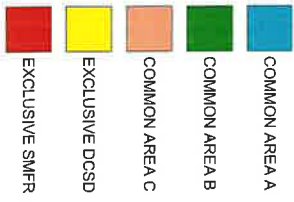
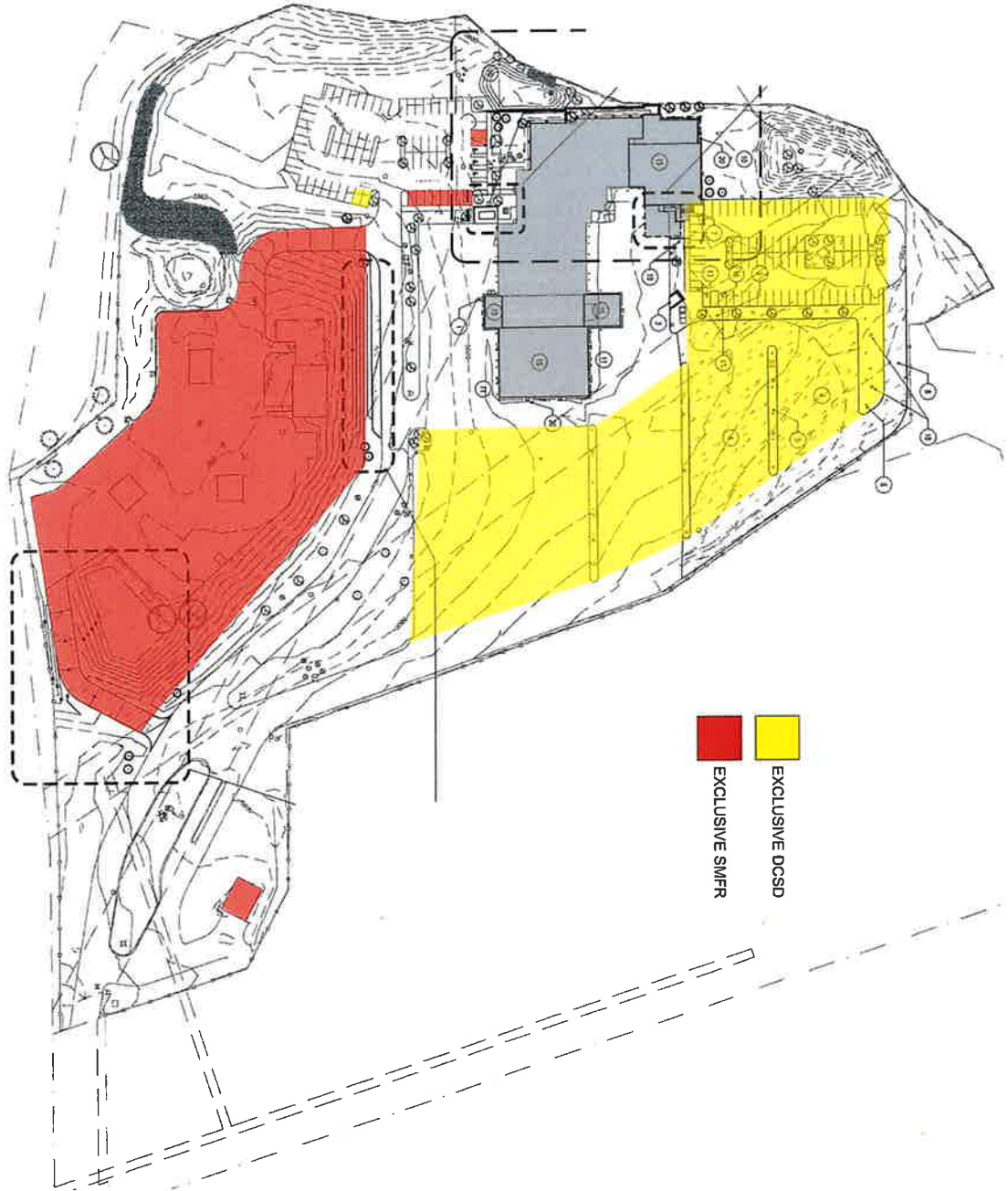


EXHIBIT A

OWNERSHIP MAP



JOINT SERVICES FACILITY
OWNERSHIP MAP
MAY 26, 2022



Request for Town Council Action

Date: August 1, 2022

Submitted By: Bo Martinez, Deputy Town Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.351 - First Reading**
A Bill for an Ordinance to Approve the Memorandum of Understanding Between the Board of County Commissioners of the County of Douglas, Douglas County School District, the Town of Castle Rock, the City of Castle Pines, the Town of Larkspur, the City of Lone Tree, the Town of Parker, Highlands Ranch Metro District, Douglas County Libraries, the Castle Rock Economic Development Corporation, Denver South, and the Northwest Douglas County Chamber and Economic Development Corporation Concerning the Formation of the Douglas County Economic Development Collaborative.

Department: Town Administrator, Bo Martinez

Second Reading: August 15, 2022

EXECUTIVE SUMMARY

The Memorandum of Understanding (MOU) will form the Douglas County Economic Development Collaborative, which will be a collection of economic development organizations, towns, cities, and special districts led by Douglas County to actively promote and market economic development and the positive attributes of Douglas County.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

At the July 25, 2022 Study Session, Town Council recommended staff move forward with a MOU acknowledging the Town's participation in the Douglas County Economic Development Collaborative ("Collaborative") in partnership with economic development organizations, towns, cities, and special districts in Douglas County. There is no cost to the Town for this project, but the Council would have to approve a MOU with the County and other jurisdictions acknowledging the Town's participation in the cooperative economic development effort. The Mayor will serve on the Collaborative Board, and a Town staff member will serve on the

Advisory Committee of the Collaborative.

The intent of the Collaborative is to support and focus on economic development and recovery efforts by retaining and increasing primary employment opportunities, proactive business development, regional marketing, and events. This will be accomplished by actively engaging and educating regional and national site selectors, brokers, developers, and business leaders through a variety of media and events as to the business opportunities and environment in Douglas County. The Collaborative Board will meet on a quarterly basis and will include the mayor, commissioner or board chair of the County, Castle Rock, Castle Pines, Lone Tree, Larkspur, Parker and the Highlands Ranch Metropolitan District; it will be chaired by a County Commissioner.

FINANCIAL IMPACT

There are no fiscal obligations associated with approving the MOU. If the Collaborative is formed and Douglas County decides to fund a business attraction lead generation program, there may be future marketing and travel-related expenses. Any anticipated expenses will be brought forth in upcoming budgets.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 9.351

RECOMMENDED MOTION

I move to approve Ordinance No. 9.351 on first reading and to schedule second reading for August 15, 2022, as part of the consent agenda.

ORDINANCE NO. 9.351, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, DOUGLAS COUNTY SCHOOL DISTRICT, THE TOWN OF CASTLE ROCK, THE CITY OF CASTLE PINES, THE TOWN OF LARKSPUR, THE CITY OF LONE TREE, THE TOWN OF PARKER, HIGHLANDS RANCH METRO DISTRICT, DOUGLAS COUNTY LIBRARIES, THE CASTLE ROCK ECONOMIC DEVELOPMENT CORPORATION, DENVER SOUTH, AND THE NORTHWEST DOUGLAS COUNTY CHAMBER AND ECONOMIC DEVELOPMENT CORPORATION CONCERNING THE FORMATION OF THE DOUGLAS COUNTY ECONOMIC DEVELOPMENT COLLABORATIVE

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 Memorandum of Understanding Between the Board of County Commissioners of the County of Douglas, Douglas County School District, the Town of Castle Rock, the City of Castle Pines, the Town of Larkspur, the City of Lone Tree, the Town of Parker, Highlands Ranch Metro District, Douglas County Libraries, the Castle Rock Economic Development Corporation, Denver South, and the Northwest Douglas County Chamber and Economic Development Corporation Concerning the Formation of the Douglas County Economic Development Collaborative, 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 _____,
2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, DOUGLAS COUNTY SCHOOL DISTRICT, THE TOWN OF CASTLE ROCK, THE CITY OF CASTLE PINES, THE TOWN OF LARKSPUR, THE CITY OF LONE TREE, THE TOWN OF PARKER, HIGHLANDS RANCH METRO DISTRICT, DOUGLAS COUNTY LIBRARIES, THE CASTLE ROCK ECONOMIC DEVELOPMENT CORPORATION, DENVER SOUTH, AND THE NORTHWEST DOUGLAS COUNTY CHAMBER AND ECONOMIC DEVELOPMENT CORPORATION CONCERNING THE FORMATION OF THE DOUGLAS COUNTY ECONOMIC DEVELOPMENT COLLABORATIVE

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ____ day of _____, 2022, by and between the Board of County Commissioners of the County of Douglas, the Douglas County School District, the Town of Castle Rock, the City of Castle Pines, the Town of Larkspur, the City of Lone Tree, the Town of Parker, Highlands Ranch Metro District, Douglas County Libraries, the Castle Rock Economic Development Corporation, Denver South, the Northwest Douglas County Chamber and Economic Development Corporation, hereinafter referred to jointly as the “Parties”; and

WHEREAS, the Parties desire to set forth the terms and conditions in connection with the implementation and operation of a collaborative effort known as the Douglas County Economic Development Collaborative (“Collaborative”); and

WHEREAS, the Collaborative will support economic development and recovery efforts by increasing primary employment opportunities in Douglas County through proactive and collaborative marketing initiatives;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the Parties hereby agree as follows:

Section 1. Subject Matter of MOU. This MOU sets forth the understanding of the Parties associated with the formation of the Collaborative and the responsibilities of the Parties under this MOU.

Section 2. Duration of MOU. This MOU shall be effective for a period of one calendar year, beginning on September 26, 2022. Pursuant to Section 29-1-110, C.R.S any potential expenditure related to this MOU is subject to the Parties’ annual appropriation of funds for any such proposed expenditure. This MOU shall renew automatically on December 31st of each year for additional one-year terms unless earlier terminated by the Parties or as provided in this Section 2. If any Party to this MOU should decide to withdraw from participation in this MOU then that Party may do so by giving written notice thereof to the other Parties. The remaining Parties shall continue operation of the Collaborative by amending this MOU pursuant to Section 10. In the event this MOU is not amended to continue operation of the Collaborative without the withdrawing Party then this MOU shall be terminated.

Section 3. Relationship of the Parties. This MOU is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business

association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this MOU.

Section 4. Appointment of Collaborative Board Chair. The Parties agree that a Douglas County Commissioner will Chair the Collaborative Board, as described in Section 5.A.

Section 5. Responsibilities of the Parties. The Parties agree to the following:

- A. The Collaborative shall include a Board made of one elected official, as identified below, from the following participating Parties; and shall be responsible for implementation of the Collaborative as described in Exhibit A:
 - Douglas County – County Commissioner
 - Town of Castle Rock – Mayor
 - City of Castle Pines – Mayor
 - City of Lone Tree – Mayor
 - Town of Larkspur – Mayor
 - Town of Parker - Mayor
 - Highlands Ranch Metro District – Chair
- B. The Collaborative shall also include an Advisory Committee made up of one staff representative from each participating Party; and shall be responsible for implementation of the Collaborative as described in Exhibit A:
 - Douglas County
 - Douglas County School District
 - Town of Castle Rock acting through Castle Rock Economic Development Corporation
 - City of Castle Pines
 - Town of Larkspur
 - City of Lone Tree
 - Town of Parker
 - Highlands Ranch Metro District
 - Douglas County Libraries
 - Denver South
 - Northwest Douglas County Chamber and Economic Development Corporation

Section 6. Notice. Any notice required by this MOU shall be given, in writing by U.S. postal mail, as follows:

Douglas County
County Manager
100 Third Street
Castle Rock, CO 80104

Douglas County School District
620 Wilcox Street
Castle Rock, CO 80104

Town of Castle Rock
100 N. Wilcox
Castle Rock, CO 80104

City of Castle Pines
360 Village Square Lane, Suite B
Castle Pines, CO 80108

Town of Larkspur
8720 Spruce Mountain Road
Larkspur, CO 80118

City of Lone Tree
9220 Kimmer Dr., Suite 100
Lone Tree, CO 80124

Town of Parker
20120 E Mainstreet
Parker, CO 80138

Highlands Ranch Metro District
62 Plaza Drive
Highlands Ranch, CO 80129

Douglas County Libraries
100 S. Wilcox St.
Castle Rock, CO 80104

Denver South
304 Inverness Way South #315
Englewood, CO 80112

Northwest Douglas County Chamber and Economic
Development Corporation
300 W. Plaza Drive, Suite 225
Highlands Ranch, CO 80129

Section 7. Applicable Law. The Parties agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this MOU is executed. The laws of the State of Colorado shall govern this MOU. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado.

Section 8. Nonwaiver. The Parties shall not be excused from complying with any provisions of this MOU by failure of any party to insist upon or seek compliance with such provisions.

Section 9. Severability. Should any one or more provisions of this MOU be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

Section 10. Amendment. This MOU may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties hereto.

Section 11. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties herein, and nothing contained in this MOU shall give or allow any such claim or right of action by any other third party on such MOU. It is the express intention of the parties that any person other than the Parties herein receiving services or benefits under this MOU shall be deemed to be an incidental beneficiary only.

Section 12. Assignability. No party hereto shall assign its rights or delegate its duties hereunder without the prior written consent of the other Parties.

Section 13. Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this MOU.

Section 14. Governmental Immunity. The Parties hereto understand and agree that the public entity Parties, their commissioners, council, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this MOU, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the Parties.

Section 15. Entire MOU. This MOU constitutes the entire agreement of the Parties hereto. The Parties agree there has been no representations made other than those contained herein, that this MOU constitutes the entire agreement of the Parties, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

Section 16. Execution. This MOU is expressly subject to, and shall not be or become effective or binding on the Parties until execution by all signatories of the Parties.

Douglas County

By: _____
Chair, Douglas County Commissioners

APPROVED AS TO LEGAL FORM:

_____, County Attorney

Douglas County School District

By: _____
, Superintendent

APPROVED AS TO LEGAL FORM:

Town of Castle Rock

By: _____
, Mayor

APPROVED AS TO LEGAL FORM:

City of Castle Pines

By: _____
, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Town of Larkspur

By: _____
, Mayor

APPROVED AS TO LEGAL FORM:

City of Lone Tree

By: _____
, Mayor

APPROVED AS TO LEGAL FORM:

Town of Parker

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO LEGAL FORM:

Town Attorney's Office

Highlands Ranch Metro District

By: _____
, Chair

APPROVED AS TO LEGAL FORM:

Douglas County Libraries

By: _____
_____, _____

APPROVED AS TO LEGAL FORM:

The Castle Rock Economic Development Corporation

By: _____
_____, _____

APPROVED AS TO LEGAL FORM:

Denver South

By: _____
_____, _____

APPROVED AS TO LEGAL FORM:

**Northwest Douglas County Chamber and Economic
Development Corporation**

By: _____
_____, _____

APPROVED AS TO LEGAL FORM:

EXHIBIT A

DOUGLAS COUNTY ECONOMIC DEVELOPMENT COLLABORATIVE IMPLEMENTATION PLAN

The Douglas County Economic Development Collaborative (the ‘Collaborative’) is a collection of municipalities, special districts, and economic development groups led by Douglas County to actively promote and market the positive attributes of Douglas County. The objective of the Collaborative is to actively engage and educate regional and national site selectors, brokers, developers, and business leaders through a variety of media and events as to the business opportunities and environment in Douglas County.

OBJECTIVE: Support economic development and recovery efforts by increasing primary employment opportunities in Douglas County through a proactive and collaborative marketing initiative.

The Collaborative Board:

The Collaborative Board will meet on a quarterly basis and will include an elected official, as identified in Section 5, from each Board member jurisdiction. It will be chaired by a Douglas County Commissioner.

Duties of the Collaborative Board:

- Programmatic guidance to the Advisory Committee
- Make recommendations to the Douglas County Board of County Commissioners regarding fiscal requests related to the implementation of the Collaborative’s Objective
- Provide updates to the Partnership of Douglas County Governments as to the overall operations of the Collaborative

Quorum:

Action by the Board shall only take place if a quorum is present. A quorum of the Board shall consist of a simple majority of the participating Parties identified in Section 5(A) as Board members.

Meeting Attendance:

When a member of the Board is unable to attend a meeting, the member elected official may appoint an alternate to participate in the decision-making processes on behalf of the member jurisdiction.

The Collaborative Advisory Committee:

The Collaborative Advisory Committee will meet on a bi-monthly basis and will include a staff person from each of the following entities:

- Douglas County

- Douglas County School District
- Town of Castle Rock acting through Castle Rock Economic Development Corporation
- City of Castle Pines
- Town of Larkspur
- City of Lone Tree
- Town of Parker
- Highlands Ranch Metropolitan District
- Douglas County Libraries
- Denver South
- Northwest Douglas County Chamber and Economic Development Corporation

Outside entities, including, but not limited to Aurora-South Metro Small Business Development Center and Arapahoe Douglas Works! may also be invited to participate in a programmatic consulting manner for the Advisory Committee.

The Advisory Committee Chair will rotate amongst the following jurisdictional members of the Board on an annual basis:

- Douglas County
- Town of Castle Rock acting through Castle Rock Economic Development Corporation
- City of Castle Pines
- City of Lone Tree
- Town of Larkspur
- Town of Parker
- Highlands Ranch Metropolitan District

Duties of the Collaborative Advisory Committee:

- Develop proposals and recommendations for the Board's consideration regarding programmatic priorities, funding opportunities, and events
- Douglas County
 - o Invest in an online commercial property database showing buildings for lease or sale in Douglas County
 - o Develop and publish quarterly economic activity reports
- Douglas County Libraries
 - o Manage Gazelle AI database

Quorum:

Action by the Advisory Committee shall only take place if a quorum is present. A quorum of the Committee shall consist of a simple majority of the member entities.

Meeting Attendance:

When a member of the Advisory Committee is unable to attend a meeting, the member may appoint an alternate to participate in the decision-making processes on behalf of the member entity.



Request for Town Council Action

Date: August 1, 2022

Submitted By: Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 22-043**
A Resolution Assigning and Transferring to Douglas County Housing Partnership All of the Town of Parker's 2022 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith

Department: Community Development, Bryce Matthews

EXECUTIVE SUMMARY

Private Activity Bonds (PABs) are tax-exempt bonds issued by or on behalf of a local or state government to provide financing for IRS qualified projects having a public benefit. PAB financing may be used for projects such as workforce housing, sewer/water facilities, transportation infrastructure, educational projects, small manufacturing facilities and redevelopment activities.

The State of Colorado receives PAB capacity from the federal government each year and allocates some of it to local governments, including the Town of Parker. For 2022, the Town has received an allocation of \$3,250,527 in PAB capacity. Staff recommends assigning the Town's PAB capacity to the Douglas County Housing Authority, consistent with prior years. This will support the Housing Partnership's workforce, affordable and first-time homebuyer housing activities.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Since 2013, the Town Council has directed staff to assign the Town's PAB capacity to the Douglas County Housing Authority on an annual basis. The Housing Authority uses this capacity to finance the development of workforce and affordable housing for low and moderate income residents throughout Douglas County. The other municipalities that are members of the Housing Authority have also assigned their PAB capacity to it in past years.

Generally, the Town has three (3) options for how to address its annual PAB capacity:

1. Take no action by the September 15, 2022 deadline and let the capacity revert back to the State;
2. Rollover and assign the capacity to a qualified project (if the Town had such a project); or
3. Assign the capacity to another eligible issuing entity.

The benefits of assigning the Town's PAB capacity to the Douglas County Housing Authority include:

1. The capacity stays local;
2. The Town has representation on the Douglas County Housing Authority Board and has a say in how the capacity is used; and
3. The Town's capacity will provide the Douglas County Housing Authority with an additional financing tool to support workforce and affordable housing in Douglas County including Parker.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**ENHANCE ECONOMIC
VITALITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Resolution No. 22-043

RECOMMENDED MOTION

I move to approve Resolution No. 22-043 as a part of the consent agenda.

RESOLUTION NO. 22-043, Series of 2022

TITLE: A RESOLUTION ASSIGNING AND TRANSFERRING TO DOUGLAS COUNTY HOUSING PARTNERSHIP ALL OF THE TOWN OF PARKER'S 2022 PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION FROM THE STATE CEILING FOR PRIVATE ACTIVITY BONDS, AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the Town of Parker, Colorado (the "Town"), is authorized by the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended, and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the "Supplemental Act"), to finance projects as defined in the Act, including residential housing facilities for low- and middle-income persons and families;

WHEREAS, the Town has been awarded on January 1, 2022, approximately \$3,250,527 (the "2022 Allocation") of the bond ceiling for the State of Colorado (the "State") and its issuing authorities pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, constituting Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act"), for use in the issuance of private activity bonds to finance projects under the Act;

WHEREAS, the Allocation Act provides for the assignment of bond allocations between issuing authorities of the State;

WHEREAS, the Town desires to assign and transfer to Douglas County Housing Partnership (the "Assignee") all of the Town's 2022 Allocation, which the Town and the Assignee will commit and reserve for the issuance of such private activity bonds, to finance "projects" under the Act;

WHEREAS, it is necessary to evidence such assignment and transfer and the acceptance thereof by the execution and delivery by the Town of an Assignment, dated as of its date in 2022 (the "Assignment"), by and between the Town and the Assignee, which is attached hereto as **Exhibit A** and incorporated by this reference; and

WHEREAS, the Assignee proposes to issue its housing revenue bonds pursuant to § 29-1-204.5, Colorado Revised Statutes, as amended (the "Act"), and the Supplemental Act (the "Bonds") to finance "projects" under the Act (the "Project").

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

Section 1. In order to finance the Project, the Town hereby (i) assigns and transfers to the Assignee an amount equal to all of the Town's 2022 Allocation; and (ii) approves, authorizes and directs the Mayor of the Town to sign and deliver, and the Town Clerk to attest and deliver, the Assignment in substantially the form presented to the Town Council. A copy of the proposed

Assignment is on file in the Office of the Town Clerk and is available for inspection by the public.

Section 2. The Mayor of the Town is hereby authorized and directed to execute and deliver, and the Town Clerk is hereby authorized and directed to attest and deliver, such other agreements and certificates and to take such other actions as may be necessary or convenient to carry out and give effect to the Assignment and this Resolution.

Section 3. Nothing contained in this Resolution or the Assignment shall constitute a debt, indebtedness or multiple-fiscal year direct or indirect debt or other financial obligation of the Town within the meaning of the Constitution or statutes of the State of Colorado or the home rule charter of any political subdivision thereof, nor give rise to a pecuniary liability of the Town or a charge against its general credit or taxing powers.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. This Resolution shall be in full force and effect upon its passage and approval.

RESOLVED AND PASSED this _____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

ASSIGNMENT

THIS ASSIGNMENT (the “Assignment”), dated this ____ day of _____, 2022, is by and between the **TOWN OF PARKER, COLORADO**, a municipal corporation and political subdivision of the State of Colorado (the “Assignor”), and **DOUGLAS COUNTY HOUSING PARTNERSHIP**, a multijurisdictional Housing Authority (the “Assignee”);

WITNESSETH:

WHEREAS, the Assignor has been awarded \$3,250,527 (the “2022 Allocation”) of private activity bond volume cap allocation for the State of Colorado and its issuing authorities (the “State Ceiling”) computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the “Code”), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the “Allocation Act”), for use in the issuance of private activity bonds; and

WHEREAS, subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept all of the Assignor’s 2022 Allocation, which the Assignor has committed and reserved for the issuance of such private activity bonds; and

WHEREAS, the private activity bonds will be issued by the Assignee pursuant to § 29-1-204.5, Colorado Revised Statutes, as amended (the “Act”), and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the “Supplemental Act”), and such bonds will be used only for “projects” as described in the Act;

NOW THEREFORE, in exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. The Assignor hereby assigns and transfers to the Assignee all of the Assignor’s 2022 Allocation. The Assignee agrees to use all of the Assignor’s 2022 Allocation only for “projects” as described in the Act. In addition, the Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all of the Assignor’s 2022 Allocation as an allocation for a project with a carryforward purpose, thus avoiding reversion of such 2022 Allocation to the statewide balance under the Allocation Act, or to assign such 2022 Allocation or a portion thereof to another Assignee.

Section 2. The Assignor represents that it has received no monetary consideration for the assignment set forth above.

Section 3. The Assignee hereby accepts the assignment of all of the Assignor’s 2022 Allocation from the State Ceiling described above, subject to the terms and conditions contained herein.

Section 4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this

Agreement, including but not limited to the Assignee filing an IRS Form 8328 "Carryforward Election of Unused Private Activity Bond Volume Cap" with respect to all of the Assignor's 2022 Allocation.

Section 5. This Assignment is effective upon execution and is irrevocable.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

TOWN OF PARKER, COLORADO, as
Assignor

By: _____
Jeff Toborg, Mayor

[SEAL]

ATTEST:

Chris Vanderpool, Acting Town Clerk

**DOUGLAS COUNTY HOUSING
PARTNERSHIP**, as Assignee

By _____
Its: Executive Director

[SEAL]

ATTEST:

By _____
Its: _____



Request for Town Council Action

Date: August 1, 2022

Submitted By: Carson Byerhof, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 22-044**
A Resolution Finding Substantial Compliance of the
Chambers Road North of Belford Avenue Right-of-Way
Property's Petition with C.R.S. § 31-12-107 and Setting a
Public Hearing on September 19, 2022 for the Purpose of
Considering Said Annexation

Department: **Community Development, Carson**
Byerhof

EXECUTIVE SUMMARY

The applicant, the Town of Parker, is proposing to annex Chambers Road Right-of-Way (ROW) from E-470 south to Belford Avenue.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2016, the Town annexed and zoned the Chambers Highpoint Planned Development (PD) located at the southwest corner of Chambers Road and E-470. However, the annexation did not include the adjacent Chambers Road right-of-way (ROW). The Chambers Highpoint Annexation Agreement requires the construction of Belford Avenue west of Chambers Road and a new traffic signal at the intersection of Chambers Road and Belford Avenue.

Belford Avenue west of Chambers Road is now under construction, and the new traffic signal at the intersection of Chambers Road and Belford Avenue will be installed prior to the completion of the project. The section of Chambers Road adjacent to Chambers Highpoint PD, including the intersection of Chambers Road and Belford Avenue, is still in Douglas County, and the County requests that the Town assume responsibility for the operation and maintenance of the new traffic signal. The Town already maintains the Chambers Road and E-470 interchange traffic signals to the north. Therefore, it is appropriate for the Town to assume maintenance responsibility for the new traffic signal that is required by the Town through the Chambers Highpoint Annexation Agreement. The proposed annexation would make the Town's boundaries along Chambers Road consistent and provide the Town with approximately 400 feet of ROW at no cost to support the future maintenance of the traffic signal at the intersection of Chambers

Road and Belford Avenue.

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

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

The Town has identified the Chambers Road ROW in the vicinity of the Chambers Highpoint PD as a candidate for future annexation through the annual Three-Mile Plan and the Parker 2035 Master Plan. The proposed annexation is, therefore, consistent with the Town's land use policy as expressed in both plans. Further, the subject property is eligible for annexation because it is located within the municipal Planning Area (urban growth boundary) and satisfies the contiguity requirement of the Municipal Annexation Act, C.R.S. § 31-12-104(a). The Town is required to process the Annexation Petition subject to the standards of review contained in the Municipal Code, Town Charter and the Act. Annexation is a legislative act, and the Town Council has the final decision-making authority for the submitted Annexation Petition.

If adopted by the Town Council, proposed Resolution No. 22-044, Series of 2022 would determine that the Annexation Petition substantially complies with the requirements of the Act, C.R.S. § 31-12-107(1)(a). The Resolution would set a public hearing for September 19, 2022, to consider the eligibility of the unincorporated land described in the Annexation Petition to be annexed into the Town, as provided by the state law, as well as the application of the standards for review in support of the determination made by Council.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**ENHANCE ECONOMIC
VITALITY**

ATTACHMENTS

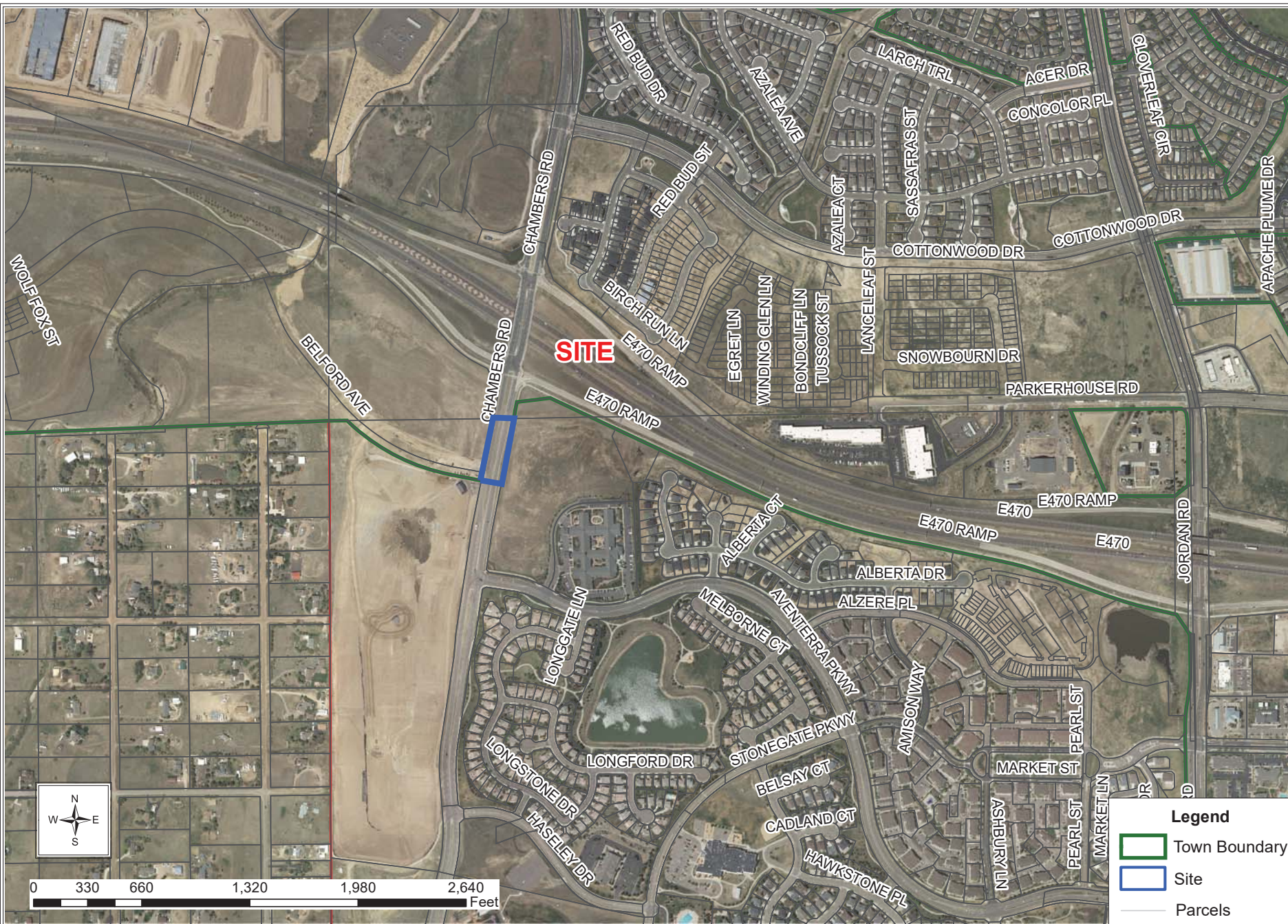
1. Chambers Road north of Belford Ave. Vicinity Map
2. Resolution No. 22-044

RECOMMENDED MOTION

I move to approve Resolution No. 22-044, as a part of the consent agenda.

Chambers Road North of Belford Avenue

ROW Annexation



RESOLUTION NO. 22-044, Series of 2022

TITLE: A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF THE CHAMBERS ROAD NORTH OF BELFORD AVENUE RIGHT-OF-WAY PROPERTY'S ANNEXATION PETITION WITH C.R.S. § 31-12-107 AND SETTING A PUBLIC HEARING ON SEPTEMBER 19, 2022, FOR THE PURPOSE OF CONSIDERING SAID ANNEXATION

WHEREAS, the Town of Parker owns certain real property in Douglas County commonly known as the Chambers Road North of Belford Avenue Right-of-Way Property, which is described on attached **Exhibit 1**.

WHEREAS, pursuant to C.R.S. § 31-12-107, this Town Council, sitting as the governing body of the Town of Parker, Colorado, hereby determines that the proposed annexation of the real property described in Exhibit 1 is in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the substantial compliance for the proposed annexation to and by the Town of Parker, Colorado.

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

Section 1. The proposed annexation of the real property described in Exhibit 1 substantially complies with C.R.S. § 31-12-107(1).

Section 2. A public hearing on said annexation will be conducted on September 19, 2022, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

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

RESOLVED AND PASSED this _____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

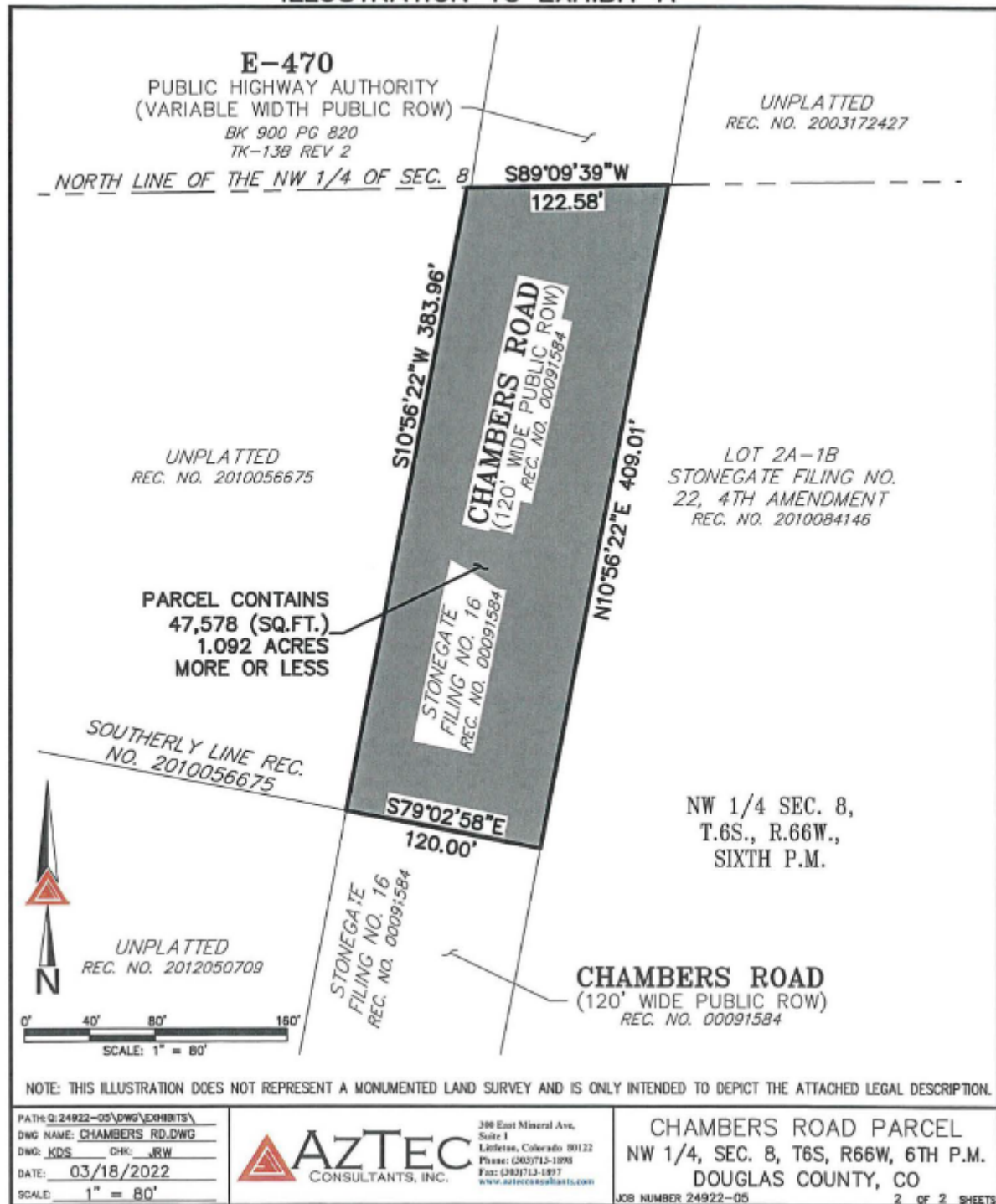
Legal Description

A parcel of land being that portion of Chambers Road As shown in Stonegate Filing No. 16, recorded at Reception No. 00091584 in the official records of the Douglas County, Colorado, Clerk and Recorder's Office, lying north of the southeasterly extension of the southerly boundary of that certain parcel of land described at Reception No. 2010056675 in said official records, situated in the northwest quarter of Section 8, Township 6 South, Range 66 West of the Sixth Principal Meridian, said County and State.

Containing an area of 1.092 acres, (47,578 square feet), more or less.

Illustration attached and made a part hereof.

ILLUSTRATION TO EXHIBIT A





Request for Town Council Action

Date: August 1, 2022

Submitted By: Michelle Kivela, Town Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 22-030.1**
A Resolution to Amend Resolution No. 22-030, Series of 2022, to Approve the Revised Bylaws for the Parker Youth Commission.

Department: Town Administrator, Michelle Kivela

EXECUTIVE SUMMARY

This resolution would amend the Youth Commission Bylaws to better accommodate the appointment of members and officers.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

We are asking the Town Council to amend the Youth Commission Bylaws to change the appointment of Commissioners for this year to September (instead of August) and the appointment of the Chair and Vice-Chair to occur with the appointment of Commissioners.

Language in the Bylaws has been amended to accommodate the first year of Commissioner appointments to occur in September of this year. We believe this would allow for a better recruitment period and candidate pool since school will be back in session. Our goal is to attract the best talent possible as the selected Commissioners will be instrumental in providing a solid framework for the future of the Youth Commission. This will also provide a better ability to schedule interviews around staff and student summer vacations, college visits, etc. Additionally, it would allow staff to better manage and integrate the Youth Commission work into their current workload and allow time for the current staffing openings to be filled.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 22-030.1

RECOMMENDED MOTION

I move to approve Resolution No.22-030.1 as a part of the consent agenda.

RESOLUTION NO. 22-030.1, Series of 2022

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 22-030, SERIES OF 2022, TO APPROVE THE REVISED BYLAWS FOR THE PARKER YOUTH COMMISSION

WHEREAS, Section 2.07.040 of the Parker Municipal Code authorized the adoption of the Parker Youth Commission (the “Commission”) bylaws (the “Bylaws”);

WHEREAS, the Bylaws of the Commission were adopted by Town Council on May 16, 2022, by Resolution No. 22-030, Series of 2022;

WHEREAS, the Town Council of the Town of Parker desires to amend the Bylaws of the Authority; and

WHEREAS, the Town Council of the Town of Parker desires to approve the amended Bylaws of the Authority.

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 Bylaws of the Authority attached hereto as **Exhibit A**.

RESOLVED AND PASSED this _____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Town of Parker Youth Commission Bylaws

SECTION 1. AUTHORITY

Section 6.1 of the Town of Parker Home Rule Charter provides that the Town Council may establish Commissions to have such powers and perform such duties as provided by ordinance. The Youth Commission ("Commission" or "Youth Commission") for the Town of Parker was established by the Town Council of the Town of Parker by ordinance (the "Youth Commission Ordinance"). The Youth Commission Ordinance may be amended by the Town Council of the Town of Parker, ("Town Council"), through its power to enact and amend ordinances.

Any provision of these Rules of Procedure and Conduct (the "bylaws") which is not in conformance with the Youth Commission Ordinance or other ordinances enacted by the Council shall be of no effect.

SECTION 2. PURPOSE

The purpose of the Youth Commission is to provide a means for youth in the Town of Parker to learn about government, participate in the process and to represent and articulate the needs of the community's youth. The overall objective of the Commission is to provide an opportunity for the youth of the Town of Parker to:

1. Acquire a greater knowledge and appreciation for the political system through active participation in local government.
2. Learn how municipal government works and how municipal services are provided.
3. Provide a means by which the Town's youth can be heard and share their perspective on issues affecting the lives of young people in areas of social, educational, recreational, cultural and public safety.
4. Assist the Mayor, Town Council and Town Administrator in policy and decision-making, problem solving, and accomplishing community goals as related to youth by working directly with the representatives of the youth.
5. Provide leadership development and experience that will enable youth to become productive citizens and leaders in the community.

SECTION 3. DUTIES & RESPONSIBILITIES

The Commission shall perform the duties as authorized by the Town Charter, Youth Commission Ordinance, Bylaws, or otherwise provided by the Town Council.

The duties and responsibilities of the Youth Commission shall be to serve in an advisory capacity to the Town Council. In addition to the advisory role of the Commission, the following duties are assigned:

1. Provide an opportunity for the youth of Parker to acquire a greater knowledge of and appreciation for the American political system through active participation.
2. Make recommendations to the Mayor and Town Council on matters affecting youth in Parker and identify opportunities to increase youth participation and involvement in local government.
3. Relay information from the commission to the community; particularly share updates about commission opportunities, activities, events, projects and other important updates relevant to and for Parker's youth.
4. Serve the youth of Parker by:
 - a. Informing the Parker municipal government of the needs and wishes of the youth.
 - b. Planning and implementing social, educational, public safety, cultural and recreational activities for youth, subject to approval by the Town Administrator or designated staff.
 - c. Organizing and performing service projects, events or functions that benefit the Parker community, subject to approval by the Town Administrator or designated staff.
 - d. Creating recognition programs for youth, subject to approval by the Town Administrator or designated staff.
 - e. Working with the Mayor, Council, Department Directors, schools, civic clubs and service organizations to provide service and leadership opportunities for the youth.

Commissioners serve in a volunteer role and are not compensated for their service or their travel to attend Commission meetings or events.

Commissioners carry out their duties as a group and do not have the individual authority or responsibility to implement action on behalf of the group, authorize the expenditure of Town funds, or direct Town staff. Commissioners are encouraged to attend Commission events and may choose to act in volunteer positions at these events.

SECTION 4. STAFF

The Commission works closely with the Town Administrator's Office and other assigned Town staff; however, the Commission does not exercise direction or authority over staff. Decision-making matters of administrative concern shall rest with the Town Administrator and designated staff.

SECTION 5. MEMBERS

The membership of the Commission shall consist of nine (9) members who have been appointed by the Town Council. The number of Commissioners may be expanded or decreased from time to time upon recommendation by the Commission and approval by the Town Council.

Criteria to Serve on Youth Commission

1. Must reside within the Town of Parker service area; however, youth with strong ties to Parker (attend school, work, etc.) that reside in Douglas County may also be considered for membership.
2. Must attend a Colorado recognized high school or home school or in study in grades 9-12
3. Must be willing to regularly attend meetings of the Commission.
4. Must demonstrate community interest and a willingness to serve the youth and community of Parker.
5. May not be currently employed by the Town of Parker.

SECTION 6. FUNDING AND BUDGET

The annual budget prepared by the Town Administrator and approved by the Town Council shall contain such appropriations as the Town Council deems necessary and appropriate to fund the Youth Commission and related programs and activities in the Town of Parker.

The Youth Commission budget is administrated by and all expenses must be approved by the Town Administrator. All donations, grants and revenues will be deposited into Town accounts in the proper fund and administered as part of the Town's budget.

Commissioners do not have the authority to expend funds, make funding commitments, or enter into contracts on behalf of the Town.

SECTION 7. MEETINGS

All Commission meetings shall be open to the public.

Regular Commission meetings shall be held at least once a month at a designated time. If such meeting dates fall on a legal holiday, the Commission shall determine the change of date, and all members will be notified at least seven (7) days prior to the change of meeting.

Special meetings of the Commission shall be held when:

1. Requested by the Chair of the Commission, or
2. Approved by a majority vote of the Commission at a regular meeting, or
3. Requested by a majority of Commissioners.

All Commissioners and representatives will be notified at least seventy-two (72) hours prior to the meeting of the time and place of a special meeting.

Minutes shall be filed with the Town Clerk after they have been approved by a majority of the Commission. The minutes shall reflect pertinent information, such as members present, motions,

actions and other proceedings of the Commission, and will be available for public inspection during regular business hours.

SECTION 8. OFFICERS

The Commission shall be composed of four officers: Chair, Vice-Chair, Treasurer and Secretary. Each officer may serve one term, except the Vice-Chair who immediately assumes an additional one-year term as Chair. Treasurer and Secretary are limited to two terms. The Vice-Chair is limited to one term as Vice-Chair and one term as Chair.

A. Selection of Officers

The Council will appoint the Vice-Chair of the Commission for a one-year term in ~~September~~ August of each year. The term shall begin on September 1 and end on August 31 of each year. Notwithstanding the foregoing, the initial appointment in 2022 shall be made in September 2022 and the term shall end on August 31, 2023. Upon completion of the Vice-Chair's term, the Vice-Chair will assume the role of Chair.

The Council will also appoint the initial Chair. This initial appointment in 2022 shall be made in September 2022 and the term shall end on August 31, 2023. Thereafter, the Vice-Chair will assume the role of Chair upon completion of the Vice-Chair's term.

The Commission will elect officers by majority vote to fill the positions of Treasurer and Secretary on an annual basis ~~in September of each year.~~

B. Responsibilities of Officers

1. Chair:

- a. The Chair serves a one-year term immediately following their term as Vice-Chair.
- b. The Chair is responsible for the tasks set below.
 - i. Set meeting agendas in partnership with assigned Town staff.
 - ii. Preside at all meetings of the Commission.
 - iii. Act as a spokesperson for the Commission for purposes of communicating to the Town staff or Council.
 - iv. Appoint Committees and Committee Chairs when necessary.
 - v. Call special meetings if needed.
 - vi. Ensure all Commission actions are taken properly.
 - vii. Mentor and assist new members on the Commission.

- viii. Act as liaison with the Town Administrator and assigned staff regarding all Commission issues.

2. Vice-Chair

- a. The Vice-Chair serves a one-year term.
 - i. This position is filled by appointment by Town Council.
 - ii. The Vice-Chair will immediately assume the role of Chair upon completion of their one-year term as Vice-Chair.
- b. The Vice-Chair must be a Freshman, Sophomore or incoming Junior or equivalent to allow ~~secession~~ succession to Chair position.
 - i. It is recommended, but not required, that the Vice-Chair have served on the Commission prior to appointment.
- c. The Vice-Chair is responsible for the tasks set below.
 - i. Serve as Chair in the absence of the Chair.
 - ii. Facilitate the development of meeting agendas.
 - iii. Assist the Chair with any additional Commission business.
 - iv. Mentor new members on the Commission.
 - v. Carry out special assignments as requested by the Chair.

3. Treasurer

- a. The Treasurer serves a one-year term. This position is filled according to voting procedures as defined ~~above~~below.
- b. The Treasurer works closely with the Town Administrator or designated staff and has no budget authority.
- c. The Treasurer is responsible for the tasks set below.
 - i. Create, manage, and submit a proposed annual budget for the Commission subject to approval from the Town Administrator or designated staff.
 - ii. Assure that accurate financial records are maintained.
 - iii. Track budget expenditures.
 - iv. Create project cost estimations.

4. Secretary

- a. The Secretary serves a one-year term. This position is filled according to voting procedures as defined ~~above~~below.
- b. The Secretary is responsible for the tasks set below.
 - i. Notification of meeting times and dates to the Commissioners.
 - ii. Track all motions and votes taken within the meetings.
 - iii. Track meeting attendance.
 - iv. In coordination with all officers, create talking points from meetings to share with the Town Council.
 - v. In partnership with staff, ensure that accurate minutes are taken at each meeting and distributed to Commissioners. Minutes must be filed with the Town Clerk and kept on file at Town Hall for public inspection.

C. Vacancy of Office

If the Secretary or Treasurer vacates an office before his/her term is completed, a new officer shall be elected at the next regular meeting. If the Chair vacates office before his/her term is completed, the Vice Chair shall assume the role of Chair at the next regular meeting. If the Vice-Chair vacates office before his/her term is completed (either to assume the role of Chair or otherwise), the Town Council shall appoint a new Vice-Chair as soon as practicable.

A person elected or appointed to fill vacancies shall hold the office for the unexpired term of his/her predecessor in office. Subsequent terms must be re-appointed or re-elected.

SECTION 9. CONDUCT OF BUSINESS

A. Quorum

No business of the Commission shall be transacted, except at a regular or special meeting at which a quorum of the Commission shall be present. A majority of Commissioners shall constitute a quorum for the transaction of business.

B. Vote Requirements

Any recommendation or action of the Commission shall require the affirmative vote of a majority of the Commissioners present and voting.

C. Deadline for Agenda

The deadline for placing an item on the agenda will be five days prior to the scheduled meeting. The agenda will be posted and distributed to Commissioners 72 hours prior to the meeting.

D. Code of Conduct

1. It is expected of each Commissioner that they conduct themselves in a positive, respectful, polite, and professional manner during all Youth Commission functions and any time representing or speaking on behalf of the Commission.
2. Commissioners will welcome new members and mentor them through the meetings.
3. There will be a dress code in place at every meeting and when representing the Youth Commission. Commissioners are expected to dress appropriately in casual, business casual, smart casual, business attire unless the meeting's tasks require otherwise.
4. There will be no use of cell phone during meetings.
5. Commissioners will be dependable and perform their duties promptly and reliably and will advise the Commission Chair as soon as possible if late or absent to a Commission meeting.
6. Commissioners will sign an acknowledgement of the Code of Conduct

E. Code of Ethics

Commissioners are expected to comply with the Town's Code of Ethics as codified in Chapter 2.05 of the Parker Municipal Code, as amended.

SECTION 10. APPOINTMENT, TERM OF SERVICE AND VACANCIES

All Commissioners are appointed by the Town Council after submitting an application and a letter of recommendation and participating in an interview with Town Council representatives, the Town Administrator and/or designated staff.

Commissioners will serve for a term of two (2) years, with appointments and reappointments to be made in August or as vacancies arise; provided, however, the initial appointments in 2022 shall be made in September 2022. Commissioner terms shall begin on September 1 and shall end on August 31 two years later, except as provided below. The terms of service of the Commissioners who are initially appointed shall be staggered so that five (5) of the initial Commissioners are appointed for two-year terms and four (4) of the initial Commissioners are appointed for one-year terms; provided, however, following the initial appointments in 2022, the terms shall end on August 31, 2024, and August 31, 2023, respectively. Thereafter, Commissioners shall be appointed for two-year terms. A Upon completion of high school or 12th grade, those Commissioners's final term will end in August who have completed high school or 12th grade shall vacate their positions as Commission members on August 31 following completion of high school or 12th grade. Commissioners can continue to serve additional consecutive terms with input from the Town Administrator and designated staff, and approval of the Town Council.

Commissioners shall continue to serve on the Commission, unless they have missed two (2) consecutive unexcused meetings, their terms expire, they are removed from the Commission by Council, they resign, or they are incapacitated to an extent which prohibits the proper performance

of duties. To fill a vacancy, the Town will solicit applications from the community. Town Council representatives, the Town Administrator and designated staff will interview applicants before being approved by Town Council.

SECTION 11. ATTENDANCE

Commissioners are expected to attend all regularly scheduled and special meetings. Commissioners should not miss no more than twenty-five percent (25%) of regularly scheduled Commission meetings during their term. Commissioners must report absences in advance to the Chair or the assigned Town staff. Absences reported in advance will be considered excused. In case of emergency, Commissioners must report their absences as soon as possible. The Chair shall determine if the emergency constitutes an excused absence. This decision may be appealed to a vote of the Commission.

It is the responsibility of absent Commissioners to contact the Chair for information that was missed. Any Commissioner may request a leave of absence for no more than four (4) meetings by submitting a request in writing with a brief explanation for the reason for the leave to the Commission for approval. No more than two (2) Commissioners may be granted a leave of absence at any one time.

Commission member's position is declared vacated if more than two (2) unexcused consecutive meeting absences occur.

SECTION 12. MODIFICATION OF BYLAWS

These rules of procedure and conduct shall only be amended by Town Council resolution.

Approved by Town Council Resolution No. 22-030. [Revised by Town Council Resolution No. 22-030.1.](#)

The Commission's business office shall be at Parker's Town Hall, 20120 East Mainstreet, Parker, Colorado 80138.



Request for Town Council Action

Date: August 1, 2022

Submitted By: Michelle Kivela, Town Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 22-046**
A Resolution Amending Resolution No. 21-026.1, Series of 2021, to Adopt an Amended Town Council Policy Statement 1-8 Concerning Public Hearing Procedure and Public Comment Policy

Department: Town Administrator, Michelle Kivela

EXECUTIVE SUMMARY

Resolution No. 22-046 amends Town Policy No.1-8 - "Town Council Public Hearing Procedure and Public Comment Policy" to eliminate Zoom as a "virtual" option for public comment at Council meetings. Individuals may still provide public comment for Council meetings by using the Town's electronic form or attending Council meetings in person.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2021, due to COVID restrictions, the Town modified the Town's policy and procedures for public hearings and public comment period, allowing for public comment to be made "virtually" for Council Meetings. The Council amended Town Policy 1-8 "Town Council Public Hearing Procedure and Public Comment Policy" to allow individuals to give public comment via Zoom, in addition to the Town's electronic website form.

As Town Council meetings are back to being held in person and we no longer have COVID restrictions in place for meetings, staff recommends eliminating the Zoom option for public comment for Council meetings. Participation on Zoom has dropped off significantly, with most meetings having no public using the Zoom option. We will continue to provide the electronic web-based form for public comment as an alternative to attending in person. We also have the professionally-produced livestream of the Council meetings for the public to view the meetings (they will not be able to provide comments via the livestream). Additionally, we are moving the Council meeting livestream from Facebook to YouTube to allow for greater access for citizens.

Staff has updated the public hearings and public comments instructions on the Town's website, social media and meeting agendas for how people can provide comments.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

1. Resolution No. 22-046

RECOMMENDED MOTION

I move to approve Resolution No.22-046 as part of the Consent Agenda.

RESOLUTION NO. 22-046, Series of 2022

TITLE: A RESOLUTION AMENDING RESOLUTION NO. 21-026.1, SERIES OF 2021, TO ADOPT AN AMENDED TOWN COUNCIL POLICY STATEMENT 1-8 CONCERNING PUBLIC HEARING PROCEDURE AND PUBLIC COMMENT 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;

WHEREAS, the Town Council approved Resolution No. 19-065, Series of 2019, on August 5, 2019, to amend Policy Statement 1-8;

WHEREAS, the Town Council approved Resolution No. 21-026, Series of 2021, on May 17, 2021, to amend Policy Statement 1-8;

WHEREAS, the Town Council approved Resolution No. 21-026.1, Series of 2021, on July 19, 2021, to amend Policy Statement 1-8; and

WHEREAS, the Town Council desires to replace the Town of Parker Town Council Public Hearing Procedure and Public Comment Policy that was adopted on August 5, 2019, with Town Council Policy Statement 1-8, which is attached hereto as **Exhibit A** and incorporated by this reference ("Town Council Policy Statement 1-8").

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 1-8.

Section 2. The previous Policy Statement 1-8 adopted by Resolution No. 21-026.1 shall be of no further force or effect.

RESOLVED AND PASSED this _____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Town of Parker, Colorado

POLICY STATEMENT

TITLE Town Council Public Hearing Procedure and Public Comment Policy	PAGE 1 of 2	POLICY NUMBER 1-8
EFFECTIVE DATE August 20, 2018	REVISED DATE July 19, 2021 <u>August 1, 2022</u>	
APPROVED BY COUNCIL ACTION Resolution No. 21-026.1		

PURPOSE

The purpose of this policy statement is to establish procedures for public hearings and public comment periods that are held by the Town Council.

POLICY STATEMENT

In order to provide due process for public hearings held before the Town Council, the following procedure will be used:

TOWN COUNCIL PUBLIC HEARING PROCEDURE

ACTOR	ACTION
1. Mayor	Open public hearing and specify time. Brief explanation of: 1) purpose of public hearing; and 2) the order of business, which should be as follows: a) staff presentation; b) applicant presentation; c) public testimony; d) closing comments, applicant; e) closing comments, staff f) close public hearing and specify time; g) open for Town Council deliberation; and h) request Town Council motion/decision.
2. Mayor	Request presentation from staff.
3. Mayor/ Councilmembers	Address questions to staff.
4. Mayor	Applicants are requested to come to podium (if presenting in person) , state their name and address, make presentation, and

ACTOR	ACTION
	respond to questions from the Mayor/Councilmembers (30 minutes allocated).
5. Mayor/ Councilmembers	Address questions to Applicant/staff that are directly related to the application(s).
6. Mayor	Request members of the public interested in the application to come to the podium (if speaking in person) , state their name and address, and speak and respond to questions from the Mayor/Councilmembers (3 minutes allocated per speaker).
7. Mayor	Provides an opportunity for the Applicant to respond to any testimony or other evidence received during the public hearing. May request further information from staff and/or Applicant if needed or requested by any Councilmember.
8. Mayor	Closes the hearing to the public- and specify the time and open for debate and discussion of the evidence among Mayor/Councilmembers.
9. Mayor	Closes debate among Councilmembers.
10. Mayor	Requests Town Council motion/decision on the matter.
11. Mayor	States the Town Council's decision or states that the Town Council's decision will be rendered within a specified time or reasonable time, as provided by the applicable ordinance.

PUBLIC COMMENT RULES OF PARTICIPATION

- a. All Town Council meetings are open to the public, but the public's participation, through public comment periods, is permitted only at regular and special Town Council meetings, during the time and in the manner set forth in these rules. Public participation is generally not permitted during study sessions, although the public is encouraged to express comments in writing or other communication prior to those sessions. The intent of these rules is to:
 1. Provide a safe and secure setting for Councilmembers and the public to attend to the Town's business.
 2. Enable Town Council to conduct its deliberative process without interruption, in a manner that can be heard and viewed by all in attendance or watching via video feed.
 3. Ensure that the public has a full opportunity to be heard during public hearings and public comment periods of Town Council meetings.
 4. Promote transparency in the conduct of Council meetings so that all persons have the opportunity to observe and hear all of the Town Council discussion and votes.

5. Facilitate Town Council meetings as business meetings by limiting interruptions, unreasonable delay, or comments, presentations, and discussion that does not relate to the business of the Town.
 6. Develop an atmosphere of civility that is respectful of diverse opinions and allows presentation of positions that vary from the position of others at the meeting.
- b. During all times a meeting of the Town Council is being conducted, the following rules shall apply:
1. The public comment period in a Town Council regular or special meeting is 30 minutes. Town Council will accommodate as many speakers as it can within that timeframe. If all speakers are not able to address Town Council during that timeframe, additional time will be made available at the end of the Town Council meeting. Public comment may be made in person, ~~or electronically via Zoom~~. All members wishing to address the Town Council in person must sign up. Sign up begins 30 minutes prior to the start of the meeting. The Mayor shall determine the order of speakers, with priority given to those attending in person and Town residents.
 2. All remarks to the Town Council shall be at a microphone and only after the speaker is acknowledged by the presiding officer.
 3. While in attendance at a Town Council meeting, no attendee ~~(whether in person or electronically)~~ shall disrupt, disturb, or otherwise impede the orderly conduct of the meeting by any means or in a manner that obstructs the business of the meeting. Disorderly conduct also includes failing to obey any lawful order of the presiding officer to be seated, leave the meeting room, ~~mute themselves on Zoom~~, or refrain from addressing the Town Council.
 4. No attendee ~~(whether in person or electronically)~~ shall make threats or other forms of intimidation against any person in the Council chambers or meeting room.
 5. To maintain the fire code occupancy limits and allow for safe exit, unless addressing the Town Council or entering or leaving the Council chambers or meeting room, all persons in the audience shall remain seated in the seats provided. No person shall stand or sit in the aisles, nor shall the doorways be blocked.
 6. All persons in the Council chambers or other meeting rooms, including, without limitation, Councilmembers, staff, and attendees shall silence all cell phones and other electronic devices to prevent disruption at the meeting.
 7. No sign shall be displayed in Council chambers in a manner that blocks the view of another person or in a manner that would violate subsection 5 above.
 8. Public comment may also be made electronically through the Town's website at <http://www.parkeronline.org/FormCenter/Town-Council-Meetings-Public-Comment-26/Town-Council-Meetings-General-Public-Com-65>. Public comments received through this 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 included in the minutes of the Town Council meeting.
- c. The Mayor or other presiding officer, with the assistance of any Town police officers in attendance, shall be responsible for maintaining the order and decorum of meetings.

1. The Mayor or presiding officer may interrupt any speaker who is violating these rules of participation or disrupting a meeting.
2. The Mayor or presiding officer may order the removal of any person, who fails to observe these rules of participation, from the Council chambers or other room in which a meeting of the Town Council is occurring. The Mayor or presiding officer shall attempt to provide a verbal warning to any attendee or particular speaker that may be violating these rules or participation, but such verbal warning shall not be required as a condition of removing such person from the Council chambers or meeting room.
3. These enforcement provisions are in addition to the authority held by any police officer in attendance, to maintain order pursuant to that officer's lawful authority.
4. Any person who has been removed from a meeting may be charged with violation of applicable provisions of the Parker Municipal Code.
5. In addition to any other authority of the Mayor or presiding officer, the Mayor or presiding officer may call a recess to restore order to the meeting.
6. If necessary for the safety of the Town Council and public, the Mayor or presiding officer may order the Council chambers or meeting room cleared of all attendees. In such event, the meeting may continue only as long as the proceedings are televised or otherwise recorded so that the proceedings of the meeting are available to the public.



Request for Town Council Action

Date: August 1, 2022

Submitted By: Mary Colton, Parks and Recreation Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **MOTION TO APPROVE A LETTER OF SUPPORT FOR THE DOUGLAS COUNTY OPEN SPACE INITIATIVE**

Department: **Parks, Recreation & Open Space, Mary Colton**

EXECUTIVE SUMMARY

Approval is being requested for a letter of support from the Parker Town Council to the Douglas County Board of County Commissioners to place a measure on the November 2022 ballot that will provide Douglas County residents the option to extend the .017% Douglas County Sales and Use Tax for Parks, Trails and Open Space for the next 20 years with a proposed 20% shareback to all Douglas County municipalities.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Douglas County Parks, Trails and Open Space Sales and Use tax is scheduled to sunset at the end of 2023. A letter of support from the Parker Town Council to the Board of County Commissioners has been requested by the Douglas County Open Space Initiative (DCOSI) to place a measure on the November 2022 ballot that will provide Douglas County residents the option to extend the .017% Douglas County Sales and Use Tax for Open Space, Parks, and Trails for the next twenty years and a proposed 20% municipal shareback based on population. Additionally, the shareback funds would expand the program to include the cities of Lone Tree and Castle Pines. This item was discussed at two previous Study Sessions and is now moving forward for Council approval.

FINANCIAL IMPACT

Potential financial impacts may be significant to Parker's Parks, Recreation, Open space and Trail projects if the Douglas County Parks, Open Space and Trails Sales and Use Tax is discontinued. Parker receives approximately \$1.2 M annually in funding through this tax, which has been instrumental in completing key capital Parks and Recreation projects that benefit the entire Parker community. The current shareback balance is almost \$5 million, which will help with many upcoming projects.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. DCOSI Council Support Letter

RECOMMENDED MOTION

I move to approve the letter of support, as a part of the consent agenda.



Your kind of place.

Mayor
Jeff Toborg

Councilmembers
Anne Barrington
John Diak
Laura Hefta
Todd Hendreks
Cheryl Poage
Joshua Rivero

August 1, 2022

Douglas County Board of County Commissioners
100 Third Street
Castle Rock, CO 80104

Douglas County Board of County Commissioners,

Since 1995, the Town of Parker's residents have benefited from almost \$13 million in municipal share back funding generated through the Douglas County Sales and Use Tax for Open Space, Parks, and Trails, resulting in the acquisition of properties for open space preservation, parkland development, and trail development/improvements throughout the Town. Some examples include:

- East/West Regional Trail Grade Separated Crossing - \$700,000
- Discovery Park Development - \$3.45 M
- Acquisition of the Gary Smith Property for the future Salisbury Park North expansion - \$3.1 M
- Construction of the Norton Farm trailhead - \$25,000
- County Partnership to acquire Norton Farm - \$1.6 M

The Town's Parks, Recreation and Open Space Department continues with the planning efforts of significant capital projects including Salisbury Park North development, Harvie Open Space improvements, trail development and open space management. These projects will require the use of share back funds for completion.

Access to parks, trails and open space contributes to quality of life for those who live, work, and play in Douglas County, including by supporting the mental and physical health of our residents and the local economy. Providing these spaces throughout Douglas County offers everyone an opportunity to engage with the natural environment, which is an ongoing, high priority of Parker residents based on survey data.

The Town of Parker's Town Council supports the efforts of the Douglas County Open Space Initiative (DCOSI) and the Douglas County Board of County Commissioners to place a measure on the November 2022 ballot that will provide Douglas County residents the option to extend the .017% Douglas County Sales and Use Tax for Open Space, Parks, and Trails for the next twenty years and a proposed 20% municipal share back based on population. Additionally, the Town Council is supportive of expanding the program to include share back funds for the cities of Lone Tree and Castle Pines.

Sincerely,

John Diak
Mayor Pro Tem

Anne Barrington
Councilmember

Laura Hefta
Councilmember

Todd Hendreks
Councilmember

Cheryl Poage
Councilmember

Joshua Rivero
Councilmember



Request for Town Council Action

Date: August 1, 2022

Submitted By: Matt Lynch, Sr. Systems Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **Zoom UCaaS Phone System**

Amount: **\$309,646.15 (over 5 years)**

Contractor: **Zoom**

Department: **Information Technology, Matt Lynch**

EXECUTIVE SUMMARY

This item is to approve a contract with Zoom for their Zoom Unified Communication as a Service phone system. Zoom was selected during the RFP process.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This is a 5-year contract with the ability to terminate annually. This contract has been negotiated directly with Zoom. Zoom was selected during the UCaaS RFP process to replace the current end-of-life phone system.

Effective communication is paramount to many of the Town's strategic goals. Without a reliable and modern phone system, we will not be able to communicate effectively with our citizens and other strategic partners.

FINANCIAL IMPACT

The Town will pay \$61,929.23 annually.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: August 1, 2022

Submitted By: Carrie Glassburn, Cultural Director

Reviewed By: Michelle Kivela, Town Administrator

Title: Sound of Music Performance Agreement

Amount: \$111,992.51

Contractor: Sasquatch Productions Ltd.

Department: Cultural, Carrie Glassburn

EXECUTIVE SUMMARY

This agenda item is to request Council approval of a Performance Agreement with Sasquatch Productions Ltd. for "Sound of Music" the musical, which will be presented in January/February of 2023. Town Council previously approved Sasquatch Productions as one of three companies to receive a Master Agreement awarded under SOQ-19-005. This Master Agreement dictates that production costs may not exceed \$130,000 per production. For this production, Sasquatch will receive a guarantee of \$111,992.51.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In our 2019 patron survey, we asked the community which musicals they would like to see. "The Sound of Music" was the #1 response, so we were thrilled to finally be able to include this musical in our lineup this season. Tickets for this show went on sale on July 13 to our Parker Arts members, and sales are already strong. Based on the popular title and patron interest, we estimate selling at least 90% of the tickets to the 18 total shows in this run, which would result in a gross ticket revenue of just over \$278,000.

FINANCIAL IMPACT

Total production expenses and revenue for this theatrical production are in line with past years, and have been accounted for in the 2023 Cultural Budget.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: August 1, 2022

Submitted By: John Mounier, Associate Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **2022 Townwide Diamond Grind and Joint Seal Program, CIP 22-008 \$50,000 Contract Modification**

Amount:	Original Amount \$1,945,041.62, Modified Amount \$1,995,041.62
Contractor:	Penhall Company
Department:	Engineering & Public Works, John Mournier

EXECUTIVE SUMMARY

This item is to approve a contract modification with Penhall Company for the 2022 Townwide Diamond Grind and Joint Seal Program (CIP 22-008) in the amount of \$50,000, for an increase to \$1,995,041.62.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town competitively bid and awarded the 2022 Townwide Diamond Grind and Joint Seal Program (CIP 22-008) in January 2022. Subsequently, Town staff identified additional quantities of concrete items that were not in the original bid package that required repair prior to the grinding operation. As a result, a contract modification is needed to adjust the contract amount to complete this additional work.

FINANCIAL IMPACT

Funding for this modification has been appropriated from the Public Works/Streets R&M account 101-4310-3445.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: August 1, 2022

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **KIME RANCH SKETCH AND PRELIMINARY PLAN**

Applicant: Century Communities

Location: The site is located on the north side of Mainstreet at the intersection with Willow Park Drive.

Department: Community Development, Julia Duncan

TRAKiT No.: SUB21-053 & SUB21-054

EXECUTIVE SUMMARY

The applicant, Century Communities, is proposing a Sketch and Preliminary Plan to create 150 single-family lots with parks and open space. The site is located on the north side of East Mainstreet at the intersection with Willow Park Drive.

Criteria for Consideration

The Town Council, in reviewing this application, shall consider the following factors:

1. Consistency with Master Plan
2. Consistency with the Land Development Ordinance and other minimum standards established by the Town
3. Consistency with Zone District Standards or Planned Development Guide, if applicable
4. Previous plans
5. Public Notice Requirements

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property is a 42.9-acre site owned by Century Land Holdings, LLC that is located on the north side of Mainstreet at the intersection of Willow Park Drive. The property is currently developed with an existing single-family home, barn/stable and small accessory buildings.

A portion of the property was annexed into the Town on December 6, 2021, and the entirety of

the property was zoned Planned Development (PD) at that time. The Kime Ranch PD permits a maximum of 150 single-family residential lots with associated parks and open space.

The applicant is requesting approval of the Sketch and Preliminary Plans for 150 single-family residential lots, 3.67 acres of parks and 10.32 acres of open space. The proposal has a maximum residential density of 3.5 dwelling units per acre. This is consistent with the Parker 2035 Master Plan that designates the subject property as part of the Medium Density Residential Character Area.

In response to community comments and meetings held with the public by the applicant, the proposal was modified from its original submittal as follows:

- Provided landscape in excess of code requirements along the western boundary of the site
- Increased the northern landscape buffer from 40-feet required in the PD to 65-feet
- Increased the average buffer on the eastern boundary from the 35-feet and 50-feet required in the PD to 39-feet and 56-feet
- Increased the minimum setback along Mainstreet from 35-feet minimum required to 48-feet. The average setback is over 110-feet with the furthest lots being 250-feet from Mainstreet.

Criteria for Consideration - Staff Analysis

Staff offers the following comments on the criteria for consideration that the Town Council must utilize in reviewing the application:

1. **Consistency with Master Plan.** The proposed subdivision is consistent with the goals and policies of the Parker 2035 Master Plan and the General Land Use Plan in the Master Plan as to use, residential density and parks and open space.
2. **Consistency with the Land Development Ordinance and other Minimum Standards Established by the Town.** The proposed subdivision complies with the Land Development Ordinance, Stormwater Drainage and Environmental Criteria Manual, Roadway Design and Construction Criteria Manual and other applicable standards adopted by the Town.
3. **Consistency with Zone District Standards or Planned Development Guide, if Applicable.** The proposed subdivision complies with all of the provisions of the applicable Zone District and Planned Development Guide.
4. **Previous Plans.** All conditions of the previous plan have been met. The Preliminary and Sketch Plans are consistent with one another and other applicable plans.
5. **Public Notice requirements.** The applicant has demonstrated that all public notice requirements have been met.

The approval of the Sketch and Preliminary Plans is an initial entitlement and does not formally create the lots and associated improvements. Instead, the approval of the Plans will allow for the applicant to proceed with the final design process and submit Final Plats that are consistent with the Sketch and Preliminary Plans. The Final Plats will create official lots and associated

improvements when approved and recorded with Douglas County.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

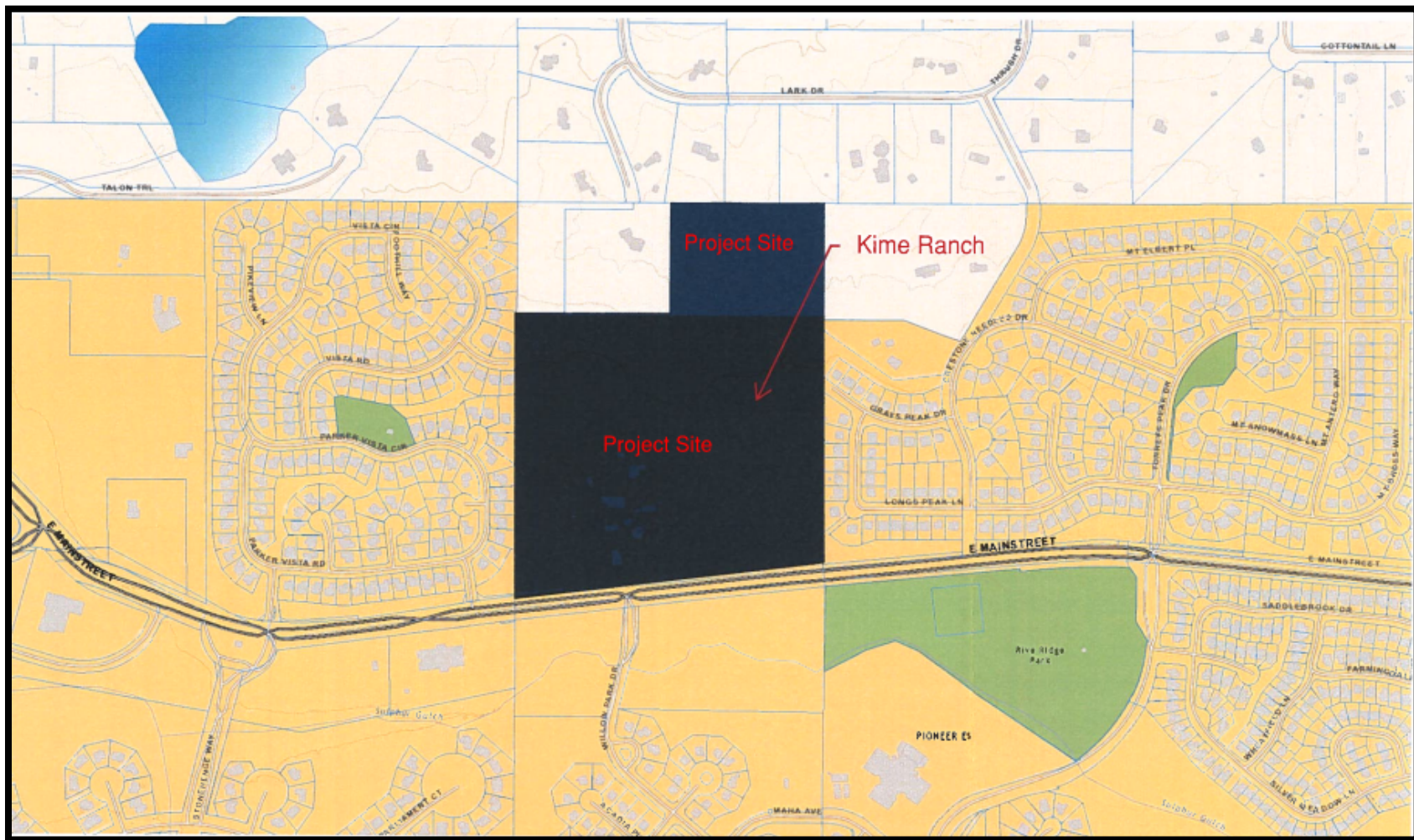
1. Vicinity Map
2. SUB21-053 & SUB21-054 PC Staff Report
3. Sketch Plan
4. Preliminary Plan
5. Landscape Plan
6. Parks Plan

RECOMMENDED MOTION

I move to approve the Sketch Plan, based on staff findings, contained in the staff report.

I move to approve the Preliminary Plan, based on staff findings, contained in the staff report.

Vicinity Map





Planning Commission Staff Report

Planning Commission Date: 7/14/2022

Town Council Date: 8/1/2022

Hearing Type: Public Hearing
Kime Ranch Sketch and Preliminary Plans
TRAKiT No: SUB21-053 and SUB21-054

Location: The site is located on the north side of Mainstreet at the intersection with Willow Park Drive.

Project Planner: Julia Duncan, Associate Planner

Applicant: Century Communities, Applicant

Executive Summary: The applicant, Century Communities, is proposing a Sketch and Preliminary Plans to create 150 single family lots with parks and open space.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the requested Kime Ranch Sketch Plan."

"I move the Planning Commission recommend Town Council approve the requested Kime Ranch Preliminary Plan."

ALTERNATIVE MOTIONS

Sketch Plan

"I move the Planning Commission recommend Town Council approve the requested Kime Ranch Sketch Plan, subject to the following conditions:"

-List conditions (either by staff or Planning Commission)

"I move the Planning Commission recommend Town Council deny the requested Kime Ranch Sketch Plan as the request does not meet the following approval criteria:"

-List criteria not met (either by staff or Planning Commission)

"I move the Planning Commission vote to continue the requested Kime Ranch Sketch Plan to a future date."

Preliminary Plan

"I move the Planning Commission recommend Town Council approve the requested Kime Ranch Preliminary Plan, subject to the following conditions:"

-List conditions (either by staff or Planning Commission)

"I move the Planning Commission recommend Town Council deny the requested Kime Ranch Preliminary Plan as the request does not meet the following approval criteria:"

-List criteria not met (either by staff or Planning Commission)

"I move the Planning Commission vote to continue the requested Kime Ranch Preliminary Plan to a future date."

I. BACKGROUND/DISCUSSION

The 42.91-acre site owned by Century Land Holdings, LLC is located on the north side of Mainstreet at the intersection with Willow Park Drive. The parcel is currently developed with an existing single-family home, barn/stable and small accessory buildings.

A portion of the property was Annexed into the town on December 6, 2021, and the entirety of the property was zoned Planned Development at that time. The Kime Ranch Planned Development (PD) permits a maximum of 150 single-family residential lots with associated parks and open space.

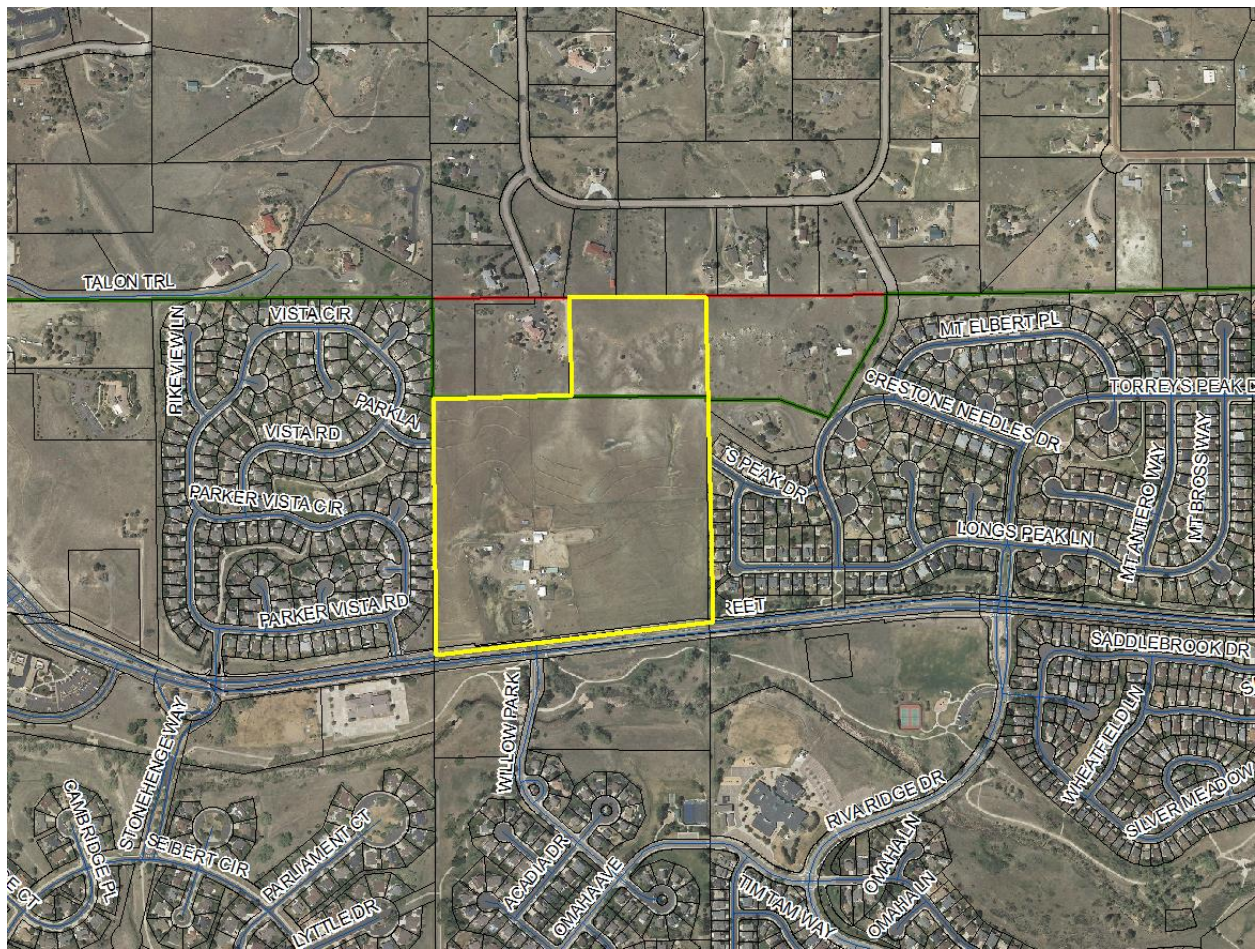
The applicant is requesting the approval of the Sketch and Preliminary Plans for 150 single family residential lots, 3.67 acres of parks, and 10.32 acres of Open Space. The proposal has a maximum density of 3.5 dwelling units per acre consistent with the Parker 2035 Master Plan that designates the subject property as part of the Medium Density Residential Character Area.

In response to community comments and meetings held with the public by the applicant the proposal was modified from its original submittal as follows:

- Provided landscape in excess of code requirements along the western boundary of the site
- Increased the northern landscape buffer from 40' required in the PD to 65'
- Increased the average buffer on the eastern boundary from the 35' and 50' required in the PD to 39' and 56'
- Increased the minimum setback along Mainstreet from 35' minimum required to 48'. The average setback is over 110' with the furthest lots being 250' from Mainstreet.

The approval of the sketch and preliminary plans does not formally create the lots and associated improvements. Instead, the approval of the applications will allow for the applicant to execute final plats consistent with the Sketch and Preliminary Plans. The Final Plats will create the lots and associated improvements.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
September 16, 2002	Town Council adopted Ordinance No. 2,139 annexing unincorporated property known as Kime II and zoned the property A-Agricultural.
December 6, 2022	Town Council approved the annexation (ANX21-005) of the northerly 7.5 acres and zoning (Z21-007) of the entire 42.91-acre property Kime Ranch Planned Development.

III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development
Overlay District	N/A
PD & Plan Area	Kime Ranch
Master Plan Area	Medium Density Residential
Site Acreage	42.91 acres
Subdivision	N/A
Existing Use	Existing single-family home, barn/stable and small accessory buildings.
Surrounding Uses	

	Master Plan Land Use	Zoning	Existing Use
North	Douglas County	Rural Residential	Large lot Single Family
South	Medium Density Residential	PD - Planned Development	Open Space/Willow Point South Single Family Homes
East	Medium Density Residential	PD - Planned Development	Willow Point North Single-Family Homes
West	Medium Density Residential	PD - Planned Development	Parker Vista Single Family Homes

IV. PARKER 2035 MASTER PLAN

Parker 2035 Master Plan | Town of Parker - Official Website

MASTER PLAN CONSISTENCY	
Master Plan Designation	Choose an item. ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	<u>Medium Density Residential</u> the Medium Density Residential Character Area consists of an overall gross density of 3.5 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area.
Consistent Goals/Strategies	<u>Land Use 1. A</u> <u>Land Use 1. B</u> <u>Land Use 1.H</u> <u>Land Use 1. I</u> <u>Community Appearance and Design 1.C</u> <u>Community Appearance and Design 2</u> <u>Community Appearance and Design 2. B</u> <u>Housing and Neighborhoods 1</u> <u>Housing and Neighborhoods 1. A</u> <u>Housing and Neighborhoods 3. A</u>
Staff Analysis	The project proposes a Sketch and Preliminary Plan within the Kime Ranch PD to allow for 150 single family home lots, in addition to parks and open space. The site is located on the north side of Mainstreet at Willow Park Drive. The property is within the Medium Density Residential Character Area as designated by the Parker 2035 Master Plan. This area is intended to provide a maximum density of 3.5 dwelling units per acre. The Kime Ranch Planned Development allows a maximum of 150 single family lots, and the Annexation Agreement requires a minimum of 8.582 acres of open space, and 3.58 acres of open space. The Sketch and Preliminary Plan request proposes 150 single family

	homes, 3.67 acres of parks, and 10.32 acres of Open Space. Minimum lot areas and lot widths are consistent with existing adjacent single-family residential developments and the PD zoning requirements. The proposal creates a subdivision that is consistent with existing adjacent uses and is an infill site in close proximity to Parker Road and the Downtown core. Staff has reviewed the requested Sketch and Preliminary Plans against the Town's Master Plan and has determined that the request is consistent with the goals identified above. The proposed Sketch and Preliminary Plans is for single family residential lots, roadways, parks, trails, and open space that are consistent with medium density residential development as identified in the Master Land Use Plan and which are allowed by the zoning.
--	---

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (SKETCH AND PRELIMINARY PLANS)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Setbacks, Residential roadway buffers, and open space buffers are established in the Kime Ranch PD.	Building setbacks will be reviewed at the time of building permit submittal. All lots are consistent and meet and exceed residential roadway buffer and other buffer requirements.	☒ Consistent ☐ Inconsistent ☐ N/A
Density	A maximum of 3.5 Dwelling Units Per Acre	The proposal is for 150 single-family detached residential units. The 150 total units does not exceed the number permitted by zoning and equates to 3.49 dwelling units per acre.	☒ Consistent ☐ Inconsistent ☐ N/A
Height/Stories	The maximum building height in the Kime Ranch PD is 35 feet. Structure height in Open Space and Parks is limited to 25 feet.	Building heights will be reviewed at the time of the residential design matrix submittal and at the time of building permit review.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	The minimum lot size within the Kime Ranch PD is 5,500 square feet.	The proposed lot sizes range from 5,500 to 9,419 square feet which complies with the zoning.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	None	N/A	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	The applicant has submitted a preliminary landscape plan. Staff has reviewed these documents and determined that it complies with Section 13.06.070 of the Land Development Ordinance (LDO).	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050	Staff has reviewed the proposed sketch and preliminary plans for compliance. This review will be evaluated in greater detail during the Final Plat.	☒ Consistent ☐ Inconsistent ☐ N/A

Miscellaneous	Parks: 3.58 acres Open Space: 8.582 acres	Parks: 3.67 acres Open Space: 10.32 acres	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	The Sketch Plan and Preliminary Plan application for Kime Ranch is for 150 single family detached homes, 10.32 acres of open space and 3.67 acres of parks on a 42.91-acre parcel. The proposed Sketch and Preliminary Plans are in conformance with the approved zoning and the Land Development Ordinance.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The subject property proposes a main entry into the development off Mainstreet from Willow Peak Drive. Internal connections are proposed for Parklane Drive and Grays Peak Drive, existing roadways that end at the property line of adjoining subdivisions and were planned for future extension into the site. The Sketch and Preliminary Plans outline internal open space and parks tracts with trails and pedestrian circulation components.

At the time of development, the applicant will be required to ensure all required roadway improvements are constructed as identified in compliance with an approved traffic study.

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Aztec Consulting	No Comment
Town of Parker Engineering	Approved
Fire and Life Safety	Approved
Parker Water and Sanitation District	Approved for preliminary plan only. When ready please submit a dedicated set of PWSD Utility Plans for review.
Douglas County	No Comment
Public Service Company of CO	Advisory: PSCo acknowledges the requested changes made and has no additional concerns at this time.
IREA	Approved
Willow Park HOA	No Comment
Willow Ridge Property Owner's Association	No Comment
Douglas County Schools	Pursuant to the Kime Ranch Annexation Agreement dated December 6, 2021, and recorded on December 8, 2021 ("Agreement"), the property is subject to a school mitigation fee and in-lieu fee payments.
Comprehensive Planning	The proposed development does not conflict with the 2035 Master Plan.
Comcast	No Comment
Century Link	Approved
Building	Advisory Comments

VIII. CONCLUSION

The applicant, Century Communities, is requesting the approval of the Sketch and Preliminary Plans for 150 single family detached homes, 10.32 acres of open space and 3.67 acres of parks on a 42.91-acre parcel.

The site is located on the north side of Mainstreet at the intersection with Willow Park Drive. The property is primarily undeveloped but does have an existing single-family home, barn/stable and small accessory buildings. The north, south, east, and west of the property are developed with single-family homes.

Staff has reviewed the proposed submittal and has determined that it complies with the Master Plan, existing zoning for the site and the Land Development Ordinance.

IX. RECOMMENDED CONDITIONS

N/A

X. ATTACHMENTS

1. Sketch Plan
2. Preliminary Plan
3. Landscape Plan
4. Parks Plan

Report Approved By: Bryce Matthews, Planning Manager

KIME RANCH SKETCH PLAN

KIME RANCH DEVELOPMENT PLAN
A Portion of the West 1/2 of the Northeast 1/4 of Section 23,
Township 6 South, Range 66 West of the 6th P.M.,
Douglas County, State of Colorado
42.91 Acres, 150 Residential Lots

Kime Ranch

Parker, Colorado

CONCEPT PLAN
MARCH, 2022

Illustrative rendering subject to change



PRELIMINARY LAND USE	
Single Family Detached	
Lot Size	Units
(60'X110' lots)	15
(50'X110' lots)	135
Total	150

APPLICANT :

Cindy Myers
8390 E. Crescent Parkway
Ste 650
Greenwood Village, CO
80111

DEVELOPER:

CENTURY COMMUNITIES
ATTN: Cindy Myers
8390 E. Crescent Parkway
Ste 650
Greenwood Village, CO 80111
303.551.8420

LAND PLANNING:

pcs group
PCS GROUP INC.
ATTN: Paul Shoukas
P.O. Box 18287
Denver, CO 80218
303.531.4905

CIVIL ENGINEER :

JR ENGINEERING
JR ENGINEERING
ATTN: Kurtis Williams
7200 S Alton Way
Ste C400
Centennial, CO 80112
303.740.9393

KIME RANCH

PREPARATION DATE: JULY 30, 2021
REVISION DATE: NOVEMBER 19, 2021
REVISION DATE: MARCH 14, 2022
REVISION DATE:
REVISION DATE:

SHEET: 01
OF 03

SCALE 1" = 100'

KIME RANCH SKETCH PLAN

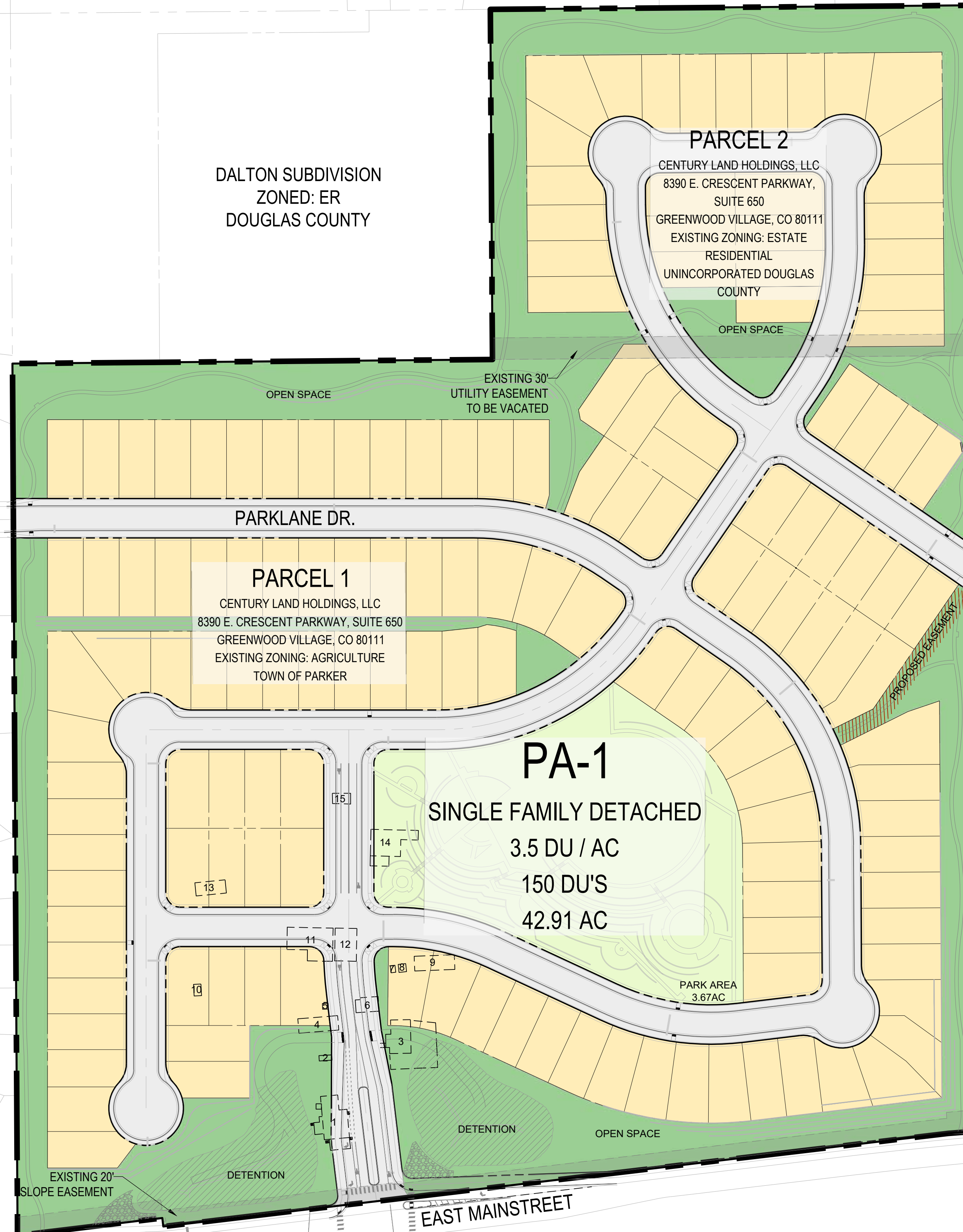
KIME RANCH DEVELOPMENT PLAN
A Portion of the West 1/2 of the Northeast 1/4 of Section 23,
Township 6 South, Range 66 West of the 6th P.M.,
Douglas County, State of Colorado
42.91 Acres, 150 Residential Lots

PINE VALLEY
ZONED: ER
DOUGLAS COUNTY

PINE VALLEY 2
ZONED: ER
DOUGLAS COUNTY

DALTON SUBDIVISION
ZONED: ER
DOUGLAS COUNTY

PINE HILLS RANCH
ZONED: LRR
DOUGLAS COUNTY



- EXISTING BUILDINGS
- 1 - SINGLE FAMILY RESIDENCE
 - 2 - FARM UTILITY BUILDING
 - 3 - SINGLE FAMILY RESIDENCE
 - 4 - FARM UTILITY BUILDING
 - 5 - EQUIPMENT BUILDING
 - 6 - FARM UTILITY BUILDING
 - 7 - FARM UTILITY BUILDING
 - 8 - FARM UTILITY BUILDING
 - 9 - POULTRY SHED
 - 10 - EQUIPMENT SHED
 - 11 - FARM UTILITY STORAGE
 - 12 - EQUIPMENT BUILDING
 - 13 - GARAGE
 - 14 - BARN
 - 15 - CATTLE SHED

*ALL EXISTING STRUCTURES
TO BE REMOVED.*

PARKER VISTA
SUBDIVISION

ROWLEY DOWNS
SUBDIVISION

WILLOW PARK
SUBDIVISION

SUNSET RIDGE
SUBDIVISION

PA-1			
Land Use Summary Chart			
Type	Area		% of Total Area
	(SF)	(AC)	
Lots	884045.8	20.30	47%
Open Space	451858	10.37	24%
Park	159872	3.67	9%
ROW	373427	8.57	20%
TOTAL	1869203	42.91	100%

APPLICANT :

Cindy Myers
8390 E. Crescent Parkway
Ste 650
Greenwood Village, CO
80111

DEVELOPER:



CENTURY COMMUNITIES
ATTN: Cindy Myers
8390 E. Crescent Parkway
Ste 650
Greenwood Village, CO 80111
303.551.8420

LAND PLANNING:



PCS GROUP INC.
ATTN: Paul Shoukas
P.O. Box 18287
Denver, CO 80218
303.551.4905

CIVIL ENGINEER :

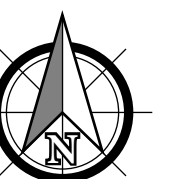


JR ENGINEERING
ATTN: Kurtis Williams
7200 S Alton Way
Ste C400
Centennial, CO 80112
303.740.9393

KIME RANCH

PREPARATION DATE: JULY 30, 2021
REVISION DATE: NOVEMBER 19, 2021
REVISION DATE: MARCH 14, 2022
REVISION DATE:
REVISION DATE:

SHEET: 02
OF 03

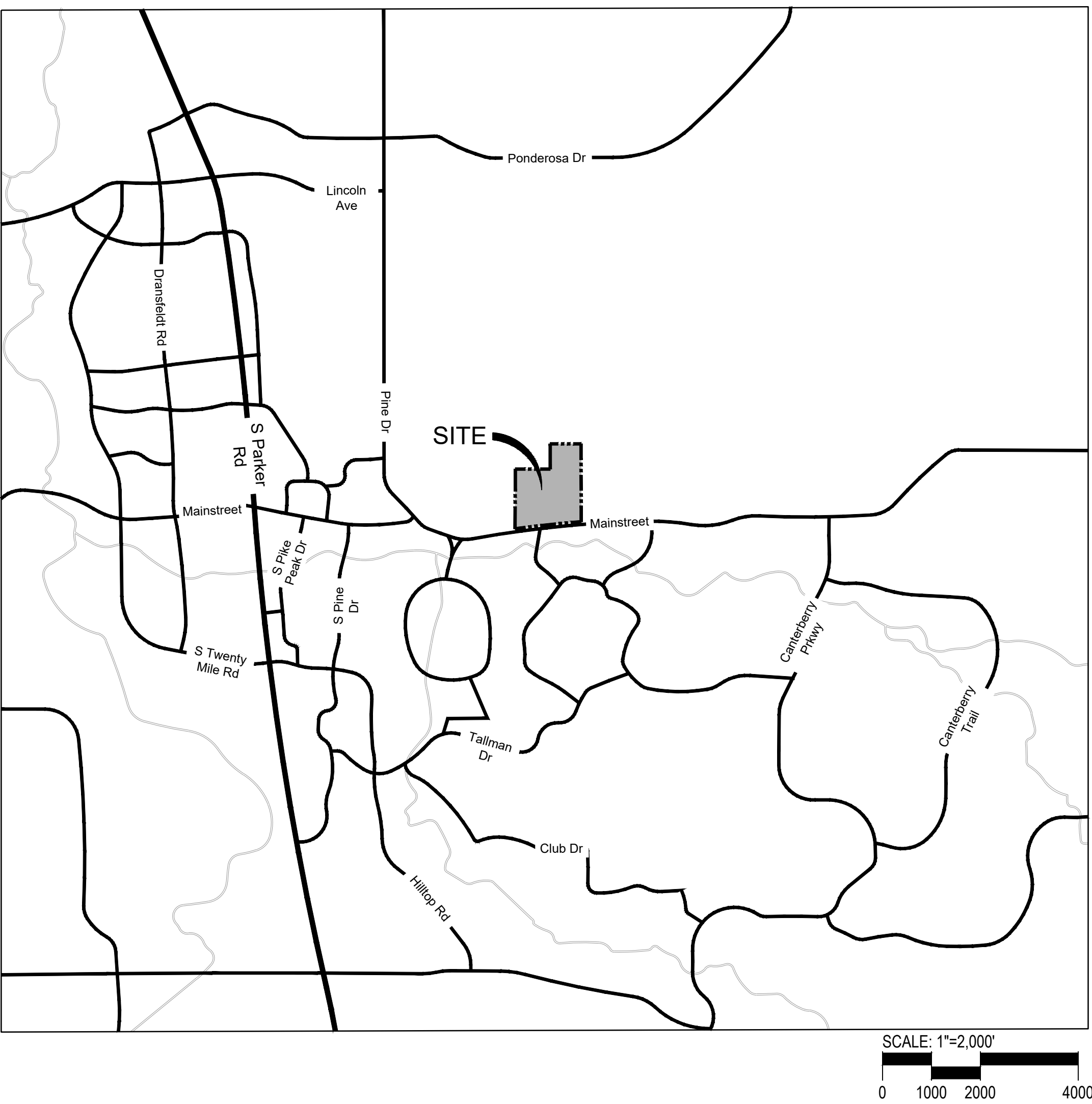


SCALE 1" = 100'

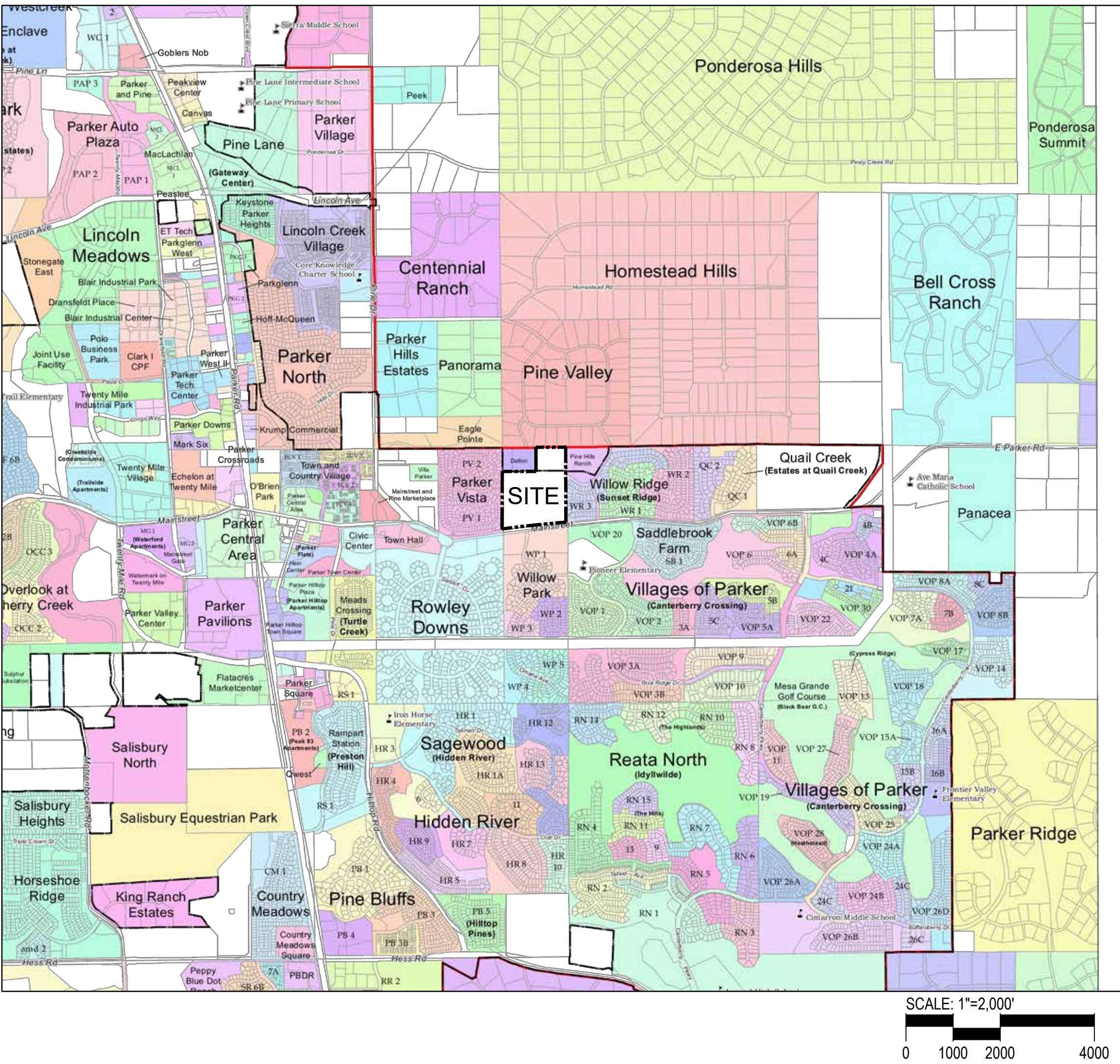
KIME RANCH SKETCH PLAN

KIME RANCH DEVELOPMENT PLAN
A Portion of the West 1/2 of the Northeast 1/4 of Section 23,
Township 6 South, Range 66 West of the 6th P.M.,
Douglas County, State of Colorado
42.91 Acres, 150 Residential Lots

VICINITY MAP



PD VICINITY MAP



APPLICANT :
Cindy Myers
8390 E. Crescent Parkway
Ste 650
Greenwood Village, CO
80111

DEVELOPER:
CENTURY COMMUNITIES
ATTN: Cindy Myers
8390 E. Crescent Parkway
Ste 650
Greenwood Village, CO 80111
303.551.8420

LAND PLANNING:
pcs group
PCS GROUP INC.
ATTN: Paul Shoukas
P.O. Box 18287
Denver, CO 80218
303.531.4905

CIVIL ENGINEER :
JR ENGINEERING
ATTN: Kurtis Williams
7200 S Alton Way
Ste C400
Centennial, CO 80112
303.740.9393

KIME RANCH

PREPARATION DATE: JULY 30, 2021
REVISION DATE: NOVEMBER 19, 2021
REVISION DATE: MARCH 14, 2022
REVISION DATE:

SHEET: 03
OF 03



PRELIM. PLAN #SUB21-054

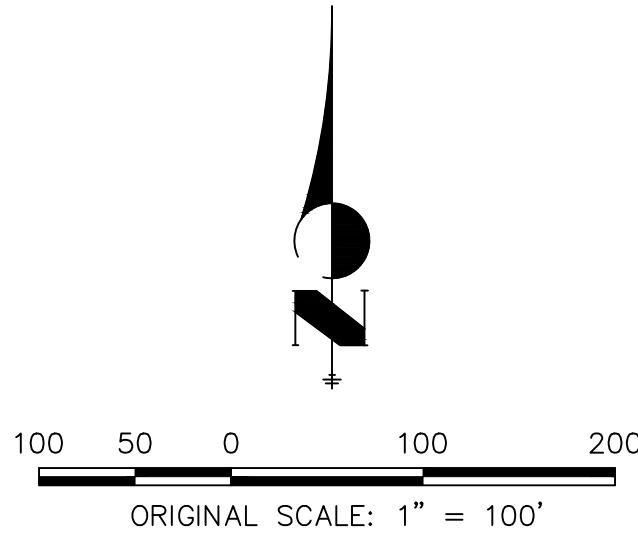
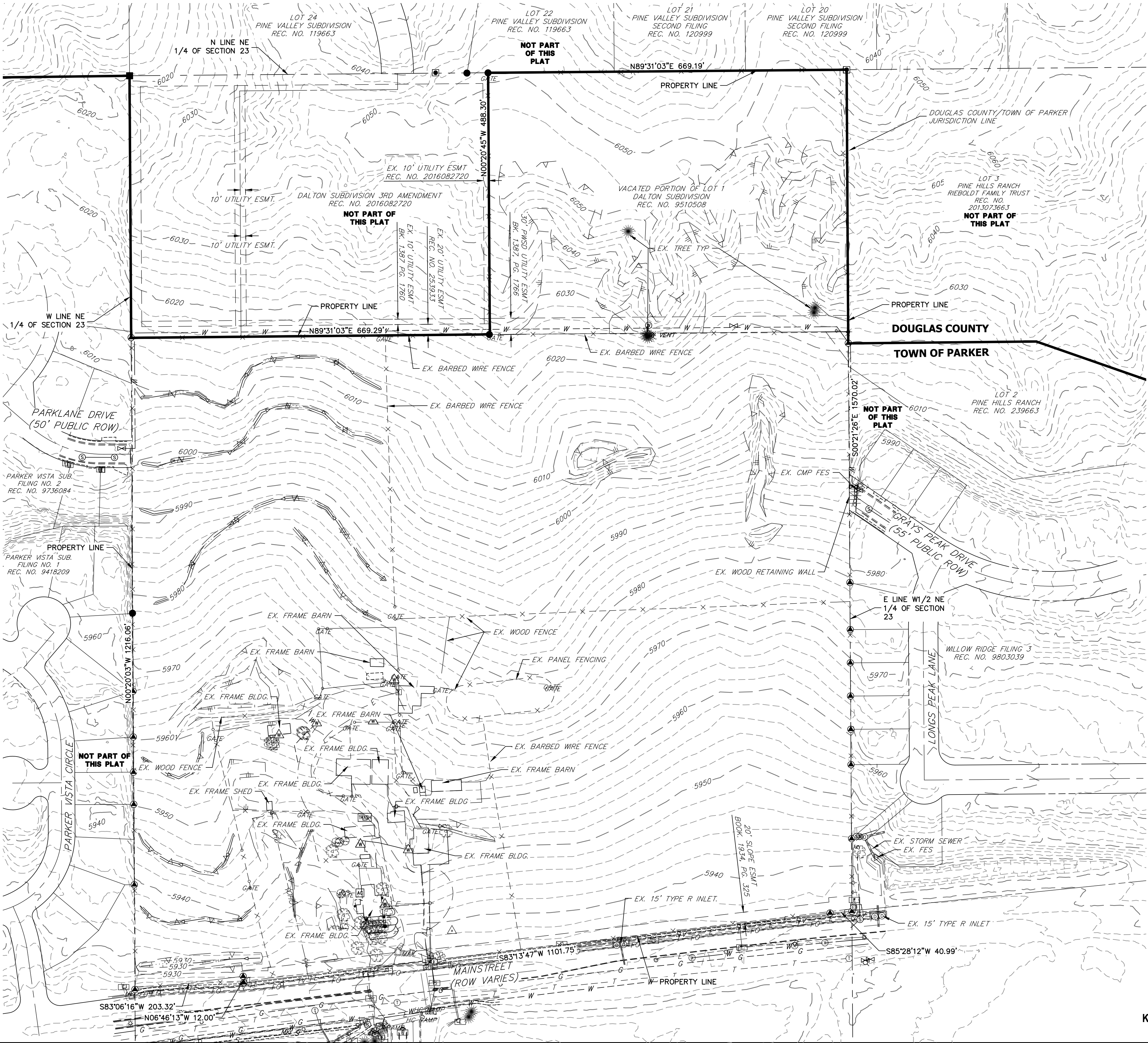
Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrenateering.com

UNTIL SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE APPROPRIATE REVIEWING AGENCIES, JR ENGINEERING APPROVES THEIR USE ONLY FOR THE PURPOSES DESIGNATED BY WRITTEN AUTHORIZATION.

PARKER
COLORADO
Your kind of place.

TOWN HALL
20120 EAST MAINSTREET
PARKER, CO 80138
ATTN: JULIA DUNCAN
P~303.841.2332

KIME RANCH FILING NO. 1 PRELIMINARY PLAN
A PARCEL OF LAND LOCATED IN THE NE QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
42.91 ACRES - 150 RESIDENTIAL LOTS - 5 TRACTS



PRELIMINARY PLAN
KIME RANCH FILING NO.1
PREPARED BY:
J-R ENGINEERING
PREPARED FOR:
CENTURY LAND HOLDINGS, LLC
SUBMITTAL DATE: 03-10-22

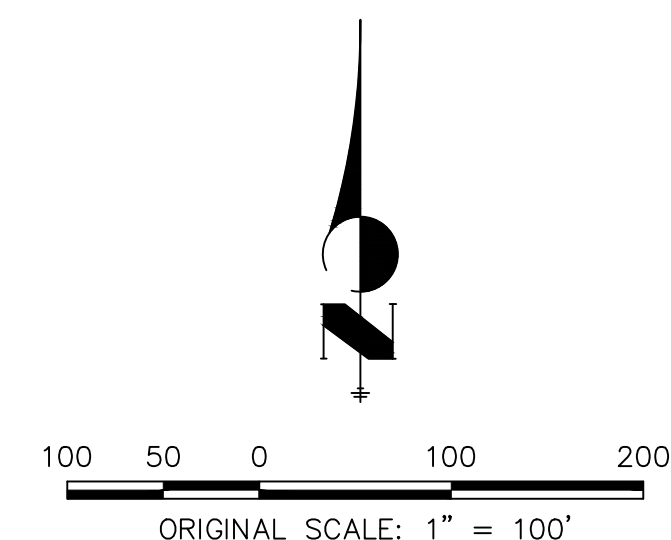


Know what's below.
Call before you dig.

PRELIM. PLAN #SUB21-054

UNTIL SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE AGENCIES, OR ENGINEERING APPROVES THEIR USE. DESIGNATED BY WRITTEN AUTHORIZATION.		PREPARED FOR: CENTURY LAND HOLDINGS, LLC 8390 EAST CRESCENT PKWY SUITE 650 GREENWOOD VILLAGE, CO 80111 (303) 770-8300		BY: _____		DATE: _____	
J-R ENGINEERING A Western Company		CENTRAL 303-740-9888 • Colorado Springs 719-583-2583 Fort Collins 970-491-9888 • www.jrengineering.com		No. _____		REVISION: _____	
KIME RANCH FILING NO. 1 PRELIMINARY PLAN		EXISTING CONDITIONS		H-SCALE 1"=100'		V-SCALE N/A	
SHEET 2 OF 8		DESIGNED BY ANT		DATE 05/13/22		DRAWN BY ANT	
JOB NO. 16065.00		CHECKED BY _____					

**A PARCEL OF LAND LOCATED IN THE NE QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
42.91 ACRES - 150 RESIDENTIAL LOTS - 5 TRACTS**



PRELIMINARY PLAN
KIME RANCH FILING NO.1

PREPARED BY:

 **J-R ENGINEERING**

PREPARED FOR:

CENTURY LAND HOLDINGS, LLC

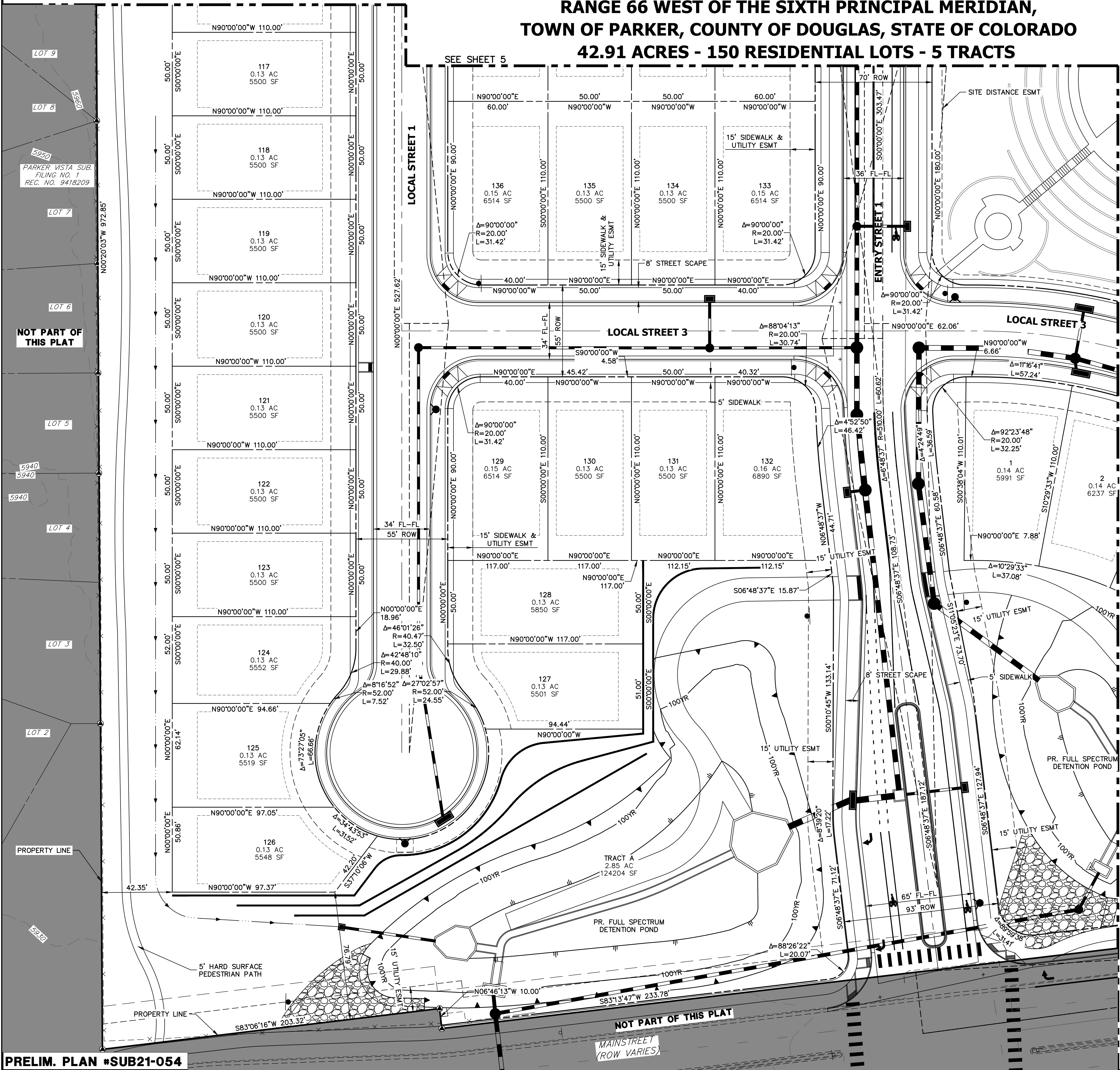
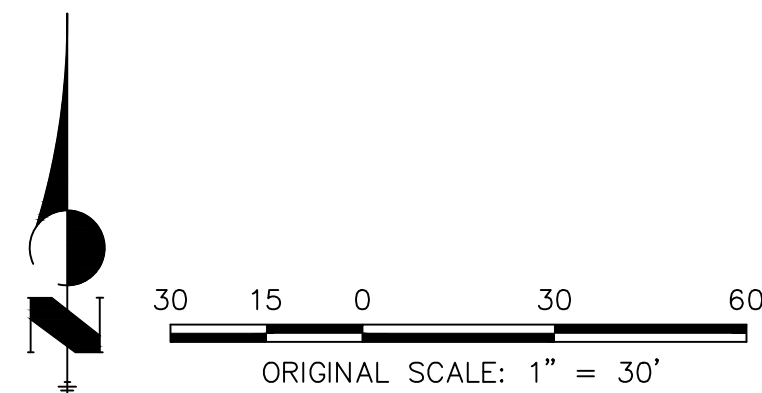
SUBMITTAL DATE: 03-10-22

PROJECT NO.	16065.00
SHEET	3 OF 8
KIME KANCH FILING NO. 1 PRELIMINARY PLAN	
OVERALL SITE PLAN	

PRELIM. PLAN #SUB21-054

KIME RANCH FILING NO. 1 PRELIMINARY PLAN

A PARCEL OF LAND LOCATED IN THE NE QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
42.91 ACRES - 150 RESIDENTIAL LOTS - 5 TRACTS



NOTES

1. FLOWLINE CURB RETURN RADIUS IS 20' UNLESS OTHERWISE NOTED.



PRELIMINARY PLAN
KIME RANCH FILING NO.1

PREPARED BY:



PREPARED FOR:

CENTURY LAND HOLDINGS, LLC

SUBMITTAL DATE: 03-10-22

KIME RANCH FILING NO. 1
PRELIMINARY PLAN

PRELIMINARY SITE PLAN

SHEET 4 OF 8

JOB NO. 16065.00

PREPARED FOR

CENTURY LAND HOLDINGS, LLC
8390 EAST CRESCENT PKWY
SUITE 650
GREENWOOD VILLAGE, CO 80111
(303) 770-8300

J-R ENGINEERING
A Western Company



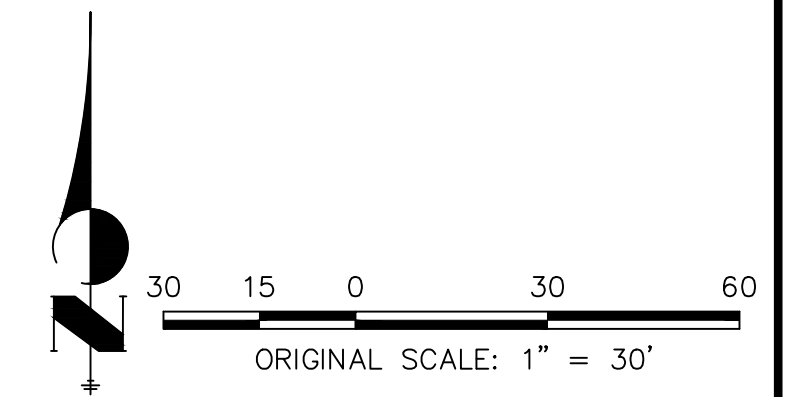
Central 303-740-9888 • Colorado Springs 719-583-2583
Fort Collins 970-491-9888 • www.jrengineering.com

UNTIL SUCH TIME AS
THESE DRAWINGS ARE
APPROVED BY THE
APPROPRIATE REVIEWING
AGENCIES, OR ENGINEERING
APPROVES THEIR USE,
THESE DRAWINGS ARE
DESIGNATED BY WRITTEN
AUTHORIZATION.

PRELIM. PLAN #SUB21-054

1. FLOWLINE CURB RETURN RADIUS IS 20' UNLESS OTHERWISE NOTED.

**A PARCEL OF LAND LOCATED IN THE NE QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
42.91 ACRES - 150 RESIDENTIAL LOTS - 5 TRACTS**



THESE DRAWINGS ARE
APPROVED BY THE
APPROPRIATE REVIEWING
AGENCIES, JR ENGINEERING
APPROVES THEIR USE
ONLY FOR THE PURPOSES
DESIGNATED BY WRITTEN
AUTHORIZATION.

CENTURY LAND HOLDINGS, LLC
8390 EAST CRESCENT PKWY
SUITE 650
GREENWOOD VILLAGE, CO 80111
(303) 770-8300

J·R ENGINEERING
A Westrian Company

 Centennial 303-740-9393 • Colorado Springs 719-639-2593
Fort Collins 970-491-9888 • www.jrengineering.com

[illegible]

PRELIMINARY PLAN

PRELIMINARY SITE PLAN

PAGE 5 OF 8

NO. 16065.00



Know what's **below**.
Call before you dig.

PRELIM. PLAN #SUB21-054

PRELIMINARY PLAN
KIME RANCH FILING NO.1

PREPARED BY:
 **J.R ENGINEERING**

PREPARED FOR:

CENTURY LAND HOLDINGS, LLC

SUBMITTAL DATE: 03-10-22

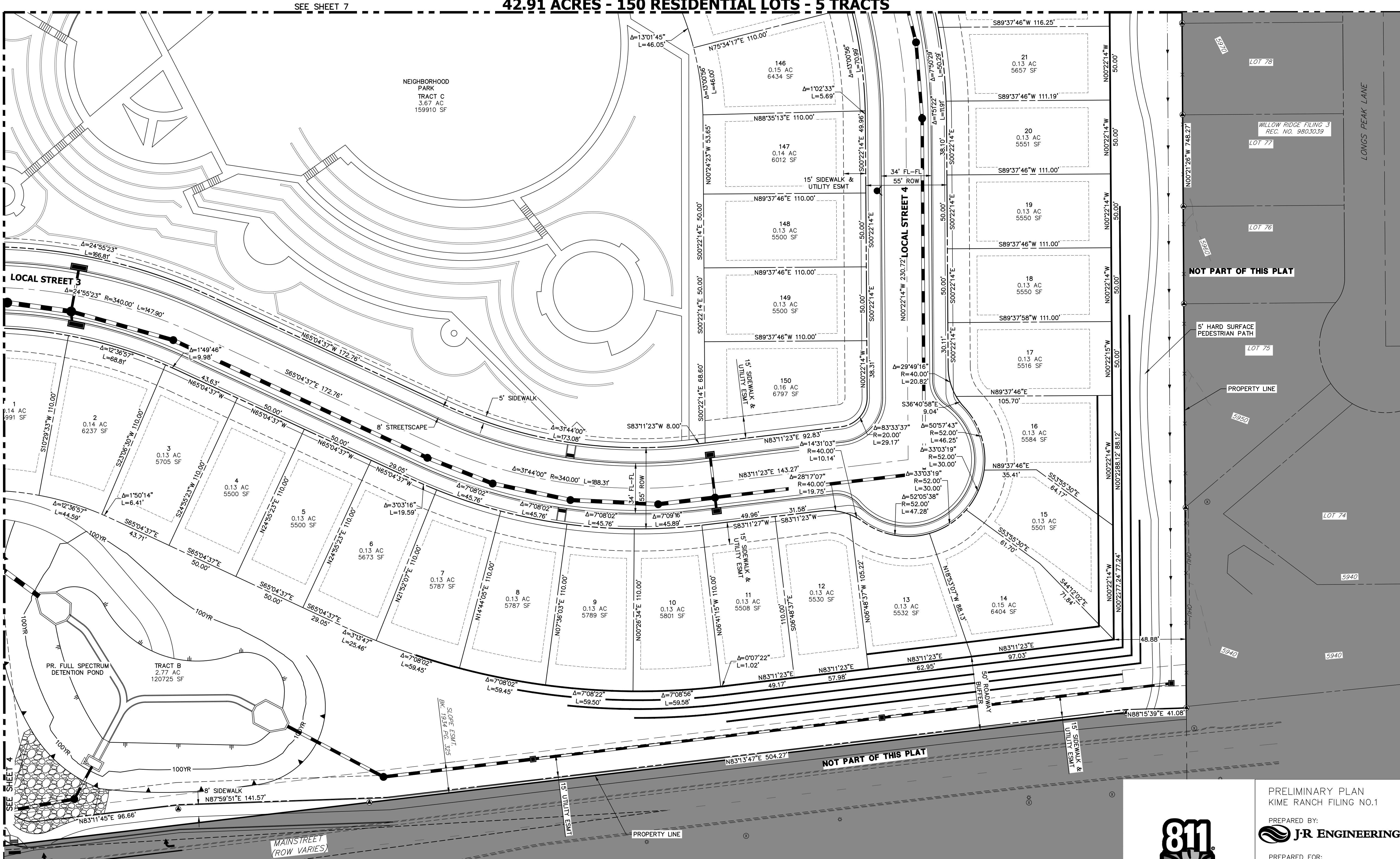
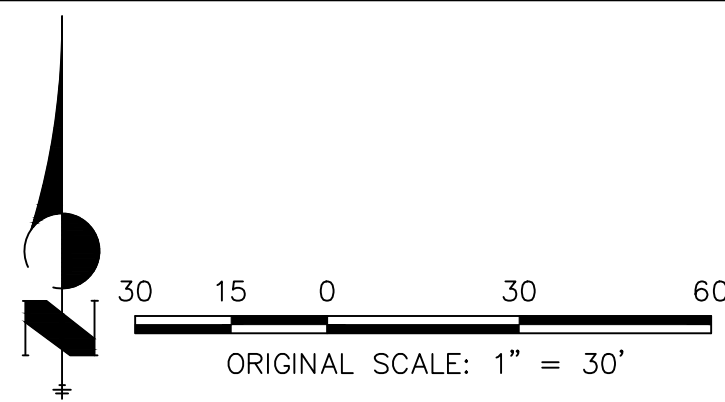
NOTES

1. FLOWLINE CURB RETURN RADIUS IS 20' UNLESS OTHERWISE NOTED.

KIME RANCH FILING NO. 1 PRELIMINARY PLAN

A PARCEL OF LAND LOCATED IN THE NE QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

42.91 ACRES - 150 RESIDENTIAL LOTS - 5 TRACTS



PRELIM. PLAN #SUB21-054



PRELIMINARY PLAN
KIME RANCH FILING NO.1

PREPARED BY:
J-R ENGINEERING

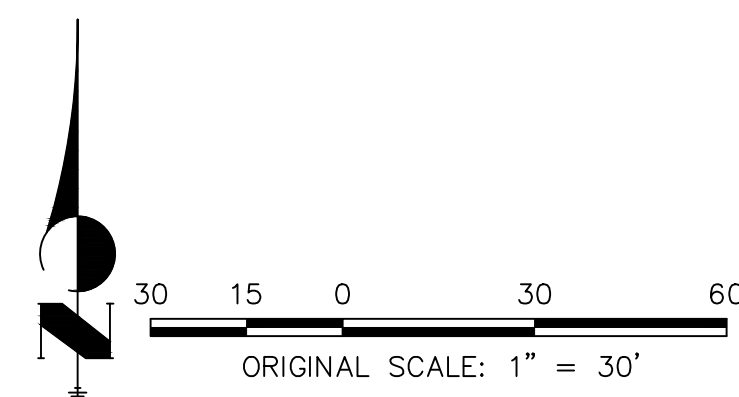
PREPARED FOR:
CENTURY LAND HOLDINGS, LLC

SUBMITTAL DATE: 03-10-22

UNTIL SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE AGENCIES, OR ENGINEERING APPROVES THEIR USES DESIGNATED BY WRITTEN AUTHORIZATION.		PREPARED FOR CENTURY LAND HOLDINGS, LLC 8390 EAST CRESCENT PKWY SUITE 650 GREENWOOD VILLAGE, CO 80111 (303) 770-8300	
J-R ENGINEERING A Western Company		CENTRAL 303-740-9888 • Colorado Springs 719-583-2583 Fort Collins 970-491-9888 • www.jrengineering.com	
BY	DATE	No.	REVISION
H-SCALE	1"=30'	V-SCALE	N/A
DATE	05/13/22	DESIGNED BY	GVT
DRAWN BY	GVT	CHECKED BY	
KIME RANCH FILING NO. 1 PRELIMINARY PLAN		PRELIMINARY SITE PLAN	
SHEET 6 OF 8		JOB NO. 16065.00	

1. FLOWLINE CURB RETURN RADIUS IS 20' UNLESS OTHERWISE NOTED.

**A PARCEL OF LAND LOCATED IN THE NE QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
42.91 ACRES - 150 RESIDENTIAL LOTS - 5 TRACTS**



UNTIL SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE APPROPRIATE REVIEWING AGENCIES, JR ENGINEERING APPROVES THEIR USE ONLY FOR THE PURPOSES DESIGNATED BY WRITTEN AUTHORIZATION.

PREPARED FOR
CENTURY LAND HOLDINGS, LLC
8390 EAST CRESCENT PKWY
SUITE 650
GREENWOOD VILLAGE, CO 80111
(303) 770-8300

 **J·R ENGINEERING**
A Westrian Company

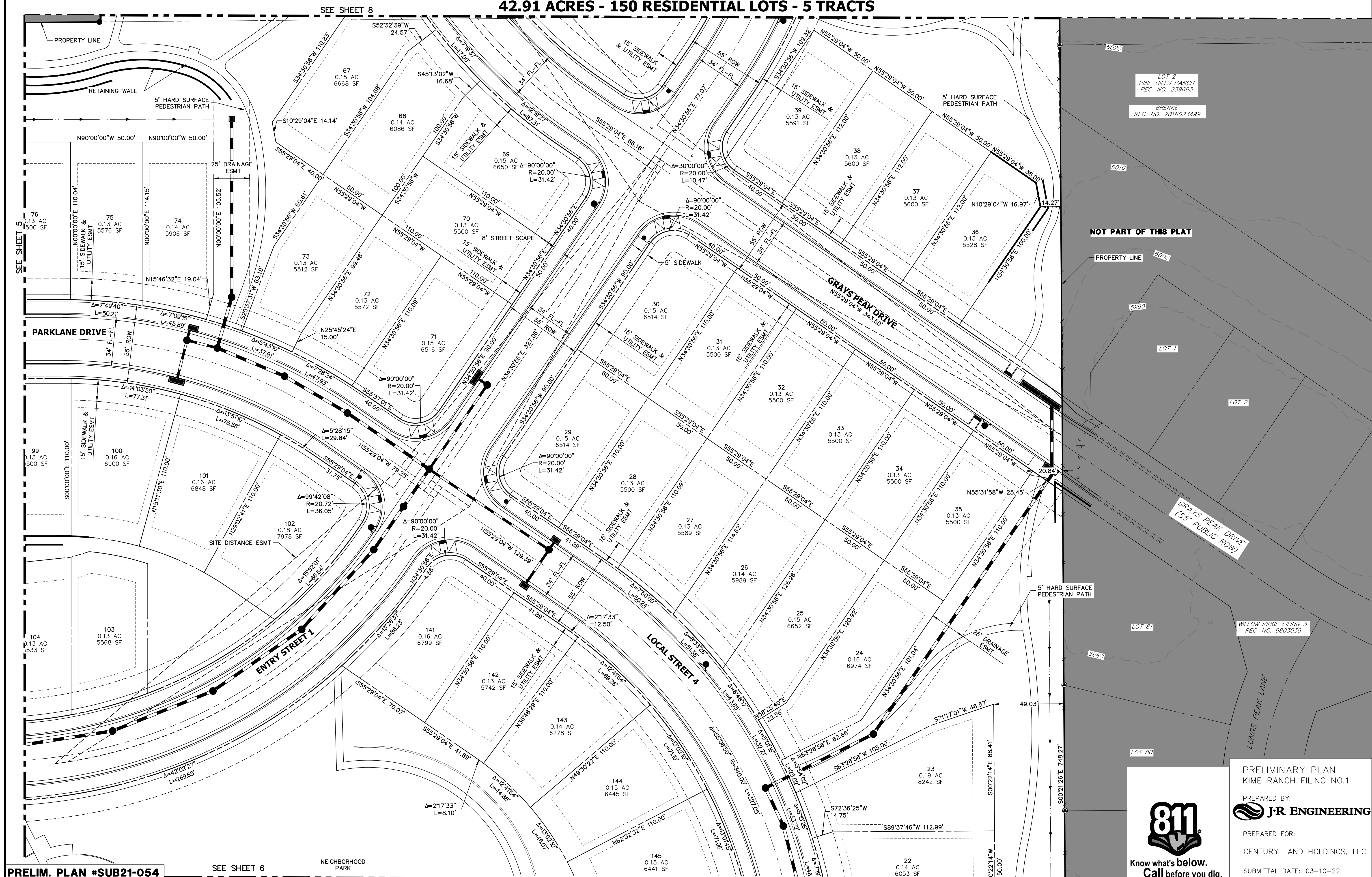
Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

No.	REVISION	BY	DATE
H-SCALE	1"=30'		
V-SCALE	N/A		
DATE	05/13/22		
DESIGNED BY	GVT		
DRAWN BY	GVT		

KIME RANCH FILING NO. 1
PRELIMINARY PLAN
PRELIMINARY SITE PLAN

SHEET 7 OF 8

JOB NO. 16065.00



NOTES

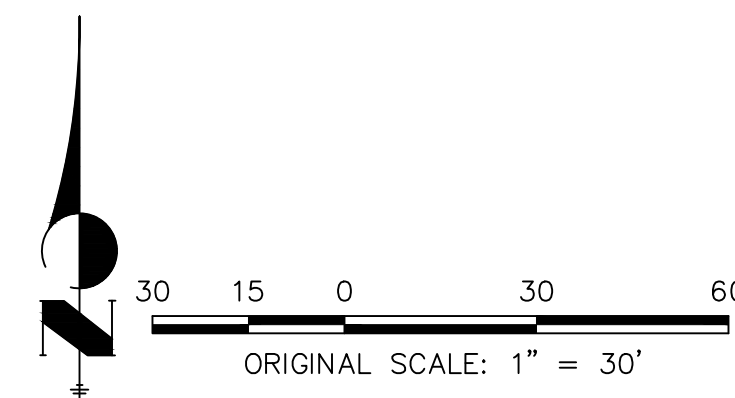
1. FLOWLINE CURB RETURN RADIUS IS 20' UNLESS OTHERWISE NOTED.



Know what's below.
Call before you dig.

KIME RANCH FILING NO. 1 PRELIMINARY PLAN

A PARCEL OF LAND LOCATED IN THE NE QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
42.91 ACRES - 150 RESIDENTIAL LOTS - 5 TRACTS



UNTIL SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE APPROPRIATE REVIEWING AGENCIES, OR ENGINEERING APPROVES THEIR USE, THESE DRAWINGS ARE DESIGNATED BY WRITTEN AUTHORIZATION.

PREPARED FOR:
CENTURY LAND HOLDINGS, LLC
8390 EAST CRESCENT PKWY
SUITE 650
GREENWOOD VILLAGE, CO 80111
(303) 770-8300

J-R ENGINEERING
A Western Company

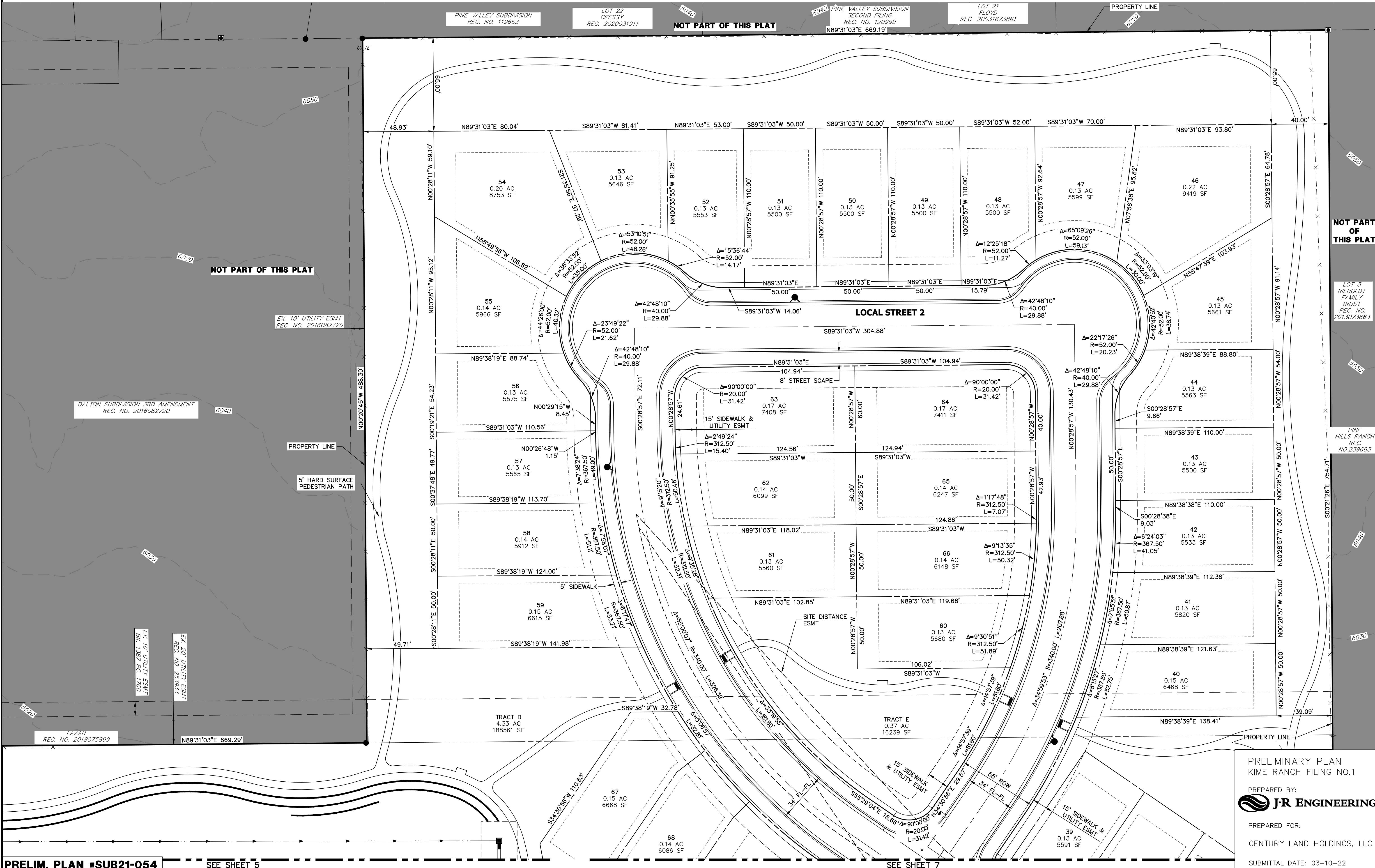
Central 303-740-9888 • Colorado Springs 719-583-2583
Fort Collins 970-491-9888 • www.jrengineering.com

BY	DATE	No.	REVISION
		1	30
		2	30
		3	30
		4	30
		5	30
		6	30
		7	30
		8	30
		9	30
		10	30
		11	30
		12	30
		13	30
		14	30
		15	30
		16	30
		17	30
		18	30
		19	30
		20	30
		21	30
		22	30
		23	30
		24	30
		25	30
		26	30
		27	30
		28	30
		29	30
		30	30

KIME RANCH FILING NO. 1
PRELIMINARY PLAN
PRELIMINARY SITE PLAN

SHEET 8 OF 8

JOB NO. 16065.00



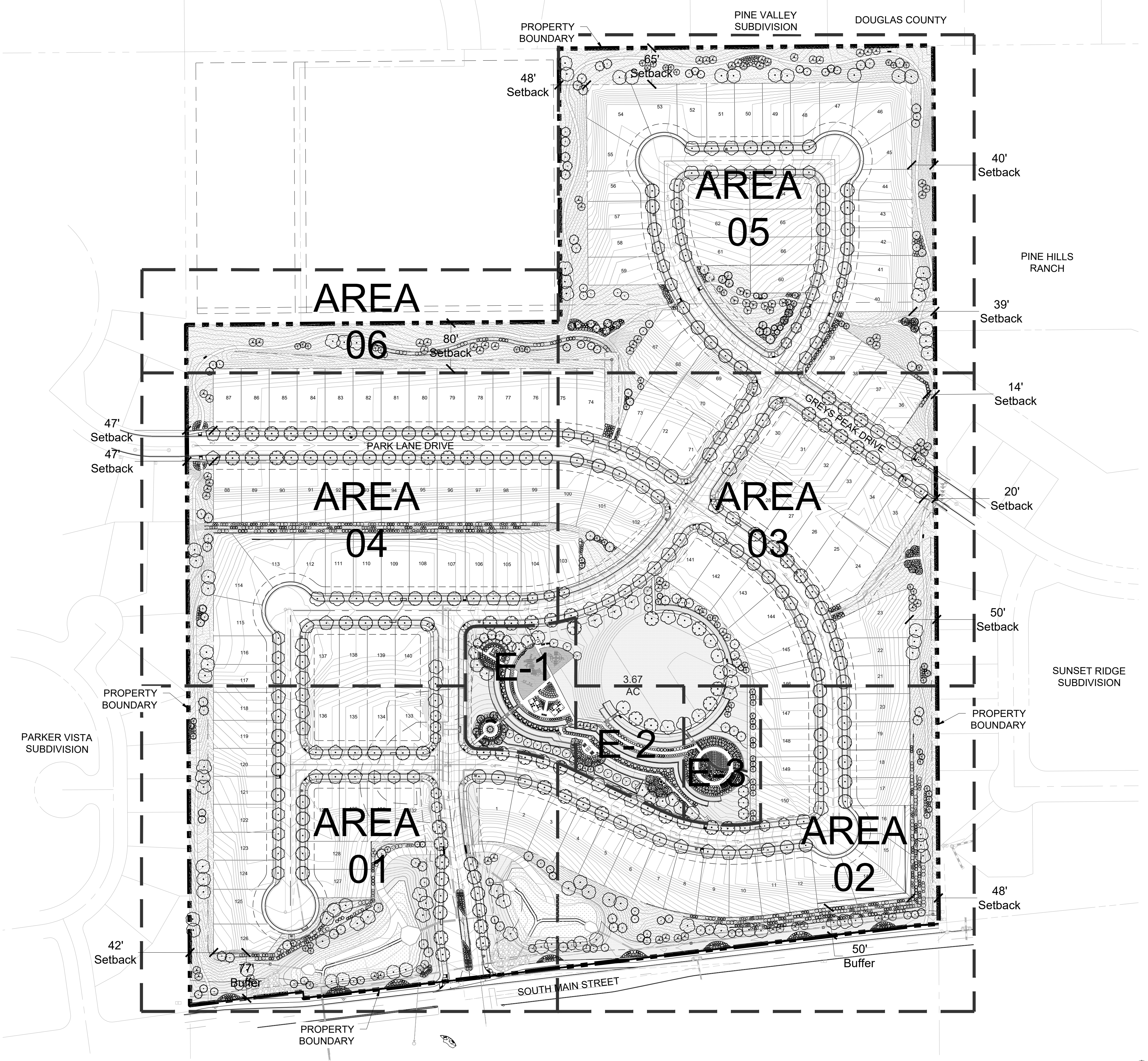
PRELIM. PLAN #SUB21-054

SEE SHEET 5

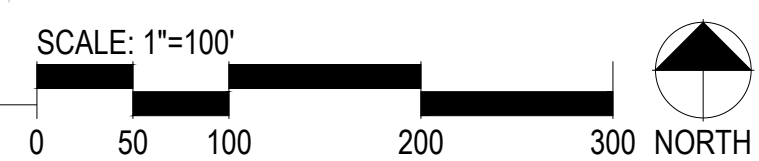
SEE SHEET 7

PRELIMINARY PLAN
KIME RANCH FILING NO.1
PREPARED BY:
J-R ENGINEERING
PREPARED FOR:
CENTURY LAND HOLDINGS, LLC
SUBMITTAL DATE: 03-10-22

KIME RANCH FILING NO. 1 PRELIMINARY PLAN
A PARCEL OF LAND LOCATED IN THE NE QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



1 MASTER LANDSCAPE PLAN



■ Prepared For ■
CENTURY LAND HOLDINGS, LLC

8390 EAST CRESCENT PKWY
SUITE 650
GREENWOOD VILLAGE, CO 80111
(303) 770-8300

■ Land Planning ■

people creating spaces

pcs group inc. www.pcsgroupco.com
p.o. box 18287
denver, co 80218
t 303.531.4905 f 303.531.4908

■ Civil Engineering ■

J-R ENGINEERING
A Westrian Company

Centennial 303-740-9393
Colorado Springs 719-593-2593
Fort Collins 970-491-9888
www.jrengineering.com

KIME RANCH FILING NO.1
MASTER STREET TREE AND
LANDSCAPE PLANS

PARKER, CO

Stamp:

Drawn by:
AML

Checked by:
PMS

Issue Date:
08/06/2021

Issued For:
TOWN OF PARKER

Rev#	Revisions	Date
1	1st Planning Review	11/19/21
2	2nd Planning Review	03/18/22
3	3rd Planning Review	05/16/22
4	Technical Corrections	06/24/22
5		
6		
7		
8		

■ Sheet Name ■

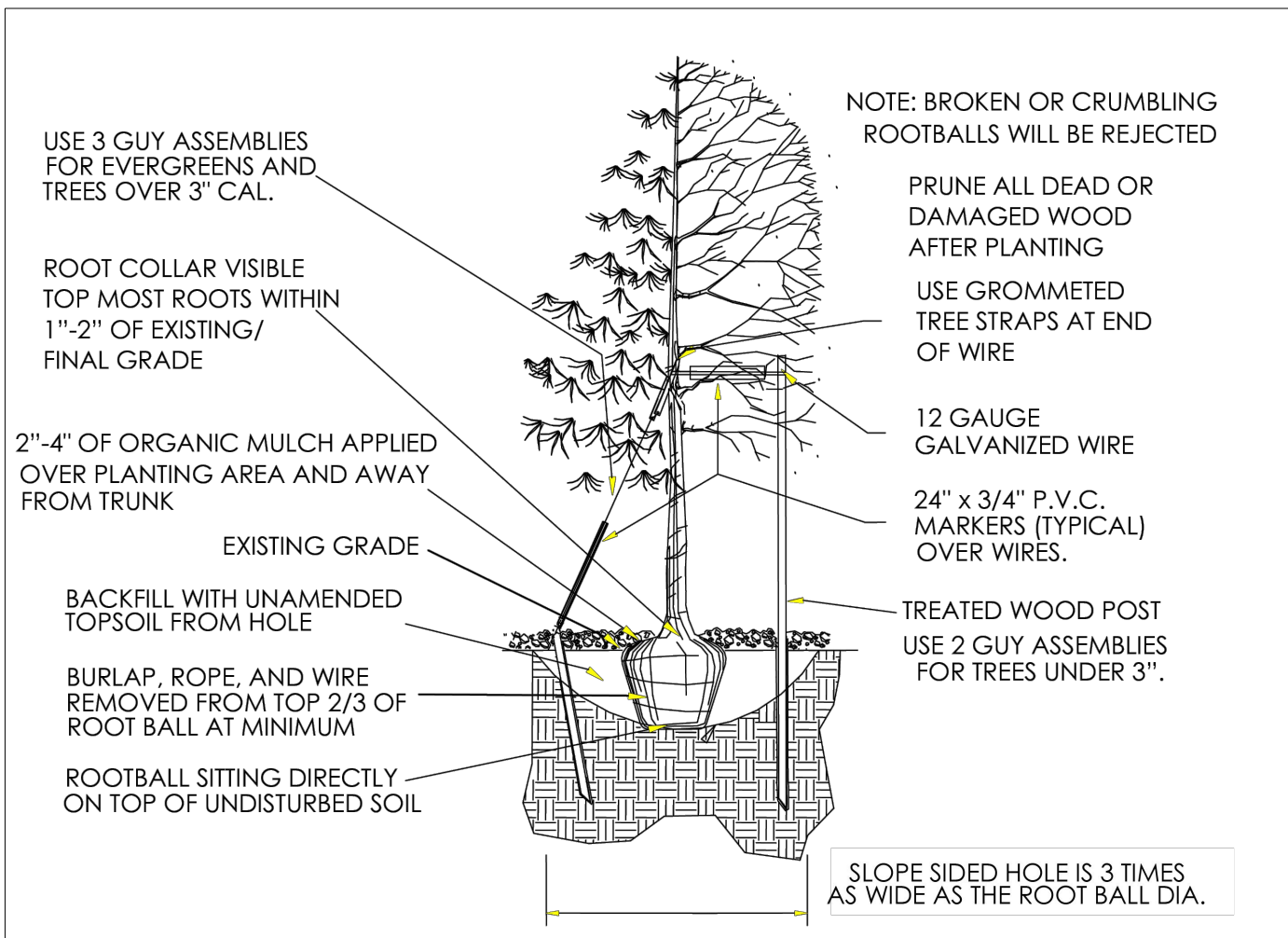
Master Landscape
Plan

■ Sheet Number ■

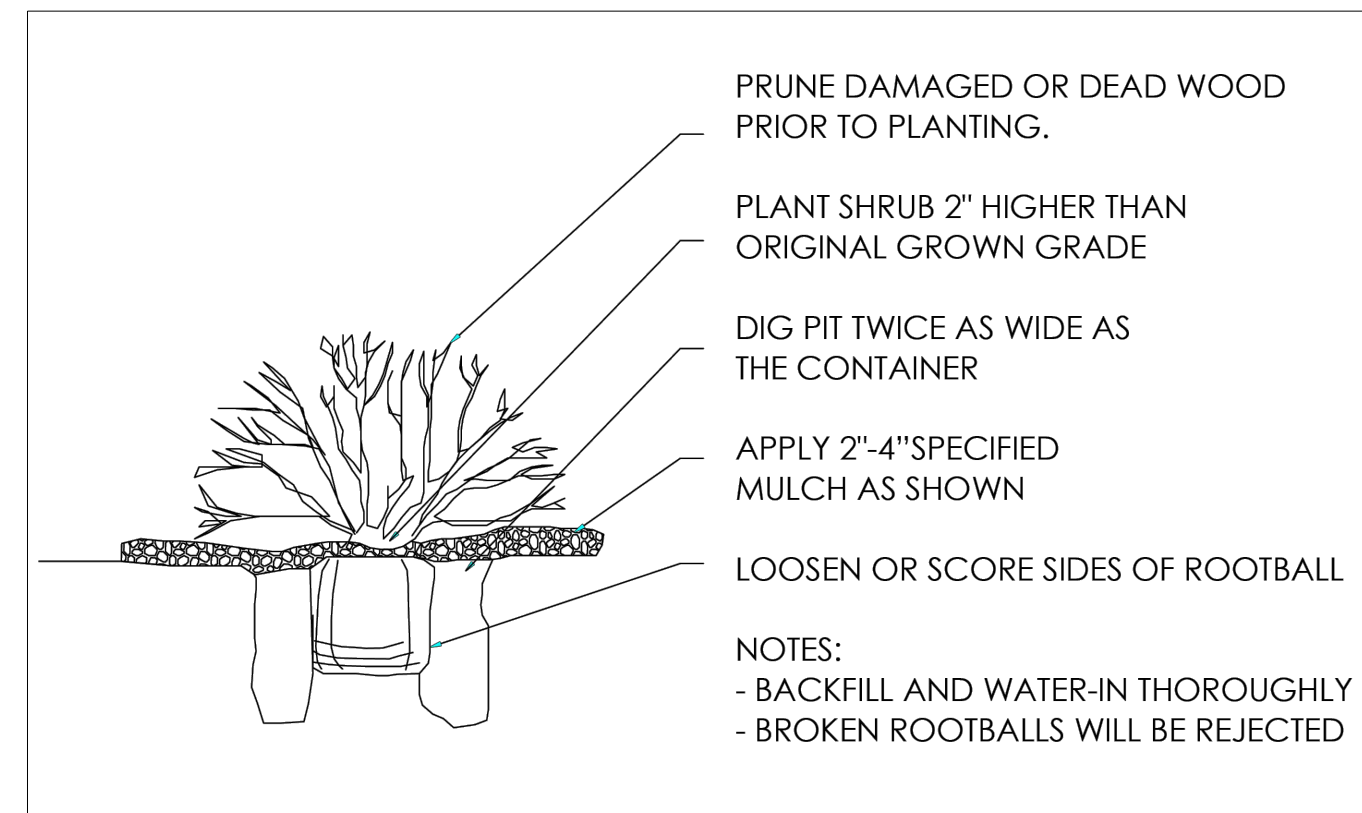
LP0.1

KIME RANCH FILING NO. 1 PRELIMINARY PLAN

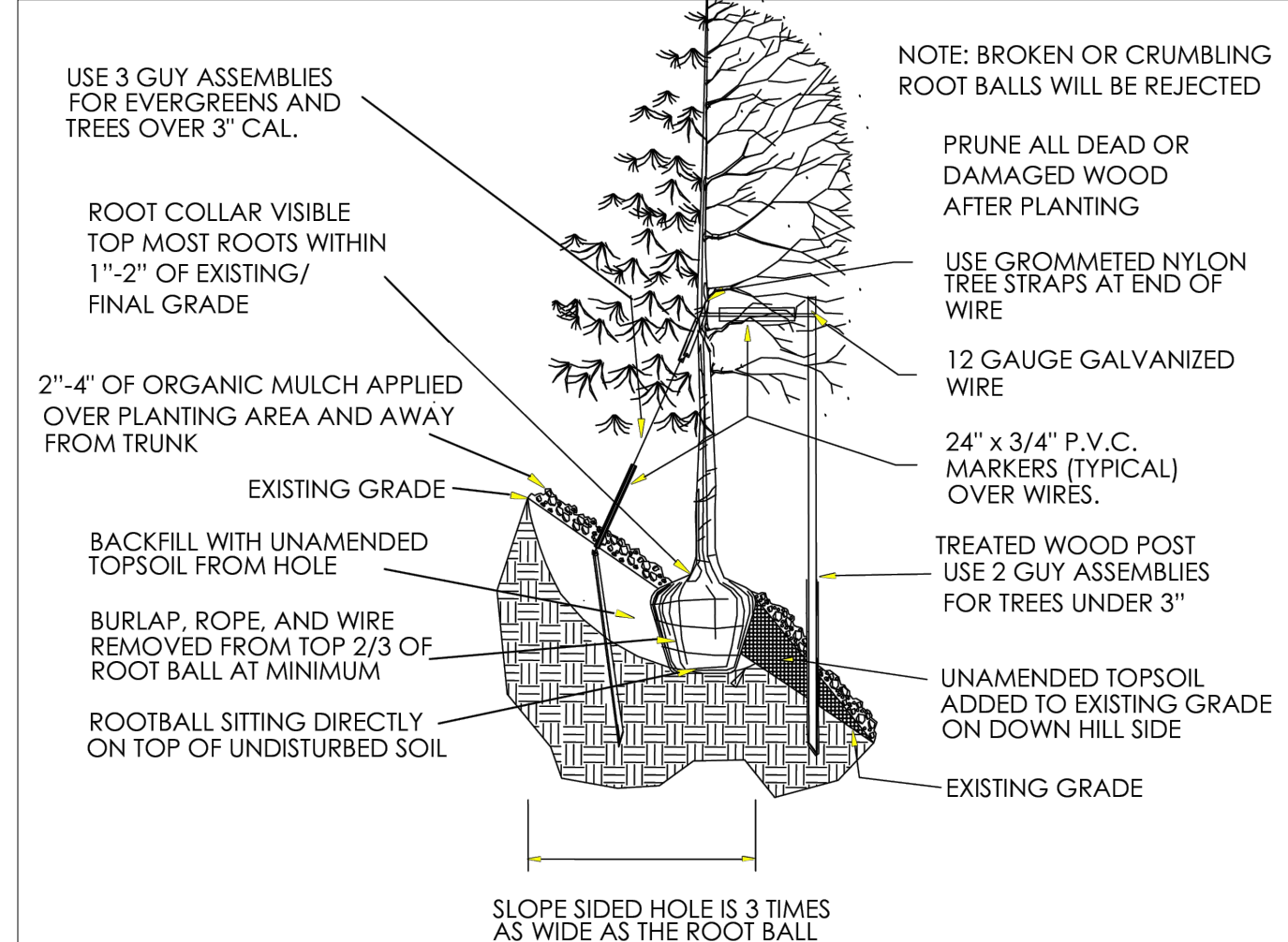
A PARCEL OF LAND LOCATED IN THE NE QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



1 Town of Parker - Tree Planting Detail
Scale: NTS



3 Town of Parker - Shrub Planting Detail
Scale: NTS



2 Town of Parker - Tree Planting Detail - Slopes
Scale: NTS

A. OVERALL LANDSCAPE												
INTERNAL LANDSCAPE AREA (SF)	TOTAL SF	TREE REQUIREMENT 1/1500 SF			SHRUB REQUIREMENT 5/1500 SF			EQUIVALENT CALCULATION				
		REQUIRED	PROVIDED	SURPLUS / DEFICIT	REQUIRED	PROVIDED	SURPLUS / DEFICIT	Grasses available for Equivalents	Shrubs available for Equivalents	Trees available for Equivalents	Provided Trees with Equivalents	Provided Shrubs with Equivalents
	610456	407	454	47	2035	2255	220	960	0	47	454	3045
*Street trees and roadway buffer landscape have been removed from this calculation.							960/3=320		47x10=470		2255+320=470	
B. STREETScape LANDSCAPE												
LOCATION	LENGTH	TREE REQUIREMENT 1/35 LF			SHRUB REQUIREMENT			EQUIVALENT CALCULATION				
		REQUIRED	PROVIDED	SURPLUS / DEFICIT	REQUIRED	PROVIDED	SURPLUS / DEFICIT	Grasses available for Equivalents	Shrubs available for Equivalents	Trees available for Equivalents	Provided Trees with Equivalents	Provided Shrubs with Equivalents
LOCAL STREETS	12612	315	284	-31	N/A			-	-	-	284	-
*Street trees have been provided 40' on center where possible. Sight triangles and utilities do not allow for street trees in some locations.												
C. BUFFER LANDSCAPE												
RESIDENTIAL ROADWAY BUFFER	LENGTH	TREE REQUIREMENT 1/30 LF			SHRUB REQUIREMENT 5/30 LF			EQUIVALENT CALCULATION				
		REQUIRED	PROVIDED	SURPLUS / DEFICIT	REQUIRED	PROVIDED	SURPLUS / DEFICIT	Grasses available for Equivalents	Shrubs available for Equivalents	Trees available for Equivalents	Provided Trees with Equivalents	Provided Shrubs with Equivalents
SOUTH MAIN STREET	1250	42	42	0	208	208	0	178	0	0	42	267
								178/3=59				208+59

Overall Site Plant Schedule			
CANOPY TREE	Quantity	Botanical	Common
AR2	21	ACER PLATANOIDES 'ROYAL RED'	ROYAL RED MAPLE
AM2	26	ACER SACCHARUM 'GREEN MOUNTAIN'	GREEN MOUNTAIN SUGAR MAPLE
AH	47	AESCULUS HIPPOCASTANUM	HORSE CHESTNUT
CS	31	CATALPA SPECIOSA	NORTHERN CATALPA
CO	61	CELTIS OCCIDENTALIS	COMMON HACKBERRY
GS	47	GLEDITSIA TRIACANTHOS 'SKYLINE'	SKYLINE HONEY LOCUST
GK	11	GYMNOCADUS DIOICA	KENTUCKY COFFEE TREE
QM2	42	QUERCUS MUEHLENBERGII	CHINKAPIN OAK
QR	27	QUERCUS ROBUR	ENGLISH OAK
TG	32	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LITTLELEAF LINDEN
UA	54	ULMUS X 'ACCOLADE'	ACCOLADE ELM
Total	399		
Percentage of Total Trees	51%		
ORNAMENTAL TREE	Quantity	Botanical	Common
AG3	3	ACER GLABRUM	ROCKY MOUNTAIN MAPLE
CR2	9	CRATAEGUS DOUGLASII	RIVER HAWTHORN
CP	6	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN
MI	14	MALUS X 'INDIAN MAGIC'	INDIAN MAGIC CRAB APPLE
MS	10	MALUS X 'SPRING SNOW'	SPRING SNOW CRAB APPLE
PC	25	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER PEAR
QG	84	QUERCUS GAMBELII	GAMBEL OAK
Total	151		
Percentage of Total Trees	19%		
EVERGREEN TREES	Quantity	Botanical	Common
PD	9	PICEA GLAUCA 'DENSATA'	BLACK HILLS SPRUCE
PP	21	PINUS EDULIS	PINON PINE
PL	62	PINUS HELDREICHII LEUCODERMIS	BOSNIAN PINE
PN	68	PINUS NIGRA	AUSTRIAN BLACK PINE
PP2	60	PINUS PONDEROSA	PONDEROSA PINE
PS3	10	PINUS STROBIFORMIS	SOUTHWESTERN WHITE PINE
Total	230		
Percentage of Total Trees	29%		
DECIDUOUS SHRUB	Quantity	Botanical	Common
AA2	44	AMELANCHIER ALNIFOLIA 'REGENT'	SASKATOON SERVICEBERRY
AL	9	AMORPHA CANESCENS	LEADPLANT
AS3	5	ARTEMISIA CANA	SILVER SAGE
BA	20	BERBERIS THUNBERGII 'ATROPURPUREA'	RED LEAF BARBERRY
CD	34	CARYOPTERIS X CLANDONENSIS 'DARK KNIGHT'	BLUE MIST SHRUB
CM	63	CHAMAEBATIARIA MILLEFOLIUM	FERNBUSH
RB	90	CHRYSOTHAMNUS NAUSEOSUS	RABBITBRUSH
CR3	26	CORNUS ALBA 'RED GNOME'	RED GNOME DOGWOOD
CB	81	COTONEASTER DAMMERI 'CORAL BEAUTY'	CORAL BEAUTY COTONEASTER
FP	74	FALLUGIA PARADOXA	APACHE PLUME
FN	125	FORESTIERA NEOMEXICANA	NEW MEXICAN PRIVET
FS	24	FORSYTHIA X 'SUNRISE'	SUNRISE FORSYTHIA
FA	50	FORSYTHIA X INTERMEDIA 'ARNOLD'S DWARF'	DWARF FORSYTHIA
LH2	271	LAVANDULA ANGUSTIFOLIA 'HIDCOTE'	HIDCOTE ENGLISH LAVENDER
PL2	56	PHILADELPHUS MICROPHYLLUS	LITTLELEAF MOCKORANGE
PO	39	PHYSCARPUS OPULIFOLIUS 'DART'S GOLD'	DART'S GOLD NINEBARK
SD	190	PRUNUS BESSEY 'PAWNEE BUTTES'	PAWNEE BUTTES SAUND CHERRY
RHU	172	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC
RT	85	RHUS TRILOBATA	THREE LEAF SUMAC
RG2	21	RIBES ALPINUM 'GREEN MOUND'	GREEN MOUND ALPINE CURRANT
RR	85	ROSA MEIDLAND SERIES 'RED'	RED MEIDLAND ROSE
RK	58	ROSA X 'RADSUNNY'	SUNNY KNOCK OUT ROSE
SA	20	SPIRAEA X BUMALDA 'ANTHONY WATERER'	ANTHONY WATERER SPIRAEA
SM	45	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC
YG	21	YUCCA GLAUCA	SOAPWEED
YP	58	YUCCA PARVIFLORA	RED YUCCA
Total	1766		
EVERGREEN SHRUB	Quantity	Botanical	Common
AC2	47	ARCTOSTAPHYLOS X COLORADOENSIS 'CHIEFTAIN'	MANZANITA
AP	59	ARCTOSTAPHYLOS X COLORADOENSIS 'PANCHITO'	PANCHITO MANZANITA
JH2	12	JUNIPERUS CHINENSIS 'HOLBERT'	HOLBERT JUNIPER
JD	95	JUNIPERUS COMMUNIS DEPRESSA 'EFFUSA'	EFFUSA JUNIPER
JB	234	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER
JY	67	JUNIPERUS HORIZONTALIS 'YOUNGSTOWN'	YOUNGSTOWN JUNIPER
JT	14	JUNIPERUS SABINA 'TAMARISCIFOLIA'	TAMMY JUNIPER
JM	101	JUNIPERUS SCOPULORUM 'MOONGLOW'	MOONGLOW JUNIPER
JS	30	JUNIPERUS X MEDIA 'SEA GREEN'	SEA GREEN JUNIPER
PM3	38	PINUS MUGO PALOUSE	PALOUSE MUGO PINE
Total	697		
ORNAMENTAL GRASS	Quantity	Botanical	Common
BB	226	BOUTELLOUA GRACILIS 'BLONDE AMBITION'	BLONDE AMBITION BLUE GRAMA
CK	247	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS
BOG	346	HELUCTOTRICHON SEMPERVIRENS	BLUE OAT GRASS
MS2	32	MISCANTHUS SINENSIS 'LITTLE NICKY'	DWARF ZEBRA GRASS
MG	15	MISCANTHUS SINENSIS 'YUKA JIMA'	DWARF MAIDEN GRASS
PD4	30	PANICUM VIRGATUM 'DALLAS BLUES' TM	DALLAS BLUES SWITCH GRASS
SS	36	SCHIZACHYRIUM SCOPARIUM 'THE BLUES'	THE BLUES LITTLE BLUESTEM
SN2	28	SORGHASTRUM NUTANS	INDIAN GRASS
Total	960		
PERENNIAL	Quantity	Botanical	Common
AM3	19	ACHILLEA MILLEFOLIUM 'MOONSHINE'	YARROW
AW	22	ALYSSUM WULFENIANUM	WULFEN'S ALYSSUM
AM	10	ASTER X FRIKARTII 'MONCH'	MONCH ASTER
EP	3	ECHINACEA PURPUREA	PURPLE CONEFLOWER
Total	54		
GROUND COVER	Area	Common Name	Percentage of Landscape Area
SOD	51597	BLACK BEAUTY FESCUE	31.9%
NATIVE SEED	60758	PBSI FRONT RANGE NATIVE SEED MIX	37.6%
SEED MIX 01	12175	BIG BLUESTEM	7.5%
SEED MIX 02	6503	SWITCHGRASS	4.0%
SEED MIX 03	5496	YELLOW INDIAN GRASS	3.4%
DETENTION SEED	15914	PBSI PRAIRIE WETLAND MIX	9.8%
CRUSHER FINES	420	TAN BREEZE	0.3%
WOOD MULCH	8728	SHREDDED RED CEDAR	5.4%
Total	161591		100%

GENERAL NOTES

- SEE LANDSCAPE PLAN FOR COMPLETE EXTENTS OF LINE OF SIGHT INFORMATION. SITE LINES HAVE BEEN CALCULATED ON A DESIGN SPEED OF 25 MPH, WITH THE SITE DISTANCE MEASURED TO THE CENTER LINE OF THE STREET.
- LINE OF SIGHT INFORMATION TAKEN FROM TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION STANDARDS, FIGURE 4.2.
- ALL LANDSCAPING (EDGE OF ROOT BALLS) SHALL BE SETBACK FROM BUILDINGS A MINIMUM OF 3'.
- ABSOLUTELY NO IRRIGATION EQUIPMENT OF ANY KIND IS TO BE INSTALLED OR PLACED CLOSER THEN 5'-0" TO THE STRUCTURAL FOUNDATION OF ANY BUILDING.

LANDSCAPE NOTES

- ALL WORK SHALL CONFORM TO LOCAL CITY AND COUNTY CODES. CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES, LINES AND STRUCTURES PRIOR TO EXCAVATION OR TRENCHING. DAMAGE TO THESE UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER OR LANDSCAPE ARCHITECT.
- PLANT QUANTITIES TO BE BASED ON CONTRACTOR'S ESTIMATE ACCORDING TO PLANS, WHICH ARE SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT.
- GRAPHIC SYMBOLS PRESIDE OVER WRITTEN PLANT QUANTITIES.
- ALL TREE AND SHRUB LOCATIONS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE OWNER, OR LANDSCAPE ARCHITECT.
- PLANT SUBSTITUTIONS WILL NOT BE PERMITTED WITHOUT APPROVAL BY THE OWNER OR LANDSCAPE ARCHITECT.
- ALL TURF AREAS TO BE SPRAY IRRIGATED. ALL SHRUB BEDS TO BE DRIP IRRIGATED. ALL PERENNIAL AREAS TO BE IRRIGATED WITH 12" POP-UP SPRAY HEADS UNLESS OTHERWISE NOTED. THIS SYSTEM IS AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM.
- WINTER PROTECTION AND WATERING OF TREES SHALL BE PROVIDED WHEN NECESSARY TO MAINTAIN THE HEALTH AND SURVIVAL OF PLANT MATERIAL.
- WOOD MULCH TO BE SHREDDED WESTERN RED CEDAR BARK MULCH.
- SOD TO BE BLACK BEAUTY FESCUE PROVIDED BY GRAFF'S TURF FARM.
- SEED MIXES TO BE SUPPLIED BY PAWNEE BUTTES SEED INC.
- REFER TO PAWNEE BUTTES SEED INC. FOR SEEDING RATES.
- ALL TREE RINGS TO BE MULCHED WITH WOOD MULCH TO A DEPTH OF 4 INCHES MINIMUM WITH NO LANDSCAPE FABRIC.
- ALL SHRUB BEDS TO BE MULCHED WITH WOOD MULCH TO A DEPTH OF 4 INCHES MINIMUM WITH LANDSCAPE FABRIC.
- FOR TREES IN SOD OR NATIVE GRASS, ALLOW A 2' DIAMETER BED WITHOUT SOD AROUND ROOT COLLAR. APPLY 4" DEPTH OF WOOD MULCH OVER 2' DIAMETER BED FOLLOWING SOD INSTALLATION.
- ALL SHRUB AND SOD AREAS SHALL RECEIVE THE FOLLOWING SOIL AMENDMENTS PER 1000 S.F.: 4 CUBIC YARDS 'SUPREME ORGANICS' COMPOST (50% COW MANURE, 50% WOOD FINES) OR APPROVED EQUAL, PLUS 15 LBS. OF 20-10-5 COMMERCIAL FERTILIZER. ROT-TILL TO A MINIMUM DEPTH OF 6".
- PLANTS SHALL BE INSTALLED IMMEDIATELY UPON DELIVERY TO SITE. IF THIS IS NOT POSSIBLE, PLANTS SHALL BE HEeled IN AND WATERED TO PREVENT DEHYDRATION.
- PLANTING PITS SHALL BE EXCAVATED TO A MINIMUM OF TWICE THE WIDTH OF THE ROOTBALL. DO NOT DISTURB SOIL AT THE BOTTOM OF PIT BUT SCARIFY SIDES TO PREVENT GLAZING.
- PLANTS SHOULD BE THOROUGHLY WATERED IMMEDIATELY AFTER PLANTING, ALLOWING WATER TO SOAK DOWN AND FILL REMAINDER OF HOLE WITH LOOSE SOIL. WITHOUT FURTHER PACKING, A MOUND OF SOIL SHALL BE FORMED AROUND THE EDGE OF EACH TREE PIT TO FORM A SHALLOW SAUCER.
- AFTER PLANT INSTALLATION, ALL PLANT MATERIAL SHALL BE PLACED WITH THEIR ROOT COLLARS SLIGHTLY HIGHER THAN FINISH GRADE. (3" HIGHER FOR TREES.)
- LANDSCAPING SHALL BE PLANTED AND MAINTAINED BY THE OWNER, SUCCESSOR, AND/OR ASSIGNS. SHOULD ANY PLANT MATERIAL DIE, IT SHALL BE REPLACED WITH SIMILAR PLANT MATERIAL WITHIN ONE PLANTING SEASON.
- LANDSCAPE AND SCREENING MAINTENANCE AND REPLACEMENT: THE PROPERTY OWNER SHALL MAINTAIN THE LANDSCAPING PLAN AS ORIGINALLY APPROVED, AND PROVIDE FOR REPLACEMENT OF PLANT MATERIALS THAT HAVE DIED OR HAVE OTHERWISE BEEN DAMAGED OR REMOVED, AND MAINTENANCE OF ALL NON-LIVE LANDSCAPING MATERIALS. IN THIS CASE, LIVE MATERIAL IS TO BE MAINTAINED AND REPLACED BY THE CONTRACTOR WHICH SHALL BE GUARANTEED FOR FIVE YEARS FROM THE DATE OF FINAL INSPECTION. ALL LANDSCAPE SHOWN ON THESE PLANS SHALL BE MAINTAINED IN A NEAT AND ADEQUATE MANNER. REQUIRED MAINTENANCE ACTIVITIES SHALL INCLUDE, BUT NOT BE LIMITED TO TRIMMING OF HEDGES, ADEQUATE IRRIGATION, REPLACEMENT OF DEAD, DISEASED OR UNSIGHTLY LANDSCAPING, REMOVAL OF WEEDS FROM PLANTING AREAS, AND APPROPRIATE PRUNING OF PLANT MATERIALS.
- THE CONTRACTOR SHALL STAKE OUT ALL KEY AREAS INCLUDING BUT NOT LIMITED TO SIDE WALKS, STEEL EDGING, PLANT BEDS, TREE AND SHRUB LOCATIONS AND OBTAIN APPROVAL BY THE LANDSCAPE ARCHITECT OR DEVELOPER (MAKING MODIFICATIONS AS MAY BE REQUIRED AT NO ADDITIONAL COST), PRIOR TO PROCEEDING WITH THE CONSTRUCTION.
- SOIL BACKFILL MIXTURE FOR ALL PERENNIAL BEDS SHALL BE 1/3 COW MANURE, 1/3 IMPORTED TOPSOIL, AND 1/3 ON-SITE SOIL.
- THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND BASE HIS BID ON ACTUAL ON-SITE CONDITIONS AND MEASUREMENTS. ANY DISCREPANCIES, ERRORS OR OMISSIONS ON THE CONSTRUCTION DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL REVISIONS DUE TO FAILURE TO GIVE SUCH NOTICE.
- CONTRACTOR SHALL SEED ALL NON-SODDED AND NON-IRRIGATED SODDED AREAS WHICH ARE DISTURBED BY GRADING WITH THE DOUGLAS COUNTY PERMANENT DRILL SEED MIX.
- THE CONTRACTOR OR AN OWNER'S REPRESENTATIVE WILL MONITOR THE ESTABLISHMENT OF SEEDED AREAS ON A MONTHLY BASIS FROM APRIL 15TH TO OCTOBER 15TH FOR THE FIRST THREE YEARS AFTER INSTALLATION. AREAS OF POOR GERMINATION OR GROWTH AND AREAS OF EROSION OR WEED INFESTATION WILL BE CORRECTED BY THE CONTRACTOR.
- THE CONTRACTOR SHALL RESTORE ANY AND ALL DAMAGE DUE TO HIS CONSTRUCTION OPERATIONS TO THEIR ORIGINAL STATE AT HIS EXPENSE.
- IF ANY TRANSFORMERS, GROUND-MOUNTED HVAC UNITS, UTILITY PEDESTALS AND SIMILAR FEATURES ARE NOT SHOWN ON THE LANDSCAPE PLANS, ADDITIONAL LANDSCAPING AND SCREENING MAY BE REQUIRED BASED UPON FIELD CONDITIONS DURING THE SITE INSPECTION PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY, OR FINAL INSPECTION AS APPLICABLE.

LANDSCAPE MAINTENANCE

- LANDSCAPING SHALL BE PLANTED AND MAINTAINED BY THE OWNER, SUCCESSOR, AND/OR ASSIGNS. SHOULD ANY PLANT MATERIAL DIE, IT SHALL BE REPLACED WITH SIMILAR PLANT MATERIAL WITHIN ONE PLANTING SEASON.

■ Prepared For ■
CENTURY LAND HOLDINGS, LLC

8390 EAST CRESCENT PKWY
SUITE 650
GREENWOOD VILLAGE, CO 80111
(303) 770-8300

■ Land Planning ■



pcs group inc. www.pcsgroupco.com
p.o. box 18287
denver, co 80218
1 303.531.4905, 1 303.531.4908

■ Civil Engineering ■

J-R ENGINEERING
A Westrian Company

Centennial 303-740-9393
Colorado Springs 719-593-2593
Fort Collins 970-491-9888
www.jrengineering.com

KIME RANCH FILING NO.1 MASTER STREET TREE AND LANDSCAPE PLANS

PARKER, CO

Stamp:

Drawn by:

AML

Checked by:

PMS

Issue Date:

08/06/2021

Issued For:

TOWN OF PARKER

Rev#	Revisions	Date	11/19/21	03/18/22	05/16/22	06/24/22						
1	1st Planning Review											
2	2nd Planning Review											
3	3rd Planning Review											
4	Technical Corrections											
5												
6												
7												
8												

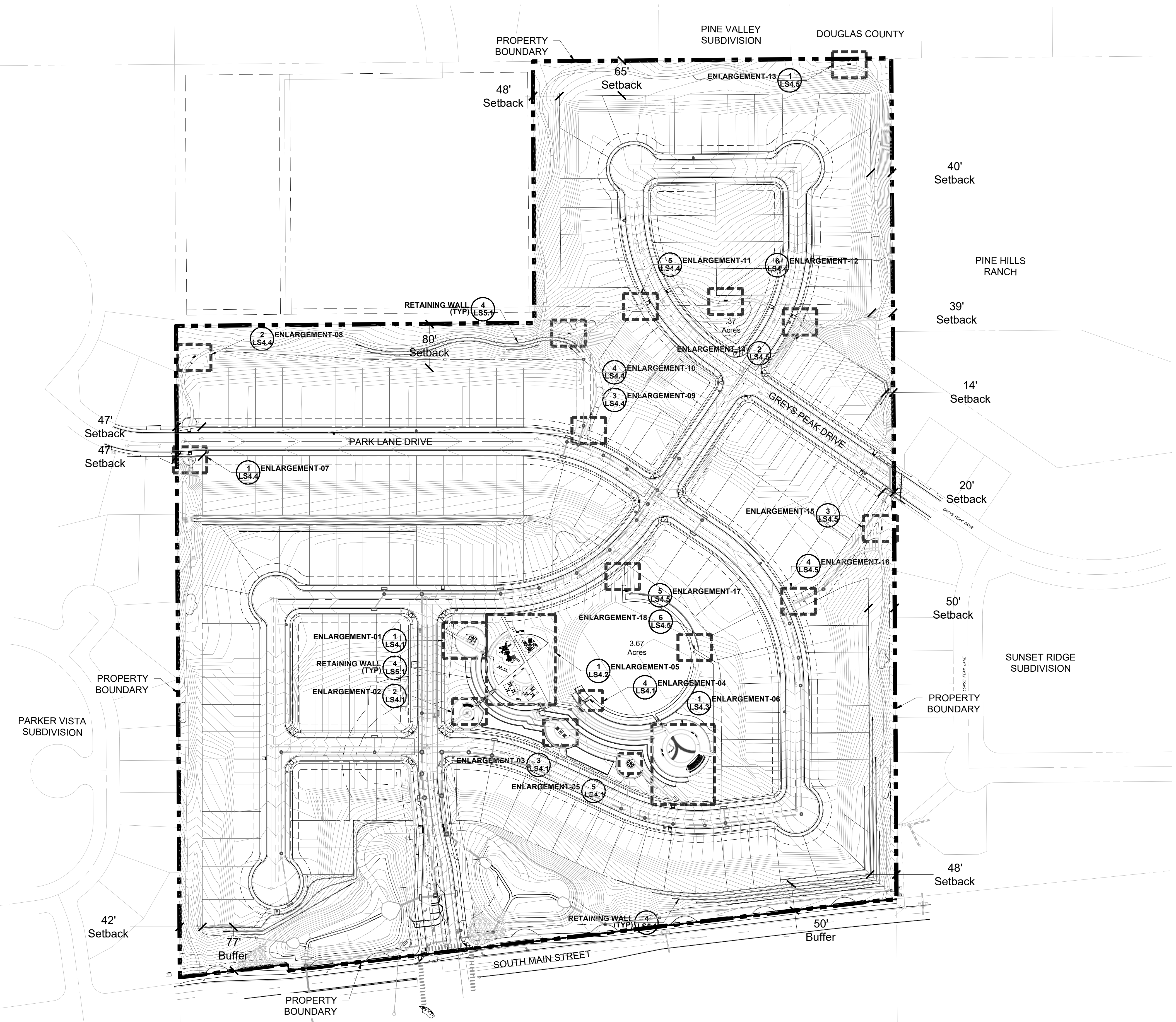
■ Sheet Name ■

Landscape Notes
& Details

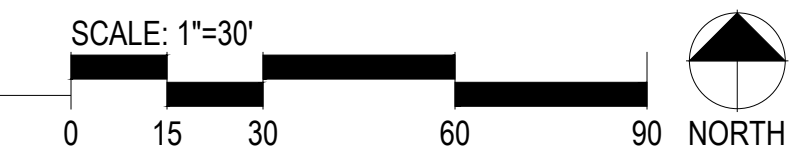
■ Sheet Number ■

LP0.2

KIME RANCH FILING NO. 1 PRELIMINARY PLAN
A PARCEL OF LAND LOCATED IN THE NE QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



1 MASTER PARK PLAN



Prepared For
CENTURY LAND HOLDINGS, LLC
8390 EAST CRESCENT PKWY
SUITE 650
GREENWOOD VILLAGE, CO 80111
(303) 770-8300

Land Planning
people creating spaces
pcs group inc. www.pcsgroupco.com
p.o. box 18287
denver, co 80218
1 303.531.4905, 1 303.531.4908

Civil Engineering
J-R ENGINEERING
A Westrian Company
Centennial 303-740-9393
Colorado Springs 719-593-2593
Fort Collins 970-491-9888
www.jrengineering.com

KIME RANCH FILING NO.1
PARK FACILITIES MASTER PLANS
AND CONSTRUCTION PLANS
PARKER, CO

Stamp:

Drawn by:
AML
Checked by:
PMS
Issue Date:
08/06/2021
Issued For:
TOWN OF PARKER

Rev#	Revisions	Date
1	1st Planning Review	11/19/21
2	2nd Planning Review	03/18/22
3	3rd Planning Review	05/16/22
4	Technical Review	06/24/22
5		
6		
7		
8		

Sheet Name
Master Park Plan

Sheet Number
LS0.1

KIME RANCH FILING NO. 1 PRELIMINARY PLAN
A PARCEL OF LAND LOCATED IN THE NE QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH
RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

Required Amenities for All Parks			
Requirements	Provided	Quantity	Details
Landscape for all impervious areas	Yes	N/A	All impervious areas are landscaped with plant material or ground cover (ie. Sod, mulch, seed)
Tables and seating, such as benches, chairs, picnic tables and ADA seating	Yes	32	Picnic tables, tables and chairs, and benches
Internal access pathways between park amenities	Yes	N/A	Sidewalks connect all park amenities and gathering spaces
Open turf play areas	Yes	1	One central turf area is located at the top of the park
Universal and inclusive play elements to accommodate all ages and abilities	Yes	3	Play elements proposed are inclusive and accessible to all ages, including swing set and two playgrounds with equipment for ages 2-5 and 5-12
Dog waste stations at all pedestrian access points into the park, minimum of three	Yes	10	Pet stations are proposed at all entrances to the park and trail heads
Trash receptacles at all seating areas with a minimum of three	Yes	12	Trash receptacles are proposed at all seating areas and around trails in certain locations
Small shelter serving a capacity of between five and ten users	Yes	5	Two larger shelters near playground, one small shelter at NW corner, one small trellis and park entrance, and one large trellis by garden
Options for Parks and Open Space Amenities			
Category 1 - Gathering Spaces & Self-directed Group Activities	Provided Amenity	Quantity	Location
Pick 1			
Aboretum/decorative garden, Irrigated	Demonstration Garden	1	Demonstration garden including a fragrance, ornamental grass and xeriscape garden in the SE corner of main park
Gathering and Social Space	Passive Social Nodes	5	Multiple social nodes throughout the park with shelters and seating
Activity hubs (ping pong, foosball, chess table, cornhole, etc.)	Table Tennis & Game Tables	3	Ping pong table and gaming tables are proposed along south sidewalk in park (see park enlargement 03)
Category 2 - Active Uses			
Pick 2, but only 1 may be from paths, trails			
Parks, Trails, and Trailheads	Paved Loop Trail	N/A	Paved loop trail encircles the entire community and connects to the sidewalk along Main St.
Nature play features	Sledding Hill	1	To the west of the open turf lawn, a 3:1 sloped sledding hill falls down to the central playground and gathering space
Category 3 - Support Amenities			
Pick 1 per acre (3.67ac of park)			
Barbecues, single or dual with ash disposal	Standard Charcoal Grill	2	NW and SE corner of park under shelters (see park enlargement
Bike rack and repair station	Bike rack and repair station	1	Bike rack and repair station located just north of playgrounds
Signage	Kime Ranch Historical Plaque	1	Near colorful cows at central entrance to park (see park enlargement 02)

PARK DEDICATION REQUIREMENT

SINGLE FAMILY DETACHED
TOT AMOUNT = DWELLING UNITS X 0.0239AC

150LOTS X 0.0239AC = 3.585AC
REQ: 156,163SF or 3.585AC
PROV: 159,865SF or 3.67AC

GENERAL CONSTRUCTION NOTES

1. THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS STATED FOR SUCH USE IN THE TITLE BLOCK.
2. DRAWINGS ARE INTENDED TO BE PRINTED ON 24" X 36" PAPER. PRINTING THESE DRAWINGS AT A DIFFERENT SIZE WILL IMPACT THE SCALE. VERIFY THE GRAPHIC SCALE BEFORE REFERENCING ANY MEASUREMENTS ON THESE SHEETS. THE RECIPIENT OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS.
3. VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
4. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
5. SUBMIT A CHANGE ORDER FOR APPROVAL FOR ANY CHANGES TO WORK SCOPE RESULTING FROM FIELD CONDITIONS OR DIRECTION BY OWNER'S REPRESENTATIVE WHICH REQUIRE ADDITIONAL COST TO THE OWNER PRIOR TO PERFORMANCE OF WORK.
6. THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED. ALL LAYOUT INFORMATION IS AVAILABLE IN DIGITAL FORMAT FOR USE BY THE CONTRACTOR.
7. IF A GEOTECHNICAL SOILS REPORT IS NOT AVAILABLE AT THE TIME OF CONSTRUCTION, PCS GROUP, INC. RECOMMENDS A REPORT BE AUTHORIZED BY THE OWNER AND THAT ALL RECOMMENDATIONS OF THE REPORT ARE FOLLOWED DURING CONSTRUCTION. THE CONTRACTOR SHALL USE THESE CONTRACT DOCUMENTS AS A BASIS FOR THE BID. IF THE OWNER ELECTS TO PROVIDE A GEOTECHNICAL REPORT, THE CONTRACTOR SHALL REVIEW THE REPORT AND SUBMIT AN APPROPRIATE CHANGE ORDER TO THE OWNER'S REPRESENTATIVE IF ADDITIONAL COSTS ARE REQUESTED.
8. CONTRACTOR SHALL CONFIRM THAT SITE CONDITIONS ARE SIMILAR TO THE PLANS, WITHIN TOLERANCES STATED IN THE CONTRACT DOCUMENTS, AND SATISFACTORY TO THE CONTRACTOR PRIOR TO START OF WORK. SHOULD SITE CONDITIONS BE DIFFERENT THAN REPRESENTED ON THE PLANS OR UNSATISFACTORY TO THE CONTRACTOR, THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND FURTHER DIRECTION.
9. CONTRACTOR IS RESPONSIBLE TO PAY FOR, AND OBTAIN, ANY REQUIRED APPLICATIONS, PERMITTING, LICENSES, INSPECTIONS AND METERS ASSOCIATED WITH WORK.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY VIOLATION OR NON-COMFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, JURISDICTIONAL CODES AND REGULATORY AGENCIES.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL UTILITY LOCATES PRIOR TO ANY EXCAVATION.
12. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT OR EXISTING LANDSCAPE, ADJACENT OR EXISTING PAVING, OR ANY PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION, ESTABLISHMENT OR DURING THE SPECIFIED MAINTENANCE PERIOD. ALL DAMAGES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF CONSTRUCTION AND DURING THE CONTRACT PERIOD.
13. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER PRIOR TO ANY SUCH MODIFICATION OUTSIDE OF THE LIMITS OF WORK.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
15. COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEANOUT AREAS WITH OWNER'S REPRESENTATIVE.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THEIR MATERIAL STOCK PILES AND WORK FROM VANDALISM, EROSION OR UNINTENDED DISTURBANCE DURING THE CONSTRUCTION PERIOD AND UNTIL FINAL ACCEPTANCE IS ISSUED.
17. THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT. TRANSPORTATION METHODS ON PUBLIC RIGHT OF WAY SHALL CONFORM TO JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS.
18. THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA. THE DISCHARGE OF WATER, WASTE, CONCRETE, POLLUTANTS, OR OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNATED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.
19. THE CLEANING OF CONCRETE EQUIPMENT IS PROHIBITED AT THE JOB SITE EXCEPT IN DESIGNATED CONCRETE WASHOUT AREAS. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE IN THE STORM SEWER IS PROHIBITED.
20. LOCAL, STATE AND FEDERAL, JURISDICTIONAL REQUIREMENTS, RESTRICTIONS OR PROCEDURES SHALL SUPERSEDE THESE PLANS, NOTES AND SPECIFICATIONS WHEN MORE STRINGENT. NOTIFY THE OWNER'S REPRESENTATIVE IF CONFLICTS OCCUR.
21. SPECIFICATIONS ARE SHOWN TO INDICATE THE DESIGN INTENT. SUBSTITUTES FOR ALL MATERIALS AND FINISHES MAY BE CONSIDERED IF THEY MATCH THE APPEARANCE, QUALITY, AND GENERAL SPECIFICATIONS AS PRODUCTS SHOWN ON THIS SHEET AND SUBSEQUENT DETAILS. ALL MATERIALS AND FINISHES WILL REQUIRE A SAMPLE (OR DATA SHEET) TO BE SUBMITTED FOR FINAL REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE. PRIOR TO INSTALLATION, SUBSTITUTIONS WILL BE CONSIDERED.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE GRADING INFORMATION. PCS GROUP ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE GRADING INFORMATION OR AS-BUILT CONDITIONS. THE CONTRACTOR SHALL ACCEPT FINAL GRADING PRIOR TO COMMENCING WORK AND SHALL NOTIFY THE OWNER AND LANDSCAPE ARCHITECT OF ANY DISCREPANCY BETWEEN THE ACTUAL GRADING CONDITIONS AND PROPOSED DESIGN PRIOR TO BEGINNING WORK.

■ Prepared For ■
CENTURY LAND HOLDINGS, LLC
8390 EAST CRESCENT PKWY
SUITE 650
GREENWOOD VILLAGE, CO 80111
(303) 770-8300

■ Land Planning ■



people creating spaces

pcs group inc. www.pcsgroupco.com
p.o. box 18287
denver, co 80218
t 303.531.4905 . f 303.531.4908

■ Civil Engineering ■
J·R ENGINEERING
A Westrian Company

Centennial 303-740-9393
Colorado Springs 719-593-2593
Fort Collins 970-491-9888
www.jrengineering.com

KIME RANCH FILING NO.1
PARK FACILITIES MASTER PLANS
AND CONSTRUCTION PLANS

PARKER, CO

Stamp:

Drawn by:
AML
Checked by:
PMS
Issue Date:
08/06/2021
Issued For:
TOWN OF PARKER

Rev#	Revisions	Date
1	1st Planning Review	11/19/21
2	2nd Planning Review	03/18/22
3	3rd Planning Review	05/16/22
4	Technical Review	06/24/22
5		
6		
7		
8		

■ Sheet Name ■

Park Requirements & Notes

■ Sheet Number ■

LS0.2



Request for Town Council Action

Date: August 1, 2022

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.334.1 - Second Reading** (*continued from May 2, 2022 and to be continued to October 3, 2022*)
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Dransfeldt Road (Agreement No. 21-05.04A Project No. 108515) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District, the Town of Parker, and Cherry Creek Basin Water Quality Authority
Department: Engineering and Public Works, Michael Grabczyk

EXECUTIVE SUMMARY

The Town of Parker, the Mile High Flood District (MHFD - formerly the Urban Drainage and Flood Control District), and the Cherry Creek Basin Water Quality Authority (CCBWQA) previously executed an intergovernmental agreement (IGA) to design and permit improvements to Cherry Creek at Dransfeldt Road adjacent to Flat Acres Farms. It is anticipated that design and permitting of these improvements will be completed in the fall of this year. The Town, MHFD, and CCB WQA would like to proceed with amending this IGA to provide funding for construction of the project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker, the MHFD and the CCB WQA have partnered previously to design and construct several major drainage projects within the Cherry Creek corridor. This reach of Cherry Creek adjacent to Dransfeldt Road and Flat Acres Farms has been identified as unstable with various locations of bank and bed erosion, in addition to requiring a realignment of the stream and some utilities to accommodate a future roadway crossing of Dransfeldt Road. A preliminary design for several reaches of Cherry Creek, including this project, was completed in 2017. Final design and permitting efforts for this project were initiated in 2021 with the initial execution of this IGA. This amendment to the IGA is intended to fund the construction of this project, which is anticipated to begin in late 2022.

FINANCIAL IMPACT

This project has been identified in the Stormwater Capital Improvements Projects 10-year plan and is included within the 2022 budget approved by Town Council. A preliminary design was completed under a 2017 IGA with the MHFD and CCBWQA and final design was funded in 2021 under the original execution of the IGA. The Town, MHFD and CCBWQA will provide additional funding for construction of the project as shown below:

Previous Contributions

Town of Parker:	\$250,000
MHFD:	\$60,000
CCBWQA:	\$60,000

Contributions this IGA Amendment

Town of Parker:	\$2,500,000
MHFD:	\$300,000
CCBWQA:	\$170,000

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance 9.334.1
2. MHFD Vicinity Map

RECOMMENDED MOTION

I move to continue Ordinance No. 9.334.1 to a date certain of October 3, 2022.

ORDINANCE NO. 9.334.1, Series of 2022

TITLE: A BILL FOR AN ORDINANCE APPROVING THE FIRST AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK AT DRANSFELDT ROAD (AGREEMENT NO. 21-05.04A PROJECT NO. 108515) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT, THE TOWN OF PARKER, AND CHERRY CREEK BASIN WATER QUALITY AUTHORITY

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 First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Dransfeldt Road (Agreement No. 21-05.04A Project No. 108515) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District, the Town of Parker and Cherry Creek Basin Water Quality Authority, 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 _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

FIRST AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK AT DRANSFELDT ROAD TOWN OF PARKER

Agreement No. 21-05.04A
Project No. 108515

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter called "FIRST AMENDMENT"), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN"), and CHERRY CREEK BASIN WATER QUALITY AUTHORITY (hereinafter called "CCBWQA") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Dransfeldt Road" (Agreement No. 21-05.04) dated June 23, 2021, (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES now desire to proceed with design and construction of drainage and flood control improvements for Cherry Creek at Dransfeldt Road (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$2,970,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 12, Series of 2022); and

WHEREAS, the Town Council of TOWN, Board of Directors of CCBWQA, and Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Construction of improvements;
3. Contingencies mutually agreeable to PARTIES.

- B. It is understood that PROJECT costs as defined above are not to exceed \$3,340,000 without amendment to this AGREEMENT.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS AMENDED</u>		<u>ORIGINAL</u>
1. Final Design	\$	370,000	\$ 370,000
2. Construction *	\$	2,970,000	\$ -0-
3. Contingency	\$	-0-	\$ -0-
Grand Total	\$	3,340,000	\$ 370,000

* It is anticipated that funding for construction will be brought in through future amendments.

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest, if applicable.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	10.77%	\$60,000	\$300,000	\$360,000
TOWN	82.33%	\$250,000	\$2,500,000	\$2,750,000
CCBWQA	6.9%	\$60,000	\$170,000	\$230,000
TOTAL	100.00%	\$370,000	\$2,970,000	\$3,340,000

D. DISTRICT Acknowledges that (i) CCBWQA does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) It is understood and agreed that notwithstanding any other provision contained herein to the contrary, any additional contribution obligation of CCBWQA hereunder, whether direct or contingent, shall extend only to funds duly and lawfully appropriated and encumbered by the Board of Directors of CCBWQA for the purposes of the Agreement, and paid into the Treasury of CCBWQA, and shall under no circumstances exceed \$230,000 without CCBWQA's prior express written consent.

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each PARTY's full share (TOWN - \$2,750,000; CCBWQA - \$230,000; DISTRICT - \$360,000) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at TOWN request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of this AGREEMENT shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this FIRST AMENDMENT to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Ken A. MacKenzie

Title Executive Director

Date_____

Checked By

TOWN OF PARKER

Jeff Toborg, Mayor

Date_____

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

Kristin Hoffmann, Town Attorney

CHERRY CREEK BASIN
WATER QUALITY AUTHORITY

By_____

Name_____

Title_____

Date_____

Richard G. Borchardt, PAP Manager



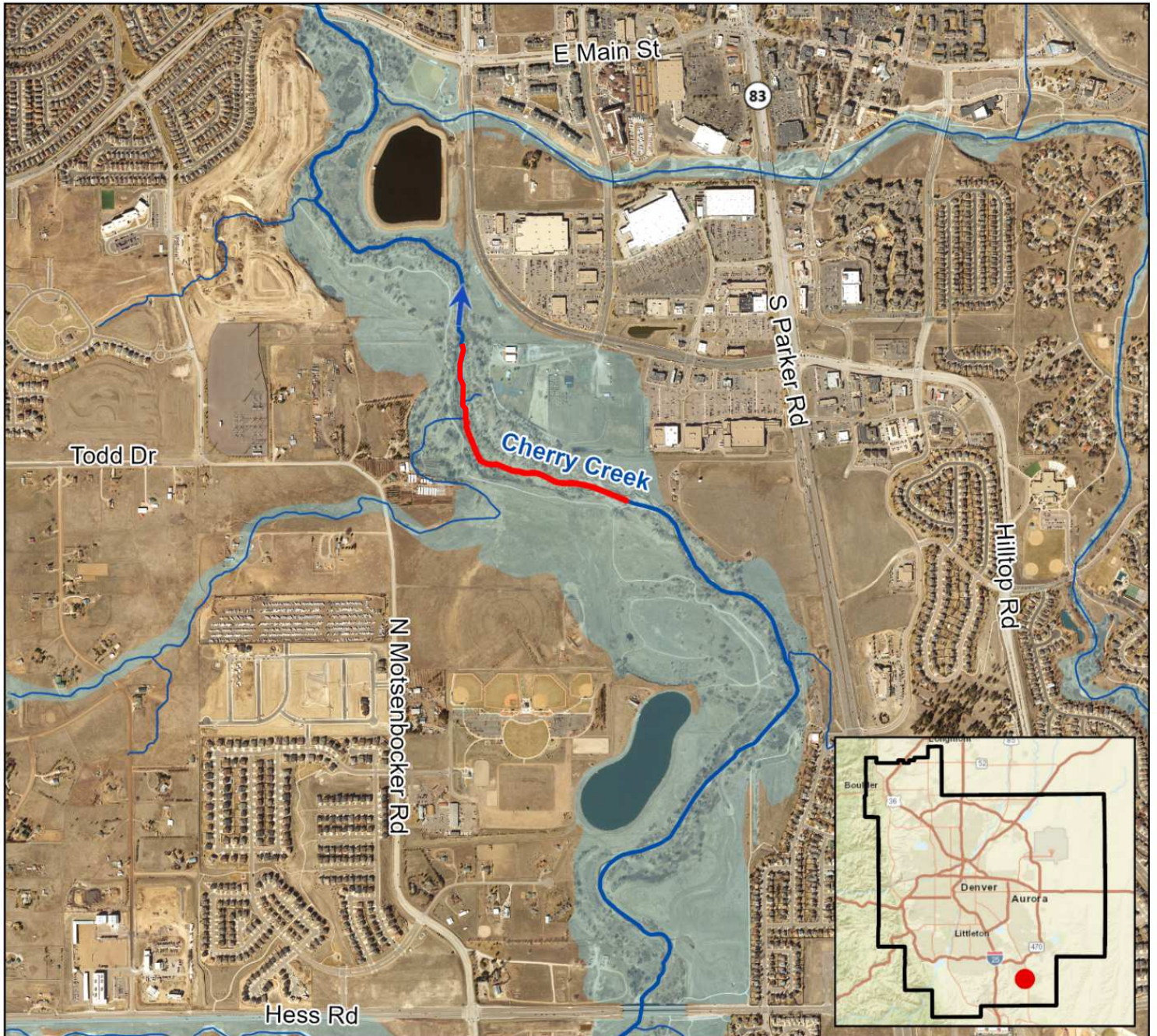
Cherry Creek at Dransfeldt



0 0.13 0.25 Miles

— Project Limits Floodplain ↑ Flow Direction

Updated 03/04/2021





Request for Town Council Action

Date: August 1, 2022

Submitted By: Kristin Hoffmann, Town Attorney
Chris Vanderpool, Town Clerk

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.350 - Second Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 8, 2022, Coordinated Election
Department: Town Clerk, Chris Vanderpool
Town Attorney, Kristin Hoffmann

EXECUTIVE SUMMARY

The Town's regular election will be conducted as a coordinated election with Douglas County. The Town and Douglas County are required to enter into an intergovernmental agreement (IGA) to govern the conduct of the election, pursuant to C.R.S. § 1-7-116(2).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Under the "Uniform Election Code," the Town will coordinate its election with Douglas County. On February 7, 2022, the Town Council passed Resolution No. 22-011 in order to participate in the November 8, 2022 Douglas County coordinated election. Under the Uniform Election Code, the Town and Douglas County are required to enter into an IGA to conduct the election. The Town and Douglas County will enter into the 2022 IGA, which is attached to the ordinance.

FINANCIAL IMPACT

The budget for the Town to participate in the coordinated election is \$45,000.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.350

RECOMMENDED MOTION

I move to approve Ordinance No. 9.350 on second reading.

ORDINANCE NO. 9.350, Series of 2022

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE DOUGLAS COUNTY CLERK AND RECORDER AND THE TOWN OF PARKER REGARDING THE CONDUCT AND ADMINISTRATION OF THE NOVEMBER 8, 2022, COORDINATED ELECTION

WHEREAS, under Section 2.1 of the Town of Parker Home Rule Charter and Section 2.06.020 of the Parker Municipal Code, the Town has adopted the exclusive use of Title 1 of the Colorado Election Code for all Town elections that are conducted with Douglas County;

WHEREAS, the Town Council of the Town of Parker adopted Resolution No. 22-011, Series of 2022, stating the Town's intent to participate in the Douglas County Coordinated Election on November 8, 2022, and appointing the Town Clerk as the designated election official of the Town;

WHEREAS, the Town has sufficient funds available and appropriated in its approved budget to pay the Town's prorated election expenses for the coordinated election;

WHEREAS, the Town Council of the Town of Parker desires to enter into an intergovernmental agreement with the Douglas County Clerk and Recorder regarding the conduct and administration of the November 8, 2022, coordinated election; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the Intergovernmental Agreement between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 8, 2022, Coordinated Election.

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 between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 8, 2022, Coordinated Election, which agreement shall be in substantially the same form as the agreement attached hereto as **Exhibit 1**. The Town Council further authorizes the Mayor of the Town to enter into the Intergovernmental Agreement on behalf of the Town in substantially the same form as attached hereto, following final approval by the Town Attorney.

Section 2. The Recitals of this Ordinance are incorporated herein by the reference.

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 _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT

BETWEEN

DOUGLAS COUNTY CLERK AND RECORDER

AND

(Jurisdiction Name)

REGARDING THE CONDUCT AND ADMINISTRATION OF THE

**NOVEMBER 8, 2022
GENERAL ELECTION**

**MERLIN KLOTZ
DOUGLAS COUNTY CLERK AND RECORDER
ELECTIONS DIVISION
CASTLE ROCK, CO 80109**



THIS AGREEMENT is made by and between the Board of County Commissioners of the County of Douglas, State of Colorado, on behalf of the Douglas County Clerk and Recorder (hereinafter referred to as the "County") and _____ (hereinafter referred to as the "Jurisdiction") collectively as the "Parties"; and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.), governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one political subdivision holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the Coordinated Election Official and, pursuant to section 1-5-401, C.R.S. shall conduct the elections on behalf of all political subdivisions utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the General Election on November 8, 2022; and

WHEREAS, such agreements are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution, and sections 1-7-116 and 29-1-203, C.R.S.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree this election shall be conducted as a coordinated election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.) or any other Title of C.R.S. governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules (hereinafter referred to as the "Code"). The election participants will execute agreements with Douglas County for this purpose and may include municipalities, school districts, and special districts within the Douglas County limits and the State of Colorado.

SECTION I. PURPOSE AND GENERAL MATTERS

1.01 DEFINITIONS:

- A. **"Coordinated Election Official"** (hereinafter "CEO") means the County Clerk and Recorder who acts as the "coordinated election official", as defined within the Code and Rules.
- B. **"Contact Officer"** means the person who acts as the primary liaison or contact between the Jurisdiction and the CEO. The Contact Officer shall be that person under the authority of the CEO who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.
- C. **Canvass Board** is appointed by the major political parties before the election. The canvass is the audit function of the election and the process of reconciling the number of ballots counted to the number of voters who voted. The Canvass Board

will meet no later than the 22nd day after the election to certify the abstract of votes cast.

- D. **"Designated Election Official"** (hereinafter "DEO"), means the person identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction, as specified within the Code.
- E. **Logic & Accuracy Test** The county must conduct a Logic and Accuracy Test on its voting equipment at least 21 days before the election. Voting devices must be tested before they are used in an election. One registered elector from each major political party is required to serve on the Logic and Accuracy Testing Board.
- F. **Risk Limiting Audit** This audit provides strong statistical evidence that the election outcome is correct. The number of ballots required to conduct an RLA will vary based on the smallest margin of the contest selected by the Secretary of State and the risk limit. The smaller the margin, the more ballots to audit. The smaller the risk limit, the more ballots to audit. The Audit Board is appointed by the major political parties and must complete its report no later than 5:00 p.m. one business day before the canvass deadline. At least one member of each major political party's Canvass Board will serve as an observer of the audit.
- G. **TABOR** (Taxpayer Bill of Rights) is a constitutional measure that requires voter approval for tax increases.

1.02 JOINT RESPONSIBILITIES

- A. All parties shall familiarize themselves with all statutory and regulatory requirements impacting coordinated elections and TABOR notices and shall adhere to all applicable provisions of the Code which are necessary or appropriate to the performance of the duties required.
- B. Nothing herein shall be deemed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the election, including any of their respective responsibilities under the Fair Campaign Practices Act or any local ordinances concerning fair campaign practices.

1.03 JURISDICTION

The Jurisdiction encompasses territory within Douglas County. This Agreement shall apply only to that portion of the Jurisdiction within Douglas County. Where the Jurisdiction is entirely contained within Douglas County, the Contact Officer has jurisdiction in establishing ballot order and number in accordance with CRS 1-5-407(5). When the Jurisdiction is split among more than one county, the Contact Officer will coordinate with other counties to agree upon ballot order and numbering, per Colorado SOS Election Rule 4.2.

SECTION II. COUNTY/JURISDICTION RESPONSIBILITIES

The County and the Jurisdiction shall each perform their respective duties and/or functions within the context of this Agreement:

2.01 COUNTY RESPONSIBILITIES:

- A. Assist the DEO on any matter related to the election to ensure the smooth and efficient operation of the election (such information shall not include legal advice) by designating a Contact Officer with the specific duty of assisting with the election of the Jurisdiction and acting as the primary liaison between the County and Jurisdiction.
- B. Provide an Address Confirmation Form (Appendix A) accompanied by an Address Library Report and Jurisdiction Boundary Map that defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor records. The Address Library Report will include the address report from the Secretary of State voter registration system, which defines street addresses within the Jurisdiction.
- C. Verify errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
- D. Contract for the mail ballot packets (ballot(s), voter instructions, and return envelope) and remit payment directly to the vendor.
- E. Provide ballot printing layouts compliant with the Code for proofreading and signature approval by the Jurisdiction prior to final ballot printing.
- F. Mail the ballot packets as required by the Code.
- G. Provide a certified list of the Jurisdiction's registered voters, as requested.
- H. Conduct all associated tasks relating to election judges including, but not limited to, eligibility, placement, training, and oversight.
- I. Conduct all functions of the Canvass Board to include a canvass of the votes and certification of the results. Additionally, provide the Jurisdiction a copy of all election statements required under the Code.
- J. Prepare and conduct the Logic and Accuracy Test.
- K. Publish and post the required legal notices. pursuant to § 1-5-205(1), C.R.S.
- L. Refer members of the public and press to the DEO regarding specific questions about ballot measures or candidates.

- M. Provide all necessary equipment, system programming, and personnel for ballot tabulation.
- N. Conduct and oversee the process of counting ballots and reporting results.
- O. Conduct a recount of the ballots cast if required by law, requested by the Jurisdiction, or requested by an interested party as allowed by the Code.
- P. Prepare and conduct the Risk Limiting Audit before certifying election results.
- Q. Provide the Jurisdiction an invoice for all expenses incurred under this Agreement.
- R. Archive and maintain all election records as required by the Code.

2.02 JURISDICTION RESPONSIBILITIES:

- A. Identify a DEO who shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.
- B. Identify immediately to the Contact Officer if Jurisdiction is shared by additional county(ies).
- C. Provide a copy of the Ordinance or Resolution stating that the Jurisdiction has adopted the exclusive use of the Code for the conduct of the election and that the Jurisdiction will participate in the coordinated election in accordance with the terms and conditions of this Agreement.
- D. Confirm sufficient funds are available and appropriated in Jurisdiction's approved budget to pay election expenses. The Jurisdiction recognizes that the County cannot accurately predict the exact cost for the election, but represents to the County that it will pay its calculated prorated share and has appropriated sufficient funds to do so.
- E. Return this Intergovernmental Agreement with the signature page completed on or before the seventieth (70) day prior to the election per the Code.
- F. May appoint one representative to participate in the Canvass Board. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- G. May appoint one representative to participate in the Logic and Accuracy Test. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- H. May choose to appoint an observer for the Risk Limiting Audit. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- I. Certify Jurisdictional boundaries by completing and returning the Address Confirmation Form with the Jurisdiction Boundary Map (Appendix A).

- J. Review all petition information, if applicable, and verify the information against the registration records, and, where applicable, the county assessor's records as per § 1-4-908, C.R.S. After review, the DEO shall notify the candidate of the number of valid signatures and whether the petition appears to be sufficient or insufficient. Upon determining that the petition is sufficient, and after the time for protest has passed, the DEO shall certify the candidate to the ballot, and notify the Contact Officer.
- K. The DEO shall refer correspondence and calls relating to the election outside of the DEO's expertise to the Contact Officer for response.
- L. Determine the ballot title and text. Certify, if applicable, the candidate, how many selections a voter should make (e.g., Vote for One), whether there is a certified write-in candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the Contact Officer) in a plain text format, on or before the sixtieth (60) day, no later than 5:00 pm. The ballot content must be certified in the order in which it will appear on the ballot and must include specific instructions (e.g., Vote for One, etc.). The certified list of candidates and ballot measures shall be final, and the Contact Officer will not be responsible for making any changes after the certification, except those prescribed by statute. The Contact Officer will not accept text that includes, but is not limited to, bold, italic, underline, bullets, numbering, tables, strikethrough or indentations. The use of all capital letters is reserved for TABOR issues only, per the Code.
- M. Provide either directly by the DEO or by the candidate on behest of the DEO, the phonetic pronunciation of each candidate's name to assist in the preparation of the audio ballot at the time ballot content is certified to the County. Record a voice message at (303) 663-6279 and include the candidate name, jurisdiction, and title of office no later than sixty (60) days prior to the election.
- N. Indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any untimely ballot content submitted may result in candidates, issues, or questions not being on the ballot for the coordinated election.
- O. Proofread the layout and the text of the Jurisdiction's portion of the official ballots and TABOR notice (if applicable) and provide written confirmation (electronic format) of acceptance before the printing of the ballots. **Approval or requested changes must be received within two (2) hours of receiving the layout and text from the county.** This may require availability outside of normal business hours. Such acceptance is final, and no changes will be made after written notice (electronic format) is given to the Contact Officer. Failure to respond by the deadline will be considered acceptance "as is". A penalty for delay or rework of the ballot or TABOR notice will result in an additional fee to the Jurisdiction for all associated costs with fixing or correcting Jurisdictional errors.
- P. Perform the following tasks (as applicable) where Jurisdictional property owners are eligible to vote:

- a. Notify Contact Officer of the Title under which the political subdivision is formed and specifically which property owners are eligible to vote in the election.
 - b. Provide a certified list of eligible property owners, as determined by the Jurisdiction, who:
 - i. Own property within the Jurisdiction, appear on the State of Colorado list of registered voters and reside at an address that is not within the boundaries of Douglas County ("Out of County" property owners); or,
 - ii. Own property within the Jurisdiction, appear on the Douglas County list of registered voters, reside at an address that may not match the property address as shown on the County Assessor's list, but is within the boundaries of Douglas County ("In County" property owners).
 - c. Coordinate directly with the Douglas County Assessor's Office (303-660-7450), or visit their website to obtain the list of all recorded owners of taxable real and personal property at <https://apps.douglas.co.us/assessor/advanced-search/>.
 - d. Exclude non-person entities and persons not living in the state of Colorado; any individuals not registered to vote; any person who resides in the district, as they will already receive a mail ballot.
 - e. Submit the lists as an electronic copy using Microsoft Excel format. The spreadsheet shall contain no more than one (1) eligible elector's name per line. Each line shall consist of the following separated fields: Last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and voter identification number. All files provided to the Contact Officer are to be clearly named.
- Q. Publish and post any required legal notices for the Jurisdiction's ballot content, other than the notice required by § 1-5-205, C.R.S, which Douglas County will publish. A copy of such published legal notice shall be submitted to the Douglas County Clerk and Recorder, Recording Division for its records.
- R. Provide phone support on Election Day from 7:00am – 7:00pm. Designated contact person for Jurisdiction must be provided upon execution of this Agreement. Emergency contact information must also be provided for this purpose.
- S. Notify the Contact Officer within 24 hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction shall reimburse the County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost will be pro-rated among the participating Jurisdictions as per § 1-10.5-101, C.R.S. Refer to SOS Rule 10.9.5 for Jurisdictions in more than one County.
- T. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit total payment to the County.
- U. Pay any additional or unique election costs resulting from Jurisdiction delays, mistakes, recounts, and/or special preparations or cancellations relating to the Jurisdiction's participation in the coordinated election. Charges are \$1.00 per registered voter, with a minimum charge of \$1,000, not including publication cost, excess linear ballot column

inches cost, and TABOR Notice costs with a minimum charge of \$500 (if applicable).

Illustrative Pro-Rated Costs Table:

Current Registration Total (Active & Inactive)	% of Total Participants Registration	TABOR registered Voters	TABOR % of total Registration	Current Registration Total X \$1.00	OR \$1k minimum, whichever is greater	AND \$3k ea. add. column inch over 5	TABOR Notice Cost x % registration or \$500 minimum	Public Notice Divided equally by participating entities	Requested Report Fees (\$25/report)	Estimated Minimum Cost
43,000	17.38%	21,000	46.5%	\$64,500	\$0.00	\$9,000	\$13,953.49	\$15.00	\$50.00	\$ 87,518.49
98,000	39.62%	45,000	99.67%	\$147,000	\$0.00	\$3,000	\$29,900.33	\$15.00	\$50.00	\$179,965.33
7,500	3.03%	0	0.00	\$11,250	\$0.00	\$0	\$0.00	\$15.00	\$25.00	\$ 11,290.00
300	0.12%	150	0.33%	\$450	\$1,000	\$0	\$500.00	\$15.00	\$25.00	\$ 1,990.00

If costs of TABOR Notice were \$30,000 and other public notices were \$60.

SECTION III. CANCELLATION OF ELECTION

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event the Jurisdiction resolves to cancel the election, notice shall be provided to the Contact Officer immediately. The Jurisdiction shall be liable for the full actual costs of the activities relating to the election incurred both before and after the Contact Officer's receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves to cancel the election after the last day for the DEO to certify the ballot order and content to the Contact Officer, the text provided by the Jurisdiction cannot be removed from the ballot and/or the TABOR Notice.

(remainder of page intentionally blank)

**SECTION IV.
MISCELLANEOUS**

4.01 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; 3) or by email to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County:

Merlin Klotz
Douglas County Clerk and Recorder
Elections Division
125 Stephanie Place
Castle Rock, Colorado 80109

Email: Elections@Douglas.co.us

To Jurisdiction:
(Enter Contact and address
information)

4.02 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the coordinated election are fulfilled.

4.03 AMENDMENT.

This Agreement may be amended only in writing and following the same formality as the execution of the initial Agreement.

4.04 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.05 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT.

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this Agreement.

4.06 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the

terms of this Agreement and/or the deadlines or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties hereto understand and agree that they, their commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.09 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 County and the Jurisdiction, 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.

(remainder of page intentionally blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the latest date noted below.

THE BOARD OF COUNTY
COMMISSIONERS
OF THE COUNTY OF DOUGLAS,
COLORADO
(Board signature required only if
coordination cost will exceed \$25,000)

COORDINATED ELECTION OFFICIAL:

By _____
Board of County Commissioners
Chairperson

By _____
Clerk and Recorder

Date _____

Date _____

Attest _____
Deputy Clerk to the Board

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

Director of Finance

County Attorney

Jurisdiction Signatures:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest _____

Title: _____

Contents

Appendix A – Address Confirmation Form

Appendix B – Contact Information Form

Appendix C – Important Dates

Appendix D – Checklist

Appendix A
Address Confirmation Form

Please complete this form in conjunction with the provided Jurisdiction Boundary Map to verify the boundaries of the district.

Proposed districts must provide a certified legal description, map, and street listing (including street ranges).

Section 1

JURISDICTION NAME: _____

Enter other counties shared by Jurisdiction.

County Name(s): _____

___ Not Applicable

Annexations, Inclusions, Exclusions

To ensure our office has the most current information, please complete EITHER Section 2 OR Section 3 below, pertaining to Annexations, Inclusions, and Exclusions for your Jurisdiction.

Section 2

Since January 1 of the current year, the Jurisdiction has approved (check all that apply):

___ Annexations

___ Inclusions

___ Exclusions

All supporting documents pertaining to the applicable Annexation(s), Inclusion(s), or Exclusion(s) are attached to this form and should be used by the Douglas County Elections Office in order to update address information for the Jurisdiction.

By signing below, I acknowledge and certify that the information is true and accurate.

Signature

Date

Section 3

I acknowledge and certify the Jurisdiction has not approved any Annexation(s), Inclusion(s), or Exclusion(s) since January 1 of the current year.

By signing below, I acknowledge and certify that the information is true and accurate.

Signature

Date

Appendix B
Contact Information Form

Please enter your Jurisdiction's information:

Jurisdiction: _____

Designated Election Official:

Name

Mailing Address

City, State, Zip

Email

Phone

Represented By:

Attorney / Law Firm

Mailing Address

City, State, Zip

Email

Phone

Per the IGA, please indicate the Jurisdiction representative(s) who will participate in the following activities.

Required Participation

- 1. November 8, 2022; 7:00am – 7:00pm
Election Day phone support for citizen inquiries**

Name: _____

Phone: _____

Email: _____

Optional Participation

- 2. September 28, 2022 (Alternate Date = September 29)*
Logic and Accuracy Test (LAT)**

Name: _____

Phone: _____

Email: _____

- 3. November 21 – 23, 2022 (Begins Monday)*
Risk Limiting Audit (RLA)**

Name: _____

Phone: _____

Email: _____

November 8, 2022

**4. November 28, 2022 (Alternate Date = November 29)*
Canvass Board and Final Certification of Election**

Name: _____

Phone: _____

Email: _____

Note: If a representative is not designated for the optional activities, the Douglas County Elections office will designate a staff member to serve on behalf of the Jurisdiction.

**These dates are subject to change.*

Douglas County Coordinated Election Official:

Merlin Klotz, Clerk and Recorder
Name

301 Wilcox Street, PO Box 1360
Mailing Address

Castle Rock, CO 80104
City, State, Zip

mklotz@douglas.co.us
Email

303-663-7364
Phone

Douglas County Contact Officer:

Kyle Kowalski, Elections Services Manager
Name

125 Stephanie Place
Mailing Address

Castle Rock, CO 80109
City, State, Zip

kkowalski@douglas.co.us
Email

303-643-2410
Phone

2022 GENERAL ELECTION
November 8, 2022

Douglas County Deputy of Elections:

Jack Twite Jr
Name

125 Stephanie Place
Mailing Address

Castle Rock, CO 80109
City, State, Zip

jtweite@douglas.co.us
Email

303-814-7618
Phone

Douglas County Senior Assistant Attorney:

Christopher Pratt
Name

100 Third Street
Mailing Address

Castle Rock, CO 80104
City, State, Zip

cpratt@douglas.co.us
Email

303-660-7321
Phone

Appendix C Important Dates

Event	Date
Last day to provide in writing to the County Clerk & Recorder Notice of Intent to coordinate for the 2022 General Election (-100 days)	July 29 (Friday)
Last day to return signed IGA to the Contact Officer (-70 days)	August 30 (Tuesday)
Last day to return completed Address Confirmation Form (Appendix A) or Boundary Map to ensure accurate voter information (-70 days)	August 30 (Tuesday)
Last day to submit certified ballot order and content to the Contact Officer (-60 days)	September 9 (Friday)
Last day for Secretary of State to certify state ballot order and content to county clerk (-57 days)	September 12 (Monday)
Last day to file written comments concerning local ballot issues with the designated election official in order to be included in the ballot issue notice. (by noon on Friday -45 days)	September 23 (Friday)
Last day to submit the full text of any required ballot issue notices to the county clerk Contact Officer (-43 days)	September 26 (Monday)
Logic and Accuracy Test (LAT)	September 28 (Wednesday)*
Logic and Accuracy Test (LAT) – Alternate Date	September 29 (Thursday)*
Ballots mailed to voters (-22 days)	October 17 (Monday)
Ballot Drop Boxes open (-15 days)	October 24 - November 8 All boxes close Election Day, November 8 at 7 p.m.
Voter Service and Polling Centers (VSPCs) open (-15 days)	October 24 – November 8

2022 GENERAL ELECTION
November 8, 2022

	Monday - Friday, 8 a.m. - 5 p.m. Saturday, November 2, 9 a.m. - 1 p.m. Election Day, Tuesday, November 8, 7 a.m. – 7 p.m.
Last day voter can request our office mail a ballot (-8 days)	October 31 (Monday)
Election Day	November 8, 7 a.m. – 7 p.m. (Tuesday)
Risk Limiting Audit (RLA)	November 21-23 (Begins Monday)*
Canvass Board and Final Certification of Election	November 28 (Monday)*
Canvass Board and Final Certification of Election – Alternate Date	November 29 (Tuesday)*
Final Certification of Election deadline	December 1 (Thursday)

** These dates are subject to change.*

Appendix D IGA Checklist

Dates shown below are either Statute-driven deadline dates or preferred dates of the Douglas County Elections office.

- ☐ **Friday, July 29**
 - Provide in writing to the County Clerk and Recorder notice of intent to coordinate.
- ☐ **Wednesday, August 3**
 - Receive and review IGA and accompanying documents from the Contact Officer, including important District addressing verification.
- ☐ **Tuesday, August 30**
 - Complete and return all required documents of the IGA via USPS mail or email to the Contact Officer, kkowalski@douglas.co.us
 - Provide a copy of the Ordinance and/or Resolution that outlines intent to participate in the General Election.
 - Provide a statement to confirm sufficient funds to pay election expenses are available and appropriated in the Jurisdiction's approved budget.
 - For PROPOSED DISTRICTS:
 - Provide certified legal description, map, and street listing (including street ranges).
- ☐ **Friday, September 9**
 - Provide certified ballot order and content to the Contact Officer. C.R.S 1-5-203(3). Refer to Section 2.02 (L) of the IGA for specific requirements.
 - As applicable, provide phonetic pronunciation of each candidate's name via voicemail. Refer to Section 2.02 (M) of the IGA for instructions.
 - Proofread ballot layout and text for Jurisdiction's portion of the official ballot and provide written acceptance of content or written notice of necessary changes. Refer to Section 2.02 (O) of the IGA for instructions.
- ☐ **Monday, September 12 – For elections where property owners are eligible electors:**
 - Provide all applicable eligible property owner list(s). Refer to Section 2.02 (P) of the IGA for instructions and requirements.
- ☐ **Monday, September 26**
 - Provide Contact Officer with full text of any required ballot issues or ballot questions and all summarized pro/con statements to the Contact Officer.

2022 GENERAL ELECTION

November 8, 2022

☐ **Election Day, Tuesday, November 8**

- Provide phone support for Jurisdiction for hours of voting (7:00 a.m. - 7:00 p.m.) should information be needed from Douglas County Elections office or the general public.

☐ **Post-Election Day**

- Notify Contact Officer within 24 hours of completion of final ballot tabulation if a recount is required.
- Remit payment within 30 days of receipt of billing invoice.



Request for Town Council Action

Date: August 1, 2022

Submitted By: Kristin Hoffmann, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.391.2 - Second Reading**
A Bill for an Ordinance to Amend Sections 1.02.010 and 2.03.020 of the Parker Municipal Code to Change the Terminology of "Town Administrator" to "Town Manager"
Department: Town Attorney, Kristin Hoffmann

EXECUTIVE SUMMARY

This ordinance amends Sections 1.02.010 and 2.03.020 of the Code to change the terminology of "Town Administrator" to "Town Manager".

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Article IV of the Parker Home Rule Charter establishes the office of "Town Administrator" as the "chief administrative officer of the Town (who) shall serve at the pleasure of the Council" and provides that "the Town Administrator shall be responsible to Council and perform such duties as provided by ordinance." Section 1.02.010 of the Code defines the Town Administrator as the chief administrative officer of the Town and Section 2.03.020 outlines the chief administrative officer's functions and duties.

The labels of "administrator" or "manager" carry no commonly accepted meaning or generally applicable definition. This ordinance will change the terminology of "Town Administrator" to "Town Manager" by equating the two titles and making it clear that a "Town Manager" would be acting within the authority prescribed by Charter to the Town's chief administrative officer. This does not alter the office's duties or responsibilities as set forth in the Charter or enumerated by ordinance. This ordinance would authorize an alternative title for the same chief administrative officer position established by Charter and does not alter the powers, duties, qualifications, terms or tenure of any municipal office established by the Charter.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 1.391.2

RECOMMENDED MOTION

I move to approve Ordinance No. 1.391.2 on second reading.

ORDINANCE NO. 1.391.2, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 1.02.010 AND 2.03.020 OF THE PARKER MUNICIPAL CODE TO CHANGE THE TERMINOLOGY OF “TOWN ADMINISTRATOR” TO “TOWN MANAGER”

WHEREAS, Article IV of the Parker Home Rule Charter establishes the office of "Town Administrator" as the "chief administrative officer of the Town [who] shall serve at the pleasure of the Council" and provides that "[t]he Town Administrator shall be responsible to Council and perform such duties as provided by ordinance;"

WHEREAS, Section 1.02.010 of the Parker Municipal Code (the “Code”) defines the Town Administrator as the chief administrative officer of the Town;

WHEREAS, Section 2.03.020 of the Code outlines the chief administrative officer's functions and duties;

WHEREAS, the Town Council desires to change the terminology of "Town Administrator" to "Town Manager" by equating the two titles and making it clear that a "Town Manager" would be acting within the authority prescribed by Charter to the Town's chief administrative officer;

WHEREAS, doing so would not alter the office's duties or responsibilities as set forth in the Charter or enumerated by ordinance;

WHEREAS, Art. 20, Sec. 6, of the Colorado Constitution, establishes that municipal home rule authority includes all "powers necessary, requisite or proper for the government and administration of [] local and municipal matters...";

WHEREAS, home rule status confers upon home rule cities and towns and the citizens thereof, among other things: ...the power to legislate upon, provide, regulate, conduct and control...[t]he creation and terms of municipal officers, agencies and employees; the definition, regulation and alteration of the powers, duties, qualifications and terms or tenure of all municipal officers, agents and employees....Colo. Const. Art. 20, Sec. 6(a);

WHEREAS, the labels of "administrator" or "manager" carry no commonly accepted meaning or generally applicable definition;

WHEREAS, the Town Council desires to authorize an alternative title for the same chief administrative officer position established by Charter; and

WHEREAS, such a change does not alter the powers, duties, qualifications, terms or tenure of any municipal office established by the Charter.

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

Section 1. Section 1.02.010, of the Parker Municipal Code is amended to read as follows:

1.02.010 Definitions and rules of construction.

In the construction of the Municipal Code and of all ordinances of the Town, the following definitions and rules of construction shall be observed, unless it shall be otherwise expressly provided in any Section or ordinance, or unless inconsistent with the manifest intent of the ordinance:

(1) Definitions.

* * *

Town Administrator, which may also be referred to as Town Manager, means the chief administrative officer of the Town, appointed by the Town Council to execute the laws and administer the Town government.

Section 2. Section 2.03.020 of the Parker Municipal Code is amended to read as follows:

2.03.020 Town Administrator; functions and duties.

(a) The Town Council, pursuant to Section 4.4 of the Charter, hereby creates the position of Town Administrator, which position may be referred to as "Town Manager." Any reference to "Town Manager" shall mean the Town Administrator, as that term is used in the Charter, and any authority given, action taken, or duties performed under the title of "Town Manager" shall be treated as if authorized, taken, or performed by the Town Administrator.

* * *

(h) Whenever in any part of this Code or ordinances of the Town a reference is made to the Town Administrator or Town Manager, such references shall mean the Town Administrator of the Town.

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 _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney



Request for Town Council Action

Date: August 1, 2022

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 22-040**
A Resolution to Allow a Partial Waiver of Subsections 13.01.140(b) of the Parker Municipal Code to Extend the Expiration Date of the Use by Special Review for Lincoln Professional Park for a Gas Station
Department: Community Development, Stacey Nerger

EXECUTIVE SUMMARY

The applicant, Plaza Street Partners, is requesting an extension of its Use by Special Review (UbSR) approval for a gasoline service station in the Lincoln Professional Park Planned Development to at least November 17, 2022. The requested extension of approval requires a partial waiver of Section 13.01.140(b) of the Land Development Ordinance (LDO). The subject property is located at the southeastern corner of the intersection of Dransfledt Road and Lincoln Avenue.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council approved a Use by Special Review (UbSR) application to permit a gasoline service station in the Lincoln Professional Park Planned Development on May 17, 2021. The UbSR approval is of limited duration and Section 13.01.140(b) provides:

1. A UbSR approval is valid for a period of twelve (12) months from the date of approval;
2. Any approval of an application for which a grading permit or building permit has not been issued or for which the UbSR has not commenced within twelve (12) months after approval shall be null and void; and
3. Approvals may be extended by the Planning Director for an additional 90 days for good cause.

The UbSR approval would have expired on May 17, 2022, based on the above-referenced requirements. The applicant submitted a request for a 90-day extension on April 29, 2022 that

was approved by the Planning Director. This action extends the applicant's UbSR approval through August 17, 2022 but exhausts the administrative extensions available to them.

After the Town Council approved the UbSR, the applicant submitted a Minor Development Plat application to subdivide the property into lots, a Preliminary Site Plan as required by the Annexation Agreement and a Site Plan application illustrating the design of the gasoline service station and convenience store. Each application is under review for compliance with the Town's development standards but the applicant has indicated that they need additional time to respond to review comments and demonstrate compliance with applicable standards. The requested extension would preserve the applicant's approval while they complete the development review process for the different applications.

Under Section 13.01.100 of the Municipal Code, the Town Council may authorize waivers from provisions of the LDO. Such waivers may be granted for the purpose of encouraging flexibility and variety in land development if the Town Council deems the waiver to be in the public interest and it does not impair the intent and purposes of the LDO. Staff believes that the request is in the public interest for the following reasons:

1. The Town has planned for the use at the location proposed in its land use plan and zoning regulations; the Town Council has approved the use after evaluation under the nine (9) LDO criteria for consideration; and there is a need for commercial retail and services to be provided because of the location and substantial residential development driving demand for convenience commercial uses in Town.
2. Town Council approval would provide for greater efficiency in the Town's development process. It is more efficient to consider a partial waiver of the Code that would extend the UbSR approvals for a reasonable period of time in order to avoid unnecessary waste and inefficiency in terms of applicant expense, staff time and schedule delays to project development.
3. It would promote and support development outcomes that are consistent with the Town Council adopted policies and recommendations of the Parker 2035 Master Plan, including, but not limited to, the following:
 - A. Land Use Plan Goal and Strategy 1C: Ensure adequate opportunities for future expansion of our economic base in appropriate locations in the community.
 - B. Land Use Plan Central Commercial District (Lincoln Professional Park): Due to its central location, with access to Parker Road,.... growth in this Character Area should focus on core retail, services, offices, lodging, restaurants, entertainment.... as part of a development with a mix of uses and a design that focuses on vehicular and pedestrian connectivity....
 - C. Jobs and Economic Vitality Plan 2A: Nurture and support established businesses and ensure adequate opportunities for future and expanded commercial activity within designated areas of Town, as specified in the General Land Use Plan.
 - D. Jobs and Economic Vitality Plan 6A: Encourage and support the quality renovation and reuse of underutilized parcels and buildings.

The applicant's request for a partial waiver of the LDO for an additional approval extension to

November 17, 2022, is discretionary in nature. If the Town Council does not support the extension request, the applicant's UbSR approval will expire on August 17, 2022. The applicant would then have the option of submitting a new UbSR application for the proposed gasoline service station and repeating the original process or withdrawing from the project altogether.

Staff recommends that the requested extension be granted to **December 31, 2022** to provide the applicant with adequate time to complete their pending Minor Development Plat, Preliminary Site Plan and Site Plan applications.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

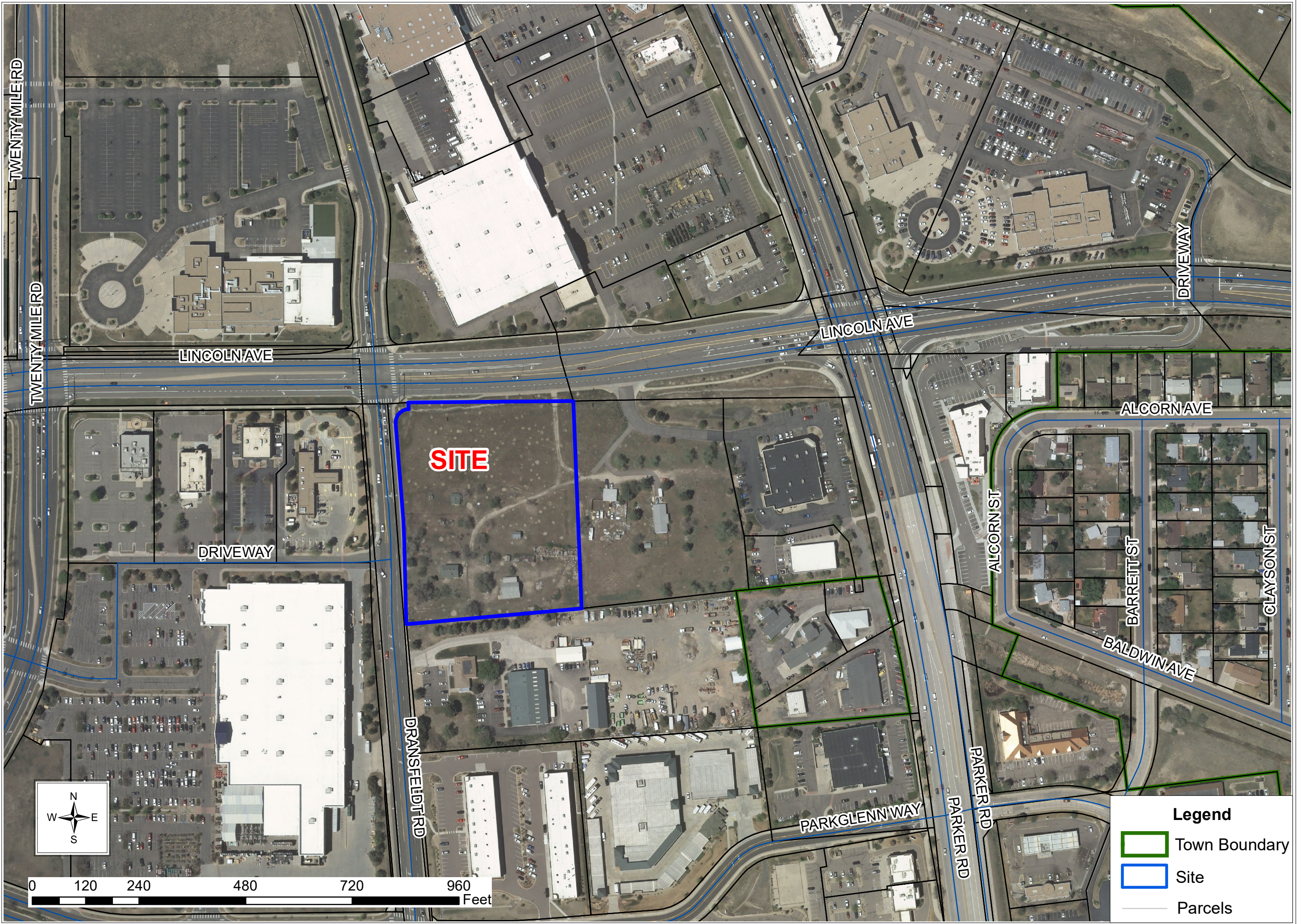
1. Vicinity Map
2. Resolution No. 22-040

RECOMMENDED MOTION

I move to approve Resolution No. 22-040.

Lincoln Professional Park Filing No. 1 Lot 1

Use by Special Review Extension



RESOLUTION NO. 22-040, Series of 2022

TITLE: A RESOLUTION TO ALLOW A PARTIAL WAIVER OF SECTION 13.01.140(b) OF THE PARKER MUNICIPAL CODE TO EXTEND THE EXPIRATION DATE OF THE USE BY SPECIAL REVIEW FOR LINCOLN PROFESSIONAL PARK FOR A GAS STATION

WHEREAS, the use by special review (Z20-019) to allow for a gas station in Lincoln Professional Park (the "Use by Special Review"), was approved by Town Council on May 17, 2021, following public notice and hearing;

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

WHEREAS, the expiration date of the Use by Special Review was administratively extended by the Town as provided by the Town Code and is set to expire on August 17, 2022;

WHEREAS, the owner of the real property that is the subject of the Use by Special Review (the "Property Owner") has requested that the Town Council provide an additional extension through at least November 17, 2022 (the "Request"), and staff is recommending an extension to December 31, 2022;

WHEREAS, the basis of the Request is that the Preliminary Site Plan, Site Plan and Minor Development Plat application processes have taken longer than expected, which has impeded the ability of the Property Owner to complete the planning process for a commercial business consisting of a gas station (the "Project");

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

WHEREAS, the Town Council believes that the extension of the Use by Special Review approval through December 31, 2022, encourages flexibility and variety in land development in the Town, and is in the public interest of the Town, because

- (a) there is a need for commercial and retail services to be provided, because of the location and substantial residential development driving demand for convenient commercial uses;
- (b) it provides greater efficiency in the development process, avoiding unnecessary waste and inefficiency in terms of applicant expense, staff time and schedule delays; and
- (c) it continues to promote and support the policies and recommendations of the Parker 2035 Master Plan;

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

WHEREAS, the Town Council desires to partially waive Section 13.01.140(b) of the Parker Municipal Code to extend the expiration date of the Use by Special Review to December 31, 2022.

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

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

Section 2. The Town Council hereby extends the expiration date of the Use by Special Review to December 31, 2022.

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

RESOLVED AND PASSED this _____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: August 1, 2022

Submitted By: Bo Martinez, Deputy Town Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Comprehensive Economic Development Strategic Plan**

Amount: **\$138,125**

Contractor: **Progressive Urban Management Associates, Inc.**

Department: **Town Administrator, Bo Martinez**

EXECUTIVE SUMMARY

This item is to approve a contract with Progressive Urban Management Associates, Inc. (PUMA) to work in partnership with the Town of Parker to develop a comprehensive economic development strategic plan (CEDS). PUMA was selected as the preferred consultant during the Town's Request for Proposals process.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The CEDS framework will position the Town for the future, including a look at conventional economic vitality focus areas such as the following:

- business retention, expansion and recruitment
- advancing primary employment
- evaluation of commercial real estate and existing industries
- diversifying the economy by attracting new and emerging industry sectors
- small business support
- revitalizing commercial and mixed-use corridors including downtown Parker.

PUMA will engage Town staff, elected officials, business and civic leaders, and other community stakeholders in a participatory process to develop the CEDS. The CEDS Plan's outcomes will include the following:

- recommendations to guide economic development in Parker
- promotion of resiliency and diversification
- creation of job opportunities for local residents

- provide short and mid-term actionable recommendations and long-term aspirational initiatives
- identify benchmarks to track and measure success
- enhance our value proposition for all community stakeholders.

FINANCIAL IMPACT

Funding for this project has been appropriated in the 2022 Economic Development Division budget.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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