Town of Parker – Mayor & Council Strategic Planning Retreat
March 3, 2023

Inverness Hotel – 200 Inverness Drive West, Englewood, CO 80112

8:30 a.m.	Welcome - Mayor & Heather Bergman (Facilitator)
8:30 a.m.	Mayor/Council DiSC Assessment & Communications/Teambuilding – (Bergman) - 2 hrs.
10:45 a.m.	Town Strategic Plan & Performance Measures – (Arthur) – 30 min
11:15 a.m.	Public Art Master Plan & Program Update – (Glassburn/Feazell) – 30 min
12:00 p.m.	Lunch Break - Hotel Restaurant
1:00 p.m.	Community Partnerships/Greater Parker Foundation - (Kivela/Fussa) – 1 hr.
2:00 p.m.	Master Plan Update – (Matthews/Fussa) – 45 min
3:00 p.m.	Town Policy Manual – (Arthur) – 30 min
3:30 p.m.	Council Items – Mayor Pro Tem & Acting Mayor Assignments
4:00 p.m.	Conclude

Town of Parker – Mayor & Council Strategic Planning Retreat
February 25, 2022, from 8:30 am to 4:00 pm
Inverness Hotel – 200 Inverness Drive West, Englewood, CO 80112
Meeting Summary – FINAL

ATTENDANCE
Councilmembers: Anne Barrington, John Diak, Laura Hefta, Todd Hendreks, Cheryl Poage, and Joshua Rivero

Mayor: Jeff Toborg

Town Administrator: Michelle Kivela

Town Attorney: Jim Maloney

Town Staff: Andy Anderson; Communications Coordinator; Mary Lou Brown, Finance Director; Mary Colton; Parks, Recreation, and Open Space Director; Weldy Feazell, P3 Director; Carrie Glassburn, Cultural Director; Jamie Wynn, Assistant Town Attorney; Kelsey Hall, Assistant Town Attorney; Bo Martinez, Deputy Town Administrator; Amber Moreno, Human Resources Director; Dannette Robberson, Assistant Town Administrator; Jim Tsurapas, Chief of Police; Chris Vanderpool, Town Clerk; and Tom Williams, Director of Engineering/ Public Works

Facilitation: Heather Bergman and Izzy Sofio

LINK TO PRESENTATION MATERIALS

ACTION ITEMS

Carrie Glassburn and Weldy Feazell	Continue to provide updates to Town Council on the status of the Public Art Master Plan and public art projects.
Cultural Department	• Research art and culture-related grants and donor opportunities in order to showcase the feasibility of using the Greater Parker Foundation for additional sources of revenue. • Work with the Finance and Legal Departments to determine outside costs, inside costs, legal ramifications, and the ROI of using the Greater Parker Foundation in this capacity. • Prepare a report and recommendation to share with the Town Council.
Michelle Kivela	• Create and distribute a timeline for the TA goal setting process. • Make adjustments to the strategic priority descriptions as noted in the summary. • Update the Mayor and Councilmember job descriptions and provide the updated versions to Council.
Michelle Kivela and Jim Tsurapas	Review the list of police-related updates that the Mayor and Councilmembers receive to ensure they are receiving all essential information.
Staff	Provide Council with a plan for alternate funding for recipients of the Community Contribution Grant Program.

PUBLIC ART MASTER PLAN AND PROGRAM UPDATE
Weldy Feazell and Carrie Glassburn provided updates relating to the Public Art Master Plan and Program and provided information about the benefits of art in places people live, work, and visit. Below are key points from the presentation.

Why Public Art is Important to Parker

- Councilmembers and Town staff participated in an interactive activity involving puzzle pieces, movement, and the importance of art to Parker to kick off the presentation.
- Art is important to Parker. It enriches physical environments, supports an active community, provides professional opportunities for artists in Parker, boosts the local economy, drives community pride, serves as a connection between residents and the Town's history, enlivens places where people work, creates supportive learning environments, and positively impacts mood.

What Does More Public Art Mean for Parker?

- Public art is artwork that residents of Parker engage with daily. Public art intends to be inspiring and accessible.
- A few examples of public art include:
  - Traditional sculptures are three-dimensional. This kind of public art can be rotating installations. Parker currently installs rotating sculptures via the Art Encounters program.
  - Art in architecture makes the Town more alluring with art on bridges, parking garages, and building façades.
  - Streetscapes bring fun into function, like playful crosswalks or skate stops.
  - Creative benches can add fun and color to places where people sit.
  - Shade structures provide an opportunity to make what is already there more engaging and inviting. The Town frequently hears there are not enough shade structures in parks. Weather can cause wear and tear on shade structures, so material longevity and cost should be considerations here.
  - Playground art provides an opportunity to add color and fun. Some playground art can be expensive. However, adding paint to a basketball court is one example of a more inexpensive approach to playground art.
  - Landscaping provides an opportunity for art to enhance nature. For example, the stump of a dead tree can create the opportunity for trunk or stump art.
  - Creative trail, gateway, and navigation signage can make standard messages more compelling. The Town is working to put up more signs throughout Parker.
  - Murals, banners, and chalk art are temporary public art installments. They can create destinations for visitors, too.
  - Lighting provides the opportunity to create dimension in spaces where the use of paint or other materials are not feasible. Lighting can also be seasonal to provide holiday spirit (i.e., snowflakes in the winter, hearts around Valentine's Day, and shamrocks around St. Patrick's Day).

What is a Public Art Master Plan?

- A Public Art Master Plan is a comprehensive framework for siting and staging art of any medium in the public domain.
- In addition to a vision and goals, a Public Art Master Plan includes funding, site selection plans, selection of art, contracts, agreements, and insurance.

- Site selection includes planning around location, priorities, implementation, zoning, and easements. Public art needs to be located on Town property or land unless through an agreement or easements. To start, the Town would identify easy areas for installation.
- A Public Arts Master Plan provides an outlined process for agreements, contracts, and insurance, including acquisition and removal of public art, acceptance policies, deaccession, and maintenance.

What Does Parker Have Now?
- In 2015, the Council passed Resolution 15-054, the Public Art Program within the Cultural Department. The program is based on a high-level document without much detail.
- The Town also has the Cultural Commission and the Art in Public Places Committee, comprised of residents and some Town staff.
- The 2035 Master Plan, Development Design Standards requiring art, and streetscape specifications from the Public Works Department also provide opportunities for public art in Parker.

Going Forward
- The Town is working with a student volunteer who is working towards a Master of Urban and Regional Planning from the University of Colorado and researching site selection, best practices, and recommendations for public art in the Town for their capstone project. The results of that work will be available around May.
- Weldy Feazell and Carrie Glassburn are working with other departments and the Cultural Commission to integrate art. Through current projects, including capital projects (i.e., Pikes Peak Sidewalks, West Mainstreet Beautification, and the southern and eastern edges of O'Brien Park), the P3 Public Art Budget (i.e., O'Brien Park Eastern Edge and the Façade, Landscape Improvement Plan), and site plan comments (i.e., design standards and the inclusion of public art into referral comments), public art is working its way into the work of the Town.
- The Mayor and Councilmembers will hear additional information on this topic at future study sessions from Weldy Feazell and Carrie Glassburn.

Clarifying Discussion
- Metro Denver Economic Development Corporation (EDC) suggested utilizing art to delineate the Town, so more people know where Parker is. Art with Parker on it could address that suggestion. Additionally, placing art on the Town's land or buildings is easier than going through an easement or an agreement for private property.
- Many Councilmembers are excited about this plan and the opportunity to enliven Parker through art.

Clarifying Questions
The Mayor and Councilmembers had the opportunity to ask several questions about the Public Art Master Plan. Questions are below in italics, and corresponding answers are in plain text.

Will the Public Art Master Plan incentivize or encourage art from developers?
The Plan will provide the best recommendations to fund public art. It would be ideal if the Town had a stable funding source for public art that would not impact the General Fund. Some communities have a one percent fee dedicated to public art collected through development or redevelopment projects larger than a specific size. The new Public Art Master Plan will identify options such as this for funding future public art in Parker.

How long does it take to establish a Public Art Master Plan?
It will take about one year as most of this work will be done in-house by Town staff. Hiring a consultant would be more expensive and, at this time, would not necessarily be faster. However, a consultant would provide expertise and templates and allow Town staff to focus on other work. Several municipalities recently issued requests for proposals (RFP) for their community's plan.

How much would a consultant cost?
A consultant would cost about $35,000 to $50,000 to create a substantial plan.

How many municipalities have Public Art Master Plans?
It appears that it is more common than not for a municipality to have one. The Colorado Municipal League's (CML) list includes Fort Collins, Colorado Springs, Golden, and Greeley. Many municipalities similar in size to Parker outside of Colorado also have them.

Can the Arts in Public Places Committee assist with the work associated with establishing a Public Art Master Plan?
While the Commission is comprised of artists and some individuals who work at the Denver Art Museum, they are not equipped with the information to create a municipal community plan, but they will be assisting Town staff with the process as appropriate.

GREATER PARKER FOUNDATION (GPF) PRESENTATION
Dannette Robberson provided an overview of the GPF, its current financial condition, and how to transition the GPF. Councilmembers Anne Barrington and Cheryl Poage provided additional context about the GPF.

Overview

- Historically, the GPF has been a reactive entity. GPF would accept donations but has not proactively solicited donations or attempted to apply for grants.
- In 2021, Council approved $10,000 for outside counsel to review the GPF governance documents, update the GPF governance documents, provide consultation on transitioning to a proactive organization, and provide consultation on how to develop an "arm's length" relationship between the Town and GPF.
- Through the process, outside counsel and Town staff identified a gap between GPF's budgeted cost and the anticipated costs needed to expand the scope of the GPF.
- Dannette Robberson, Jim Maloney, Michelle Kivela, Mary Lou Brown, Chris Vanderpool, and Rhonda Willey have all spent significant time on the GPF. Town staff's time on GPF tasks has not been tracked, which Town staff will now do as the GPF transitions its scope. The current GPF and Town of Parker memorandum of understanding (MOU) and Cooperation Agreement does not provide a mechanism for Town expenditure reimbursement or administrative fee recovery from donations.

Transition to Expanded GPF Scope

- In order to expand the GPF scope, a certain critical path is required. The first steps of reviewing and updating the governance documents have been taken. The next step is to identify the mission and goals and develop the necessary policies and procedures to protect the organization and the Town. Lastly, the specific funding needs and feasibility of funding sources for the GPF should be established.

- In addition to establishing the expanded structure of the organization, another critical component of the transition is to attract and seat community board members and officers. Town staff should develop a board and officer profile to attract board members and officers. Town staff will also need to develop selection criteria for board members and officers and an application process, interview process, and selection process, including how many seats to select.
- Lastly, Town staff, community board members, and officers will need to identify the GPF donor profile based on the identified mission, goals, and needs of the GPF. Board members and officers will build relationships with prospective donors and community partners. At this point, the GPF will need a website, marketing materials, branding, and a communication strategy. Lastly, Board members and officers will need to develop additional operating policies and procedures.
- There are no community board members, and the Town staff are in officer roles as it exists now. GPF accepts unsolicited donations, the current MOU and agreement do not provide reimbursement to the Town administrative costs, and Town staff is minimally involved.
- During the interim of the transition, Town staff would stay in officer roles, but there would also be community board members. The GPF would fund Town programs, and GPF members could pursue low-lift fundraising and grant opportunities. The majority of administrative and legal costs would be covered by the General Fund (projected at $55,000 to $75,000 for 2022), and Town staff would be significantly involved in the GPF at this point with the opportunity to hire additional Town staff to work on the GPF. The projected cost does not include potential staffing costs.
- Should the GPF transition to a proactive organization, community members would hold board positions and officer roles, while Town staff would serve as liaisons. The GPF would fund Town programs and other nonprofits and have a development program focused on fundraising and grant writing. At this point, the GPF would sustain itself with minimal Town subsidies. Town staff would be significantly less involved with the work of the GPF.

Presentation from Councilmember Barrington

- Councilmembers Barrington and Poage (current GPF Board members) are developing the GPF mission statement and looking for direction from Council.
- Councilmembers Barrington and Poage researched several similar foundations throughout the Denver Metro area with mission statements. Councilmembers Barrington and Poage envision creating a concise mission statement.
- To apply for a grant, the GPF needs a concept, goal, financial commitment, match funding, general liability insurance, director's liability insurance, an attorney, and a Form 990.
- Art/culture and open space/trails are a few "low-hanging fruit" opportunities the GPF could address first.

Policy Questions

1. What is Council's view on the purpose of the GPF? What problem are we trying to solve? What need are we attempting to meet?
2. With the governance documents updated, what is Council's direction for transitioning to an expanded scope for GPF?
3. Is Council prepared to "seed" the Foundation's expanded scope in 2022?

Clarifying Discussion

- The GPF was not always in its current passive state. When the GPF was initially created, the board was set to generate donations. The Council decided a few years ago to transition the

GPF to its current state, which is to only accept cash donations and not pursue grants, stock donations, or legacy gifts.

- Finding, administering, and managing grant funding requires staff time and capacity. Town staff would like direction from Council about whether to expand the role of the GPF. The previous direction from Council was for Town staff to pause efforts relating to the GPF. With new Councilmembers, Town staff would like clarification on the direction of the GPF and whether to expand the GPF to the point that external board members would eventually take over the responsibility of the GPF.
- Information about the long-term return on investment (ROI), the impact of the transition, whether the Town grows in a way that requires a foundation like the GPF, and the operational procedures of successful community foundations tied to municipalities would be helpful for Councilmembers to know. There are other communities in the Denver Metro area with community foundations like the expanded GPF.
- If other Town departments pursue and receive grants, then there may not be a reason to have the GPF focus on grant writing, too. However, Carrie Glassburn has a list of grants and funding opportunities that her department could go after if they had a nonprofit organization to accept the funding. This will require additional staffing capacity, so staffing capacity is an obstacle.
- Whether there are large donors in the community is unclear. A previous donor study of the community indicated that there are not many large donors in Parker that are willing to donate to a government-based entity. However, there are still opportunities to pursue other funding sources such as stock donations, legacy gifts, etc.
- The majority of federal funding addresses structural needs and requires a match. Grants that fund cultural development are typically available through private foundations. It is beneficial to be a nonprofit applying for grants, especially grants from private foundations. For example, many of the grants on Carrie Glassburn's list of suitable grants will only donate to nonprofits. Additionally, match requirements for nonprofits are typically lower than the requirements for a government, and donations gathered through Colorado Gives Day can only go to nonprofits.

Next Steps

- The Cultural Department will research and pursue art and culture-related grants to showcase the feasibility of grant funding as a pilot project. Over the next three to six months, the Cultural Department will organize a proposal of what the Cultural Department accomplished. The Cultural Department will work with the Finance Department to determine outside costs, inside costs, and the ROI.
- If the Cultural Department (Town) does not receive a grant they applied for, they should follow up to understand why they did not receive the grant to improve future applications.
- Councilmember Poage will provide consultation to Cultural Department staff working on the type of grants available. Due to potential legal concerns, as an elected official she cannot write the grant applications.
- The GPF's Executive Board will draft mission statements for the GPF.
- Also discussed was the need to update the MOU and/or Cooperation Agreement between the Town and GPF regarding reimbursement of administrative costs to the Town.

Clarifying Questions

The Mayor and Councilmembers had the opportunity to ask clarifying questions about the GPF and the presentation. Questions are below in italics, and corresponding answers are in plain text.

The GPF is currently a nonprofit. So, what are the biggest obstacles to applying for grants?
Often grants require an agreement that the Town has to sign. On the federal side, the Town has run into obstacles with agreements relating to affordable housing and Americans with Disabilities Act (ADA) requirements.

When an entity does not receive a grant, does the entity receive information about why they were denied?
For the most part, grant applicants can learn more if they would like to. Sometimes an entity does receive that information. Usually, the reasoning is that the grant was really competitive, and many entities applied.

COMMUNITY CONTRIBUTION GRANT PROGRAM PRESENTATION
Dannette Robberson provided an overview and background of the Community Contribution Grant Program. The Mayor and Councilmembers discussed whether to continue with the program as it is now or to adjust how Parker gives. Below are key points from the overview and discussion.

Overview

- Historically, the General Fund has provided funding for the Community Contribution Grant program. Through the program, the Town awards funding to organizations that apply.
- Award amounts to the organizations have been based on asks rather than a pre-capped funding pool. Historically, individual awards range from $5,000 to $80,000.
- Since 2013, the Crisis Center, Downtown Business Alliance (DBA), Parker Arts and Historical Society (PAHS), Parker Chamber of Commerce, Parkers Senior Center, and the Metro Denver Homeless Initiative Flex Fund, have received funding from Community Contribution Grant program. The Douglas County Youth Initiative (DCYI) and Douglas County Housing Partnership are IGAs that the Community Contribution Grant Program has funded.

Why Does Parker Give?

- Parker gives to fill gaps that address community needs. In this case, either Parker does not provide a given service, the service is provided but not at an adequate level, or it would be more costly for Parker to apply the service directly.
- Parker also gives to organizations and services that align with the Town's priorities.
- Lastly, Parker gives to regional partners to support neighboring communities, contribute to regional efforts, and when there is a regional effort that benefits the community of Parker.

Should the Town Continue Funding the Community Contribution Grant Program through the General Fund?

- It appears that many of the organizations and efforts the program funds could be aligned with a Town department or commission. For example, PAHS could be placed under the Cultural Commission, and the Parker Chamber of Commerce's contribution could come under the Town's Economic Development budget. Some of the groups could eventually be self-sufficient with the Town's assistance rather than solely relying on funding from the Town.
- If the grant continues, it should be a more competitive process with limited available funding. Terminating the grant program altogether could create limited options in the future. Considering how quickly the world has changed in the last few years, flexibility seems important.

- For quasi-governmental agreements, like the Crisis Center and the Senior Center, the Town should establish MOUs or letters of commitment where appropriate to differentiate that funding from the other organizations Parker historically has given.
- The Town's relationship with some of the existing funding recipients could be established through formalized partnerships.
- Additionally, there is a Council policy that outlines the Town's in-kind protocol that may need to be reviewed and re-addressed.

Next Steps

- The Community Contribution Grant Program will be eliminated.
- Town staff will provide Council with an approach moving forward for funding each currently existing funding recipient, including formalized agreements and department-level sponsorships.
- The Town will identify other opportunities to fund worthy organizations and efforts in the future on a case-by-case basis.

TOWN STRATEGIC PLAN AND PERFORMANCE MEASURES

Dannette Robberson provided an overview of the strategic priorities outlined in 2016. The Mayor and Councilmembers discussed whether the previously established priorities are still appropriate for the Town. Below are key points from the overview and discussion.

Strategic Priorities and Performance Measures

- Every year, Town departments participate in an exercise to align departmental activities with the Town's strategic priorities, trickling down to each department division. This is done during the annual budgeting process. Additionally, Town staff identifies strategic priorities in each Council action form used for Council meetings and study sessions.
- The departments actively track performance measures against the Town's strategic goals. Currently, Town staff are working to present performance metrics via an outward-facing dashboard in response to Council's direction to Town staff in July.
- The next step is to develop a performance management system dashboard (i.e., what it looks like, what information is important to share with the public, etc.).

Review of the 2016 Strategic Priorities

The Mayor and Councilmembers reviewed each priority to determine whether it was still appropriate for the Town.

Active Community

The Mayor and Councilmembers found this priority and language appropriate.

Community Creativity and Engagement

The Mayor and Councilmembers found this priority and language appropriate.

Economic Vitality

- The priority description does not include the residential aspect of economic vitality, such as having places for residents to live. However, the "Visionary Community through Balanced Growth" includes that aspect of economic vitality. The concept of mixed-use is in this description.

- The Mayor and Councilmembers found this priority and language appropriate so long as one of the strategic priorities includes the residential aspect of economic vitality to ensure that Parker recognizes housing.

Safe and Healthy Community
The term "public health" has a different meaning than it did in 2016. Town staff should replace "public health" with "wellbeing." The first sentence can be rewritten to include the concept of wellbeing, but it should maintain references to the transportation network.

Collaborative Governance
The first sentence of the priority description appears to be vague, whereas the second sentence includes the actionable components of the priority. Town staff could remove or rewrite the first sentence.

Visionary Community through Balanced Growth

- This priority description is wordy, references infrastructure twice, and lacks clarity. For some Councilmembers, the second sentence ties to the root of Parker, but for others, "healthy and future-focused" does not indicate development. It should focus more on what smart and balanced growth means and looks like in Parker. This priority captured several ideas from 2016. It should convey that Parker is thinking and planning for the future.
- Michelle Kivela, Dannette Robberson, and the Directors will rewrite this priority description. They should reference the original idea mapping that this priority originated from as they rewrite.

Timeline and Next Steps

- The outward-facing performance measure dashboard is budgeted for 2022 and still needs to be determined and selected. Town staff will identify the measures to present externally to ensure that they are meaningful to the community and Council and for decision making.
- In March 2022, an internal employee Performance Management Team will be selected.
- From April to May 2022, the Performance Management Team will determine public-facing performance metrics.
- From June to July, the Town will issue an RFP for the dashboard software unless CivicClerk, the Town's website vendor, can create the dashboard.
- The dashboard launch date will be sometime between August and October 2022.
- Town staff will provide Council with relevant updates as the process continues to move forward.

ELECTED OFFICIALS JOB DESCRIPTIONS DISCUSSION
As directed, Town staff created "job descriptions" for the Mayor and Councilmember roles for the primary use of assisting potential candidates in understanding the position. The drafted descriptions can be found in the retreat packet. The Mayor and Councilmembers discussed their initial thoughts regarding the documents. Below are key points from the discussion.

Discussion and Suggested Changes

- Strategic thinking and leadership, two valuable skills for Councilmembers to have, should be highlighted in the documents more.
- Under the "Transacting Town Business" section for both the Mayor and Councilmember description, a statement such as "shall include but not limited to" should be added.

- It is important that the language informs potential candidates about the position and does not dissuade them from running.
- Both descriptions include a point about the ability to use computers and learn new software programs, which should be changed to reflect that there is a heavy reliance on electronic communication in this role, but not a required skill.
- The responsibility to "review and establish public policies with Council" under the "Strategic Planning" should read as "with the Mayor or Staff."
- In the Mayor's job description, the third bullet point under the "Time Commitment" section needs clarification of how the Mayor responds to the listed items.
- There should be a point in both descriptions that speaks to the collaborative work environment that the Mayor and Councilmembers operate within (i.e., informing the Mayor and Councilmembers of information learned through other roles and taking ideas from community members to the Mayor and Councilmembers first).
- The descriptions should include language regarding Councilmembers' role to be an information conduit to constituents.
- The responsibility of the Mayor and Councilmembers to serve on committees and liaison assignments should be emphasized.
- Town staff will add an asterisk to this document that explains the informational purpose of the job description documents and that they are not policy documents.

Next Steps

- Town staff will edit the job descriptions and email the updated descriptions to the Mayor and Councilmembers.
- The descriptions will be posted with other election-related information on the Elections page.

STRATEGIC LEADERSHIP DISCUSSION

Before the retreat, Councilmember Hefta sent the Mayor and Councilmembers an email with strategic leadership examples. Councilmembers discussed strategic leadership within the Council setting. Below are key points from the discussion

- Town Council operates at a strategic level, and the ability to think at that level is an important quality for the Mayor and Councilmembers to have.
- While strategic leadership is important, people arrive at that level of understanding in different ways. For some people, that is training, and for others, that is an experiential process. Ultimately, individuality helps the organization run. Understanding how to combine different skills, expertise, and approaches is critical to the success of the Council, as is following the protocols that help a body of elected officials come to a consensus.
- When new Councilmembers join, Council undergoes a process of group norming to bring new Councilmembers up to speed regarding their outlined and expected roles and responsibilities.
- Strategic leadership information will be included in the candidate informational packet. During the pre-candidate meeting, the Mayor and Councilmembers hosting will emphasize how critical strategic leadership and thinking are for Councilmembers.

COUNCIL COMMUNICATIONS DISCUSSION

Although Council is working together well, Council discussed communication expectations and processes, especially in light of recent events in the Town. Below are key points from the discussion

Legislative Communication

Council would like Town staff to provide the Council with regular updates on any legislation that Council supports or has taken a position on, such as the Regional Transportation District (RTD) bill.

Public Comments Relating to Council Decisions

- Once Council makes a decision on a topic, some Councilmembers would like Councilmembers to avoid public speaking in support of the dissenting decision. For example, Council made a decision regarding the grocery tax last year, but some members of Council continue to speak in favor of eliminating the grocery tax. Some Councilmembers expressed that Councilmembers should represent the consensus that Council reaches on a subject. Additionally, one Councilmember commented that it is not appropriate that items are continuously brought up after the Council takes a position on the item. Other Councilmembers cited the First Amendment right of freedom of speech and their ability to support something outside of their Councilmember role independently.
- When a Councilmember is passionate about a given topic that Council is discussing, they should ask for additional information to make decisions based on data.
- If a Councilmember does not agree with the vote of Council, they should abide by the vote. However, if the Councilmember does not speak negatively of Council, they are able to speak their opinion on the topic in public.

The Communication Role of the Mayor

The Mayor is the spokesperson for the Council.

Council Communication During a Community Crisis

- Most Councilmembers wait to speak publicly about high-profile events until discussing them as Council at a meeting or receiving information from the Mayor. If one Councilmember comments on something while others wait to comment, the community may perceive Council as disunified. Although the intent may be good, it is important for Council to be on the same page with their messaging to the community before speaking publicly on a topic.
- When something that may be controversial or of public interest occurs in the Town, the Mayor and Councilmembers should notify one another to ensure that everyone knows what is happening. If the Mayor or the Town Administrator is addressing the issue, they should notify the Councilmembers. An email stating, "we are on this," would be sufficient. Additionally, the Town Administrator and staff may not be aware of items on social media, so it is helpful to make them aware as well.
- Councilmembers may have their personal Facebook accounts and their Councilmember accounts. They should be sure to use each account appropriately.

Additional Points

- Council meetings move quickly and are packed with tasks that Councilmembers need to address. Councilmembers should bond offline to build a foundation of stronger communication amongst the Council. As long as meetings with three or more Councilmembers are posted, Councilmembers can still meet, talk, and spend time with one another.
- There was a request to add time to the Study Sessions to allow for more brainstorming and free-flowing discussion.
- Councilmembers are bombarded with emails, and it can be difficult to stay on top of them. Additionally, each Councilmember may prefer to receive communication differently.

- Understanding the communication preferences and styles of Councilmembers, the Mayor, and the TA might help create a stronger communication network.
- Michelle Kivela and Chief Jim Tsurapas will review the list of police-related updates that the Mayor and Councilmembers receive to ensure they are receiving essential information.

2022 ELECTION CALENDAR AND BALLOT QUESTIONS

Jim Maloney and Jamie Wynn presented about Town Council election logistics and election ballot issues. Below are key points from the overview of the 2022 election calendar.

2022 Election

- The upcoming election will fill three Town Council seats. Here are the dates relevant to the candidate application process and the election.
  - Pre-Candidate Orientation: Wednesday, July 27, 2022
  - Circulate Petitions: Tuesday, August 9, 2022 – 1st day
  - Petitions Due to Town Clerk: Monday, August 29, 2022
  - Candidate Orientation: Wednesday, September 7, 2022
  - Election Signs: Saturday, October 1, 2022 – 1st day
  - Mail Ballots: Monday, October 17, 2022 – 1st day
  - Election: Tuesday, November 8, 2022
  - Initial Public Official Onboarding: Monday, November 21, 2022
  - Swearing In: Monday, December 19, 2022 (12/12/2022, if no recount)

Ballot Questions

- The Town Attorney's Office will need to know in June if the Mayor and Councilmembers want a ballot question(s) relating to the Charter so that the Town Attorney's Office can bring an ordinance to Council and ensure there is time for the two required readings on July 5, 2022, and July 18, 2022.
- Councilmembers do not need to ask questions or request information on the following ballot questions until June.

Section 3.1 Town Council

- The recommendation is to update Section 3.1 of the Charter so that Town Council can appropriately set fines and imprisonments by ordinance. In 2013, State law changed so that municipal courts of statutory cities and towns have the authority to impose a fine of $2,650 and imprisonment of 364 days. The Charter establishes the maximum fine at $1,000 and imprisonment to one year in jail.
- The purpose of this recommendation is to update the Charter so that it is consistent with State law.
- This adjustment cannot be made through an ordinance because it pertains to the Charter.
- Councilmembers shared no objections to or questions about the recommendation.

Section 8.3 Police Department

- The recommendation is to amend Section 8.3 of the Charter so that the Police Chief can administer the oath to new police officers. Currently, the judge or Town Clerk has that authorization.
- Councilmembers shared no objections to or questions about the recommendation.

Section 4.6 Departments Created

- The recommendation is to amend Section 4.6 so that it is consistent with Section 15.19 of the Charter, which was amended in 2019. The 2019 amendment authorized the TA to prepare the Personnel Manual for the Town.
- Councilmembers shared no objections to or questions about the recommendation.

Charter Reference to TA

- The recommendation is to amend the Charter so that the term "Town Administrator" is changed to "Town Manager," which is the commonly used term in the field of municipality management.
- Councilmembers shared no objections to or questions about the recommendation.

Taxpayer Bill of Rights Act (TABOR) Ballot Questions

If there is interest in TABOR-related ballot questions, of which there is none at this time, Councilmembers should notify the Town Attorney's Office by June to allow enough time to prepare for the required first and second reading.

Town Council Pre-Candidate and Candidate Meeting Host

- The Mayor and one Councilmember typically host the pre-candidate and candidate meetings before the election.
- Both Councilmembers Hefta and Diak are interested in supporting the Mayor during these meetings. Councilmembers Hefta and Diak will both support the Mayor.
- The meetings will be posted, as there will be two or more members of Council together for these meetings.

TOWN ADMINISTRATOR 2022 GOAL SETTING

Michelle Kivela, the Mayor, and Councilmembers discussed how to approach Town Administrator (TA) 2022 goal setting. Below are key points from this discussion.

- Currently, there is not a process for TA goal setting. Michelle's performance evaluation is in September, so discussions on goals should start in July each year prior to the evaluation in September.
- Michelle will identify her goals using strategic priorities – i.e., one goal for each of the six strategic priorities. These should be high-level goals and not tactical or operational, but strategic shared items for the upcoming year.
- The review process will still be that the Mayor and Council will score Michelle on the five competencies identified in her performance evaluation. Michelle will share what she aspires to accomplish in relation to the strategic priorities over the next year.
- Michelle, working with the Mayor and Human Resources, will create and distribute a timeline for the overall performance evaluation and goal setting process.

CLOSING THOUGHTS AND ANNOUNCEMENTS

The Mayor and Councilmembers shared their takeaways from today, including an appreciation for notably increased laughter amongst Council, respect for fellow Councilmembers, and appreciation for all that Town staff do.

MEMORANDUM

TO: Honorable Mayor and Members of Town Council

FROM: Diane Arthur, Assistant Town Manager

DATE: March 3, 2023

SUBJECT: **Town Strategic Plan & Performance Measures**

ISSUE:

The Town of Parker Strategic Plan was developed in 2016 with recommended changes provided by the Town Council in their February 2022 Retreat. Council will provide further direction if any additional changes to the Strategic Plan are warranted and staff will provide a concept for tying Strategic Plan Priorities to assist in the creation of public-facing performance measures.

FISCAL/BUDGET IMPACT:

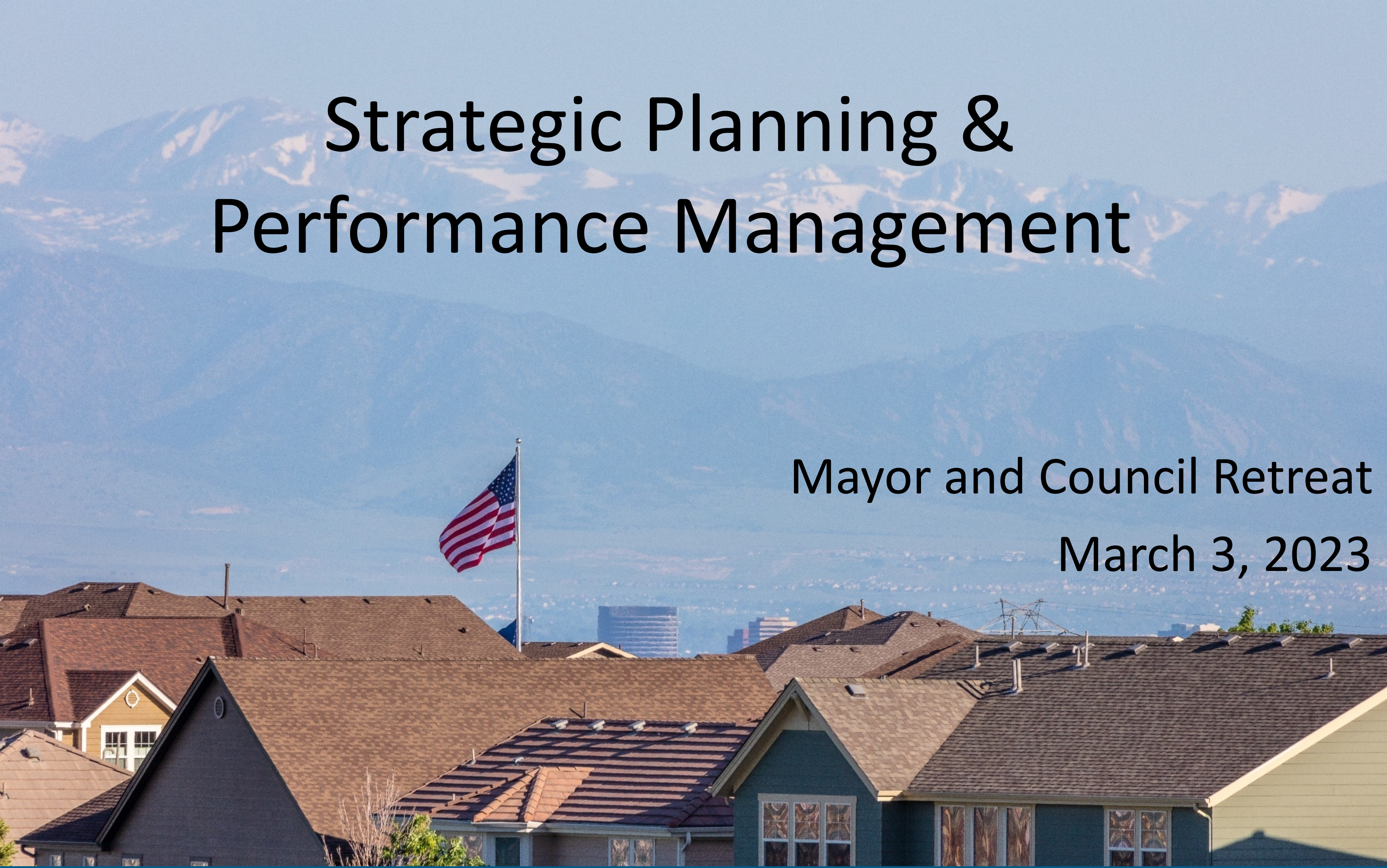
BACKGROUND:

RECOMMENDATION:

REQUESTED DIRECTION:

ATTACHMENT:

1. Strategic Planning & Performance Management
2. Performance Management Data Dictionary



Strategic Planning & Performance Management

Mayor and Council Retreat

March 3, 2023

TOWN OF PARKER

PARKER COLORADO

Presentation Overview

- Strategic Priorities Review
  - Are previous changes acceptable?
  - Any new changes?
- Performance Management Plan
  - Streamline public-facing performance metrics

Strategic Priorities

Support an Active Community

Promote a Safe & Healthy Community

Foster Community Creativity & Engagement

Enhance Economic Vitality

Develop a Visionary Community through Balanced Growth

Innovate with Collaborative Governance

Support an Active Community

Parker will demonstrate our commitment to the health of our community, both indoors and out by providing access to outstanding parks, trails and recreation amenities and activities. We promote a healthy lifestyle and work to meet the needs of a diverse, multigenerational community.

Foster Community Creativity & Engagement

Parker will stimulate community creativity and engagement through high-quality cultural and educational programs and amenities. These will include family-friendly community events, accessible cultural venues, state-of-the-art facilities and innovative lifelong learning opportunities, all of which are vital to a creative community.

Enhance Economic Vitality

Parker will be an area leader for economic growth by supporting the development of thriving businesses and industry. We will play a critical role in shaping quality of life, creating a sense of place, and providing fiscal stability for the community.

Parker will be an area leader for economic growth by supporting the development of thriving businesses and industry. We will play a critical role in shaping a quality of life through exceptional residential, commercial, and open space development; and creating a sense of place that attracts new employees, residents and visitors to ensure fiscal stability for the community.

Promote a Safe & Healthy Community

Parker will promote the ~~public health~~ wellbeing and safety of our community by protecting our residents’ welfare through prevention services and a safe transportation network. Parker fosters a feeling of personal safety and security through a visible, responsive public safety presence and a proactive focus on prevention, intervention and safety education.

Innovate with Collaborative Governance

~~Parker will support transparency, accountability, and fiscal sustainability by using innovative techniques to optimize performance.~~ We engage in regional relationships and governing partnerships, including our education, fire, water providers and governmental agencies. Parker employs a high quality, dedicated workforce to support these goals.

Develop a Visionary Community Through Balanced Growth

Parker will demonstrate our commitment to balanced growth, well-planned ~~community~~ development, and quality infrastructure using a visionary plan for a sustainable future. We support a healthy, future-focused community with exceptional services, while preserving our historical elements and ~~a~~ hometown feel. ~~Parker supports well-planned development and excellent infrastructure.~~

Performance Management Plan

- Why Performance Management is important
- Performance Metric Selection & Strategic Plan
- Performance Management Team
- Process
- Performance Metrics & Data Sources

"What gets measured, gets done, what gets measured and fed back gets done well, what gets rewarded gets repeated." – John E. Jones III

Performance Management Plan

- Performance Metric Selection & Strategic Plan
- Performance Management Team
- Process
- Performance Metrics & Data Sources

GENERAL FUND: EXPENDITURES

Department: Public Works

PERFORMANCE MEASURES BY STRATEGIC GOAL

Engineering

	2018	2019	2020	2021

Develop a Visionary Community through Balanced Growth

- OUTPUT MEASURE: Number of right-of-way permits administered and inspected
  Right-of-way permits are an indicator of the amount of utility and development construction occurring in the Town that requires oversight and inspection by Engineering staff.

	2018	2019	2020	2021
	200	300	300	200

- OUTPUT MEASURE: Number of site plans reviewed and inspected
  Site plans are one indicator of the amount of development occurring in the Town which requires Engineering staff to review and inspect public improvements associated with those projects.

	2018	2019	2020	2021
	100	100	130	100

Streets

Promote a Safe and Healthy Community

- OUTPUT MEASURE: Square yards of streets milled and resurfaced by Town contractors
  Maintaining Town streets at a high level allows for safe and efficient travel by residents as well as protecting the investment.

	2018	2019	2020	2021
	118,699	114,600	57,782[1]	90,000

- OUTPUT MEASURE: Number of potholes repaired by Town crews
  The quick repair of potholes assures residents that the Town is responsive and engaged in maintaining the community. These repairs ensure that the roadway does not deteriorate further.

	2018	2019	2020	2021
	566	720	1,301	685

Online Performance Metrics & Data Sources

Support an Active Community

Special Events- Town Sponsored

Source: (Excel Workbook maintained by Communications)

What This Measures: The number of individuals who showed interest in attending a large Town-sponsored Special Event

Why This Matters: Special Events are a way of connecting and engaging with our residents and providing them with events that enrich their lives as Parker residents.

Responsible Department: Communications- Town Manager’s Office

Staff Contact: Brooke Spain, Events Manager

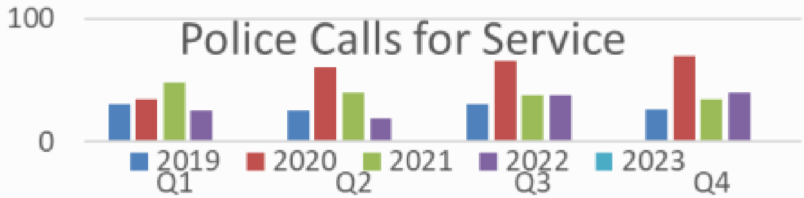
Online Performance Metrics (External)

Promote a Safe and Healthy Community

Police Service Calls- Quarterly

What This Measures: The total number of police calls for service

Why This Matters: The Police Department utilizes this data to determine staffing and resource levels. It is important that the Town stay ahead of trends to ensure emergency response services are readily available to residents and visitors.



Strategic Plan & Performance Measures Dashboard Timeline

March 2023
Confirm Council Priorities

March 2023
Assemble Performance Management Team

April – May 2023
Identify Public-Facing Performance Measures

May – July 2023
Build and launch Performance Measures Webpage

Budget 2024 Process
Research and price dashboard software solutions

Questions or Comments?

Performance Management Data Dictionary	Town of Parker March 2023

1. Why Performance Management is Important
2. Performance Metric Selection & Town Council Strategic Plan
3. Performance Management Team
4. Process
5. Performance Metrics & Data Sources (Draft)

"What gets measured, gets done, what gets measured and fed back gets done well, what gets rewarded gets repeated." **- John E. Jones III**

1. Why Performance Management is Important

Performance Management plays a major role in the success of an organization, by helping to align its vision with its employees, resources, and policies to support the strategic goals.

Performance metrics help an organization to better define success and collect and analyze data to determine if it is operating efficiently, effectively and meeting the council's strategic goals.

Key performance indicators provide a full picture of organizational operations and provides insights into potential opportunities for improvement; or alert teams of future challenges or concerns. The data allows staff to make necessary adjustments to meet the future needs of the Town.

<u>High-Performing Performance Management System Outcomes:</u>

- Provides insight into how we measure against peer communities
- Increases operational efficiencies- going from good to Great
- Increases transparency, accountability, and communication
- Supports data-driven decision making to align the Town budget with community needs
- Improves resource allocation

<u>Keys to Success:</u>

- Measure what matters
- Allow standards and metrics to grow and evolve with the organization
- Set targets where possible
- Transparency and engagement with the public

2. Performance Metric Selection & Town Council Strategic Plan

Performance metrics shall be selected to coordinate with the Town Council Strategic Plan. The Plan serves as a guiding document for success within the Town of Parker. As an organization, it is our responsibility to be successful in supporting the six Council goals that make up the Plan: (1) Support an Active Community (2) Foster Community Creativity and Engagement (3) Enhance Economic Vitality (4) Promote a Safe and Healthy Community (5) Innovate with Collaborative Governance (6) Develop a Visionary Community Through Balanced Growth.

The metric selection process shall be conducted by a cross-departmental Performance Management Team (PMT). The PMT shall begin by collecting all metrics currently reported throughout the Town by various departments.

Following a thorough analysis of current and potential performance metrics, each PMT Lead shall identify the top 3-5 performance indicators that best align with the Town Strategic Goals; are truly measurable; and relevant for public view on the Town's website.

***Note: Departments may continue to collect data on internal practices for their own purposes. Those internal data collections will not be shared on the public-facing dashboard.**

3. Make-up of the Performance Management Team

The cross-departmental Performance Management Team (PMT) shall be comprised of one PMT Lead from each of the following departments/divisions to discuss and decide what Town services, programs, etc., to track and measure that support the Town Council Strategic Plan Goals.

Communications

Community Development

Cultural

Economic Development

Finance / Information Technology

Human Resources

Parks & Recreation

Police

Public Works

Town Manager

Town Clerk

4. PMT Process

- By the first week of each quarter the designated PMT Lead shall assemble the data and enter it into the system
- Quarterly PMT Meetings: review the data to identify anomalies or data errors and make corrections; determine if current data collection is still valuable/relevant information; identify any growth opportunities for new performance metric areas

5. Performance Metrics and Data Sources

Support an Active Community

Special Events- Town Sponsored

Source: (Excel Workbook maintained by Communications)

What This Measures: The number of individuals who showed interest in attending a large Town-sponsored Special Event

Why This Matters: Special Events are a way of connecting and engaging with our residents and providing them with events that enrich their lives as Parker residents.

Responsible Department: Communications- Town Manager's Office

Staff Contact: Brooke Spain, Special Events Manager

Manage Parks & Recreation Cost Recovery Goals

Source: (XX software, Excel Workbook maintained by Parks & Recreation))

What This Measures: The cost of providing Parks and Recreation programs/services versus the revenue collected.

Why This Matters: Parks and Recreation services and programs are designed to promote community health, wellbeing, and community engagement. Established cost recovery goals for 11 service categories ensures that staff can identify which programs are most balanced between service cost and cost recovery goals and identify those that may need to be improved.

Responsible Department: Parks and Recreation

Staff Contact: Name, title

Foster Community Creativity and Engagement

Town Social Media Engagements

Source: (Analytics maintained by various Town administered social media platforms)

What This Measures: Recorded likes/reactions/clicks/comments to the Town's social media platforms

Why This Matters: The data serves as a record in providing more public engagement opportunities with the Town

Responsible Department: Communications- Town Manager's Office

Staff Contact: Andy Anderson, Communications Manager

Performing Art and Local Art Performance Attendance

Source: (XX software, Excel Workbook maintained by Cultural)

What This Measures: The number of member attendance at national performing artist and local art organization performances.

Why This Matters: Tracking attendance measures successful programming/content, that creates more cultural experiences for Parker residents and visitors and increases sales tax revenue for the community.

Responsible Department: Cultural

Staff Contact: Name, title

Enhance Economic Vitality

Business Licenses

Source: (XX software, Excel Workbook maintained by Finance)

What This Measures: The number of business licenses issued by the Town

Why This Matters: Ensures that all businesses operating in the Town comply with the Town Code and sales tax requirements that support Town services; Business licenses also provide demographic information that assists in the Town's economic development planning.

Responsible Department: Finance

Staff Contact: Name, title

Commercial Permits

Source: (XX software, Excel Workbook maintained by Community Development)

What This Measures: The number of commercial building permits issued (monthly/quarterly)

Why This Matters: The number of permits issued is an indicator of building activity in Town and is a surrogate measure for the level of development interest and investment activity in town.

Responsible Department: Community Development- Engineering

Staff Contact: Name, title

Promote a Safe and Healthy Community

Potholes Repaired by Town Crews

Source: (Road Matrix software, Excel Workbook maintained by Public Works)

What This Measures: Number of potholes repaired by Town Crews

Why This Matters: Quick repair of potholes delays more costly repairs to Town-maintained roads; limits costly vehicle damage.

Responsible Department: Public Works

Staff Contact: Name, title

Traffic Accidents

Source: (XXX software, Excel Workbook maintained by Police)

What This Measures: The number of traffic accidents occurring on a public road in the Town of Parker

Why This Matters: Assists in determining future traffic enforcement staffing needs and traffic safety education programming.

Responsible Department: Police

Staff Contact: Name, title

Innovate with Collaborative Governance

Voluntary Turnover Rate

Source: (XX software, Excel Workbook maintained by Human Resources)

What This Measures: The rate of voluntary separation of service by full-time and part-time (benefitted Town employees)

Why This Matters: It is costly and time-consuming to replace personnel. High turnover rates may also have a negative impact on service delivery. Understanding why people choose to leave the organization will assist in developing strategies to prevent future personnel losses.

Responsible Department: Human Resources

Staff Contact: Name, title

Liquor License Process Rating

Source: (XX software, Excel Workbook maintained by Town Clerk)

What This Measures: Liquor license applicants rating Town Clerk assistance as Good or Excellent

Why This Matters: Indicates service level experience within the Town Clerk's Office and assists in building positive relationships with the business community.

Responsible Department: Town Clerk

Staff Contact: Name, title

Develop a Visionary Community Through Balanced Growth

Site Plan Reviews/Inspections

Source: (XX software, Excel Workbook maintained by Public Works)

What This Measures: The number of site plans reviewed & inspected by the Town

Why This Matters: Site plans are one way to measure new Town development; allowing staff to ensure new development meets the Town Code; and assists in determining future demand on Town services.

Responsible Department: Community Development- Engineering

Staff Contact: Name, title

Right-of-Way Permits/Inspections

Source: (XX software, Excel Workbook maintained by Public Works)

What This Measures: The number of right-of-way permits administered & inspected

Why This Matters: Serves as an indicator of current development occurring in the town; assists in determining future demand on Town services.

Responsible Department: Community Development- Engineering

Staff Contact: Name, title

MEMORANDUM

TO: Honorable Mayor and Members of Town Council

FROM: Michelle Kivela, Town Manager

DATE: March 3, 2023

SUBJECT: Community Partnerships Funding/Greater Parker Foundation

---

ISSUE:

The purpose of this topic is to discuss the Town's non-profit, community partnerships funding. We will briefly provide information on what the Town has done in the past and our current process. We will provide information at the Retreat regarding our current activities, any needed changes, and other opportunities/options, such as Community Development Block Grant (CDBG) funds. As part of this discussion, we will also provide an update on the Greater Parker Foundation (GPF) and request direction from Council on next steps. Attached in the packet for background, are the 2023 non-profit/community partners funding agreements and new/updated GPF documents.

FISCAL/BUDGET IMPACT:

BACKGROUND:

RECOMMENDATION:

REQUESTED DIRECTION:

ATTACHMENT:

1. Crisis Center Funding Agreement
2. DBA Funding Agreement
3. PAHS Funding Agreement
4. Parker Chamber of Commerce Funding Agreement
5. Senior Center Funding Agreement
6. GPF Amended Restated Articles and Bylaws
7. GPF Board Policy Manual 2022
8. GPF Cooperation Agreement

FUNDING AGREEMENT

THIS FUNDING AGREEMENT (this "Agreement") is made and entered into this 13th day of December, 2022, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Crisis Center, a Colorado nonprofit corporation ("Crisis Center").

RECITALS

A. Crisis Center is a Colorado nonprofit corporation organized under Section 501(c)(3) of the Internal Revenue Code. The Crisis Center's status as a 501(c)(3) organization qualifies it to accept charitable contributions.

B. Crisis Center is an organization that exists to end domestic violence through advocacy, education, and prevention while helping communities live free of violence.

C. The Town desires to provide funding to Crisis Center to support Crisis Center's programming and services for Parker residents and others within its service area.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town and the Crisis Center agree as follows:

1. **FUNDING COMMITMENT**.

   (a) Current Year. Subject to the terms and conditions of this Agreement, the Town shall provide the Crisis Center funding in the amount of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) for Fiscal Year 2023 (the "Funds"), provided, however, that the Funds shall be subject to appropriation and approval of the 2023 Town of Parker Budget. In the event that the Town Council does not approve the Town budget, including any appropriation of the Funds, the Town shall have no liability to the Crisis Center for the Funds. If the Funds are available, the Town shall distribute the Funds to the Crisis Center as a lump sum on January 15, 2023.

   (b) Subsequent Terms. If the parties renew this Agreement in subsequent years, the Funds to be provided by the Town shall be subject to appropriation and approval of the budget for that Renewal Term, as defined below. In the event that the Town Council does not approve the Town budget for that year, including any appropriation of Funds, the Town shall have no liability to the Crisis Center for the Funds for that Renewal Term. If the Funds are available, the Town shall distribute the Funds to the Crisis Center on January 15th of the Renewal Term year.

2. **TERM**. The term of this Agreement shall be one (1) year, commencing on January 1, 2023 and terminating on December 31, 2023. Thereafter, the Town shall have the sole option to renew this Agreement for additional one-year periods (each, a "Renewal Term") under the same terms and conditions of the original Agreement by issuance of an Extension Letter. No

later than May 1st of each year, the Crisis Center shall make a request for the amount of Funds for the Renewal Term. The Town shall include the amount of Funds appropriated for the Crisis Center for the Renewal Term in the Extension Letter. The Extension Letter shall be deemed an amendment to this Agreement. Continuation of the Agreement beyond the initial period is a Town prerogative and not a right of the Crisis Center and will be exercised only when such continuation is clearly in the best interest of the Town. If the Crisis Center does not wish to extend the Agreement, it shall notify the Town no less than sixty (60) calendar days prior to the expiration of the then-current term.

3. **REPORTING REQUIREMENTS**. The Crisis Center shall make its financial and/or operational reports available to the Town either annually or upon request. The reports shall include all revenue, expenditures, grants, donations, or other financial information as it relates to the Crisis Center. Additionally, the Crisis Center shall provide quarterly reports of its activities and the outcomes of each program area to the Town, including the measurements listed below:

   (a) Parker residents utilizing the crisis line.

   (b) Parker residents receiving ongoing services.

   (c) Trainings/education provided to Parker residents.

4. **CRISIS CENTER'S RESPONSIBILITIES**. In exchange for receipt of the Funds, the Crisis Center shall provide services to the local community for advocacy, education, and prevention of domestic violence, including, but not limited to: a 24-hour crisis line; emergency shelter; therapy; legal advocacy and community-based advocacy; prevention activities; education; and outreach for adults and children impacted by domestic violence and the community while utilizing best practices, evidence-based programs, and planning innovative and collaborative ideas for the future and sustainability of the organization.

5. **NONAPPROPRIATION**. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the Town as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The Town shall give the Crisis Center written notice of such non-appropriation.

6. **ENTIRE AGREEMENT**. This Agreement is the entire Agreement between the Crisis Center and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein. The Crisis Center's rights and obligations shall be solely governed by the terms and conditions of this Agreement.

7. **NONASSIGNMENT**. Neither party shall assign this Agreement without the prior written consent of the other party. The Crisis Center shall be responsible for the acts and omissions of its agents, employees, and subcontractors. This Agreement is voidable by the Town and the Town may terminate this Agreement if the Crisis Center assigns or subcontracts its performance of this Agreement without the prior written consent of the Town, which may be denied or conditioned in the sole discretion of the Town. Any such assignment or

subcontracting without the Town's prior written consent shall be a material breach of this Agreement. Subject to these limitations, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

8. **TERMINATION**. Either party may terminate this Agreement in whole or in part, with or without cause, upon thirty (30) days' written notice to the other party. In the event of early termination, the Town will not be obligated to disburse any of the Funds that are scheduled to be distributed to the Crisis Center in a subsequent calendar quarter. In the event the Crisis Center terminates this Agreement, it shall return all Funds received for the then-current term.

9. **RELATIONSHIP OF THE PARTIES**. The Town and the Crisis Center are and shall remain separate legal entities. The Crisis Center shall retain sole authority over its facility and operations, including decisions about programming and services offered to its members.

10. **INDEPENDENT CONTRACTOR STATUS; PAYMENT OF TAXES AND UNEMPLOYMENT INSURANCE**. The Crisis Center has the status of an independent contractor and is not an agent, servant, or employee of the Town. The Crisis Center and its employees are not entitled to workers' compensation benefits through the Town. The Crisis Center is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Crisis Center and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by an entity other than the Town. The Crisis Center hereby acknowledges full and complete liability for and timely payment of all local, state, and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes, and income taxes.

11. **NOTICES**.

    (a) Key Notices. "Key Notices" under this Agreement are notices regarding Agreement default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

    To the Town:

    and (send to all) Town of Parker
    Attn: Jim Tsurapas, Chief of Police

18600 Lincoln Meadows Parkway
Parker, CO 80134
jtsurapas@parkeronline.org

Town of Parker
Attn: Legal/Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138
legal@parkeronline.org

To the Crisis Center: Crisis Center
Attn: Amy McCandless
P.O. Box 631302
Littleton, CO 80163
amccandless@thecrisiscenter.org

All Key Notices to the Town shall include a reference to the Agreement, including the Crisis Center's name and the date of the Agreement.

(b) Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic mail" means email.

12. **MISCELLANEOUS**.

(a) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Douglas, State of Colorado.

(b) Waiver. This Agreement or any of its provisions may not be waived except in writing by a party's authorized signatory. The failure of a party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

(c) Nondiscrimination. The Crisis Center shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, gender identity, veteran status, or any other basis prohibited by federal, state, or local law.

(d) Severability. If any provision of this Agreement or the application thereof to any person or in any circumstance shall be unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or in other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(e) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification and warranty provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

(f) No Third-Party Beneficiaries. The enforcement of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Town and the Crisis Center. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Agreement be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the Town and the Crisis Center that any such person or entity, other than the Town and the Crisis Center, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

(g) Publicity. The Crisis Center may identify the Town as a "funding partner" on its website and in its official publications. However, the Town should not be referred to as a "sponsoring agency." Other proposed uses of the Town's name, logo, or other identifying information by the Crisis Center are not permitted without the prior written consent of the Town.

(h) Execution by Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if a notary block appears on the signature page. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

(i) Signature Authority. The individual signing this Agreement on behalf of the Crisis Center represents and warrants to the Town that he/she/they have full authority to enter into this Agreement on behalf of the Crisis Center and to bind the Crisis Center to the terms and conditions of this Agreement.

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

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

TOWN OF PARKER, COLORADO

By: ______________________________
Michelle Kivela, Town Manager

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Town Attorney's Office

CRISIS CENTER,
A Colorado nonprofit corporation

By: ______________________________
Jennifer Walker, Executive Director

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of October, 2022, by Jennifer Walker, as Executive Director of Crisis Center.

My commission expires: May, 23 2023.

SEAL

____
Notary Public

Marcela Wilcox
Notary Public
State of Colorado
Notary ID 20194019662
My Commission Expires May 23, 2023

FUNDING AGREEMENT

THIS FUNDING AGREEMENT (this "Agreement") is made and entered into this 13th day of December, 2022, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Downtown Business Alliance of Parker, a Colorado business alliance ("DBA").

RECITALS

A. The DBA is a Colorado business alliance organized under Section 501(c)(6) of the Internal Revenue Code. The DBA's status as a 501(c)(6) organization qualifies it to accept charitable contributions.

B. The DBA is an entrepreneurial business alliance that promotes and supports businesses in the downtown Parker area by organizing events, marketing, and creating partnerships to benefit member businesses.

C. The Town desires to provide funding to the DBA to support the DBA's programming and services for Parker residents and businesses.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town and the DBA agree as follows:

1. **FUNDING COMMITMENT**.

   (a) Current Year. Subject to the terms and conditions of this Agreement, the Town shall provide the DBA funding in the amount of Seven Thousand and 00/100 Dollars ($7,000.00) for Fiscal Year 2023 (the "Funds"), provided, however, that the Funds shall be subject to appropriation and approval of the 2023 Town of Parker Budget. In the event that the Town Council does not approve the Town budget, including any appropriation of the Funds, the Town shall have no liability to the DBA for the Funds. If the Funds are available, the Town shall distribute the Funds to the DBA one annual payment on January 15, 2023.

   (b) Subsequent Terms. If the parties renew this Agreement in subsequent years, the Funds to be provided by the Town shall be subject to appropriation and approval of the budget for that Renewal Term, as defined below. In the event that the Town Council does not approve the Town budget for that year, including any appropriation of Funds, the Town shall have no liability to the DBA for the Funds for that Renewal Term. If the Funds are available, the Town shall distribute the Funds to the on January 15th of the Renewal Term year.

2. **TERM**. The term of this Agreement shall be one (1) year, commencing on January 1, 2023 and terminating on December 31, 2023. Thereafter, the Town shall have the sole option to renew this Agreement for additional one-year periods (each, a "Renewal Term") under the same terms and conditions of the original Agreement by issuance of an Extension Letter. No

later than May 1st of each year, the DBA shall make a request for the amount of Funds for the Renewal Term. The Town shall include the amount of Funds appropriated for the DBA for the Renewal Term in the Extension Letter. The Extension Letter shall be deemed an amendment to this Agreement. Continuation of the Agreement beyond the initial period is a Town prerogative and not a right of the DBA and will be exercised only when such continuation is clearly in the best interest of the Town. If the DBA does not wish to extend the Agreement, it shall notify the Town no less than sixty (60) calendar days prior to the expiration of the then-current term.

3. **REPORTING REQUIREMENTS**. The DBA shall make its financial and/or operational reports available to the Town upon request. The reports shall include all revenue, expenditures, grants, donations, or other financial information as it relates to the DBA. Additionally, the DBA shall provide quarterly reports of its activities and the outcomes of each program area to the Town at Council Study Sessions, including the measurements listed below:

   (a) Number of workshops, events, and meetings, etc. including the number of attendees.

   (b) Number of newsletters distributed.

4. **DBA's RESPONSIBILITIES**. In exchange for receipt of the Funds, the DBA shall engage in the following activities:

   (a) Community Events and Programming

      i. Monthly Adopt-a-Street from May through October and bi-monthly (every other month) Adopt-a-Street from November through April.

      ii. Host the annual food drive to benefit Secor.

      iii. Host two communitywide events.

   (b) Business Support

      i. Host member events on a bi-monthly (every other month) basis to benefit downtown businesses.

   (c) General Marketing and Promotion

      i. Deliver content and send out a monthly newsletter to DBA members and non-members showcasing the events and other happenings in downtown Parker.

      ii. On a weekly basis, post information on events for the week in downtown Parker on social media.

5. **NONAPPROPRIATION**. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the Town as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement

is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The Town shall give the DBA written notice of such nonappropriation.

6. **ENTIRE AGREEMENT**. This Agreement is the entire Agreement between the DBA and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein. The DBA's rights and obligations shall be solely governed by the terms and conditions of this Agreement.

7. **NONASSIGNMENT**. Neither party shall assign this Agreement without the prior written consent of the other party. The DBA shall be responsible for the acts and omissions of its agents, employees, and subcontractors. This Agreement is voidable by the Town and the Town may terminate this Agreement if the DBA assigns or subcontracts its performance of this Agreement without the prior written consent of the Town, which may be denied or conditioned in the sole discretion of the Town. Any such assignment or subcontracting without the Town's prior written consent shall be a material breach of this Agreement. Subject to these limitations, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

8. **TERMINATION**. Either party may terminate this Agreement in whole or in part, with or without cause, upon thirty (30) days' written notice to the other party. In the event of early termination, the Town will not be obligated to disburse any of the Funds that are scheduled to be distributed to the DBA in a subsequent calendar quarter. In the event the DBA terminates this Agreement, it shall return all Funds received for the then-current term.

9. **RELATIONSHIP OF THE PARTIES**. The Town and the DBA are and shall remain separate legal entities. The DBA shall retain sole authority over its facility and operations, including decisions about programming and services offered to its members.

10. **INDEPENDENT CONTRACTOR STATUS; PAYMENT OF TAXES AND UNEMPLOYMENT INSURANCE**. The DBA has the status of an independent contractor and is not an agent, servant, or employee of the Town. The DBA and its employees are not entitled to workers' compensation benefits through the Town. The DBA is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The DBA and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by an entity other than the Town. The DBA hereby acknowledges full and complete liability for and timely payment of all local, state, and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes, and income taxes.

11. **NOTICES**.

    (a) Key Notices. "Key Notices" under this Agreement are notices regarding Agreement default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

To the Town:

and (send to all)

Town of Parker
Attn: Michelle Kivela, Town Manager
20120 E. Mainstreet
Parker, Colorado 80138

mkivela@parkeronline.org

Town of Parker
Attn: Legal/Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138
legal@parkeronline.org

To the DBA:

Downtown Parker Business Alliance
Attn: Omar Castillo, Chairman of the Board
19501 E. Mainstreet Avenue, Suite 200
Parker, Colorado 80134
ocastillo@thechampionbank.com

All Key Notices to the Town shall include a reference to the Agreement, including the DBA's name and the date of the Agreement.

(b) Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic mail" means email.

12. **MISCELLANEOUS**.

(a) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Douglas, State of Colorado.

(b) Waiver. This Agreement or any of its provisions may not be waived except in writing by a party's authorized signatory. The failure of a party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

(c) Nondiscrimination. The DBA shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, gender identity, veteran status, or any other basis prohibited by federal, state, or local law.

(d) Severability. If any provision of this Agreement or the application thereof to any person or in any circumstance shall be unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or in other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(e) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification and warranty provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

(f) No Third-Party Beneficiaries. The enforcement of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Town and the DBA. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Agreement be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the Town and the DBA that any such person or entity, other than the Town and the DBA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

(g) Publicity. The DBA may identify the Town as a "funding partner" on its website and in its official publications. However, the Town should not be referred to as a "sponsoring agency." Other proposed uses of the Town's name, logo, or other identifying information by the DBA are not permitted without the prior written consent of the Town.

(h) Execution by Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. All documents must be properly notarized, if a notary block appears on the signature page.

(i) Signature Authority. The individual signing this Agreement on behalf of the DBA represents and warrants to the Town that he/she/they have full authority to enter into this Agreement on behalf of the DBA and to bind the DBA to the terms and conditions of this Agreement.

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

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

TOWN OF PARKER, COLORADO

By: ______________________________
Michelle Kivela, Town Manager

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Town Attorney's Office

DOWNTOWN BUSINESS ALLIANCE OF PARKER
A Colorado business alliance

By: ______________________________
Omar Castillo, Chairman

STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 4th day of October, 2022, by Omar Castillo, as Chairman of the Downtown Business Alliance of Parker.

My commission expires: 10/19/2025.

SEAL

____
Notary Public

SENAIDA A. WILKINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20094027771
MY COMMISSION EXPIRES OCT 19, 2025

FUNDING AGREEMENT

THIS FUNDING AGREEMENT (this "Agreement") is made and entered into this 13th day of DEC. ~~12~~, 2022, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and the Parker Area Historical Society, Inc. a Colorado nonprofit corporation ("PAHS").

RECITALS

A. PAHS is a Colorado nonprofit corporation organized under Section 501(c)(3) of the Internal Revenue Code. PAHS' status as a 501(c)(3) organization qualifies it to accept charitable contributions.

B. PAHS is an organization that exists to study, record, preserve, and make available the history of the Town of Parker and surrounding areas by encouraging historic research, recording historic events and sites, promoting preservation and restoration projects, and by publicly displaying historic artifacts and literature.

C. The Town and PAHS entered into a Management Agreement dated May 2, 2022, for PAHS to manage the heritage center at The Schoolhouse (the "Heritage Center"), which is owned by the Town.

D. The Town desires to provide funding to PAHS to support PAHS' programming and services for Parker residents.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town and PAHS agree as follows:

1. **AGREEMENT DOCUMENTS**. The "Agreement Documents" shall consist of:

   (a) This Agreement; and

   (b) The PAHS Proposal to the Town of Parker dated October 2022,

all of which are incorporated herein by this reference, whether or not attached hereto. In the event of any conflicts between this Agreement and any referenced or attached documents, this Agreement shall control.

2. **FUNDING COMMITMENT**.

   (a) Current Year. Subject to the terms and conditions of this Agreement, the Town shall provide PAHS funding in the amount of Seven Thousand Eight Hundred Forty and 00/100 Dollars ($7,840.00) for Fiscal Year 2023 (the "Funds"), provided, however, that the Funds shall be subject to appropriation and approval of the 2023 Town of Parker Budget. In the event that the Town Council does not approve the Town budget, including any appropriation of the Funds, the Town shall have no liability to PAHS for the Funds. If the

Funds are available, the Town shall distribute the Funds to PAHS in four (4) equal installments. The Town shall distribute each installment once per calendar quarter. For purposes of clarity, the Town's fiscal year is currently the calendar year and each quarter is defined as follows:

Q1	January 1 – March 31
Q2	April 1 – June 30
Q3	July 1 – September 30
Q4	October 1 – December 31

(b) Subsequent Terms. If the parties renew this Agreement in subsequent years, the Funds to be provided by the Town shall be subject to appropriation and approval of the budget for that Renewal Term, as defined below. In the event that the Town Council does not approve the Town budget for that year, including any appropriation of Funds, the Town shall have no liability to PAHS for the Funds for that Renewal Term. If the Funds are available, the Town shall distribute the Funds to PAHS in accordance with the quarterly schedule set forth in subparagraph (a).

3. **TERM**. The term of this Agreement shall be one (1) year, commencing on January 1, 2023 and terminating on December 31, 2023. Thereafter, the Town shall have the sole option to renew this Agreement for additional one-year periods (each, a "Renewal Term") under the same terms and conditions of the original Agreement by issuance of an Extension Letter. No later than May 1st of each year, PAHS shall make a request for the amount of Funds for the Renewal Term. The Town shall include the amount of Funds appropriated for PAHS for the Renewal Term in the Extension Letter. The Extension Letter shall be deemed an amendment to this Agreement. Continuation of the Agreement beyond the initial period is a Town prerogative and not a right of PAHS and will be exercised only when such continuation is clearly in the best interest of the Town. If PAHS does not wish to extend the Agreement, it shall notify the Town no less than sixty (60) calendar days prior to the expiration of the then-current term.

4. **REPORTING REQUIREMENTS**. PAHS shall make its financial and/or operational reports available to the Town either annually or upon request. The reports shall include all revenue, expenditures, grants, donations, or other financial information as it relates to PAHS. Additionally, PAHS shall provide quarterly reports of its activities and the outcomes of each program area to the Town, including the measurements listed below:

(a) Specific educational programs, including topics, hosted by PAHS for the previous quarter. The discussion should include themes for exhibits hosted or created by PAHS and how the content is relevant to Douglas County schools' history curriculum. Exhibit content must be approved by Cultural Director prior to installation.

(b) Use of PAHS funds for the previous quarter.

(c) Attendance at PAHS-hosted events.

5. **PAHS RESPONSIBILITIES**. In exchange for receipt of the Funds, PAHS shall:

   (a) Host at least three educational programs for the public.

   (b) Refresh the exhibit hosted in the Heritage Center with a new themed display at least twice with relevant Douglas County school history curriculum. Exhibit content must be approved by Cultural Director prior to installation.

   (c) Host at least two walking tours for the public, one of which shall be a Parker Quest walking tour.

   (d) Work on developing, testing, and launching the TravelStorys app, as described in the PAHS Proposal to the Town dated October 2022.

   (e) Host a picnic with organizations that partner with PAHS.

   (f) Host at least two tours of historic buildings, including the 20-Mile House and the Tallman Newlin Cabin.

6. **TOWN RESPONSIBILITIES**. The Town shall be responsible for providing day of event staff and volunteers for the Parker Quest walking tour, as well as access to historic venues to be toured. PAHS will coordinate with the Town to schedule a mutually-agreeable date and locations for the tour.

7. **NONAPPROPRIATION**. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the Town as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The Town shall give PAHS written notice of such non-appropriation.

8. **ENTIRE AGREEMENT**. This Agreement is the entire Agreement between PAHS and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein. PAHS' rights and obligations shall be solely governed by the terms and conditions of this Agreement.

9. **NONASSIGNMENT**. Neither party shall assign this Agreement without the prior written consent of the other party. PAHS shall be responsible for the acts and omissions of its agents, employees, and subcontractors. This Agreement is voidable by the Town and the Town may terminate this Agreement if PAHS assigns or subcontracts its performance of this Agreement without the prior written consent of the Town, which may be denied or conditioned in the sole discretion of the Town. Any such assignment or subcontracting without the Town's prior written consent shall be a material breach of this Agreement. Subject to these limitations, this

Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

10. **TERMINATION**. Either party may terminate this Agreement in whole or in part, with or without cause, upon thirty (30) days' written notice to the other party. In the event PAHS terminates this Agreement, it shall return all Funds received for the then-current term.

11. **RELATIONSHIP OF THE PARTIES**. The Town and PAHS are and shall remain separate legal entities. PAHS shall retain sole authority over its facility and operations, including decisions about programming and services offered to its members.

12. **INDEPENDENT CONTRACTOR STATUS; PAYMENT OF TAXES AND UNEMPLOYMENT INSURANCE**. PAHS has the status of an independent contractor and is not an agent, servant, or employee of the Town. PAHS and its employees are not entitled to workers' compensation benefits through the Town. PAHS is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. PAHS and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by an entity other than the Town. PAHS hereby acknowledges full and complete liability for and timely payment of all local, state, and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes, and income taxes.

13. **NOTICES**.

(a) Key Notices. "Key Notices" under this Agreement are notices regarding Agreement default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

To the Town:

and (send to all)

Town of Parker
Attn: Carrie Glassburn, Cultural Director
20000 Pikes Peak Avenue
Parker, CO 80138
cglassburn@parkeronline.org

Town of Parker

Attn: Legal/Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138
legal@parkeronline.org

To PAHS: Parker Area Historical Society
Attn: Jan Truskolaski, President
P.O. Box 64
Parker, CO 80134
truskolaski@centurylink.net

All Key Notices to the Town shall include a reference to the Agreement, including PAHS' name and the date of the Agreement.

(b) Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic mail" means email.

14. **MISCELLANEOUS**.

(a) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Douglas, State of Colorado.

(b) Waiver. This Agreement or any of its provisions may not be waived except in writing by a party's authorized signatory. The failure of a party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

(c) Nondiscrimination. PAHS shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, gender identity, veteran status, or any other basis prohibited by federal, state, or local law.

(d) Severability. If any provision of this Agreement or the application thereof to any person or in any circumstance shall be unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or in other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(e) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification and warranty provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

(f) No Third-Party Beneficiaries. The enforcement of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Town and PAHS. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Agreement be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the Town and PAHS that any such person or entity, other than the Town and PAHS, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

(g) Publicity. PAHS may identify the Town as a "funding partner" on its website and in its official publications. However, the Town should not be referred to as a "sponsoring agency." Other proposed uses of the Town's name, logo, or other identifying information by PAHS are not permitted without the prior written consent of the Town.

(h) Execution by Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if a notary block appears on the signature page. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

(i) Signature Authority. The individual signing this Agreement on behalf of PAHS represents and warrants to the Town that he/she/they have full authority to enter into this Agreement on behalf of PAHS and to bind PAHS to the terms and conditions of this Agreement.

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

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

TOWN OF PARKER, COLORADO

By: Michelle Kivela

Michelle Kivela, Town Manager

ATTEST:

Chris Vanderpool

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

PARKER AREA HISTORICAL SOCIETY,
A Colorado nonprofit corporation

By: Janice Truskolaski

Janice Truskolaski, President

STATE OF COLORADO)
)ss.
COUNTY OF Douglas).

The foregoing instrument was acknowledged before me this 12 day of December 2022, by Janice Truskolaski, as President of the Parker Area Historical Society.

My commission expires: Feb 12, 2024

SEAL

Jill Dobberpuhl

Notary Public

JILL DOBBERPUHL
NOTARY PUBLIC
STATE OF COLORADO
Notary ID 20204006049
My Commission Expires February 12, 2024

FUNDING AGREEMENT

THIS FUNDING AGREEMENT (this "Agreement") is made and entered into this ~~14~~ 13th day of ~~October~~ December, 2022, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Parker Chamber of Commerce, a Colorado Nonprofit Corporation ("PCC").

RECITALS

A. The PCC is a Colorado nonprofit corporation organized under Section 501(c)(6) of the Internal Revenue Code. The PCC's status as a 501(c)(6) organization qualifies it to accept charitable contributions.

B. The PCC is an entrepreneurial business organization that promotes and supports businesses in the Parker area by organizing events, creating partnerships to benefit member businesses, advocacy, and promotion.

C. The Town desires to provide funding to the PCC to support the PCC's programming and services for Parker residents and businesses.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town and the PCC agree as follows:

1. **FUNDING COMMITMENT**.

(a) Current Year. Subject to the terms and conditions of this Agreement, the Town shall provide the PCC funding in the amount of Thirty Thousand and 00/100 Dollars ($30,000.00) for Fiscal Year 2023 (the "Funds"), provided, however, that the Funds shall be subject to appropriation and approval of the 2023 Town of Parker Budget. In the event that the Town Council does not approve the Town budget, including any appropriation of the Funds, the Town shall have no liability to the PCC for the Funds. If the Funds are available, the Town shall distribute the Funds to the PCC in two (2) equal installments, the first of which shall be made on January 1 and the second shall be made on July 1 of each year this Agreement is in effect.

(b) Subsequent Terms. If the parties renew this Agreement in subsequent years, the Funds to be provided by the Town shall be subject to appropriation and approval of the budget for that Renewal Term, as defined below. In the event that the Town Council does not approve the Town budget for that year, including any appropriation of Funds, the Town shall have no liability to the PCC for the Funds for that Renewal Term. If the Funds are available, the Town shall distribute the Funds to the PCC in accordance with the quarterly schedule set forth in subparagraph (a).

2. **TERM**. The term of this Agreement shall be one (1) year, commencing on January 1, 2023 and terminating on December 31, 2023. Thereafter, the Town shall have the sole option to renew this Agreement for additional one-year periods (each, a "Renewal Term") under the same terms and conditions of the original Agreement by issuance of an Extension Letter. No later than May 1st of each year, the PCC shall make a request for the amount of Funds for the Renewal Term. The Town shall include the amount of Funds appropriated for the PCC for the Renewal Term in the Extension Letter. The Extension Letter shall be deemed an amendment to this Agreement. Continuation of the Agreement beyond the initial period is a Town prerogative and not a right of the PCC and will be exercised only when such continuation is clearly in the best interest of the Town. If the PCC does not wish to extend the Agreement, it shall notify the Town no less than sixty (60) calendar days prior to the expiration of the then-current term.

3. **REPORTING REQUIREMENTS**. The PCC shall make its financial and/or operational reports available to the Town either annually or upon request. The reports shall include all revenue, expenditures, grants, donations, or other financial information as it relates to the PCC. Additionally, the PCC shall provide quarterly reports of its activities and the outcomes of each program area to the Town, including the measurements listed below:

   (a) Number of workshops and events, including the number of attendees.

   (b) Number of Visitors Guides distributed.

   (c) Number of chamber-constituent interactions per month (in-bound).

   (d) Number of business visits (out-bound).

4. **PCC's RESPONSIBILITIES**. In exchange for receipt of the Funds, the PCC shall engage in the following activities:

   (a) Town Marketing – Events – Visitor Attraction

      i. Organize and host five Wine Walk Events in 2023, with an estimated 3,500 participants.

      ii. Publish and distribute 5,000+ 2023 Visitors Guides, including distribution to local realtors.

      iii. Engage in an expanded regional marketing campaign for the annual Parker Days Festival.

      iv. Produce eleven monthly e-newsletters for member businesses, to include Small Business Development Center information at least every other month.

      v. Government Affairs Committee to host an Economic Update Breakfast (signature event) in November 2023.

   (b) Business Retention and Resources

i. Continue its partnerships with local and regional business organizations, including the Aurora SBDC, Arapahoe/Douglas Works!, South Metro Denver Chamber, Douglas County Economic Recovery, Denver South, and other partners to leverage partnerships, programs, and services that will benefit Parker businesses.

ii. Host four quarterly events aimed at business retention and workforce development.

5. **NONAPPROPRIATION**. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the Town as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The Town shall give the PCC written notice of such non-appropriation.

6. **ENTIRE AGREEMENT**. This Agreement is the entire Agreement between the PCC and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein. The PCC's rights and obligations shall be solely governed by the terms and conditions of this Agreement.

7. **NONASSIGNMENT**. Neither party shall assign this Agreement without the prior written consent of the other party. The PCC shall be responsible for the acts and omissions of its agents, employees, and subcontractors. This Agreement is voidable by the Town and the Town may terminate this Agreement if the PCC assigns or subcontracts its performance of this Agreement without the prior written consent of the Town, which may be denied or conditioned in the sole discretion of the Town. Any such assignment or subcontracting without the Town's prior written consent shall be a material breach of this Agreement. Subject to these limitations, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

8. **TERMINATION**. Either party may terminate this Agreement in whole or in part, with or without cause, upon thirty (30) days' written notice to the other party. In the event of early termination, the Town will not be obligated to disburse any of the Funds that are scheduled to be distributed to the PCC in a subsequent calendar quarter. In the event the PCC terminates this Agreement, it shall return all Funds received for the then-current term.

9. **RELATIONSHIP OF THE PARTIES**. The Town and the PCC are and shall remain separate legal entities. The PCC shall retain sole authority over its facility and operations, including decisions about programming and services offered to its members.

10. **INDEPENDENT CONTRACTOR STATUS; PAYMENT OF TAXES AND UNEMPLOYMENT INSURANCE**. The PCC has the status of an independent contractor and is not an agent, servant, or employee of the Town. The PCC and its employees are not entitled to workers' compensation benefits through the Town. The PCC is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The PCC and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by an entity other than the Town. The PCC hereby acknowledges full and complete liability

TJS

for and timely payment of all local, state, and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes, and income taxes.

11. **NOTICES**.

(a) Key Notices. "Key Notices" under this Agreement are notices regarding Agreement default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

To the Town:

and (send to all)	Town of Parker Attn: Michelle Kivela, Town Manager 20120 E. Mainstreet Parker, Colorado 80138 mkivela@parkeronline.org
	Town of Parker Attn: Legal/Town Attorney 20120 E. Mainstreet Parker, Colorado 80138 legal@parkeronline.org
To the PCC:	Parker Chamber of Commerce Attn: T.J. Sullivan 19751 E. Mainstreet, Suite R16 Parker, Colorado 80138 tj@parkerchamber.com

All Key Notices to the Town shall include a reference to the Agreement, including the PCC's name and the date of the Agreement.

(b) Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document;

TS

(ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic mail" means email.

12. **MISCELLANEOUS**.

(a) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Douglas, State of Colorado.

(b) Waiver. This Agreement or any of its provisions may not be waived except in writing by a party's authorized signatory. The failure of a party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

(c) Nondiscrimination. The PCC shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, gender identity, veteran status, or any other basis prohibited by federal, state, or local law.

(d) Severability. If any provision of this Agreement or the application thereof to any person or in any circumstance shall be unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or in other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(e) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification and warranty provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

(f) No Third-Party Beneficiaries. The enforcement of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Town and the PCC. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Agreement be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the Town and the PCC that any such person or entity, other than the Town and the PCC, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

TKO

(g) Publicity. The PCC may identify the Town as a "funding partner" on its website and in its official publications. However, the Town should not be referred to as a "sponsoring agency." Other proposed uses of the Town's name, logo, or other identifying information by the PCC are not permitted without the prior written consent of the Town.

(h) Execution by Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. All documents must be properly notarized, if a notary block appears on the signature page.

(i) Signature Authority. The individual signing this Agreement on behalf of the PCC represents and warrants to the Town that he/she/they have full authority to enter into this Agreement on behalf of the PCC and to bind the PCC to the terms and conditions of this Agreement.

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

TFO

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

TOWN OF PARKER, COLORADO

By: Michelle Kivela

Michelle Kivela, Town Administrator

ATTEST:

Chris Vanderpool

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

PARKER CHAMBER OF COMMERCE,
A Colorado nonprofit corporation

By:

T.J. Sullivan, President & C.E.O.

STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 14 day of October, 2022, by T.J. Sullivan, as President and C.E.O. of the Parker Chamber of Commerce.

My commission expires: July 14, 2025.

SEAL

Wendy Seacat

Notary Public

WENDY SEACAT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214028136
MY COMMISSION EXPIRES JULY 14, 2025

FUNDING AGREEMENT

THIS FUNDING AGREEMENT (this "Agreement") is made and entered into this 13th day of December, 2022, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Parker Senior Center, Inc., a Colorado Nonprofit Corporation (the "Senior Center").

RECITALS:

A. The Senior Center is a Colorado nonprofit corporation organized under Section 501(c)(3) of the Internal Revenue Code. The Senior Center's status as a 501(c)(3) organization qualifies it to accept charitable contributions.

B. The Senior Center operates a community senior center within the Town of Parker, which serves those aged fifty (50) and older by providing numerous services, including meals, fitness programs, educational programs, activities, and recreation.

C. The Town desires to provide funding to the Senior Center to support the Senior Center's programming and services for Parker residents.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town and the Senior Center agree as follows:

1. **FUNDING COMMITMENT**.

(a) Current Year. Subject to the terms and conditions of this Agreement, the Town shall provide the Senior Center funding in the amount of Eighty Thousand and 00/100 Dollars ($80,000.00) for Fiscal Year 2023 (the "Funds"), provided, however, that the Funds shall be subject to appropriation and approval of the 2023 Town of Parker Budget. In the event that the Town Council does not approve the Town budget, including any appropriation of the Funds, the Town shall have no liability to the Senior Center for the Funds. If the Funds are available, the Town shall distribute the Funds to the Senior Center in four (4) equal installments. The Town shall distribute each installment once per calendar quarter. For purposes of clarity, the Town's fiscal year is currently the calendar year and each quarter is defined as follows:

Q1	January 1 – March 31
Q2	April 1 – June 30

Q3	July 1 – September 30
Q4	October 1 – December 31

(b) Subsequent Terms. If the parties renew this Agreement in subsequent years, the Funds to be provided by the Town shall be subject to appropriation and approval of the budget for that Renewal Term, as defined below. In the event that the Town Council does not approve the Town budget for that year, including any appropriation of Funds, the Town shall have no liability to the Senior Center for the Funds for that Renewal Term. If the Funds are available, the Town shall distribute the Funds to the Senior Center in accordance with the quarterly schedule set forth in subparagraph (a).

2. **TERM**. The term of this Agreement shall be one (1) year, commencing on January 1, 2023 and terminating on December 31, 2023. Thereafter, the Town shall have the sole option to renew this Agreement for additional one-year periods (each, a "Renewal Term") under the same terms and conditions of the original Agreement by issuance of an Extension Letter. No later than May 1st of each year, the Senior Center shall make a request for the amount of Funds for the Renewal Term. The Town shall include the amount of Funds appropriated for the Senior Center for the Renewal Term in the Extension Letter. The Extension Letter shall be deemed an amendment to this Agreement. Continuation of the Agreement beyond the initial period is a Town prerogative and not a right of the Senior Center and will be exercised only when such continuation is clearly in the best interest of the Town. If the Senior Center does not wish to extend the Agreement, it shall notify the Town no less than ninety (90) calendar days prior to the expiration of the then-current term.

3. **REPORTING REQUIREMENTS**. The Senior Center shall make its financial and/or operational reports available to the Town either annually or upon request. The reports shall include all revenue, expenditures, grants, donations, or other financial information as it relates to the Senior Center. Additionally, the reports shall contain the following metrics:

   (a) Participation rates for meals, trips, events, and programs.

   (b) Number of memberships.

   (c) Number of volunteers and volunteer participation rates at events and programs.

   (d) All earned revenue from fundraising, programs, meals, trips, and other revenue-generating activities.

   (e) All contributed revenues, such as grants, donations, and funding received from the Town or other sources.

   (f) All expenses, including salaries, repair and maintenance costs, utilities, general operating expenses, meals, technology, fundraising, fleet, buildings and ground maintenance, etc.

   (g) Fees and charges for services.

(h) List of all activities, events, and fundraisers held in the 12 months prior to the report date, including dates, location, activity, attendance, and revenue/expense.

(i) Narrative of any special projects, partnerships, or initiatives of the Senior Center.

4. **SENIOR CENTER'S RESPONSIBILITIES**. In exchange for receipt of the Funds, the Senior Center shall:

(a) Coordinate and administer services for active older adults in the community based at the Parker Senior Center;

(b) Serve as a congregate meal site for lunches;

(c) Provide activities such as trips, fundraising events, fitness classes, and recreational activities such as card games that supplement the Town's current recreation offerings for active older adults;

(d) Partner with the Town's Parks and Recreation Department's Active Older Adult Coordinator to offer Senior Health and Fitness Day;

(e) Continue pursuing grant opportunities and alternative funding sources to offset rising expenses;

(f) Maintain the Senior Center facility and property to serve Senior Center members safely and adequately;

(g) Provide annual updates to the Town's Parks and Recreation Director on the Senior Center's five-year strategic plan to ensure adequate levels of service to meet the community's needs; and

(h) Provide updates to the Town Council at least once per year, including progress on the performance measures/metrics contained in this paragraph.

5. **THE TOWN'S RESPONSIBILITIES**.

(a) A representative from the Town's Department of Parks, Recreation, and Open Space will attend all Senior Center Board meetings;

(b) Inform the Senior Center of any of the Town's recreational offerings geared towards active older adults and shall coordinate involvement by the Senior Center in such activities;

(c) Provide the coordination and oversight of the annual National Senior Health and Fitness Day event held each May; and

(d) Continue exploring options to partner with the Senior Center to serve the active older adult community within the Town.

6. **NONAPPROPRIATION**. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the Town as set forth herein after the current fiscal year are contingent upon

funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The Town shall give the Senior Center written notice of such nonappropriation.

7. **ENTIRE AGREEMENT**. This Agreement is the entire Agreement between the Senior Center and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein. The Senior Center's rights and obligations shall be solely governed by the terms and conditions of this Agreement.

8. **NONASSIGNMENT**. Neither party shall assign this Agreement without the prior written consent of the other party. The Senior Center shall be responsible for the acts and omissions of its agents, employees, and subcontractors. This Agreement is voidable by the Town and the Town may terminate this Agreement if the Senior Center assigns or subcontracts its performance of this Agreement without the prior written consent of the Town, which may be denied or conditioned in the sole discretion of the Town. Any such assignment or subcontracting without the Town's prior written consent shall be a material breach of this Agreement. Subject to these limitations, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

9. **TERMINATION**. Either party may terminate this Agreement in whole or in part, with or without cause, upon thirty (30) days' written notice to the other party. In the event of early termination, the Town will not be obligated to disburse any of the Funds that are scheduled to be distributed to the Senior Center in a subsequent calendar quarter. In the event the Senior Center terminates this Agreement, it shall return all Funds received for the then-current term.

10. **RELATIONSHIP OF THE PARTIES**. The Town and the Senior Center are and shall remain separate legal entities. The Senior Center shall retain sole authority over its facility and operations, including decisions about programming and services offered to its members.

11. **INDEPENDENT CONTRACTOR STATUS; PAYMENT OF TAXES AND UNEMPLOYMENT INSURANCE**. The Senior Center has the status of an independent contractor and is not an agent, servant, or employee of the Town. The Senior Center and its employees are not entitled to workers' compensation benefits through the Town. The Senior Center is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Senior Center and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by an entity other than the Town. The Senior Center hereby acknowledges full and complete liability for and timely payment of all local, state, and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes, and income taxes.

12. **NOTICES**.

    (a) Key Notices. "Key Notices" under this Agreement are notices regarding Agreement default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

To the Town:

and (send to all)

Town of Parker
Attn: Mary Colton, Director of Parks, Recreation, and Open Space
20120 E. Mainstreet
Parker, Colorado 80138
mcolton@parkeronline.org

Town of Parker
Attn: Legal/Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138
legal@parkeronline.org

To the Senior Center:

Parker Senior Center
Attn: Jan Dengal, Director
10675 Longs Way
Parker, CO 80138
jan@parkerseniorcenter.org

All Key Notices to the Town shall include a reference to the Agreement, including the Senior Center's name and the date of the Agreement.

(b) Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic mail" means email.

13. **MISCELLANEOUS**.

(a) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Douglas, State of Colorado.

(b) Waiver. This Agreement or any of its provisions may not be waived except in writing by a party's authorized signatory. The failure of a party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

(c) Nondiscrimination. The Senior Center shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, gender identity, veteran status, or any other basis prohibited by federal, state, or local law.

(d) Severability. If any provision of this Agreement or the application thereof to any person or in any circumstance shall be unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or in other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(e) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification and warranty provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

(f) No Third-Party Beneficiaries. The enforcement of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Town and the Senior Center. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Agreement be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the Town and the Senior Center that any such person or entity, other than the Town and the Senior Center, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

(g) Publicity. The Senior Center may identify the Town as a "funding partner" on its website and in its official publications. However, the Town should not be referred to as a "sponsoring agency." Other proposed uses of the Town's name, logo, or other identifying information by the Senior Center are not permitted without the prior written consent of the Town.

(h) Execution by Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. All documents must be properly notarized, if a notary block appears on the signature page.

(i) Signature Authority. The individual signing this Agreement on behalf of the Senior Center represents and warrants to the Town that he/she/they have full authority to enter into this Agreement on behalf of the Senior Center and to bind the Senior Center to the terms and conditions of this Agreement.

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

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

TOWN OF PARKER, COLORADO

By: Michelle Kivela
Michelle Kivela, Town Manager

ATTEST:

Chris Vanderpool
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

PARKER SENIOR CENTER,
A Colorado nonprofit corporation

By:
Jan Dengal, Director

STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 21st day of October, 2022, by Jan Dengal, as Director of Parker Senior Center, Inc.

My commission expires: 12/02/2024.

SEAL

Notary Public

NNENNA ABAJUE
Notary Public
State of Colorado
Notary ID: 20154005253
My Commission Expires 12/2/2024

RESOLUTION NO. 21-044 , Series of 2021

TITLE: A RESOLUTION TO APPROVE THE AMENDED AND RESTATED ARTICLES OF INCORPORATION AND THE AMENDED AND RESTATED BYLAWS OF THE GREATER PARKER FOUNDATION

WHEREAS, the Town Council, on November 3, 2008, approved the Articles of Incorporation of the Greater Parker Foundation;

WHEREAS, the Town Council desires to update and modernize the Articles of Incorporation and Bylaws of the Greater Parker Foundation, subject to approval of a majority of all voting directors in office; and

WHEREAS, the Town Council desires to approve the Amended and Restated Articles of Incorporation of the Greater Parker Foundation, subject to approval of a majority of all voting directors in office.

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

Section 1. The Town Council of the Town of Parker hereby approves the Amended and Restated Articles of Incorporation of the Greater Parker Foundation, which are attached hereto as **Exhibit A** and incorporated by this reference, subject to approval of a majority of all voting directors in office.

Section 2. The Town Council hereby adopts the Amended and Restated Bylaws of the Greater Parker Foundation which are attached hereto as **Exhibit B** and incorporated by this reference, subject to approval of a majority of all voting directors in office.

Section 3. The Town Council of the Town of Parker further determines that any and all rules, procedures, bylaws or similar regulations adopted or used by the Greater Parker Foundation are hereby replaced in their entirety by the Amended and Restated Bylaws adopted herein.

RESOLVED AND PASSED this 1st day of Nov., 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool

Chris Vanderpool, Town Clerk

EXHIBIT A

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF

GREATER PARKER FOUNDATION

Article I.
Name

The name of the corporation is Greater Parker Foundation.

Article II.
Purposes and Powers

2.01 Purposes.

The corporation is organized and will be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. Further, within the meaning of Section 509(a)(3) of the Internal Revenue Code, the corporation is organized and will be operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of the Town of Parker, a Colorado home rule municipality (*"Parker"*).

2.02 Powers.

In furtherance of the corporate purposes and objectives stated above, the corporation will have and may exercise all of the powers conferred upon nonprofit corporations organized under the laws of Colorado and may do everything necessary or convenient to accomplish its purposes and objectives, subject to the restrictions on powers stated below, and to any limitations prescribed by law.

2.03 Restrictions on Powers.

(a) Private Inurement. No part of the net earnings of the corporation will inure to the benefit of or be distributable to any director or officer of the corporation or any other individual, except that reasonable compensation may be paid for services rendered to or for the benefit of the corporation affecting one or more of its purposes. Further, no director or officer of the corporation, or any other individual, may share in any distribution of any of the corporate assets upon dissolution of the corporation or otherwise.

(b) Lobbying and Political Activity. The corporation will not engage in more than an insubstantial amount of activities that consist of carrying on propaganda or attempting to influence legislation. However, if the corporation is eligible to make and has properly made the election for

Section 501(h) of the Internal Revenue Code to apply, the corporation may carry on the activities permitted by Section 501(h), but only to the extent the activities will not result in denial of exemption under Section 501(h). The corporation will not participate or intervene in any political campaign, including the publication or distribution of statements, on behalf of or in opposition to any candidate for public office.

(c) Dissolution. Upon dissolution of the corporation, all of the corporation's assets remaining after payment of or provision for all of its liabilities will be distributed to Parker, for exclusively public purposes.

(d) Nonqualifying Activities. The corporation will not carry on any activities not permitted to be carried on by an organization described in Section 501(c)(3) of the Internal Revenue Code, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

(e) Internal Revenue Code. All references in these articles of incorporation to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any subsequent federal tax laws.

Article III.
Members

The corporation will have no voting members. The corporation will have no capital stock.

Article IV.
Board of Directors

4.01 General.

The management of the affairs of the corporation will be vested in the board of directors of the corporation, except as provided in the Colorado Revised Nonprofit Corporation Act, these articles of incorporation, or the bylaws of the corporation. The number of directors, their qualifications, their terms of office and the manner of their selection will be as provided in the bylaws of the corporation.

4.02 Liability of Directors.

No director will be personally liable to the corporation for monetary damages for breach of fiduciary duty as a director, except for the following: (a) any breach of the director's duty of loyalty to the corporation; (b) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (c) acts specified in C.R.S. Section 7-128-403, as it now exists or may be amended; or (d) any transaction from which the director directly or indirectly derived an improper personal benefit. If the Colorado Revised Nonprofit Corporation Act is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability provided in this Section, will be further eliminated or limited to the fullest extent permitted by the Colorado Revised Nonprofit Corporation Act. Any repeal or modification of this Section will be prospective only and will not adversely affect any right or protection of a director of the corporation existing at the time of repeal or modification.

Article V.
Bylaws

The bylaws of the corporation may be amended or repealed and new bylaws adopted in the manner provided in the bylaws. The bylaws of the corporation may contain any provisions for managing and regulating the affairs of the corporation that are consistent with law and these articles of incorporation, as these articles may be amended. However, no bylaw will have the effect of giving any director or officer of the corporation or any other individual, any proprietary interest in the corporation's property, whether during the term of the corporation's existence or upon its dissolution.

Article VI.
Amendments

The board of directors of the corporation will have the power and authority at any time to amend these articles of incorporation by a majority vote of all voting directors in office, subject to the prior approval of the Parker Town Council, by resolution of the Parker Town Council.

Approved by the Parker Town Council pursuant to Resolution No. 21-044, Series 2021.

EXHIBIT B

AMENDED AND RESTATED BYLAWS

OF

GREATER PARKER FOUNDATION

November 1, 2021

TABLE OF CONTENTS

AMENDED AND RESTATED
BYLAWS
OF
GREATER PARKER FOUNDATION

Article I.
Nondiscrimination Policy

The corporation shall make its services, facilities, and programs available to all persons regardless of race, color, religion, sex, national origin, age, disability, or other characteristic protected by law, and the corporation shall not in any way discriminate against any person on the basis of color, religion, sex, national origin, age, disability, or other characteristic protected by law.

Article II.
Offices

2.01 Business Offices.

The corporation will continuously maintain a principal office located in the Town of Parker, Colorado. The street address and mailing address, if different, of the principal office will be the address specified in the corporation's business record accessible on the Colorado Secretary of State's website. The corporation may change the location of the principal office at any time by filing a statement of change with the Colorado Secretary of State. The corporation may maintain business offices in other locations as well.

2.02 Registered Office.

The corporation will continuously maintain a registered agent and registered agent address located in Colorado, which need not be the address of the principal office. The registered agent address must be the street address and mailing address, if different, of the registered agent's home or usual place of business. The corporation may change the registered agent or address at any time by filing a statement of change with the Colorado Secretary of State.

Article III.
Membership

3.01 No Members.

The corporation will have no voting members but may have such classes of nonvoting members as the board of directors determines. All references to "members" in these bylaws are to such nonvoting members. The board of directors will determine the qualifications, rights, privileges, limitations, and obligations of the members; however, no members in their capacity as members may vote or otherwise participate in the management of the corporation.

3.02 Designation of Members.

The board of directors will determine the process for electing, designating or appointing new members.

3.03 Membership Dues.

The board of directors may establish membership dues, which may vary by class, and may establish rules and procedures for the manner and method of payment, the collection of delinquent dues, and the proration or refund of dues in appropriate cases.

3.04 Transfer of Membership.

Membership in the corporation is nontransferable. Members will have no ownership rights or beneficial interests of any kind in the assets of the corporation.

Article IV.
Board of Directors

4.01 Powers and Authority.

(a) General Powers. All corporate powers will be exercised by or under the authority of, and the business and affairs of the corporation will be managed by, its board of directors, unless the Colorado Revised Nonprofit Corporation Act, the corporation's articles of incorporation, or these bylaws provide otherwise.

(b) Reserved Powers. Notwithstanding anything in these bylaws to the contrary, the following actions by the corporation will require the prior approval of the Town of Parker, a Colorado home rule municipality ("*Parker*"), by resolution of the Parker Town Council ("*Town Council Resolution*"):

(1) Any grant or distribution of the corporation's income or assets to any recipient other than Parker.
(2) Any amendment to the corporation's articles of incorporation or these bylaws.
(3) The adoption of or any change to the mission, vision, and values of the corporation.
(4) The adoption of or any material change to the strategic plan of the corporation.
(5) The adoption of or any material change to a material corporate policy of the corporation (e.g., conflict of interest, compensation/performance evaluation, whistleblower, gift acceptance, naming/sponsorship).
(6) The adoption of or any material change to the annual budget of the corporation (both operating and capital), material being defined as any change within a specific budget category of 10% or more, individually or in the aggregate, or any change in the total budget.

(7) Any contract that exceeds $25,000 in amount or 12 months in duration.
(8) Any loan, installment purchase, lease-purchase agreement, line of credit, or other liability or indebtedness that is shown on the liability side of the corporation's balance sheet determined in accordance with Generally Accepted Accounting Principles.
(9) Any mortgage, pledge, or other encumbrance of the corporation's property.
(10) Any plan of merger, consolidation, or voluntary dissolution of the corporation.
(11) The sale, lease, exchange, or other disposition of all or substantially all of the gross property and assets of the corporation.
(12) The creation of controlled or owned subsidiaries or affiliates of the corporation.

4.02 Number and Qualifications.

The board of directors will have two to ten directors, as determined from time to time by Town Council Resolution. At least two and no more than two directors must be members of the Parker Town Council ("*Council Directors*"). Directors must be individuals who are age 18 or older. Directors need not be residents of Parker.

4.03 Appointed Directors.

Except for ex officio directors designated under Section 4.04, all directors will be appointed by Town Council Resolution in conjunction with the Town Council's annual retreat held in January of each year. Council Directors will serve for one-year terms. Other directors will serve for staggered two-year terms. In both cases, the terms will commence on February 1 and expire on January 31. For directors serving staggered two-year terms, approximately half will have terms expiring in odd years and the other half in even years. The Parker Town Council may assign partial terms of one-year to directors filling vacancies to balance the board. Directors will serve until their terms expire, and thereafter until their successors have been duly appointed and qualified, or until their death, resignation, or removal.

4.04 Ex Officio Directors.

The Town Administrator of Parker (the "*Town Administrator*") and the Finance Director of Parker (the "*Finance Director*"), or their respective designees, will be ex officio directors of the corporation without voting rights, but will be entitled to notice of and to participate in any meeting of the board of directors.

4.05 Resignation.

A director may resign at any time by giving written notice to the Parker Town Council and either the board chair or the secretary. The resignation does not have to be accepted to be effective, unless the notice specifies otherwise. The resignation will be effective upon receipt, unless the notice specifies a later effective date. If a resignation has a later effective date, the

Parker Town Council may by Town Council Resolution permit the director to remain in office until the effective date and fill the pending vacancy with a deferred effective date or may remove the director before the effective date and fill the resulting vacancy. A director will be considered to have resigned if a court of competent jurisdiction determines they are incapacitated. In addition, a director will be considered to have resigned if they fail to attend three or more consecutive meetings of the board of directors without being excused by the board chair, and their failure to attend is confirmed by the affirmative vote of the board of directors.

4.06 Removal.

The Parker Town Council may by Town Council Resolution remove an appointed director at any time, with or without cause, by giving written notice of the removal to the director and to the corporation. The removal will be effective when the notice is received by both the director and the corporation unless the notice states a later effective date.

4.07 Vacancies.

The Parker Town Council may, at its option, by Town Council Resolution fill any vacancy occurring on the board of directors, whether by reason of death, resignation, or removal of an appointed director, or by reason of an increase in the number of directors, at any time during the year. A director appointed to fill a vacancy arising from the death, resignation, or removal of an appointed director will serve for the unexpired term of their predecessor in office. A director appointed to fill a vacancy arising from an increase in the number of directors will serve an initial one- or two-year term, as assigned by the Parker Town Council. A director appointed to fill a vacancy will take office upon appointment, unless a later date is specified by the Parker Town Council, and will serve until their term expires, and thereafter until their successor has been duly appointed and qualified, or until their death, resignation, or removal.

4.08 Meetings.

A regular annual meeting of the board of directors will be held during the last quarter of the calendar year on the date, at the time, and at the place within Parker determined by resolution of the board, without further notice than the resolution. The purpose of the meeting will be to elect officers and to transact other business that comes before the meeting. Additional regular meetings may also be held on the date, at the time, and at the place within Parker set forth in a resolution adopted by the board, without further notice than the resolution. Special meetings may be called by or at the request of the board chair, the president/executive director, or one-third of all directors in office. The person(s) calling the special meeting may fix the date, time, and place of the meeting within Parker. Unless the meeting resolution or notice specifies otherwise, the meeting location will be the Parker Town Hall.

4.09 Notice.

The board chair may change the time and place for any regular meeting of the board of directors (including the regular annual meeting) by providing notice of the change to each director at least one week prior to the meeting. Notice of any special meeting must be given to each director at least 48 hours prior to the meeting. Notice must be given to each director at their business or residential address. Notice may be given in person or by personal delivery; by mail or private carrier; or by telephone, facsimile, email, or other form of digital communication. The method of notice can be different for each director. If mailed, notice will be considered delivered on the earlier of: 1) the date received; 2) five days after its deposit in the United States mail, as evidenced by the postmark, if correctly addressed and mailed first class mail; and 3) the date on the return receipt, if mailed registered or certified mail, return receipt requested, and the receipt is signed by or for the addressee. Notice transmitted by facsimile, email, or other means will be considered delivered upon receipt.

4.10 Waiver of Notice.

A director may waive the required notice of any regular or special meeting of the board of directors before, during, or after the meeting. The waiver must be in writing and signed by the director. A director's attendance at or participation in any meeting will constitute a waiver of notice, unless: 1) at the beginning of the meeting or promptly upon their later arrival, the director objects to holding the meeting or transacting business because of lack of notice or defective notice and does not vote for or assent to action taken at the meeting; or 2) if special notice was required of a particular purpose of the meeting under the Colorado Revised Nonprofit Corporation Act or these bylaws, the director objects to transacting business regarding the purpose for which the special notice was required and does not vote for or assent to action taken at the meeting regarding such purpose.

4.11 Assent to Action.

A director present at any meeting when corporate action is taken will be considered to have assented to all action taken at the meeting unless:

(1) The director objects to holding the meeting or transacting business at the beginning of the meeting or promptly upon their later arrival, and does not vote for or assent to any action taken at the meeting;

(2) The director contemporaneously requests their dissent or abstention as to any specific action taken to be entered in the minutes of the meeting; or

(3) The director causes written notice of their dissent or abstention on any specific action to be received by the presiding officer of the meeting before its adjournment or by the corporation promptly after adjournment.

This right to dissent or abstain is not available to a director who votes in favor of the action taken.

4.12 Quorum and Voting.

A majority of all directors in office immediately before a meeting begins will constitute a quorum for taking action. A majority vote of directors present at a meeting at which there is a quorum will constitute an action of the board of directors, unless the Colorado Revised Nonprofit Corporation Act, the corporation's articles of incorporation, or these bylaws require a greater vote. If less than a quorum is present at a meeting, a majority of the directors present may adjourn the meeting until a quorum is achieved without further notice other than an announcement at the meeting.

4.13 Proxies.

Proxy voting is not permitted.

4.14 Participation by Telephone or Electronic Media.

Directors may participate in any regular or special meeting by, or conduct the meeting through the use of, any means of communication where all directors participating can hear each other during the meeting. A director participating in this manner will be considered present in person at the meeting.

4.15 Written Action in Lieu of Meeting.

Any action required or permitted to be taken at a meeting of the board of directors may be taken without a meeting by following the process set forth in this Section. An action so taken will have the same force and effect as an action taken at a meeting of the board.

(a) Notice of Vote. Written notice must be delivered to each director setting forth: 1) the action to be voted upon; 2) the time by which the director must respond; and 3) a statement that failing to respond by the time stated will have the same effect as abstaining in writing and failing to demand a meeting.

(b) Response by Director. In response to the written notice, a director may: 1) vote in writing for the action; 2) vote in writing against the action; 3) abstain in writing from voting; 4) fail to respond; or 5) demand in writing action not be taken without a meeting. The response must be in a form sufficient to inform the corporation of the director's identity; the director's vote, abstention or demand; and the proposed action to which the vote, abstention, or demand relates. A director's right to demand a meeting will be waived unless the corporation receives the demand by the time stated in the written notice. All signed written instruments to effect action under this Section must be filed with the minutes of the meetings of the board of directors.

(c) Action Taken. An action will be considered taken under this Section only if, at the end of the time stated in the written notice: 1) the affirmative votes in writing for the action received by the corporation and not revoked equal or exceed the minimum number of votes that would be necessary to take action at a meeting, assuming all directors in office were present and voted; and 2) the corporation has not received a written demand by a director, other than a demand that has been revoked, that action not be taken without a meeting. Unless the written notice to the directors states a different effective date, action taken under this Section will be effective at the end of the time stated in the written notice for director response.

(d) Method of Delivery. Communications under this Section may be sent or received by the corporation by facsimile, email, or other form of digital communication. Communications provided under this Section are not effective until received.

4.16 Compensation.

The corporation will not pay directors for their services as directors of the corporation. However, their reasonable expenses incurred for performance of their official functions may be paid or reimbursed by the corporation, so long as such payment or reimbursement is allowed under the corporation's expense reimbursement policies or approved by the board. In addition, the corporation may pay reasonable compensation to directors for services rendered to or for the benefit of the corporation in any other capacity, so long as such payment is approved by the board of directors in accordance with the corporation's conflict of interest policy. However, no payment of compensation or payment or reimbursement of expenses may be made in any manner to result in the imposition of any liability under Section 4958 of the Internal Revenue Code.

4.17 Board Committees and Advisory Boards.

(a) Creation. By resolution adopted by a majority of all directors in office, the board of directors may establish standing or ad hoc committees or advisory boards, composed of such members and having such officers as the board designates in the resolution. The name, objectives, and responsibilities of each committee or advisory board will be as set forth in the resolution or charter.

(b) Reliance on Committees; Limitations on Authority. The delegation of authority to any standing or ad hoc committee or advisory board will not relieve the board of directors or any director from any responsibility or standard of conduct imposed by law or these bylaws. If any such committee or advisory board has a voting member who is not then also a director of the corporation, it may exercise no power or authority reserved to the board of directors by the Colorado Revised Nonprofit Corporation Act, the corporation's articles of incorporation or these bylaws. Further, it will have no authority to incur any corporate expense or make any representation or commitment for the corporation unless express authority is provided in these bylaws or the charter or resolution establishing the committee or advisory board, or unless express approval is given by the board of directors or the president/executive director or finance director of the corporation, and the expense or commitment complies with any expenditure policies of the corporation.

(c) **Rules and Procedures.** Rules governing procedures for meetings of any standing or ad hoc committee or advisory board will be the same as those set forth in these bylaws or the Colorado Revised Nonprofit Corporation Act for the board of directors, unless the board of directors determines otherwise in the resolution or charter establishing or governing the committee or advisory board.

Article V.
Officers

5.01 Designation and Qualification.

The officers of the board of directors may include a chair, a vice chair, a treasurer, and such other officers and assistant officers as the board considers necessary or useful (the *"Board Officers")*. The officers of the corporation will include a president/executive director, a finance director, a secretary, and such other officers and assistant officers as the board considers necessary or useful (the *"Staff Officers"*). One person may hold more than one office at a time. The Board Officers must be appointed directors of the corporation, other than Council Directors. The Staff Officers need not be appointed directors. All officers must be individuals who are age 18 or older.

5.02 Election and Tenure.

Board Officers will be elected by the board of directors at each annual meeting. If the election is not held at the annual meeting, it must be held as soon after the annual meeting as convenient. Board Officers will hold office until their successors have been duly appointed and qualified, or their death, resignation, or removal.

5.03 Resignation.

Any officer may resign at any time, subject to their rights or obligations under any existing contracts between the officer and the corporation, by giving written notice to the Parker Town Council and either the chair, the president/executive director, or the secretary. The resignation does not have to be accepted to be effective, unless the notice specifies otherwise. The resignation will be effective upon receipt, unless the notice specifies a later effective date. If a resignation has a later effective date, the board of directors may permit the officer to remain in office until the effective date and fill the pending vacancy with a deferred effective date, or the board may remove the officer before the effective date and fill the resulting vacancy. An officer will be considered to have resigned if a court of competent jurisdiction determines they are incapacitated.

5.04 Removal.

The board of directors may remove a Board Officer at any time, with or without cause, by a majority vote of all directors in office. The board may remove a Staff Officer, who is not an employee of Parker, from office with or without cause, with notice to the Parker Town Council. Staff Officers who are employees of Parker may be removed for cause only, with notice to the Parker Town Council. Removal will not affect any contract rights of the officer removed. However, the election or appointment of an officer will not by itself create contract rights.

5.05 Authority and Duties.

The officers of the corporation will have the power and authority and will perform the duties specified below, either directly or by delegation to and oversight of other employees or agents of the corporation.

(a) Chair. The chair of the board, if any, will preside at all meetings of the board of directors; work with the president/executive director to see that all resolutions of the board are carried into effect; act as the spokesperson for the board in its dealings with the public; and perform all other duties incident to the office of the president and as may be assigned by the board.

(b) Vice Chair. The vice chair, if any, will assist the chair and carry out special assignments as requested by the board of directors or the chair. At the request of the chair, or in the chair's absence or inability or refusal to act, the vice chair will perform the duties of the chair and when so acting will have all the authority of and be subject to all the restrictions on the chair. The vice chair will also perform all other duties customary to that office or as assigned by the chair or the board.

(c) President/Executive Director. The president/executive director, subject to the direction and supervision of the board of directors, will have general and active control of the corporation's affairs and business, general responsibility for all day-to-day operations of the corporation, and general supervision of its employees and agents. The president/executive director will develop, direct, and supervise implementation of specific programs and activities that will further the corporation's purposes, and report on those programs and activities to the board. The president/executive director will see that all resolutions of the board are carried into effect. In the absence of a separate chair or vice chair, the president/executive director will be responsible for carrying out those functions. The president/executive director will also perform all other duties customary to that office or as assigned by the board.

(d) Finance Director. The finance director, subject to the direction and supervision of the president/executive director, will be the principal financial officer of the corporation with general responsibility for the financial affairs of the corporation. The finance director will: 1) be responsible for care and custody of all the corporation's funds, securities, evidences of interest or indebtedness, valuable papers and documents, and other personal property, and deposit, hold, and administer the same in accordance with corporate policy; 2) give and receive receipts and acquaintances for moneys paid to or received on account of the corporation and for debts or obligations discharged; 3) pay from the corporation's funds on hand all bills, payrolls, and other proper debts of the corporation, as they become due; 4) create, implement, and monitor fiscal and budgetary policies designed to protect the corporation's financial health while fulfilling corporate strategy; 5) supervise the corporation's controller; 6) monitor compliance with all requirements imposed on the corporation as an organization described in Section 501(c)(3) of the Internal Revenue Code; 7) prepare and furnish to the president/executive director and the board of directors statements of account showing the financial position of the corporation and the results of its operations; and 8) make such financial reports to the president/executive director and the board as they may request from time to time. The finance director will also perform all other duties customary to that office or as assigned by the president/executive director or by the board.

(e) Secretary. The secretary will see that minutes of the proceedings of the board of directors and any board committees are kept, that all notices are duly given as provided in these bylaws or the Colorado Revised Nonprofit Corporation Act, and that the corporate records are kept in good order in accordance with these bylaws and applicable law. The secretary will also perform all other duties customary to that office or as assigned by the president/executive director or the board. Assistant secretaries, if any, will have the same duties and authority as the secretary, subject to the direction and supervision of the secretary.

Article VI.
Fiduciary Matters

6.01 Indemnification.

The corporation will indemnify each person who is or was a director, officer, employee, or volunteer of the corporation to the fullest extent allowed under the Colorado Revised Nonprofit Corporation Act, and may purchase insurance insuring its obligations under this Section or otherwise protecting the persons intended to be protected by this Section. Any repeal or modification of this Section will be prospective only and will not adversely affect any right or indemnification of any person who is or was a director, officer, employee, or volunteer of the corporation existing at the time of the repeal or modification. The corporation may, but is not obligated to, indemnify any agent of the corporation not otherwise covered by this Section to the fullest extent allowed under the Colorado Revised Nonprofit Corporation Act. However, the corporation will not indemnify any person, nor advance any expense or purchase any insurance, in any manner or to any extent that would jeopardize or be inconsistent with the corporation's status as an organization described in Section 501(c)(3) of the Internal Revenue Code, or that would cause the imposition of any liability under Section 4958 of the Internal Revenue Code.

6.02 Standards of Conduct.

(a) Discharge of Duties. Each director must discharge their duties as a director, including their duties as a member of a committee of the board of directors, and each officer with discretionary authority must discharge their duties under that authority, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner they reasonably believe to be in the best interests of the corporation.

(b) Reliance on Others. In discharging their duties, a director or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: 1) officers or employees of the corporation whom the director or officer reasonably believes to be reliable and competent in the matters presented; 2) legal counsel, a public accountant, or another person as to matters the director or officer reasonably believes are within that person's professional or expert competence; or 3) as to a director, a committee of the board of directors of which the director is not a member if the director reasonably believes the committee merits confidence. A director or officer is not acting in good faith if they have knowledge concerning the matter in question that makes reliance otherwise permitted by this Section unwarranted.

(c) Liability to Corporation. A director or officer will not be liable to the corporation in their capacity as a director or officer for any action taken or omitted to be taken as a director or officer if, in connection with the action or omission, they performed the duties of the position in compliance with this Section.

6.03 Unlawful Distributions to Directors and Officers.

The corporation is not permitted to make Distributions to directors or officers. A "*Distribution*" for this purpose is the payment of a dividend or any part of the income or profits of the corporation to the directors or officers, but it does not include payment of reasonable compensation for services rendered. Any director who votes for or assents to a distribution made in violation of this Section will be liable to the corporation for the distribution, if they did not perform their duties in compliance with the general standards of conduct in Section 6.02. A director who is liable under this Section for a distribution is entitled to contribution from every other director who could be liable under this Section for the distribution, and from each person who accepted the distribution knowing the distribution was made in violation of the Colorado Revised Nonprofit Corporation Act.

6.04 Loans to Directors and Officers.

The corporation is not permitted to make loans to directors or officers. Any director or officer who assents to or participates in making any loan in violation of this Section will be liable to the corporation for the amount of the loan until the loan is repaid in full.

Article VII.
Books and Records

7.01 Permanent Records.

The corporation will keep as permanent records minutes of all meetings of the board of directors, a record of all actions taken by the board without a meeting, a record of all actions taken by a board committee in place of the board, and a record of all waivers of notices of meetings of the board or any board committee.

7.02 Accounting Records.

The corporation will maintain appropriate accounting records.

7.03 Records in Written Form.

The corporation will maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

7.04 Records Maintained at Principal Office.

The corporation will keep a copy of each of the following records at its principal office: 1) the corporation's articles of incorporation; 2) these bylaws; 3) a list of the names and business or home addresses of the current directors and officers; 4) a copy of the most recent corporate report delivered to the Colorado Secretary of State; 5) financial statements, if any, prepared for at least the last three years; 6) the corporation's application for recognition of exemption and the tax-exemption determination letter issued by the Internal Revenue Service; 7) the corporation's annual tax information returns for at least the last three years; and 8) all other documents or records required to be maintained by the corporation at its principal office under applicable law or regulation.

Article VIII.
Miscellaneous

8.01 Definitions.

Under these bylaws, the term "*Colorado Revised Nonprofit Corporation Act*" refers to the Colorado Revised Nonprofit Corporation Act, as amended from time to time, and the corresponding provisions of any subsequent laws. It includes, to the extent incorporated therein, the Colorado Corporations and Associations Act, as amended from time to time, and the corresponding provisions of any subsequent laws. The term "*Internal Revenue Code*" refers to the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any subsequent laws.

8.02 Fiscal Year.

The fiscal year of the corporation will begin on January 1 and end on December 31 of each year.

8.03 Contracts.

Contracts of the corporation may be entered into by officers or agents of the corporation authorized by the board of directors, and this authority may be general or specific.

8.04 Corporate Expenditures.

All expenditures of the corporation must comply with the Town of Parker's expenditure policies and procedures in effect from time to time.

8.05 Conveyances and Encumbrances.

Subject to Section 4.01(b), property of the corporation may be assigned, conveyed, or encumbered by officers or agents of the corporation authorized to do so by the board of directors, and authorized persons will have power to execute and deliver all instruments of assignment, conveyance, and encumbrance. However, the sale, exchange, lease, or other disposition of all or substantially all of the property and assets of the corporation will be authorized only in the manner prescribed by the Colorado Revised Nonprofit Corporation Act.

8.06 Designated Contributions.

The corporation may accept any contribution, gift, grant, bequest or devise with such designation, restriction or condition as may be imposed by the donor, so long as the designation, restriction or condition is consistent with the corporation's general tax-exempt purposes. However, the corporation reserves all right, title and interest in and to and control of such contributions, including authority over the ultimate expenditure of such contributions, so long as such expenditure is consistent with the donor-imposed designation, restriction, or condition or applicable law.

8.07 Amendments.

The board of directors has the power and authority to amend or repeal these bylaws and adopt new bylaws by the affirmative vote of a majority of all directors in office, subject to the prior approval of the Parker Town Council by Town Council Resolution.

(END)

BYLAWS CERTIFICATE

The undersigned certifies that they are the Secretary of the Greater Parker Foundation, a Colorado nonprofit corporation, and they may execute this certificate on behalf of the corporation. The undersigned further certifies the document attached to this certificate is a complete and correct copy of the bylaws currently in effect for the corporation.

Dated: ______________, 2021

Printed Name: ___________________________
Secretary

Approved by the Parker Town Council pursuant to Resolution No. 21-044, Series 2021.

BOARD POLICY MANUAL

OF

GREATER PARKER FOUNDATION

November 30, 2022

TABLE OF CONTENTS

1 INTRODUCTION

1.1 Purpose of Manual

This Board Policy Manual ("**Manual**") sets forth all the standing (on-going) policies ("**Board Policies**") adopted by the Board of Directors (the "**Board**") of the Greater Parker Foundation ("**GPF**") pertaining to the governance of the organization.

The Board has adopted this Manual in order to: a) consolidate all standing governance policies into one place; b) facilitate the quick orientation and education of new directors and key staff about current governance policies; c) eliminate redundant or conflicting governance policies over time; d) allow for ease of reviewing current governance policy while simultaneously considering new issues; and e) guide directors and key staff through clear, pro-active governance policies.

1.2 Hierarchy of Governing Documents

This Manual fits into the hierarchy of governing documents of GPF (collectively, the "**Governing Documents**") as follows:

1. Articles of Incorporation
2. Bylaws
3. Manual

In the event of a conflict between Board Policies, the Policy that is more specific to the situation will control.

1.3 Higher Authority

This Manual and the Board Policies contained herein are expected to be consistent with each other and are each subject to all applicable laws and regulations.

1.4 Transition

Except for time-limited or procedural-only Board decisions, which are recorded in regular Board minutes, all standing governance policies are to be included or referred to in this Manual. Whether adopted part by part or as a complete document, as soon as some version of the Manual is approved by a vote of the Board, those policies are deemed to supersede any past policies that might be found in old minutes or any compilation of board policies over the years, unless a prior Board resolution or contract obligates GPF to retain a specific policy.

2 ORGANIZATIONAL CONTEXT

2.1 Mission

GPF was established to enhance programs and projects that benefit the Parker community. GPF supports parks, recreation and open space, education, public safety, cultural arts, and historical legacy.

2.2 Vision

[Reserved]

2.3 Values

[Reserved]

2.4 Non-Discrimination

GPF shall make its services, facilities, and programs available to all persons regardless of race, color, religion, sex, national origin, age, disability, or other characteristic protected by law, and GPF shall not in any way discriminate against any person on the basis of color, religion, sex, national origin, age, disability, or other characteristic protected by law.

3 BOARD OF DIRECTORS

3.1 Fiduciary Oversight

3.1.1 *Overview*. The Board is the governing body of GPF, charged with ultimate authority over the business and affairs of GPF. Because the Board as a whole and the individual directors hold positions of trust with respect to GPF, Colorado law imposes certain standards of conduct and management on them. Specifically, directors must carry out their functions and responsibilities:

> In good faith; with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and in a manner they reasonably believe to be in the best interests of GPF. CRS § 7-128-401(1).

This statute codifies the common law fiduciary duties of care, loyalty, and obedience. Together, the statute and the common law provide the standards by which all actions of the Board and individual directors are judged. The Board as a whole and individual directors are expected to adhere to them in both their decision-making and oversight responsibilities.

3.1.2 *Duty of Care.* The duty of care requires directors to be reasonably informed about GPF's programs and mission, to participate meaningfully in decisions, and to do so in good faith and with the diligence, attention, care, and skill of an ordinarily prudent person in a like position under similar circumstances.

3.1.3 *Duty of Loyalty.* The duty of loyalty requires directors to exercise their powers in the best interests of GPF, placing the interests of GPF before their own private interests or the interests of another person or entity, especially an entity with which they have a formal relationship. The duty of loyalty is the same for all directors, whether elected or appointed. In practice, the duty of loyalty is carried out by disclosing conflicts of interest and adhering to GPF's Conflict of Interest Policy; avoiding the use of organizational opportunities for personal gain or benefit; and maintaining the confidentiality of information about GPF.

3.1.4 *Duty of Obedience*. The duty of obedience requires directors to comply with applicable federal, state, and local laws, comply with GPF's Governing Documents, and remain the guardian of GPF's mission.

3.2 Board Responsibilities

Board members are responsible for serving as good stewards of the GPF mission and resources, in accordance with their fiduciary duties. To this end, the Board's responsibilities include, subject to any advance approvals required by the Town of Parker Town Council (the "**Town Council**") under Section 4.01(b) of the Bylaws:

3.2.1 *Define and uphold GPF's mission, vision, and values.*

a. Periodically review the mission, vision, and values to ensure they are clearly stated, current, useful, valid, and honest;
b. Ensure that the mission, vision, and values guide strategic planning and day-to-day operations of GPF; and
c. Serve as ambassadors for GPF and its mission.

3.2.2 *Provide overall leadership and multi-year strategic direction for GPF.*

a. Participate in and approve decisions that set the strategic direction of GPF; and
b. Formally approve the goals and objectives of GPF; use them as a guide for budgeting and other priorities; and track and monitor their progress.

3.2.3 *Ensure that funds are secured to finance the current and future programs of GPF.*

a. Ensure the availability of reliable and diverse revenue sources;
b. Assist development staff in assessing fundraising targets and goals;
c. Establish clear obligations regarding the Board's personal financial commitment and fundraising commitment;
d. Help open doors through personal and professional networks; and
e. Help identify, cultivate, and steward potential donors.

3.2.4 *Oversee the financial affairs of GPF in a responsible manner, in accordance with established policies.*

a. Review, approve, and track an annual budget;
b. Receive and review periodic financial statements;
c. Ensure internal controls for cash management are followed;
d. Ensure an independent financial audit is conducted and review the auditor's report each year;
e. Review federal tax filings before filing;
f. Ensure GPF is not subjected to unnecessary risk;
g. Ensure and monitor adequate operational reserves and endowments; and
h. Review and approve the investment policy and oversee investment performance.

3.2.5 *Advance the ethical and legal integrity of GPF.*

a. Ensure GPF operates in a transparent, accountable manner, in accordance with the Governing Documents;
b. Ensure GPF adheres to legal standards and ethical norms, including compliance with all legal and regulatory requirements; and
c. Monitor and ensure legal compliance for maintaining nonprofit and tax-exempt status, including the filing of periodic reports and any required state and local filings regarding charitable solicitations, sales and use tax, unrelated business income tax, and property tax.

3.2.6 *Ensure good governance practices.*

a. Establish, periodically review, and amend as necessary the Governing Documents;
b. Identify, recruit, and conduct due diligence on nominees to the Board following the Nomination Policy;
c. Provide effective orientation for new directors and in-service board education and training for existing directors as needed;
d. Select Board officers and follow an orderly succession process to ensure continuing governance capability and leadership vitality;
e. Conduct an annual Board self-evaluation and evaluate and implement opportunities for improvement;
f. Hold periodic retreats and workshops focused on broad direction and policy considerations for the organization;
g. Properly identify and manage conflicts of interest in accordance with the Conflict of Interest Policy; and
h. Ensure each director understands their fiduciary duties.

3.2.7 *Select, support, and evaluate GPF's president/executive director, who supervises all paid and volunteer staff, and is responsible for all day-to-day operations within the organization.*

a. Develop a job description; and when the Board is ready to hire a president/executive director who is not also an employee of the Town of Parker, lead the search process, conduct due diligence on candidates, and make the final hiring decision;
b. Ensure appropriate succession planning for the president/executive director;
c. Provide personal and organizational support for the president/executive director;
d. Provide the president/executive director with frequent, substantive, and constructive feedback;
e. Undertake a formal annual performance review of the president/executive director, guided by mutually agreed upon annual goals and objectives; and

f. When the Board is ready to hire a president/executive director who is not also an employee of the Town of Parker, establish and periodically review the president/executive director's compensation, following IRS "safe harbor" measures when possible.

3.2.8 *Monitor and enhance the community and professional image of GPF.*

a. Strategically communicate GPF's story and contribute to a healthy and accurate public image for the organization; and
b. Accept and respond as appropriate to feedback, suggestions, complaints, and concerns on what GPF does well and what it can do better.

3.2.9 *Ensure effective organizational planning and performance and monitor GPF's professional delivery of programs and services.*

a. Understand GPF's signature programs vs. those that are least consequential to its mission; stay informed about and ensure current and proposed offerings align with GPF's mission; and decide among competing priorities;
b. Assess the operational effectiveness, appropriateness, financial condition, and programmatic activity of GPF's offerings, focusing on organizational impact;
c. Evaluate user satisfaction data and cost-benefit analyses for GPF's programs; and
d. Support staff in the successful completion of their responsibilities.

3.3 Directors' Individual Commitments

3.3.1 Each director commits to:

a. Understand and discharge his or her fiduciary duties to GPF (Section 3.1).
b. Carry out his or her responsibilities as a director (Section 3.2).
c. Spend enough time to perform Board and committee responsibilities (estimate of at least six hours per month).
d. Attend Board meetings regularly and notify the Board Chair in advance when unable to attend. Per the Bylaws, a director will be considered to have resigned if they fail to attend three or more consecutive meetings of the Board without being excused by the Board Chair, and their failure to attend is confirmed by the affirmative vote of the Board.
e. Unless excused by the Board Chair, serve on at least one standing committee of the Board.
f. Understand that any operational volunteer support they offer to GPF will be under the direction and supervision of the president/executive director or a responsible staff person.

3.3.2 Directors are encouraged to donate to GPF annually, whether it be monetary or in-kind donations (including volunteer service), according to their personal means and actively participate in and support GPF's fundraising efforts by attending and assisting with fundraising activities.

3.4 Board Meetings

[Reserved]

3.5 Resources

Directors are encouraged to become familiar with the following resources to further understand their duties and responsibilities:

Colorado Revised Nonprofit Corporation Act, CRS §§ 7-128-401, 7-128-403, and 7-128-403 -- https://altitude.law/resources/pdf/colorado-revised-nonprofit-act/

GPF's Bylaws

Practices and Principles for Nonprofit Excellence in Colorado -- https://www.coloradononprofits.org/resources/principles-practices

Colorado Secretary of State E-Learning Module -- https://www.sos.state.co.us/pubs/charities/boardTrainingModules.html

Legal Responsibilities of Nonprofit Boards, BoardSource Governance Series -- https://boardsource.org/product/legal-responsibilities-of-nonprofit-boards-third-edition/

Ten Basic Responsibilities of Nonprofit Boards, BoardSource Governance Series -- https://boardsource.org/product/ten-basic-responsibilities-nonprofit-boards/

4 BOARD COMMITTEES

[Reserved]

5 BOARD OFFICERS

[Reserved]

6 BOARD NOMINATION POLICY

6.1 Purpose and Scope

6.1.1 ***Purpose.*** This Section of the Manual constitutes GPF's Board Nomination Policy (referred to in this Section as the "**Policy**"). Its purpose is to guide and assist GPF in building and maintaining a diverse and dynamic Board that can help GPF best accomplish its charitable mission in a manner that is consistent with its values.

6.2 Board Composition

6.2.1 GPF currently has a two-member Board, which can expand to up to 10 members. Per the Bylaws, all directors are appointed by the Town Council in conjunction with the Town Council's annual retreat. Two directors must be members of the Town Council. These are referred to as "**Council Directors**". The remainder are referred to as "**At-Large Directors**."

6.3 Desired Qualifications and Characteristics

6.3.1 GPF requires all directors to have the highest professional and personal ethics; to have the ability to understand and fulfill their fiduciary obligations to GPF, in accordance with GPF's Governing Documents and all applicable legal and regulatory requirements; to devote sufficient time to effectively carry out their duties; to develop a good working relationship with the other members of the Board and committees of the Board, and with officers and senior staff of GPF; and to provide insights and practical wisdom based on their experience and expertise. GPF requires all directors to make an annual gift to GPF according to their individual means, and to support the fundraising efforts of GPF.

6.3.2 GPF will strive to have a diverse and inclusive Board, consistent with its non-discrimination policy (Section 2.4); a Board that is broadly representative of the many groups and interests GPF serves; and a Board with a variety of experiences, talents, community connections, and skill sets that are useful to GPF.

6.4 Nominee Recruitment and Evaluation Process

6.4.1 ***Recruitment Generally.*** The Board as a whole is responsible for cultivating and identifying potential individuals to serve as At-Large Directors, although as the Board expands, some or all of this function may be delegated to a Governance Committee. GPF staff should also maintain a continuing awareness of the need to cultivate and identify potential At-Large Directors.

6.4.2 ***Board Composition Matrix.*** The Board will develop, maintain, and continuously refine a Board Composition Matrix, in substantially the form of Appendix A, that both assesses the composition of the Board at a particular point in time, and assists the Board in identifying gaps in that composition where recruitment efforts should be targeted.

6.4.3 ***Public Call.*** Prior to consideration of nominations for At-Large Directors, the Board is encouraged to make a public call for nominations for interested persons to serve on the Board, via its website or other local media channels. Interested individuals should submit a standard application that includes information on their background, experience, and interests.

6.4.4 ***Evaluation of Candidates.*** The Board will review and consider all nominations that come in through the public call process, as well as nominations that come in through other channels, and will use the Board Composition Matrix to assess those individuals against the current Board's composition and needs, in developing a slate of candidates to recommend to the Town Council for appointment to the Board.

6.5 Appointment of Directors

6.5.1 Notwithstanding anything in this Policy to the contrary, the Town Council will have the option to appoint individuals to the Board who are not included on the slate recommended by the Board.

7 CONFLICT OF INTEREST POLICY

7.1 Purpose and Scope

7.1.1 ***Purpose.*** This Section of the Manual constitutes GPF's Conflict of Interest Policy (referred to in this Section as the "**Policy**"). Its purpose is guide and assist GPF in handling actual or potential conflicts of interest between GPF and those holding positions of authority within the organization, to ensure its interests are adequately protected. This Policy supplements, but does not replace, federal and state laws governing conflicts of interest applicable to tax-exempt nonprofit corporations. Nothing in this Policy will cause a transaction or other action of the Foundation to become void or voidable if the transaction or action is not otherwise void or voidable under those laws.

7.1.2 ***Scope.*** This Policy applies to the following persons ("**Responsible Persons**"):

a. Members of the Board;
b. Members of any committee with Board-delegated powers;
c. Officers of the Foundation; and
d. Other individuals holding senior staff positions within the Foundation.

7.2 Definitions

7.2.1 ***Conflict of Interest.*** A "Conflict of Interest" occurs when a Responsible Person's private interest interferes in any way with the Foundation's interest. The conflict can arise directly, as is the case when the Responsible Person's own private interest is involved, or indirectly, as is the case when the private interest of a Related Person (as defined below) is involved. Either way, the private interest may make it more difficult for the Responsible Person to perform their work objectively and effectively, even if there is no improper personal benefit to the Responsible Person or Related Person. The following are examples of conflicts of interest, though not exhaustive:

a. A contract, transaction, or financial relationship of any kind between the Foundation and a Responsible Person or Related Person (e.g., supply of goods or services, purchase or lease of property, loan, or other extensions of credit).
b. Receipt of gifts, entertainment, or other favors by a Responsible Person or Related Person, given because of the Responsible Person's position with the Foundation, from anyone doing or seeking to do business with the Foundation or receiving or seeking some benefit from the Foundation in return. This does not include, however, accepting items of nominal or insignificant value consistent with good business ethics.
c. Receipt of a non-financial benefit by a Responsible Person or Related Person that would not be available but for the Responsible Person's position with the Foundation (e.g.,

preferential treatment, access to or use of nonpublic information for personal benefit, adoption of a policy that provides significant personal benefits).

For the avoidance of doubt, a "Conflict of Interest" does not include a standard gift, grant, or contribution by a Responsible Person or a Related Person to the Foundation, "standard" meaning a gift, grant, or contribution which may be accepted by the president/executive director without further approval by the Board or the Town Council under the Gift Acceptance Policy.

7.2.2 ***Related Person.*** A "Related Person" includes a person that has one of the following relationships with a Responsible Person:

a. "Family Member," defined as a spouse or domestic partner; descendant and their spouse or domestic partner; ancestor and their spouse or domestic partner; and sibling and their spouse or domestic partner and descendants; in each case, whether by blood, marriage, or adoption.
b. "Related Organization," defined as an organization (for-profit or nonprofit) in which the Responsible Person or a Family Member either serves as an officer, director, trustee, or general partner or in similar capacity (whether paid or volunteer); or has a business or financial relationship that, in view of all the circumstances, could call into question the objectivity of the Responsible Person with respect to the matter to be decided.
c. "Related Trust or Estate," defined as a trust or estate in which a Responsible Person or Related Person has a beneficial interest.
d. "Other Close Personal Relationship," defined as an interpersonal relationship that in frequency and intimacy of interaction consistently exceeds that which would normally be considered typical of a casual acquaintance, and that in view of all the circumstances could call into question the objectivity of the Responsible Person with respect to the matter to be decided.

7.3 Policy and Procedures

7.3.1 ***Disclosure.*** Each Responsible Person is obligated to a) scrutinize on an ongoing basis, their interests, positions, and relationships, and those of Related Persons, to identify potential Conflicts of Interest and; b) promptly disclose to the Board when it arises any situation that might reasonably be viewed as a potential Conflict of Interest.

Disclosure is required even if the Responsible Person does not believe that a potential Conflict of Interest constitutes an actual Conflict of Interest. Further, if one Responsible Person has reason to believe another Responsible Person has failed to disclose a potential Conflict of Interest, such Responsible Person has a duty to report the potential Conflict of Interest.

7.3.2 ***Evaluation.*** The Board is responsible for determining whether a potential Conflict of Interest constitutes an actual Conflict of Interest. If practicable, the conflicted Responsible Person will be given an opportunity to make a presentation to the Board and respond to questions regarding the potential Conflict of Interest, but they must be absent from actual deliberation and voting as to whether the potential Conflict of Interest is an actual Conflict of Interest, and they must not attempt to exert personal influence with respect to the vote, either during or outside the meeting.

If the Board determines a potential Conflict of Interest, as defined in this Policy, is not an actual Conflict of Interest, as defined in this Policy, that finding must be recorded in the minutes of the meeting. However, no further special action is required as to the matter involving the potential Conflict of Interest. If the Board determines that a potential Conflict of Interest is an actual Conflict of Interest, the matter should proceed as set forth under the next paragraph.

7.3.3 ***Decision-Making.*** If the Board determines a potential Conflict of Interest is an actual Conflict of Interest under the preceding paragraphs, it may nevertheless approve the matter involving the Conflict of Interest so long as:

a. All facts material to the Conflict of Interest from the standpoint of the Foundation have been disclosed or are otherwise known to the Board in advance of the decision.
b. The Board in good faith authorizes, approves, or ratifies the matter by the affirmative vote of a majority of all the disinterested directors at a meeting at which a quorum is present, even though the disinterested directors are less than a quorum.

Although the conflicted Responsible Person may make a presentation at any Board meeting at which matter involving a Conflict of Interest is to be taken and respond to questions, they must be absent from actual deliberation and voting on the matter and must not attempt to exert personal influence with respect to the matter, either during or outside the meeting.

Arrangements involving an actual Conflict of Interest that provide for ongoing or continuing services or sales on an as-needed basis should be reviewed and approved by the Board periodically, but do not require a transaction-by-transaction approval.

7.3.4 ***Documentation.*** The following information is to be documented in the corporate records with respect to any vote by the Board on a matter involving an actual Conflict of Interest:

a. The name of the Responsible Person having an actual Conflict of Interest.
b. The fact of the Responsible Person’s disclosure of material facts relating to the Conflict of Interest.
c. The fact of the Responsible Person’s departure from the meeting during deliberation and voting on the matter involving the Conflict of Interest.

d. The names of persons who were present for deliberation and voting on the matter involving the Conflict of Interest.
e. A statement to the effect that the Board decided to proceed with the matter involving the Conflict of Interest for the Foundation's benefit, despite the Conflict of Interest, and that the Board determined the matter was fair and reasonable to the Foundation.

7.3.5 ***Annual Reaffirmation.*** Each Responsible Person will be required, upon adoption of this Policy, or election or appointment, and at least annually thereafter, to sign a statement affirming or reaffirming that they have received a copy of the Policy, have read and understood the Policy, and agree to comply with the Policy. The annual statement may include other specific questions pertaining to this Policy that must be answered. See Appendix B for the annual statement.

7.3.6 ***Violations.*** Any violation of this Policy may cause significant harm to the reputation of the Foundation, in addition to legal and financial liability. If a Responsible Person has reason to believe another Responsible Person has failed to comply with this Policy, they shall promptly inform the Board, and the Board shall promptly investigate and afford the affected Responsible Person an opportunity to respond. If after hearing the response and making such further investigation as may be warranted in the circumstances the Board determines there was a failure to comply with the requirements of this Policy, the Board will take such disciplinary and corrective action as it deems appropriate, including removal from their position.

7.3.7 ***Intermediate Sanctions.*** To the extent feasible, Conflicts of Interest should be handled under the Treas. Reg. § 53.4958-6 "rebuttable presumption" process, in addition to this Policy. Please refer to the checklist attached as Appendix C to help facilitate compliance with that process.

8 GIFT ACCEPTANCE POLICY

8.1 Purpose and Scope

8.1.1 ***Purpose.*** This Section constitutes GPF's Gift Acceptance Policy (referred to in this Section as the "**Policy**"). GPF solicits gifts from individuals, businesses, foundations, and governmental agencies to secure the future growth and mission of GPF. Certain types of gifts, however, pose special issues and risks to GPF and must be reviewed prior to acceptance. The purpose of this Policy is to provide guidance as to the types of gifts that can be accepted without review, those that require review by the Development Committee (if any), the Board, or legal counsel, and those that GPF is not in a position to accept.

8.1.2 ***Scope.*** This Policy applies to all gifts received by GPF for programs, services, or operating expenses.

8.2 Definition of Gift and Related Terms

8.2.1 Gifts to GPF may come in a variety of forms, including cash, marketable securities, products and services, and, on a very limited basis, real and personal property.

8.2.2 Gifts may be current or deferred. The most common types of deferred gifts are bequests and multi-year-pledges.

8.2.3 Gifts received by GPF may be unrestricted as to purpose or use, or they may be restricted for a particular program or activity to which the funds or resources must be directed. However, GPF's ability to accept such restricted gifts will depend on the nature and extent of the restriction.

8.2.4 In all cases, a gift is an irrevocable transfer of money or property to GPF.

8.3 Standards of Conduct

8.3.1 GPF holds itself to a high standard of ethical conduct and will abide by its Conflict of Interest Policy in accepting any gift.

8.3.2 GPF urges prospective donors to consult with personal legal and financial advisors in matters relating to their gifts and the resulting tax and estate planning consequences.

8.4 Types of Gifts Accepted

8.4.1 ***Cash gifts***, in the form of cash, check, money order, or wire transfer, will be accepted without review unless the president/executive director, in their judgment, determines that the gift involves special circumstances requiring review by the Board. All checks should be made payable to the Greater Parker Foundation. In no event should a check be made payable to an employee, agent, or volunteer for the credit of GPF. GPF does not currently have the capacity to accept cash gifts by credit card, but may add such capacity in the future.

8.4.2 ***Marketable securities,*** such as publicly traded securities, commercial paper, Treasury bills, and other money market instruments, will be accepted without review unless the president/executive director, in their judgment, determines that the gift involves special circumstances requiring review by the Board. Such securities may be transferred to an account maintained by GPF at one or more brokerage firms. As a rule, all publicly traded securities and commodities will be sold upon receipt unless otherwise directed by the Board.

In some cases, marketable securities may be restricted by applicable securities laws. The Board will review and approve these types of gifts prior to acceptance. These securities will be sold at the first available opportunity, unless otherwise directed by the Board.

8.4.3 ***Restricted gifts*** impose a legal obligation on GPF to use the gift for a particular program or purpose directed by the donor. To provide GPF with maximum flexibility in the pursuit of its mission, donors will typically be encouraged to make unrestricted gifts to GPF. Restricted gifts may be accepted by the president/executive director without further approval if a) the gift restriction is for a particular program or purpose previously approved by the Board and Town Council as a funding priority for GFP, and b) the gift restriction does not impose restrictions beyond basic identification of the program or purpose funded (e.g., for the Town's cultural program). If the restricted gift is more than $5,000.00, it must also be approved by the Town Manager to ensure the Town can utilize the entire gift in accordance for the restricted program or purpose. All other restricted gifts must be approved by both the Board and the Town Manager. If a gift is deemed too restrictive to be useful or desirable, the donor will be counseled to remove or modify the restrictions. If no agreement can be reached, the gift will be declined.

8.4.4 ***Gifts "in memory of"*** or ***"in honor of"*** persons by name will be treated as unrestricted unless the donor requests otherwise.

8.4.5 ***Gifts involving minor "naming rights,"*** i.e., the right or opportunity of the donor to place their name or the name of a loved on a brick, plaque, or other small object, may be accepted by the president/executive director without further review if received as part of a Board-approved fundraising campaign.

8.4.6 ***Gifts of personal property*** may be accepted may be accepted by the president/executive director without further review if received as part of a Board-approved fundraising event, such as a silent auction or raffle.

8.4.7 ***In-kind gifts of goods and services*** may be accepted by the president/executive director without further review unless, in their judgment, the gift involves special circumstances requiring review by the Board.

8.5 Types of Gifts Not Accepted

8.5.1 Currently, GPF is not able to accept gifts other than those described in Section 8.4, without both Board and Town Council approval. Such gifts include, without limitation:

a. ***Non-marketable securities and closely-held business interests,*** such as debt and equity positions in non-publicly traded companies, and interests in sole proprietorships, partnerships, limited partnerships, limited liability companies, and S corporations.

b. ***Real property gifts,*** including developed property, undeveloped property and gifts subject to a prior life interest.

c. ***Tangible and intangible personal property****,* such as art and collectibles, motor vehicles, copyrights, and other intellectual property, unless described in Section 8.4.6.

d. ***Bargain sales,*** i.e., transfers of property partially by gift and partially by sale.

e. ***Gifts involving "naming rights," beyond those described in Section 8.4.5.*** This would include, for example, gifts that allow the donor or their designee the right or opportunity to name any building, outdoor or interior area, space, feature, substantial object, program, or activity.

8.5.2 GPF reserves the right to refuse any gift that: 1) is contrary to GPF's Articles of Incorporation or Bylaws; 2) would result in GPF losing its 501(c)(3) status; 3) is too difficult or expensive to administer in relation to its value; 4) is for a purpose outside GPF's mission; or 5) would result in any unacceptable consequences to GPF. The decision to decline a gift for any reason may occur at any level, i.e., by the president/executive director or by the Board.

8.6 Legal Counsel

GPF will seek the advice of legal counsel in matters relating to gift acceptance when appropriate. Review by counsel is generally recommended for the types of gifts requiring both Board and Town Council approval, as described in Section 8.5.1; gifts involving a significant use/purpose restriction, to assist the Board and Town Council in determining the restrictions do not hamper the usefulness or desirability of the gift; and other gifts in which use of counsel is deemed appropriate by the president/executive director, the Board, the Town Manager, or the Town Council.

8.7 Acknowledging, Reporting and Recognizing Gifts

8.7.1 *Acknowledgement/Receipts.* To provide donors with the supporting documentation needed to claim a charitable contribution for their gift, GPF will provide donors with written acknowledgement of any gift. The president/executive director is responsible for this task. For acknowledgement purposes, GPF will follow the following guidelines:

a. *For cash gifts* of at least $250, acknowledgement will include the amount of the gift, the date of receipt, if no goods or services were provided by GPF to the donor in exchange for the gift, a statement to that effect, and if goods or services were provided by GPF, a good faith estimate of the value of such goods or services provided by GPF;
b. *For non-cash gifts*, acknowledgement will include a description of the gift property *(but not an indication as to its value)*, the date of receipt, if no goods or services were provided by GPF to the donor in exchange for the gift, a statement to that effect, and if goods or services were provided by GPF, a good faith estimate of the value of such goods or services provided by GPF; and
c. *For quid pro quo gifts of cash or property* over $75 in value, which are payments or transfers that are part charitable contribution, part payment for goods or services, acknowledgement will follow the appropriate format listed above, and also will include (i) a statement that the amount of the contribution that is deductible for federal tax purposes is limited to the excess amount of the contribution over the value of the goods or services provided by GPF; and (ii) a good faith estimate of such goods or services provided by GPF.

If requested by the donor, for cash gifts of less than $250, GPF will provide the donor with a receipt evidencing their donation.

8.7.2 *Reporting.* For reporting purposes, GPF will follow the following guidelines:

a. *Valuation of gifts* for internal bookkeeping purposes only *(as GPF does not indicate value of gifts received by GPF for gift acknowledgement purposes)* will occur as of the date the donor relinquished control of the asset to GPF. The amount reported on GPF's books should be arrived at without regard to the donor's personal estimation of the gift's value, the worth and date of the gift reported by the donor to the IRS, or the value placed on it by the IRS in reference to the individual's personal tax liability. GPF may, but is not be required to, use the Partnership for Philanthropic Planning Guidelines for Reporting and Counting Charitable Gifts, IRS Publication 526 Charitable Contributions, IRS Publication 561 Determining the Value of Donated Property, or similar guidelines;
b. The *gift's date* will be defined as the date the donor irrevocably relinquished control of the property to GPF;
c. *Appraisals* of property are the responsibility of the donor; and
d. *IRS filings* must be made with respect to certain non-cash gifts. GPF will make all such filings within the specified time frame. Specifically, if a donor makes a gift of property (other than certain publicly traded securities) valued at more than $5,000, GPF must acknowledge that gift *(but not indicate agreement as to the value of the gift claimed by*

the donor) on IRS Form 8283, which the donor is responsible for preparing and filing. If GPF disposes of such property within three years of receipt, GPF is responsible for preparing and filing IRS Form 8282. Special filing requirements also apply for gifts of intellectual property that produce income during any given year (see Form 8899) and gifts of motor vehicles, boats and airplanes valued at more than $500 (see Form 1098-C).

8.7.3 *Recognition.* Suitable recognition for major gifts, including mention in the Annual Report, will be given to donors at the discretion of the Board, subject to relevant guidelines. GPF will respect the wishes of donors wishing to support GPF anonymously and will take reasonable steps to safeguard those donors' identity, subject to applicable law.

8.8 Resources

IRS Form 8282 and Instructions
IRS Publication 561 (Determining the Value of Donated Property)
IRS Publication 526 (Charitable Contributions)

9 ADMINISTRATION

This Manual is approved by the Board and any changes require Board approval. The Board reserves the right to amend or supplement this Manual at any time. Except to the extent administration of a particular policy included or referred to in this Manual is delegated to another Board committee, the Governance Committee is responsible for oversight and periodic review of this Manual and recommending any changes to the Board, as appropriate. If there is no Governance Committee, the responsibility falls to the Board as whole.

Adopted by Board of Directors:

____

Printed Name: Chris Vanderpool, Secretary

APPROVAL
Original version approved November 30, 2022 effective immediately

GREATER PARKER FOUNDATION
BOARD COMPOSITION MATRIX

Board Matrix Worksheet	Current Board Members	Prospective Board Members	Total Board Members
Areas of Expertise/Leadership Qualities			
Administration/Management			0
Finance/Accounting/Investment			0
Fundraising/Development			0
Legal			0
Public Relations			0
Marketing/Communications/Public Relations			0
Human Resources			0
Strategic Planning			0
Technology			0
Programming (arts, entertainment, education)			0
Hospitality			0
Preservation			0
Sustainability			0
Architect/Engineer			0
Real Estate			0
Community Builder			0
Other			0
Resources			
Donor			0
Access to Donors			0
Access to Other Resources (foundations, corporate partners)			0
Availability for Active Participation (donor visits, grant writing)			0
Community Connections			
Town of Parker			0
Neighbors			0
Arts & Culture			0
Open Space			0
Education			0
Philanthropy			0
Small Business			0
Corporate Partners			0
Other			0
Personal Style			
Visionary Leader			0
Strategist			0
Implementor			0
Good Communicator			0
Constructive Protagonist			0
Consensus Builder			0
Age			
18 – 34			0
35 – 50			0
51 – 65			0
Over 65			0
Gender			
Male			0
Female			0
LGBTQ/Non-binary			0
Race/Ethnicity			
African American			0
Asian/Pacific Islander			0
Caucasian			0
Latinx			0
Native American			0
Other			0

Greater Parker Foundation
Annual Statement

1. Conflict of Interest policy

Please indicate whether you received a copy of GPF's Conflict of Interest policy, read and understand the policy, and agree to comply with it.

______ ______
YES NO

2. Concerns About Policy

Do you have any concerns about the ability of yourself or others to comply with the requirements of the Conflict of Interest Policy?

______ ______
Yes No

If yes, please describe your concerns, including any ways in which the Board may be able to help.

____
____

3. Policy Violations

If you suspect any violations of the Conflict of Interest Policy by any Responsible Persons, have you reported such suspected violations to the Board?

______ ______
Yes No

I certify that the information set forth above is complete and accurate to the best of my knowledge and belief. I also agree that I will promptly inform the Board of any actual or apparent violation of the Conflict of Interest Policy that arises and that has not been disclosed in this Questionnaire in accordance with the Conflict of Interest Policy.

____
Signature

____
Date

Greater Parker Foundation
Rebuttable Presumption Checklist
(Non-Compensation Transactions)
(Attach to Minutes of Authorized Body)

1. Name of disqualified person:____

2. Description of transaction: ____

3. Terms of transaction:

   (a) Consideration:____

   (b) Term:____

   (c) Other:____

   ____

   ____

4. Total consideration approved:____

5. Description of types of comparability data relied upon (e.g., current independent appraisals; offers from competitive and open bidding process):

   (a) ____

   (b) ____

   (c) ____

   (d) ____

6. Office and file where comparability data is kept:______________________________

7. How comparability data relied upon was obtained:

   ____
   ____
   ____

8. Range of value per comparability data:

____
____
____

9. Explanation for any deviation from range of value per comparability data:

____
____
____

10. Date transaction was approved by authorized body:__________________________________

11. Members of the authorized body who were present (indicate with X if voted in favor):

____
____
____
____

12. Names of and actions (if any) by members of authorized body having a conflict of interest:

____
____
____

13. Date of preparation of this Checklist (must be prepared by the later of next meeting of authorized body, or 60 days after authorized body approved compensation):

____

14. Date of approval of this Checklist by authorized body (must be within reasonable time after preparation of documentation above): __________________________________

TOWN OF PARKER / GREATER PARKER FOUNDATION COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of August 2012, by and between the Greater Parker Foundation, a Colorado nonprofit corporation (the "Foundation") and the Town of Parker, a Colorado municipal corporation (the "Town") (individually a "Party" and collectively the "Parties").

WHEREAS, the Foundation is a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, which is organized and operated for the exclusive benefit of the Town; and

WHEREAS, the Parties desire to set forth terms governing the Foundation's use of Town employees, facilities and resources in carrying out the Foundation's purpose.

NOW, THEREFORE, in consideration of the mutual promises and covenants as set forth below, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. EMPLOYEES

A. The Foundation may use Town employees to support Foundation-related work, with the prior authorization of the Town Administrator. Other than as contemplated by Subsection B below, work performed by Town employees for the Foundation shall be limited to administrative functions authorized by the Town Administrator (such as taking minutes, filing records, and assisting with mailings), and shall be performed during the employees' regular work hours and days. The Parties intend to limit Town employee work for the Foundation to nonovertime hours.

B. With prior authorization of the Town Administrator, the Foundation may use Town employees to perform executive or management level positions on behalf of the Foundation. The specific duties of such positions shall be set forth in a separate written document executed by an authorized representative of the Foundation and the Town Administrator, and may include, but shall not be limited to positions as the Foundation's executive director, treasurer, secretary, or manager. Such positions shall be performed by Town employees who are exempt from the overtime regulations of the Fair Labor Standards Act (the "FLSA"). The duties performed by these Town employees on behalf of the Foundation shall be of such a nature so as to not jeopardize their exempt status under the FLSA.

C. Town employees shall remain the exclusive employees of the Town for all purposes including compensation, benefits, discipline and insurance (including workers' compensation). Town employees shall be subject to the Town's employment policies, practices and procedures, and the Foundation shall have no authority, disciplinary or otherwise, over Town employees. The Foundation shall comply with all the Town's employee-related requirements during the Foundation's use of Town employees, including without limitation the Town's nondiscrimination and harassment policies. Any issues regarding employee performance with respect to Foundation-related work shall be addressed with the Town Administrator. At the request of the Town Administrator, the Foundation shall provide the Town Administrator reports regarding the Foundation's use of Town employees. The reports shall be provided on a schedule requested by the Town Administrator, but no more frequently than bi-monthly, and shall be in sufficient detail for the Town Administrator to ascertain the specific employees performing work for the Town and the estimated amount of time each employee dedicated to Foundation work during the reporting period.

II. FACILITIES AND RESOURCES

A. With prior approval of the Town Administrator, the Town may provide the Foundation with meeting and office space owned or controlled by the Town, office equipment and supplies, including computers and IT equipment, and related maintenance services (collectively, "Facilities"). All Facilities loaned to the Foundation by the Town shall remain property of the Town. All Facilities acquired by the Foundation shall remain property of the Foundation. The Foundation shall comply with all applicable Town policies related to the use of office space within the Town's buildings.

B. Town employees may use their Town email accounts when conducting Foundation business, provided they use reasonable efforts to notify third parties the communication is on behalf of the Foundation.

III. DOCUMENTS

The Parties' documents and records shall not be commingled, and shall be secured in a manner mutually acceptable to the Foundation and the Town Administrator. The Foundation's use of Town facilities and resources (including Town email accounts) shall not cause any Foundation document to become a public record under the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq*., as amended. It is the express intent of the Parties that Foundation documents shall remain at all times and for all purposes Foundation-owned and controlled documents, which are not subject to the custody or control of the Town's custodian of records. The Foundation acknowledges that it shall have no access to any information possessed by the Town or its employees which is designated as confidential by the Town, or otherwise protected from disclosure by the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq*., as amended.

IV. RELATIONSHIP OF PARTIES

This Agreement does not and shall not be construed to:

1. Create a relationship of joint venturers, partners, or employer-employee between the Parties;
2. Authorize officials, representatives, consultants or employees of either Party to act as agents of the other Party; or
3. Permit a Party to assume the debts, obligations or liabilities of the other in the absence of an express written agreement.

V. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall terminate upon thirty (30) days' written notice from either Party.

VI. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Douglas County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Foundation shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States mail to the party at the following addresses:

The Foundation:	Greater Parker Foundation Attn: Denise Zoglmann 20120 East Mainstreet Parker, Colorado 80138
The Town:	Town of Parker G. Randolph Young, Town Administrator 20120 E. Mainstreet Parker, Colorado 80138

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto shall be assigned by either party without the written consent of the other.

I. No Waiver of Governmental Immunity Act. The parties hereto understand and agree that the Town, its officials, officers 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, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Town.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

TOWN OF PARKER, COLORADO

By: ______________________________
G. Randolph Young, Town Administrator

ATTEST:

Susan Sorlien, Deputy
~~Carol Baumgartner~~, CMC, Town Clerk
Susan Sorlien

GREATER PARKER FOUNDATION

By: ______________________________
Mike Waid, President Director

PARKER
COLORADO

MEMORANDUM

TO:	Honorable Mayor and Members of Town Council
FROM:	Michelle Kivela, Town Manager Diane Arthur, Assistant Town Manager
DATE:	March 3, 2023
SUBJECT:	Town Policy Manual

ISSUE:

The Parker Town Council is authorized under the Town Charter to promulgate policies to guide various functions of the Town, which policies are to be administered by the Mayor or Town Manager. The purpose of the Town of Parker Policy Manual is to consolidate applicable Town Council policies adopted by Town Council resolution into a reference document that is both accessible and transparent. Annually, the Town Manager and Town Attorney will review the Town of Parker Policy Manual for needed additions, changes, and deletions deemed appropriate, subject to approval by the Town Council. However, recommended revisions or new policy statements may be brought forward for Town Council consideration at any other time during the year.

FISCAL/BUDGET IMPACT:

BACKGROUND:

RECOMMENDATION:

REQUESTED DIRECTION:

During the March 3, 2023 Council Retreat, Council shall provide direction to staff regarding the draft edits and updates to the various policies within the Town Policy Manual. No formal action is required at this time. Once consensus is reached regarding the edits/updates, the Town Policy Manual updates will be added to a future (TBD) Regular Council Meeting for formal approval.

ATTACHMENT:

1. Town Policy Manual Feb 2023 Edits
2. Town Policy Manual Edit Summary

Town of Parker Policy Manual

Approved by the Parker Town Council

Effective Date: August 20, 2018

Amended Date:

The Parker Town Council is authorized under the Town Charter to promulgate policies to guide various functions of the Town, which policies are to be administered by the Mayor or Town ~~Administrator~~Manager. The purpose of the Town of Parker Policy Manual is to consolidate applicable Town Council policies adopted by Town Council resolution into a reference document that is both accessible and transparent.

Table of Contents

Town of Parker, Colorado

POLICY STATEMENT

TITLE Establishing the Town of Parker Policy Manual	**PAGE** 1 of 2	**POLICY NUMBER** 0-1
EFFECTIVE DATE August 20, 2018	**REVISED DATE**	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

The Parker Town Council is authorized under the Town Charter to promulgate policies to guide various functions of the Town, which policies are to be administered by the Mayor or Town ~~Administrator~~Manager. The purpose of the Town of Parker Policy Manual is to consolidate applicable Town Council policies adopted by Town Council resolution into a reference document that is both accessible and transparent.

POLICY STATEMENT

1. The "Town of Parker Policy Manual" is hereby established, which contains policies adopted by resolution of the Town Council.

2. Town Council policies shall be approved by the Town Council resolution in the form of a policy statement, as described herein. Once approved, statements of policy will be reproduced, distributed, and included in the "Town of Parker Policy Manual."

3. Each policy statement will include: a) the purpose of the policy, b) the policy statement, and c) other criteria or procedural sections as needed.

4. The Town ~~Administrator~~ Manager shall be responsible for the administration of the Town of Parker Policy Manual.

PROCEDURE

1. Drafts of proposed policy statements and proposed amendments to existing policy statements shall be referred to the Town Manager~~Administrator~~ for review, evaluation, and recommendation to Town Council.

2. As part of the administrative responsibilities of the Town Manager~~Administrator~~, the Town Council delegates to the Town Manager~~Administrator~~ the following additional administrative duties:

- Updates to the Table of Contents
- Cleanup/update a policy statement that does not change the substance of the policy statement.
- Administrative/procedural changes to implement a policy statement that does not change the substance of the policy statement, but results in efficiencies and/or improved customer service

3. Annually, the Town Manager~~Administrator~~ and Town Attorney will review the Town of Parker Policy Manual for needed additions, changes, and deletions deemed appropriate, subject to approval by the Town Council. However, recommended revisions or new policy statements may be brought forward for Town Council consideration at any other time during the year.

Town of Parker, Colorado

POLICY STATEMENT

TITLE Mission, Vision, Parker Principles and Core Values Policy Statement	PAGE 1 of 3	POLICY NUMBER 0-2
EFFECTIVE DATE August 20, 2018	REVISED DATE	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

The Town of Parker's Mission, Vision, Core Values and Principles form the foundation of the organization. By adopting them formally, Town Council is conveying their commitment to promoting these defining statements.

POLICY STATEMENT

Vision

The Town of Parker's vision is to be the pre-eminent destination community of the Denver Metro area for innovative services with a hometown feel. We will be an area leader in economic and community development, and be at the forefront for services, civic engagement, and quality of life.

Mission

The mission of the Town of Parker is to enrich the lives of residents by providing exceptional services, engaging community resources, and furthering an authentic hometown feel. We promote transparent governing, support sustainable development, and foster a strong, local economy.

Parker Principles

The Parker Principles are incorporated into the management philosophy and operational protocols of the organization. The principles were developed jointly between Town Council and executive staff. They represent the basic philosophies and guidelines for how the Town Council and Town staff will conduct their business and activities.

To assist Town Council in performing its mission, the following "Parker Principles" have been adopted:

- We carry out our duties to enhance the health, safety and welfare of our community through responsible policy, fiscal decision-making and effective implementation of decisions.

- We achieve a hometown feeling by creating a friendly environment that welcomes diverse groups and interests in our community.
- We acknowledge that the roles and expertise of the Town Council and Town staff are mutually dependent on each other for achieving our goals.
- We abide by the Town goals and core values to guide our decisions and activities.
- We treat people equally and ~~fairly, and~~fairly and acknowledge the importance of every person's skills and contributions to our organization.
- We conduct the Town's business with honesty, integrity, transparency and consistency.
- We hold ourselves accountable for making well-informed decisions, based on relevant information and the consideration of short-term and long-term effects.
- We communicate openly and honestly by sharing information, ideas and knowledge in order to do our work effectively.
- We recognize the value of all members of our organization and community by treating them with empathy, respect, professional courtesy, and by considering diverse opinions.

Core Values

We provide the services and information our customers need and expect from a full-service municipality while maintaining a personal, friendly approach one would expect in a small town. We place a premium on teamwork and participation while encouraging creativity and individual initiative. We believe that through collaboration, leadership can occur at all levels. We take our commitments seriously and reach positive solutions.

Teamwork

- Communicate openly, honestly and frequently with all members of our team
- Demonstrate fairness, compassion and consistency in our interactions with others
- Recognize the value of all members of our organization
- Form partnerships with the community
- Listen to and respect the ideas and concerns of others
- Enable team members to strike a healthy work and life balance

Commitment to Quality Service

- Treat each customer with professional courtesy, warmth and friendliness
- Create a hometown feeling in our facilities and our community
- Focus on problem solving by listening empathetically while responding promptly and fairly
- Serve our customers efficiently and knowledgeably
- Meet or exceed the expectations of our customers
- Treat all coworkers as customers

Integrity

- Embrace a culture of honor and trustworthiness

- Exhibit conduct that inspires public confidence
- Manage the Town's business honestly and directly
- Honor commitments and promises
- Be reliable, dependable and accountable for our actions
- Learn from our mistakes

Innovation

- Create a proactive, empowering environment
- Embrace the challenge of change
- Encourage and develop creative ideas in all areas of the Town
- Transform innovative ideas into reality

Town of Parker, Colorado

POLICY STATEMENT

TITLE Flag Policy Statement	**PAGE** 1 of 1	**POLICY NUMBER** 0-3
EFFECTIVE DATE August 20, 2018	**REVISED DATE**	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

The purpose of the policy statement is to establish a consistent approach to flying flags displayed at Town facilities.

POLICY STATEMENT

It is the policy of the Town of Parker that flags should be displayed in conformance with the protocol in the United States Flag Code (4 U.S.C. Ch. 1). The Town of Parker adheres to federal law and flag protocol to guide how flags are flown at Town facilities. This policy outlines adherence to federal law and flag protocol based on proclamations by the President of the United States or the Governor of Colorado.

There are four designated days each year that the United States flag is flown at half-staff in accordance with federal laws:

- **Peace Officer Memorial Day** - May 15 (unless it falls on Armed Forces Memorial Day, the third Saturday in May, then it will fly at full-staff)
- **Memorial Day** - last Monday in May (at half-staff until noon and then raised to full-staff)
- **National Day of Service and Remembrance** (formerly Patriot Day) - Sept. 11
- **Pearl Harbor Remembrance Day** - Dec. 7

The President of the United States has the authority to order the flags flown at half-staff for occasions such as the death of public officials or world leaders, on the birthday or anniversary of the death of a public official or following a national tragedy, such as 9/11. The President's orders may state that flags are to be flown half-staff at all public buildings, or only at federal and state buildings.

The Governor of the State of Colorado also has the authority to order the United States flag and the Colorado state flag lowered to half-staff at federal and state buildings in Colorado for occasions deemed appropriate. The Town of Parker recognizes this gubernatorial proclamation and will also display flags at half-staff.

Town of Parker, Colorado

POLICY STATEMENT

~~TITLE~~ ~~Community Event In-Kind Contribution Policy~~	~~PAGE~~ ~~1 of 3~~	~~POLICY NUMBER~~ ~~0-4~~
~~EFFECTIVE DATE~~ ~~August 20, 2018~~	~~REVISED DATE~~	
~~APPROVED BY COUNCIL ACTION~~ ~~Resolution No. 18-054~~		

Commented [AD1]: Should Council remove this interim policy, as it has been replaced with permanent administrative procedures on Community Events and Community Partnerships

~~BACKGROUND~~

~~The Town of Parker acknowledges that community events hosted within the Town by various groups and organizations improve the social, cultural and economic well-being of the community. Parker has a long-standing tradition of supporting community events through various in-kind contributions including staff hours, equipment, security, and municipal facility/park use. The Town Council also recognizes that requests for in-kind contributions should be treated in a consistent, fair and equitable manner subject to local needs, priorities and Council budget approval.~~

~~PURPOSE~~

~~The purpose of this policy is to enrich the community by providing in-kind contributions through a budget figure deemed appropriate by the Town Council during each annual budget process. The policy will:~~

- ~~Provide Council and Staff with clear direction in considering and responding to requests for assistance;~~
- ~~Secure an open and transparent decision-making process for requests for donations;~~
- ~~Provide an equitable and accessible process for groups and organizations seeking donations;~~
- ~~Establish an annual calendar for processing requests; and~~
- ~~Provide a process which allows staff to conduct meaningful comparison of request.~~

~~POLICY STATEMENT~~

~~In-kind contributions are based on the provision of municipal property/facilities, materials or resources to an applicant, and do not include the cash funds. Although cash funds are not provided, it is recognized that such donations involve a direct expenditure, foregoing revenue for the Town and staff hours. Each community event application will include the estimated value of in-kind contributions for the proposed community event under consideration.~~

~~Staff will consider requests for in-kind community events that benefit the community.~~

~~Community Benefit Criteria:~~

- ~~Promote the cultural, heritage, social or environmental well-being of the community; or~~
- ~~Provide a public service, or otherwise promote the health, safety or enrichment of the community; or~~
- ~~Promote the education and training for people within the community~~

~~Eligibility – To be considered, must meet the following criteria.~~

~~1. Applicants must be located within the Town of Parker or within the 80134 or 80138 ZIP codes.~~

~~2. Each request must define a specific benefit for the Parker community.~~

~~3. Applicants, with the exception of local elementary and secondary schools, must be non-profit community groups and organizations.~~

~~4. Individuals are not eligible.~~

~~5. Applications from school teams/clubs are eligible if a teacher, leader or coach sponsors the application.~~

~~Types of In-Kind Donations:~~

- ~~Use of municipally owned park or facility (Cultural Department and Parks, Recreation and Open Space Department policies apply)~~
- ~~Municipal staff support for an event~~
- ~~Use of municipally owned equipment~~
- ~~Use of municipally owned materials~~

~~PROCEDURE~~

~~1. Applications must be submitted by July 1 for the following calendar/budget year. Applications received outside of the annual process may be considered if the application can demonstrate that they could not have foreseen the need at the time of the annual process.~~

~~2. All requests should be directed in writing to the Town Administrator or designee through the completion of a Community Event In-Kind Contribution Application.~~

~~3. All requests will be assessed based on availability of the requested resource, potential financial impact to the municipality, contribution to the well-being of members of the community, recognition of a worthwhile program/cause, and overall community impact.~~

~~4. Organizations and/or charities whose primary focus is not within the Town of Parker shall not be considered.~~

~~5. The in-kind contribution is not intended to be the sole source of funding; the applicant must demonstrate a reasonable effort to raise funds from sources other than the Town of Parker.~~

~~6. In-kind contributions made by the Town are not a commitment to continue such contributions in the future.~~

~~7.~~1. ~~Any applicant who receives an in-kind contribution is required to submit a post-event report within two months after the event which articulates the success of the event and how the in-kind contributions were utilized. If the report is not submitted, further requests will not be considered.~~

Town of Parker, Colorado

POLICY STATEMENT

TITLE Elected Official Budget Policy Statement	PAGE 1 of 2	POLICY NUMBER 1-1
EFFECTIVE DATE August 20, 2018	**REVISED DATE**	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

This document provides guidance for elected officials regarding compensation, budgeted expenditure approval and reimbursement.

POLICY STATEMENT

Elected Official Compensation:

Elected officials are paid the first regular pay date of each month for that month. A schedule of pay dates for the year will be provided at the beginning of each year. No early payment or "advances" will be allowed.

Approval of Elected Official Compensation:

1. Supplies and general business items under $100 may be purchased and approved by the Town Manager~~Administrator~~ for payment.

2. Items over $100 will be reviewed and approved in advance by the Town Council. Requests for advance approval of an expense item should be submitted in writing and approval will be indicated by the signature of the Mayor, or Mayor Pro Tem in absence of the Mayor, or Acting Mayor in the absence of the Mayor or Mayor Pro Tem.

3. Technology equipment provided for or purchased by an elected official is to be used for a four year-term and will be on a four-year replacement schedule, based on re-election status. Total reimbursement for technology equipment and associated costs shall not exceed $2,500 over a four-year period. Please see "Elected Official Technology Policy" for more information.

4. Councilmembers should submit items for reimbursement to the Town ~~Administrator's~~ Manager's Office to be compiled into an expense report. The report will be completed and returned to the Mayor or Councilmember for approval and signature. For Councilmember reimbursements, the report will be given to the Mayor to review and approve. For the Mayor,

the report will be reviewed and approved by the Finance Director. All completed reports will then be sent to the Finance Department to process the reimbursement with payroll.

5. Meals and meeting expenses outside of the Elected Official Travel Policy:
   a) Expenses limited by the amount of the budget for these line items
   b) Event attendance: Parker/Douglas County event attendance to be approved in advance and will be appropriate based on the elected official's committee assignment. Fundraising events such as golf tournaments, receptions and dinners are generally not allowable expenses. The Town Council will determine if an event is appropriate based on connection to Town business. Each elected official will be allowed $100 per year for fundraising events (for the elected official only, not spouse).
   c) Expense reports are to be submitted to the Town ~~Administrator~~ Manager at least **10 days prior** to Council's designated paydays to be included in that payroll. In no case will expenses incurred in the prior year be reimbursed if submitted later than February 15th.
   d) Any expenses not approved in advance by the Town Council are subject to review and possible denial.

Budget Reallocations

Reallocations between budget line items in the Elected Official Budget will be reviewed and approved by the Town Council.

Town of Parker, Colorado

POLICY STATEMENT

TITLE Elected Official Media Policy Statement	PAGE 1 of 2	POLICY NUMBER 1-2
EFFECTIVE DATE August 20, 2018	**REVISED DATE**	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

The Elected Official Media Policy Statement provides a clear and consistent procedure for responding to Town-related media requests in a timely, accurate and coordinated fashion.

POLICY STATEMENT

Designated Elected Official Media Contact

Town Council has designated the Mayor as the official media spokesperson for the Parker Town Council. The Mayor will respond to any media inquiries that require a response from the entire Council. At times, other councilmembers may be contacted on an issue due to their expertise on a particular subject. When media interviews are given, the elected official responding should alert the rest of the Town Council and~~,~~ the Town Manager's Office~~Administrator, and the Communications Department~~.

In the Event of Direct Media Contact

Elected official are likely to be contacted by the media on a variety of issues. When possible, please speak to the Town Manager's Communications ~~Department~~ staff prior to speaking with the media to coordinate specific messaging on the issue. When speaking to the media prior to speaking with staff, please inform Communications ~~Department~~ staff immediately and provide the name of the media outlet and what the contact was regarding. Staff will then provide any necessary follow-up and track media coverage resulting from the interview.

When responding to the media, only provide information that has been approved for public dissemination. Refrain from responses such as "no comment." If the contacted elected official does not know an answer to a question, it is acceptable to tell the reporter that staff will find out the answer and get back to them. It is more important to respond accurately than quickly~~!~~. In addition, if elected officials are uncomfortable working with the media, staff would be happy to respond to the reporter.

~~**Staff Contact Information**~~

~~**Elise Penington, Communications Director**~~
~~303.805.3113 – direct line~~
~~720.323.2888 - cell phone~~
~~epenington@parkeronline.org~~
~~ca@parkeronline.org (goes to the entire Communications Department)~~
~~*General Town and Town Council Media Inquiries*~~

~~**Chris Peters, Professional Standards Commander**~~
~~303.805.6517 – direct line~~
~~303.574.9136 – cell phone~~
~~cpeters@parkeronline.org~~
~~*Police Media Inquiries*~~

Town of Parker, Colorado

POLICY STATEMENT

TITLE Elected Official Purchasing Card Policy Statement	PAGE 1 of 4	POLICY NUMBER 1-3
EFFECTIVE DATE August 20, 2018	**REVISED DATE**	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

This document provides guidance for elected officials for their purchasing card. It is to be used in conjunction with the Elected Officials Budget Policy Statement and Elected Officials Travel Policy Statement.

POLICY STATEMENT

Card Issuance

Town purchasing cards may be issued to an elected official upon request and approval of the Town Council and completion of a Purchasing Card Application Form which will then be signed by the Mayor and the Purchasing Card Program Administrator.

At the time the card is issued, the elected official must have completed Purchasing Card Training and signed a Purchasing Card User Agreement. By signing the agreement, the elected official agrees to adhere to the terms of that agreement and related policies and procedures.

Most importantly, the elected official listed on the card is the only person entitled to use the card and the card is not to be used for personal use.

Upon receipt of the Town purchasing card, the elected official will need to activate the account by calling the toll-free number printed on the card. For verification purposes, the elected official will be asked to provide an identifying piece of information. Although the card will be issued in the elected official's name, their personal credit history will not affect his/her ability to obtain a card. The Town is responsible for payment of all purchases.

Purchasing Card Usage

Elected officials shall use purchasing cards for the acquisition of products and services within their authorized transaction limits from vendors who accept the Town purchasing card.

The Town purchasing card can be used at any merchant, except as the Town otherwise directs. It may be used for in-store purchases as well as phone, fax, mail orders or internet purchases.

When using the Town purchasing card with merchants, emphasize that the Town is tax exempt and that an invoice must not be sent as this may result in a duplicate payment. For phone, fax and mail orders, instruct the merchant to send a receipt only.

Purchasing Card Limitations and Restrictions

The Town ~~Administrator~~ Manager shall have the authority to assign credit limits for elected officials. There will also be a single transaction limit placed on the purchasing card, which means the card will be declined if an attempt is made to purchase more than this set amount at one time. **Splitting a purchase to avoid the single transaction limit is specifically prohibited.** If the limits set for elected officials will inhibit optimum usage of the Program, this should be discussed with the Town Council and Town ~~Administrator~~Manager.

The Town's purchasing card program also allows for merchant category blocking. If a particular merchant category is blocked (i.*e*., jewelry stores), and an elected official attempts to use the card at such a merchant, the purchase will be declined. Management has made an effort to ensure that the vendors/suppliers used during the normal course of business are not restricted. If a card is refused at a merchant where an elected official believes it should have been accepted, the elected official should contact the Purchasing Card Program Administrator.

Lost or Stolen Purchasing Cards

Elected officials are responsible for the security of their purchasing cards and any purchases made on their accounts. **If a purchasing card is lost or stolen, immediately report this information to the Purchasing Card Program Administrator**. It is extremely important to act promptly in the event of a lost or stolen card to avoid Town liability for fraudulent transactions. As with a personal charge card, once the bank has been notified a card is lost or stolen it is no longer usable. A new card should be issued within forty-eight (48) hours of notice to the Town's issuing bank.

Authorized Payments

The Purchasing Card Program is intended for maintenance, repair, operating and other purchases needed during the course of business. These purchases may include:

- Office supplies and forms;
- Books and subscriptions;
- Computer supplies (*i.e*., software);
- Day timers and calendars;
- Professional membership dues;
- Hardware and tools;
- Hotel registrations; and
- Conference/seminar registrations.

Unauthorized Purchases

Personal use of the purchasing card is not authorized under any circumstances. This restriction is true regardless of intent to reimburse the Town with personal funds. As with any

Town purchase, the card is not to be used for any product, service or with any merchant considered to be inappropriate for Town funds.

General Purchasing Card Information

Unlike personal credit cards, the Town Purchasing Card Program is handled as a corporate liability. An elected official's personal credit history is not taken into account when a card has been issued in his/her name.

The Accounts Payable Division is responsible for paying the invoice(s). Elected officials are not responsible for payment under their accounts. Elected officials are responsible for retaining all receipts for items purchased and submitting them to the Town Administrator's Office.

Receipts

Elected officials are required to obtain receipts for all goods and services purchased. For all orders, including orders placed via phone, fax or mail, elected officials must request that a receipt, detailing the merchandise, price, freight, etc., be included with the goods mailed/shipped. (Note: a merchant should not reject this request). It is extremely important to request and retain purchase receipts, as this is the only original documentation. Receipts showing only the total of the purchase are not adequate. The receipt must detail the purchase by item, ~~quantity~~quantity, and price.

Business meal receipts shall be itemized to reflect food and beverages that were purchased. The persons in attendance and the purpose of the meeting shall be documented on the receipt as well as verification that no sales tax was paid and no alcohol was purchased. A Business Meal/Town Function Form may also be used to record the purpose of the meeting and persons in attendance.

Reconciliation and Coding Purchases

Upon receipt of the monthly purchasing card statement, the Town Manager's~~Administrator's~~ Office will review the statement, using the banking portal, to ensure all the transactions posted are legitimate transactions made by the elected official.

Using the bank reporting system, the Town Manager's~~Administrator's~~ Office will code each transaction and attach the receipts.

Disputed or Fraudulent Charges

If there is a discrepancy between an elected official's receipts and statement, it is imperative that the issue be addressed immediately. Depending on the type of discrepancy, the elected official will need to contact the Town Manager's~~Administrator's~~ Office to resolve the disputed transaction.

Acceptance of Rebates or Extra Compensation

No person holding an office or position within the Town of Parker shall accept rebates or extra compensation for personal gain or use while using their Town issued Purchasing Card nor will they use a personal credit card and request reimbursement to gain points. This includes, but is not limited to, the use of rewards cards, vendor memberships, and similar rewards, where reward points, rebates, and similar rewards, would be beneficial to the elected official. If it is in the best interest of the Town to open such accounts, submit the paperwork or information to Finance for approval and processing.

The Town appreciates elected officials' willingness to travel and be away from their families for the benefit of the Town~~;~~ ~~therefore~~therefore, personal frequent flyer accounts may be used when traveling.

Town of Parker, Colorado

POLICY STATEMENT

TITLE Elected Official Technology Policy Statement	PAGE 1 of 2	POLICY NUMBER 1-4
EFFECTIVE DATE August 20, 2018	REVISED DATE	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

The purpose of this policy statement is to establish standards for the Town of Parker elected officials regarding the purchase and use of Information Technology to successfully perform their duties.

POLICY STATEMENT

Information Technology (IT) staff are responsible for assisting with computer needs and purchases and for delivering computer and technology support to the elected officials. IT staff will be available to discuss Town-related computer and software needs that allow elected officials to access the Town's on-line Town Council meeting packets, email and other documents or services required to successfully perform the duties of an elected official.

- Technology equipment purchased by an elected official is to be used for a four-year term and will be on a four-year replacement schedule, based on re-election status.
- Technology equipment may be purchased once the elected officials have been sworn into office. This typically occurs in December.
- Total reimbursement for technology equipment and associated costs shall not exceed $2,500 over a four-year period. This amount includes the following: the initial equipment and accessories purchased, purchased warranties, monthly access fees and all software installed on the equipment.
- An expense report requesting reimbursement for the cost of the equipment and related services must be completed and submitted to the Finance Department. A copy of the receipt(s) and service agreements must be attached to the expense report. The Finance Department will reimburse the elected official via payroll and will be responsible for tracking the total expenditure amount. The responsibility for any service, repairs or warranty issues rests with the owner.
- The equipment will depreciate over the four-year term, on a straight-line basis, to $0. At the end of the elected official's four-year term, the equipment may be kept for personal use. If the equipment is kept for personal use, any Town-owned software will be uninstalled. In

the event the elected official does not serve the entire four-year term, or the equipment is purchased after the first year of elected service, the equipment may be purchased from the Town at the un-depreciated amount or it may be returned to the IT Department as Town property.

- The Town only supports software or hardware associated with the successful execution of Town Council duties supporting Town business. IT is unable to support equipment and/or software that is not approved and/or provided by the Town.
- Connectivity to the Town-supplied email and the Internet will be provided by a Wi-Fi connection while in Town facilities and by the elected official's own Internet provider when off Town premises. The Town is not responsible for supporting Internet connectivity in the elected official's home.
- The Town will supply an email account on the Town's email system. Access to this email account is provided using web access from any supported web browser. The Town does not ~~recommend~~recommend, or support email being forwarded to personal email accounts due to the issues this may cause with Open Records Requests.
- IT staff will provide training for the elected official on the use of technology required for basic desktop and email functions. This includes training on the addition of icons on the desktop, review of links to various programs and verifying both computer and phone access to email. Training on software specific items, such as CivicClerk, Sharefile and Let's Talk Parker, will be provided by the knowledgeable Town department (Town Clerk, legal, Town Manager's office).~~to successfully complete duties supporting Town business. This will include on-line meeting packets, use of email and use of any necessary software.~~
- For any support issues, please contact the Town Manager's office and they will coordinate the necessary staff response.~~Town's IT Help Desk at 303.805.3145 or afterhours at 303-805-3232 ext. 3232 or by email sysaid@parkeronline.org. If equipment needs to be left at Town Hall for service, the IT staff will communicate an estimated return time.~~

Town of Parker, Colorado

POLICY STATEMENT

TITLE Elected Official Travel Policy Statement	PAGE 1 of 8	POLICY NUMBER 1-5
EFFECTIVE DATE August 20, 2018	**REVISED DATE**	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

This document provides guidance for elected officials and applies to all travel expenses for which Town funds are disbursed, including lodging, transportation, mileage, meals and other travel-related expenses.

POLICY STATEMENT

Travel is defined as a trip in-state or out-of-state, made for Town business that requires air transportation and/or requires or could require an overnight stay. Travel that "could require an overnight stay" means a two-day or longer conference held in a location that is close enough to the Town that the elected official could choose either to stay overnight or to drive to and from the conference each day.

Generally, overnight stays in the Denver Metro area (including Boulder and Golden) or for destinations that are near but outside the Denver metro area (for example, Colorado Springs, Greeley, Brighton, Loveland) are not considered required; however, Town Council may approve the overnight stay given the circumstances (for example, conferences that have activities well into the evening).

Elected officials may contact the Town Manager's~~Administrator's~~ office to request assistance with travel and training plans, including registration, lodging and travel arrangements. If an elected official wishes to make his or her own travel arrangements, he or she may do so with the understanding that payment may only be for the lowest airfare rate available where travel out of state is concerned.

It is important to remember that the Town is accountable to the taxpaying public. Abuse or perceived abuse of travel and meal privileges does not provide the prudent and frugal management of public funds that the public has the right to expect. Therefore, good judgment and common sense should be used when incurring expenses to the Town. All such expenses must be thoroughly documented.

All travel and similar expenses must be reasonable, necessary and for Town business.

Authorization for Travel

All out-of-town travel for elected official will be approved in advance by the Town Council. Documentation of expenses will require itemized receipts for all expenditures, except per diem.

A Travel Authorization and Advance Form must be completed and signed by the elected official and the Town Manager~~Administrator~~. The approved Travel Authorization and Advance Form must be completed and forwarded with all backup documentation to the Finance Department before travel. Backup documentation includes, but is not limited to:

- Conference registration
- Transportation reservations (airline, bus, or other travel)
- Lodging reservation
- Conference/Training agenda showing meals that may or may not be included
- Proof of mileage driven for reimbursement (Google maps or similar)
- Any other documentation that will support travel expenses

Travel outside of the Continental United States must be approved by the Town ~~Administrator~~Manager.

Unauthorized Expenses

The following expenses are specifically unauthorized and will not be permitted:

- All expenses of family members or other persons not on business for the Town
- Alcoholic beverages and tobacco products
- Laundry or cleaning
- In-room movies, room service or other personal services
- Sporting and entertainment activities
- Personal clothing
- Prescriptions and over-the-counter medication
- Personal telephone calls except as stated in the "Telephone Calls While Traveling" section of this policy statement
- First class airfare
- Rental of luxury or sports vehicles or insurance for rental vehicles
- Expenses stated in this policy as unauthorized, ~~ineligible~~ineligible, or prohibited
- All other personal expenses not for the benefit of the Town

Authorized Expenses: Transportation

Air, Bus and Rail

- Air travel should be purchased at the lowest coach airfare available at the time the reservation is made. First class airfare is specifically prohibited.

- Travel by bus or rail should be purchased at the lowest coach fare available. Extended travel time costs, such as extra meals and travel time, should be considered when authorization for this type of travel is requested.
- Fares are normally purchased using the elected official's Town purchasing card or Town check.
- When the elected official is accompanied by a nonemployee, the nonemployee ticket(s) must be purchased using personal funds.

Personal Vehicle

During travel, mileage incurred by an elected official using a personal vehicle can be reimbursed at the standard Internal Revenue Service (IRS) mileage rate **subject to a maximum amount as discussed below**.

- Mileage shall be calculated based on actual road distances.
- Mileage incurred using a personal vehicle for assigned meetings outside of the Town, are reimbursed at the standard (IRS) mileage rate.
- Mileage incurred for out-of-state travel, for which commercial airline would normally be used, will be reimbursed for actual road mileage up to the lowest available commercial airfare. A written airfare quote (internet printout acceptable) must be submitted with the Expense Report for reimbursement. Lodging, meals and other travel expenses are only allowed to the extent they would have been incurred had the elected official traveled by air. Extra lodging, meals and other travel expenses incurred ~~as a result of~~because of traveling by personal vehicle are not authorized expenses.
- Gasoline purchases are NOT allowed for personal vehicles.

Vehicle Rental

- Vehicle rentals generally are not an allowed travel expense. Public ground transportation should be used instead, if available.
- Circumstances warranting vehicle rentals must be documented by the individual requesting permission and approved by the Town Council for elected official.
- Only mid-sized vehicles or smaller are allowed. Large vehicles, such as mini vans, are allowed if five (5) or more elected official are traveling together. Luxury and sports vehicles are specifically prohibited.
- Insurance should not be purchased from the car rental company. The Town's insurance covers rented vehicles. Elected official must obtain a copy of the Town's insurance card from the Town Manager's~~Administrator's~~ Office. Any additional insurance coverage purchased will be at the elected official's expense.
- The Risk Management division must be notified of accidents immediately.
- Vehicles may be rented using a Town purchasing card with prior notification to the Purchasing Card Program Administrator. The elected official may receive reimbursement provided detailed receipts are submitted.

- Gasoline may be purchased using a Town purchasing card with prior notification to the Purchasing Card Program Administrator. The elected official may receive reimbursement provided detailed receipts are submitted.

Public Ground Transportation

A reasonable and economical method of public ground transportation to/from the hotel and the airport, conference facility or restaurant is allowed only when necessary and appropriate to the trip. Ground transportation may be paid using a Town purchasing card. Alternatively, the individual may receive reimbursement; provided a detailed receipt is submitted.

Parking

- Reasonable and economical parking expense is allowed for airport parking. The closest parking to the terminal will usually not be the most reasonable or economical parking and should not be used.
- Hotel or other public parking expense is allowed.
- Valet parking is not allowed unless required.
- Parking may be paid using a Town purchasing card. Alternatively, the elected official may receive reimbursement provided a detailed receipt is submitted; however, it may be difficult to obtain a receipt for parking and provision of a detailed receipt may be waived by the Finance Department.

Toll

Toll expenses are allowed and may be paid using a Town purchasing card. Alternatively, the elected official may receive reimbursement provided detailed receipts are submitted.

Authorized Expenses: Lodging

When lodging is necessary, ~~intermediate~~intermediate, and moderately priced hotels and single occupancy hotel rooms are the standard.

- When attending a conference, elected official will be expected to stay in the conference hotel at the available specified conference room rates. When a conference offers multiple lodging choices, elected official should select the low to moderately priced hotels.
- Lodging is allowed only for the number of nights necessary to attend the conference or event. Extra nights must be at the elected official's expense.
- If an elected official chooses to stay extra nights, the Town will only pay for lodging through the end time of the conference or event.
- Extra costs in lodging due to an elected official's guests must be at the elected official's expense. These and other personal expenses (personal phone calls, room service, in-room movies and the like) must be paid for separately using personal funds.

- Lodging that is connected to a sporting or recreation type activity (such as golf), regardless of whether it is related to Town business, is not permitted and must be at the elected official's expense.
- Lodging is normally purchased using a Town purchasing card or Town check. The elected official may receive reimbursement provided detailed receipts are submitted.
- Sharing of rooms by elected officials is not required.

Authorized Expenses: Meals While on Travel
(Note: For non-travel business meals, see Section 3.4)

- Meals while on travel are an allowed expense.
- Town purchasing cards may not be used for meals while on travel.
- Elected official must pay for meals using personal funds and then seek reimbursement under the per diem rate method described below. Alternatively, a travel advance may be requested.
- Oftentimes, the conference or travel-related event will provide some or all of the meals. When this occurs, the elected official must not seek reimbursement for the portion of the per diem rate related to the provided meal. The choice to eat on your own when a meal is provided by the conference or event is not an allowable expense.

Per Diem Rate Method

- The Town will utilize the federal per diem rate method as published by the U.S. General Services Administration. For rates and additional information, view the Finance intranet page, the GSA website, www.gsa.gov/perdiem, or contact the Finance Department.
- **Detailed receipts are not required.**
- The Town allows the use of per diem for meals and incidental expenses only, not lodging.
- Incidental expenses include fees and tips for porters, baggage handlers and other personal service employees. These expenses are part of the "meals and incidental expenses reimbursement" rates provided by the IRS.
- Partial day per diem is distributed as follows: breakfast – 20%, lunch – 30%, dinner – 50%.
- If the elected official chooses to stay extra nights, the Town will only pay for per diem through the end time of the conference or event.
- The amount of partial day per diem should be determined using the following departure and arrival times.

Trip Departure	
Leave Town	**Per diem allowed**
before 8 a.m.	breakfast, lunch and dinner
between 8 a.m. and 1 p.m.	lunch and dinner
between 1 p.m. and 7 p.m.	dinner

after 7 p.m.	no per diem
Trip Return	
Arrive in Town	**Per diem allowed**
before 7 a.m.	no per diem
between 7 a.m. and 11 a.m.	breakfast
between 11 a.m. and 5 p.m.	breakfast and lunch

Telephone Calls While Traveling

Calls for Town Business

Because hotel telephone rates may be extremely expensive, care should be taken to avoid using the hotel's long-distance carrier.

The Town prefers that cell phones be used when making Town business calls. If an elected official does not have a cell phone or if cell phone service is unavailable, then care should be taken when using hotel phone service ~~so as to~~to limit the cost to the Town.

Personal Phone Calls

Personal phone calls charged to the hotel bill must be paid by the elected official at time of check-out and are not to be charged to the Town purchasing card. Elected official may request reimbursement for personal phone calls for up to an average of five dollars ($5) per day of travel.

Travel Advances

Before Travel

- An elected official may receive a travel advance for mileage, parking, meal per diem or other out-of-pocket travel-related expenses.
- Lodging and transportation are to be paid for by the elected official's Town purchasing card or Town check.
- Travel advances are optional and may be requested through the Town Manager's~~Administrator's~~ Office using the space provided for on the Travel Authorization and Advance Form.
- To ensure that the travel advance is ready, the Town Manager's~~Administrator's~~ Office must receive the request at least two (2) weeks before the date of travel. Requests received later than two (2) weeks before the date of travel may result in the advance not being ready and available prior to the elected official's departure.
- Travel advances will be sent via direct deposit to the elected official on the last business day of the week prior to the date of departure.

After Travel

- An Expense Report must be submitted to the Town Manager's~~Administrator's~~ Office if the travel advance included any unsubstantiated expenses. Advances for parking, toll, cab fare, and all related expenses, are examples of unsubstantiated expenses. A receipt for these types of expenses must be obtained and submitted with the Expense Report.

- An Expense Report is not required if the travel advance was only for mileage and/or meal per diem and there was not an excess advance.
- Any amount of the advance that was in excess of the actual allowed travel expenses ("excess advance") must be returned to the Town. Excess advances include when an elected official cancels or shortens the trip or when an elected official receives an advance for a full day per diem and it turns out that the lunch portion was provided by the conference (*i.e*., included in the registration fee).

Substantiation and Documentation

All expenses must have detailed and itemized documentation (receipts, invoices, brochures, etc.) that substantiates the business purpose of the expense. *RECEIPTS ARE NOT REQUIRED FOR PER DIEM.*

Approvals

- The elected official must obtain all appropriate approvals before any travel expense occurs.
- The elected official must sign the Expense Report and Travel Authorization and Advance Form.
- Town Council is responsible for verifying and approving all travel expenses for elected official to ensure they are appropriate for Town business, and that they are reasonable and in accordance with this and other Town policies.

Other Business Expenses: Meals (Non-Travel-Related), Mileage and Communication Devices

Meals

This policy refers to business meals. It is important to remember that the Town is accountable to the taxpaying public. Abuse or perceived abuse of this policy does not provide the prudent and frugal management of public funds that the public has the right to expect. Therefore, good judgment and common sense must be used when incurring expenses to the Town. All such expenses must be thoroughly documented. **All meals must be reasonable, necessary and for Town business.**

- Business meals are allowed on Town purchasing cards.
- The business purpose and persons for whom meals are paid must be explained on the reimbursement request or Purchasing Card Statement for all meals. A Business Meal/Town Function Form may also be used to record the purpose of the meeting and persons in attendance.
- Detailed itemized receipts should accompany all Purchasing Card Statements or requests for reimbursement.

- In the event an itemized receipt is not available, the signed credit card slip must be ~~obtained~~obtained, and a Business Meal/Town Function Documentation Form must be completed indicating that no alcoholic beverages were purchased whether the elected official used the Town purchasing card or was using a personal credit card and requesting a reimbursement.
- Only actual costs are allowed, including a tip up to twenty percent (20%).
- The cost allowed per elected official or other persons involved in the meeting must be reasonable based on circumstances and location.
- Meals paid for by elected official with their own funds may be reimbursed upon submission of an Expense Report Form.

Mileage for Use of Personal Vehicle

- An elected official may seek reimbursement via an Expense Report Form, based on the established IRS mileage rate, for the use of their personal vehicle while conducting Town business.
- Mileage shall be calculated based on actual road distances.
- Gasoline purchases are NOT allowed for personal vehicles.

Long Distance Telephone Calls

- Long distance telephone calls are only allowed for Town business.
- Long distance telephone calls for personal business are not allowed.

Town of Parker, Colorado

POLICY STATEMENT

TITLE Staff Contact by Elected Officials	**PAGE** 1 of 1	**POLICY NUMBER** 1-6
EFFECTIVE DATE August 20, 2018	**REVISED DATE**	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

This policy statement outlines contacts between elected officials and Town staff, in accordance with Section 2.03.020 of the Parker Municipal Code (the "Town Manager~~Administrator~~ Ordinance"). The goal of this policy is to ensure compliance with the ~~Administrator~~ Manager Ordinance and maintain the appropriate protocols between elected officials, the Town Manager~~Administrator~~ and Town staff. It is our desire to have a productive working relationship between all parties.

POLICY STATEMENT

1. This policy statement applies to action requests from elected officials that require a commitment of staff time or other Town resources to complete (such as research, preparation of legislation, reports, operational action, presentations, and related projects).

2. This policy statement does not apply to simple inquiries from elected officials directed to the Town Manager~~Administrator~~ or a department director regarding the status of on-going operations or projects that can be addressed with a verbal response.

3. All requests requiring an expenditure of staff time or resources will be directed to the Town ~~Administrator~~Manager, based on agreement and direction provided by at least two councilmembers.

4. It is the policy of the Town ~~Administrator~~ Manager to share the results of all information requests (except simple status inquiries and general discussion) with all elected officials, regardless of which elected official initiated the request.

5. The Town Manager's~~Administrator's~~ Office shall be the main point of contact for all elected official support (questions, clerical, research, and related projects). When in doubt, inquiries or requests should be directed to the Town Manager's~~Administrator's~~ Office.

Town of Parker, Colorado

POLICY STATEMENT

TITLE	PAGE	POLICY NUMBER
Study Session Policy Statement	1 of 1	1-7
EFFECTIVE DATE August 20, 2018	**REVISED DATE**	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

This policy statement outlines that the Town ~~Administrator~~ Manager is responsible for setting Study Session agendas. The goal of this policy is to provide elected officials with a process for adding Study Session items to the agenda and for establishing and limiting the amount of time and information that can reasonably be covered during a Study Session.

POLICY STATEMENT

1. The Town Manager's~~Administrator's~~ office is the primary contact for adding Study Session items to the Study Session Agenda. The Town Manager~~Administrator~~ will place reports, updates and routine items on the agenda at the Town Manager's~~Administrator's~~ discretion.

2. To place an item on the Study Session Agenda, direction will be provided to the Town Manager~~Administrator~~ based on the agreement of at least two elected officials.

3. Items pertaining to the Town goals and elected official requests will receive priority.

4. Guests and outside presenters will generally be scheduled first on the agenda.

5. Staff will provide packets to the elected officials through the electronic agenda system by 5 p.m. the Friday before a scheduled Study Session. As much information as possible will be provided to elected officials in advance.

Town of Parker, Colorado

POLICY STATEMENT

TITLE	PAGE	POLICY NUMBER
Town Council Public Hearing Procedure and Public Comment Policy	1 of ~~2~~4	1-8
EFFECTIVE DATE	**REVISED DATE**	
August 20, 2018	~~July 19, 2021~~August 1, 2022	
APPROVED BY COUNCIL ACTION		
Resolution No. 21-026.1 (AMENDED RES NO 22-046)		

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~~public and s<u>tates</u>~~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.

Town of Parker, Colorado

POLICY STATEMENT

TITLE Elected Official ~~-~~Social Media Policy Statement	PAGE 1 of 5~~3~~	POLICY NUMBER 1-9
EFFECTIVE DATE May 6, 2019	REVISED DATE **TBD**	
APPROVED BY COUNCIL ACTION Resolution No. 19-024		

PURPOSE

The Elected Official Social Media Policy Statement describes the manner in which Town elected officials, defined below as the Mayor and members of Town Council, are authorized to use social media in their official capacities and to set forth the rules and limitations that govern such use. This policy also sets forth the extent to which elected officials' personal use of social media may bring that personal use within the purview of Town policies.

POLICY STATEMENT

Elected ~~Officials~~Officials' Use of Social Media

This ~~policy~~ Policy applies to the use of social media by Town elected officials when that social media use is in their official capacity as Mayor or as a member of Town Council. This ~~policy~~ Policy is intended to protect the rights of the public in their ability to access public forums, and to ensure that the Town is able to comply with its requirements under the laws of the State of Colorado and the United States of America.

Definitions

~~*Account*: Elected officials' presence on social media either through a Town-provided social media account, or otherwise in their official capacity as Mayor or member of Town Council.~~

Elected officials: The Mayor and members of Town Council.

Town: The Town of Parker, acting through its Town ~~Administrator or its Communications Director,~~Manager or their designee(s).

Official social media account: A social media account established by the Town on behalf of an elected official for the elected official's use in their official capacity, or an existing social media account created by an elected official prior to the effective date of this Policy that is used in the elected official's official capacity.

Personal use/Personal social media account: Elected officials' use of social media that ~~does not make use of their Town e-mail address, position, title, or~~is not used in the official's official capacity. This use includes private social media pages, those that are intended for personal use, business use, or campaigning.

Personally identifiable information: Information that can be used to distinguish or trace an individual's identity, such as date and place of birth, personal address or telephone numbers, Social Security number, driver's license number, username and password, passport number, credit card information, banking information, biometrics, criminal or financial records, ~~or~~ records that contain genetic, medical, or psychological data or information, photos or video of any of the above, or other information considered to be "personal information" pursuant to C.R.S. §24-73-101. Personally identifiable information also includes personal financial information and other information maintained because of the employer-employee relationship, pursuant to Section 24-72-202, C.R.S. For purposes of this section, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

Social media: Social media websites create and foster online social communities for a specific purpose and connect users from various locations and interest areas. These websites and platforms offer many different ways for users to interact with one another, such as instant messaging, blogging and commenting, microblogging, events, status updates, online communities, discussion forums, message boards, podcasts, website link sharing, wikis, video conferencing, and sharing photos and videos. The Town acknowledges that this type of technology changes rapidly and, therefore, this list is intended to be illustrative rather than comprehensive, and this definition should in no way be construed to limit the applicability of this policy.

Limitations on Use of Social Media

Social media accounts. Elected officials shall not establish, operate, maintain or use any social media accounts in their official capacity as Mayor or members of Town Council other than in accordance with this ~~policy~~Policy. Any social media accounts created, operated, maintained or used by elected officials for the purpose of conducting Town-related business, including, without limitation, constituent communication, that is not operated, maintained or used in compliance with this ~~policy~~Policy, shall be considered as having been undertaken, maintained and used outside of their official capacity as elected officials and, therefore, the Town shall bear no responsibility for what transpires on, or because of those accounts.

Separate accounts. Any social media account established, operated, maintained or used by elected officials in their official capacity must be separate and distinct from any personal social media accounts ~~of individuals~~, including those established for business purposes or campaigning.

Town-created accounts. ~~The Town does not currently create, operate or maintain~~In order to ensure social media accounts ~~for the use of~~ are administered uniformly, and in compliance with all laws and regulations, for all elected officials ~~in their official capacity. If~~who do not have an official social media account as of the effective date of this Policy, or who are newly elected to Town Council, the Town ~~does~~will create~~,~~ ~~operate~~ (but not manage or ~~maintain such~~monitor) official social media accounts for use by elected officials in ~~the future, all~~connection with their official duties. All such accounts created are the property of the Town; therefore, those using such accounts must provide the ~~Communications Director~~Town Manager or their designee(s) with all information required to access those accounts, such as ~~user names~~usernames, passwords, and the like. The Town will archive all content posted on these Town-created accounts and will delete the accounts once the elected official no longer holds an elected office within the Town. Elected officials who exceed their authorization or who violate this Policy may have their privileges to use such accounts revoked.

Document retention. Elected officials shall avoid utilizing social media platforms that automatically delete content after a certain amount of time, such as Snapchat. The Town is required to retain documents created by and pertaining to elected officials, therefore it must archive all content posted on any form of social media. Elected officials must provide the Town access to official social media accounts not created by the Town for archival purposes only.

First Amendment protection. Neither the Town, nor elected officials, may restrict any person's ability to view or post comments on official social media ~~pages that are maintained or operated in an elected official's official capacity~~accounts, based in any way, upon the viewpoint of that person~~ or the content of that person's speech~~.

Limited Public Forum for Town-Created Accounts. Official social media accounts are intended to be limited public forums and shall therefore adhere to the content moderation requirements set forth in this Policy and the Town's Public Posting/Commenting Policy (the "Comment Policy"). The Comment Policy is available at https://www.parkeronline.org/1459/Social-Media#:~:text=Public%20Posting%20%2F%20Commenting%20Policy,Obscene%20or%20profane%20comments%2FcontentNo individuals may post on these accounts, however individuals may comment on posts generated by the elected official to whom the account belongs. The account shall either link to the Town's Comment Policy or include the exact language from that policy in a prominent location. Elected officials are solely responsible for monitoring content posted in the comments section on their Town-created social media accounts and for removing content that does not comply with the Comment Policy. Elected officials do not have the discretion to allow some non-compliant content and to remove others. While perfection is not required, elected officials must be consistent in removing non-compliant content from their pages. Elected officials may not otherwise delete content from these accounts, such as posts, until the Town deletes the account in its entirety, or unless deletion is required or permitted by law, as determined by the Town Attorney.

Designated Public Forum for Existing Social Media Accounts. Existing official social media accounts maintained by elected officials are considered to be designated public forums if they have not previously implemented content moderation policies on such pages. While Elected Officials may continue to utilize these pages as their official pages, they are subject to greater First Amendment restrictions than Town-created pages. For example, no individual may be "blocked" from this type of account. Furthermore, no content may be deleted from these accounts unless such removal is required or permitted by law, as determined by the Town Attorney. Provided, however, that if an elected official then sets content moderation requirements that adhere to this Policy and the Comment Policy, any content posted on that account after the implementation of the content moderation requirements shall be subject to those requirements, and the account may be treated as a limited public forum for all content going forward. No content posted prior to the implementation of the content moderation requirements may be deleted unless permitted by this Policy.

No expectation of privacy. All participation in social media by elected officials in their official capacity may be open to public inspection in accordance with the Colorado Open Records Law (C.R.S. § 24-72-101 *et seq.*), and elected officials do not have an expectation of privacy concerning such participation. The Town may monitor all use of such accounts and require removal of any content that violates any law.

Discussion between elected officials. In order to assure compliance with the Colorado Open Meetings Law (CRS § 24-6-402 *et seq.*), elected officials shall refrain from engaging in discussions with more than one other elected official through social media, including personal social media accounts, regarding Town business. This includes discussions in private functions of social media platforms, such as direct messages. In no event shall three (3) or more elected officials engage in a discussion on social media regarding Town business.

Confidentiality. Elected officials shall not, when acting on social media in their official capacity, post or release proprietary, confidential, sensitive, or personally identifiable information.

Personal use of social media outside of elected officials' official capacity.

A. Personal social media accounts will not be used for official purposes, including conducting Town business or performing duties as an elected official such as making announcements about official responsibilities, actions, or events; discussing official Town business; soliciting comments or input from the public on Town matters; or distributing official Town notices or information. Elected officials may repost content from the individual's official social media account on their personal account, including by sharing their official account on their private account. If individuals comment on a reshared post on the elected official's private account that relates to the elected official's official duties or official Town business, the elected official should direct the individual to share their comments or concerns on the official account, or through another official channel of communication, such as the elected official's Town email.

Commented [HK2]: New language.

B. Elected officials who engage in personal use of social media outside of their official capacity may not use the Town logo, graphics, pictures, or material, or that of any Town department or program~~.~~ in the design of their pages or profiles.

~~B~~C. Elected officials may not speak as representatives of the Town in the course of their personal use of social media.

~~C~~D. Elected officials are not prohibited from identifying themselves as holding the office of Mayor or ~~councilmember~~Councilmember, however, in cases where personal use of social media may be perceived as being on behalf of the Town, such as if elected officials identify themselves as such or when they address a matter that concerns the Town Council, elected officials ~~shall~~are strongly encouraged to include a visible disclaimer on their account to inform other users that their opinions are their own and do not represent those of the Town of Parker, such as "The postings on this site are my own and do not ~~necessarily~~ represent the Town of Parker's positions or opinions."

Town of Parker, Colorado

POLICY STATEMENT

TITLE	PAGE	POLICY NUMBER
Telephonic Participation During Town Council Meetings	1 of 2	1-10
EFFECTIVE DATE	**REVISED DATE**	
March 2, 2020		
APPROVED BY COUNCIL ACTION		
Resolution No. 20-012		

~~I. Purpose.~~PURPOSE

The purpose of this Town Council Policy is to specify the circumstances under which a member of the Town Council may or may not participate in regular and special meetings (including study sessions) by telephone. With advancements in communication equipment, telephonic meeting participation has become more popular within many local governments. However, telephonic participation has inherent limitations because telephonic participation effectively precludes a Councilmember from viewing documentary information presented during meetings, from fully evaluating a speaker's non-verbal language in assessing veracity or credibility, and from observing non-verbal explanations (e.g., pointing at graphs and charts) during a speaker's presentation or testimony. The Council finds that these limitations inherent in telephonic participation may produce inefficiencies in meetings, increase the expense of meetings, and may undermine the decision-making process.

~~II. Statement of Policy.~~ POLICY STATEMENT

A member of the Town Council may participate in a meeting of the Town Council by telephone only in accordance with this Policy. Telephonic participation shall be made available and shall be limited as follows:

A. Telephonic participation is intended to be an infrequent or occasional substitution for the purpose of obtaining information presented in a Study Session. It is not a substitution for physical attendance. The Town Council may, by majority vote of a quorum present, declare a Councilmember's repeated use of telephonic participation excessive and deny a Councilmember's privilege to use telephonic participation. Such declaration by Town Council shall only be made when the member seeking to participate telephonically is afforded advance notice and the opportunity to participate in the Town Council's discussion regarding excessive use and the continuation of telephonic participation by the Councilmember. Provided that the Councilmember is provided notice of the date and time of the planned Council discussion, the member's inability to be available to participate in the discussion shall not preclude the Town Council's authority to discuss and decide whether such member's use of telephonic participation is excessive.

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Indent: Left: 0.25", No bullets or numbering, Tab stops: Not at 0.75"

B. Telephonic participation shall only be available to a Councilmember during study sessions; provided however, the Councilmember shall only listen to the discussion during the study session. Any questions or information to be conveyed to Town staff shall be conveyed to the Town ~~Administrator~~ Manager following conclusion of the study session.

C. A Councilmember may neither participate nor vote telephonically in a regular or special council meeting.

D. Telephonic participation shall not be available to a Councilmember during an executive session.

E. More than one Councilmember may participate telephonically during the same study session.

III. Arranging for Telephonic Participation.

To arrange to participate telephonically, a Town Councilmember shall:

A. Notify the Mayor, Town Manager~~Administrator~~, or Town Clerk in advance of the study session.

B. Contact the Town Clerk or, during absence of the Town Clerk, the Deputy Town Clerk to arrange for telephonic participation. The Town Clerk shall provide the telephone number and any special calling instructions needed to facilitate the telephone contact. All Councilmembers shall endeavor to advise the Town Clerk of their intent to participate telephonically at the earliest possible time, and at least prior to noon on the date of the requested participation.

IV. Limited Applicability of Policy.

This Policy shall only apply to regular and special meetings (including study sessions) of the Town Council for the Town of Parker. Board, commission, and authority members shall not be allowed to participate telephonically in their respective meetings.

V. Reasonable Accommodations.

The Town shall provide reasonable accommodation and shall waive or modify provisions of this Policy to provide disabled Town Councilmembers full and equal access to Council meetings.

Town of Parker, Colorado

POLICY STATEMENT

TITLE Veterans Memorial Banner Program Policy	PAGE 1 of 2	POLICY NUMBER 1-11
EFFECTIVE DATE March 2, 2020	REVISED DATE **TBD**	
APPROVED BY COUNCIL ACTION Resolution No. 20-013		

Commented [AD3]: •Does Council wish to remove this from the Town Policy Manual, as it is a Town Program?

PURPOSE

Formatted: Font: Bold

The Town of Parker's Memorial Banner Program was created to recognize and honor deceased Town of Parker residents who have served our country in the military. Each banner will honor one (1) veteran and will include their name, branch and years of service and photo. Banners will be produced using an approved template and will be displayed on a street light in or near Living Wheel Park from approximately May 1 through July 4 to commemorate the dedication of local veterans to our country.

POLICY STATEMENT

Formatted: Font: Bold

Program Eligibility

To qualify for this program, the individual being honored must have served in one of the recognized branches of the United States Armed Forces and have died in the line of duty or been honorably discharged from service before their passing. Veterans from incorporated Parker will be given first priority, followed by those who lived in the 80134 or 80138 zip codes. If banner spaces are still available, veterans from outside of the greater Parker area may be considered.

Commented [AD4]: Currently, half of the 8 banner availabilities are of veteran service dogs that have passes away, not people. Is it Council's intent for this program to be for honorable human and canine veteran service members that have passed away?

Banners must be requested and paid for by the immediate family* of the service member to be honored. **Immediate family includes parents, spouse, children and siblings.*~~**Cost**~~
~~The cost per banner is $150, which includes the design, production, installation, and removal of the banner. Banners must be requested and paid for by the immediate family* of the service member to be honored. *Immediate family includes parents, spouse, children and siblings.~~

Banner Display

Banners will be displayed approximately from May 1 through July 4. The Town of Parker, through a third-party vendor, will design, produce, install and remove the banners, though neither shall be responsible for replacing banners that are stolen, damaged or destroyed due to age, vandalism or any acts of nature, including high winds.~~The Town of Parker and FASTSIGNS of Parker are not responsible for replacing banners that are stolen, damaged or destroyed due to~~

~~age, vandalism or any acts of nature, including high winds. At the end of the display period, banners may be picked up by the family at FASTSIGNS.~~

Requesting a Banner

Eligible parties may request a banner, by submitting a Veterans Memorial Banner Request Form.

Full program details, costs and selection process are located online at parkeronline.org/veteransbannerprogram.~~To request a banner, please fill out our Veterans Memorial Banner Request Form. Our staff will contact you to let you know if your banner has been selected for use in the program. Once you have received confirmation that your banner has been accepted, payment of $150 must be made to FASTSIGNS of Parker prior to your banner being produced and hung.~~

~~**FASTSIGNS of Parker**~~
~~Attn: Memorial Banner Program~~
~~18921 Plaza Drive, Suite 102~~
~~Parker, CO 80134~~
~~Please make checks payable to FASTSIGNS of Parker~~
~~Include "Memorial Banner Program" on the memo line~~

~~**Selection Process:**~~

~~Banner applications must be received by April 1.~~

~~Fourteen (14) banner spaces are available for the first year of the program.~~

~~First priority will be given to veterans from incorporated Parker, followed by those who lived in the 80134 or 80138 zip codes. If banner spaces are still available, veterans from outside of the greater Parker area may be considered.~~

~~Once the application is verified and approved, the applicant will be notified of the final banner approval.~~

~~Payment must be received prior to banner production.~~

~~Banners will be installed annually on or around May 1 and displayed through approximately July 4.~~

~~Once a banner has been removed, it may be picked up by the family at FASTSIGNS of Parker.~~

~~**Banner Requirements**~~

~~Approved banners will be designed, produced and hung by FASTSIGNS of Parker, located at 18921 Plaza Drive, Suite 102 in Parker. Banners will be produced using an approved layout template, customized with the honorees name, branch and years of service and photo. FASTSIGNS may also be reached at 303.841.3278 or by email.~~

~~**Questions**~~

~~If you have additional questions, please email us or call 303.841.2332.~~

Town of Parker, Colorado

POLICY STATEMENT

TITLE Council Liaison Policy	PAGE 1 of 3	POLICY NUMBER **1-12**
EFFECTIVE DATE August 3, 2020	**REVISED DATE** November 1, 2021	
APPROVED BY COUNCIL ACTION Resolution No. 21-051		

PURPOSE

The purpose of this policy is to: a) define the process by which Council Liaison appointments are identified and assigned; b) define the roles and responsibilities of a Council Liaison; c) differentiate between Council Liaison roles and other appointments made by Council to various boards, agencies and community groups; and d) provide agencies and community groups with clarity as to the role and expectations of a Council Liaison.

POLICY STATEMENT

The primary objective for Council Liaisons is to foster positive working relationships and communication between the Town and external agencies or community groups.

Serving as a Council Liaison is an expectation of the elected official position.

This policy applies to all council liaison appointments, as identified each year by the Town ~~Administrator~~ Manager, as part of the assignment process described below. Such appointments may or may not include the Centennial Airport Community Noise Roundtable, Cherry Creek Basis Work Group, Douglas County Youth Initiative Partnership Douglas County Government, among others~~, as identified each year by the Town Administrator.~~

Council Liaison Role

The role of the Council Liaison is intended to facilitate positive and ongoing communication with external agencies on matters of mutual interest. The intent of doing so is to ensure a continuing dialogue on how the Town and agency or community group can work together to better meet the community needs. Additionally, the Council Liaison is to:

1. Provide updates to the rest of Council regarding recent events and community initiatives. Updates may be made verbally at regular Council meetings under Council Reports, by email, a written memo, or in any other manner to keep the entire Council apprised of liaison activities.

2. Attend meetings of the agency or community group as time and scheduling permits, and where agenda topics are of mutual interest

3. Engage in conversation at the agency or community group meetings, providing information and context from the Town's perspective

The liaison roles are also determined by the external agency and may require the Council Liaison to serve as an advisor, a board member, or a local government representative.

Council Liaison Assignments

The Council Liaison assignments should be a collaborative process among Councilmembers and the Mayor. The Council Liaison assignments are made by the end of each year, in December, in order to provide the external agency or community group with the Council Liaison information in January for the upcoming year.

The Mayor will appoint Council Liaisons with the consent of the Council. The Mayor will request recommendations from Council in making assignments. The Mayor will solicit from each Councilmember which liaison assignments they desire and will submit recommendations to the full Council for discussion. If more than one Councilmember is interested in a particular assignment, the Council will reach consensus on which Councilmember is assigned as Council Liaison.

Assignments should:

1. Take into consideration a Councilmember's personal interests and expertise, along with their involvement in a particular subject area.
2. Consider the Councilmember's ability and schedule to attend meetings.
3. Broaden a Councilmember's knowledge by rotating responsibilities to enhance the perspective of Councilmembers.

Council Liaison Guidance

1. In order to avoid violations of the Colorado Open Meetings Law, C.R.S. 24-6-401, *et seq.*, attendance at any Council Liaison meeting or function is limited to two Councilmembers (unless full and timely notice of the meeting is provided in compliance with the Colorado Open Meetings Law).
2. In the capacity as a Council Liaison, the Councilmember represents the full Town Council unless otherwise specified in the external agency's by-laws or other governing documents.
3. Council Liaisons will not make commitments on behalf of the Town outside of current or previously discussed policy direction. Council Liaisons should take requests or inquiries back to the full Council or the Town Manager~~Administrator~~ for follow up or to seek Council's formal decision on a matter.
4. Any substantive matters, or formal policy statements or positions conveyed to external agencies through Council Liaisons should be discussed with and approved by the full Town Council.

5. Council Liaisons serve as the contact person for the external agency. Non-Council Staff Liaisons should refer any communications or requests from an external agency to the assigned Council Liaison.
6. Council Liaisons should maintain regular attendance and notify the appropriate agency's contact person, the Council Liaison Alternate and the Town ~~Administrator's~~ Manager's Office when unable to attend a meeting at which attendance is otherwise expected.
7. Council Liaisons should attend as many of the external agency's functions as necessary to foster good communications and a positive working relationship.
8. Council Liaisons should follow all relevant governance and guidance as established by the external agency.
9. Councilmembers appointed by Council to external agency boards vote as a representative of Town Council regarding matters and issues that come before that board. Council liaisons are encouraged to abstain from voting on matters where discussion with the Parker Town Council is warranted.

Town of Parker, Colorado

POLICY STATEMENT

TITLE Consent Agenda	PAGE 1 of 3	POLICY NUMBER **1-13**
EFFECTIVE DATE November 1, 2021	**REVISED DATE**	
APPROVED BY COUNCIL ACTION Resolution No. 21-052		

PURPOSE

The purpose of this policy is to define the process by which Council Meeting Consent Agenda items are scheduled. The Consent Agenda streamlines Council Meeting procedures by grouping items considered to be routine, administrative or noncontroversial (and do not require a discussion), into a single agenda item that can be passed with a single motion and vote. The Consent Agenda is a method to expeditiously handle routine matters coming before the Town Council.

DEFINITIONS

“Consent Agenda” mean a list of routine, noncontroversial matters, not requiring discussion, presented for Council approval by a single motion and vote.

“Contracts above $500,000” mean contracts with a dollar amount threshold of $500,000 or more. Contracts above $500,000, except for maintenance contracts and renewals, automatically go on the regular agenda and not the Consent Agenda,

“Routine/Nonroutine” and “Significant Community Interest” mean projects that are subjective and can be placed on the Consent Agenda or the regular agenda at the Town Administrator’s discretion and/or Council request. The Town Council may determine whether something is routine or nonroutine or of significant community interest at the prior Study Session. Items of significant community interest should be not placed on the Consent Agenda

“Maintenance contracts” mean contracts typically involving either repair or replacement of existing infrastructure or equipment.

“Contract renewals” mean contracts that the Council has already approved in a previous year, which included the renewal provisions requiring Council approval in the original contract.

POLICY STATEMENT

Transparency and accountability are the foundations of successfully utilizing the Consent Agenda. The Consent Agenda allows for more efficiency with citizens' and staff time regarding routine items. Even though Consent Agenda items are routine and noncontroversial items, it is imperative that all supporting documents be provided in the packet and that the Town Council fully reviews the documents in advance. It is important to note that the total expenditure amounts are approved by the Town Council through the annual budget appropriation process.

Consent Agenda Content

This policy is also reflected in Section 7.4.9, Town Council Meeting Items, of the Town's Operations Manual.

The Consent Agenda is generally first on the Council agenda and is provided to expedite the meeting. Therefore, only items that are identified in this policy are to be placed on the Consent Agenda. Items for consent are those which usually do not require discussion or explanation prior to action by the Council, are noncontroversial and/or similar in content, or are those items which have already been discussed or explained and do not require further discussion or explanation. Ordinances for First Reading on the Consent Agenda are for introduction only and will not be removed for discussion.

The following items may be placed on the Consent Agenda

1. Ordinances for First Reading
2. Resolutions
3. Minutes
4. Proclamations
5. Contracts below $500,000
6. Routine contracts
7. Maintenance contracts
8. Contract renewals

The following items will be placed on the Regular Agenda

1. Ordinances for Second Reading
2. Resolutions for annexation other than resolutions setting a public hearing or remand to the Planning Commission
3. Public Hearings
4. Contracts above $500,000
5. Nonroutine contracts
6. Significant community interest projects or contracts

Operation of the Consent Agenda

The Town Clerk shall prepare the Consent Agenda, listing those items which appear to be routine and do not require discussion. The Consent Agenda items shall be grouped together on the Consent Agenda and shall be handled in one motion (*i.e.*, "I move that the Consent Agenda be approved").

Town Council may approve Consent Agenda items by one motion and vote. There shall be no general discussion on the motion. An item will be considered separately only upon a majority vote of the Town Council, following a motion of a Councilmember and a second.

Any Councilmember may request that an item placed on the Consent Agenda be removed for discussion and independent vote. Any item removed from the Consent Agenda shall be discussed and acted upon following approval of the Consent Agenda.

Citizens may comment on Consent Agenda matters during Public Comment.

Town of Parker, Colorado

POLICY STATEMENT

TITLE	PAGE	POLICY NUMBER
Community Recognitions and Town Council Event Participation Process Policy	1 of 4	1-14
EFFECTIVE DATE	**REVISED DATE**	
TBD		
APPROVED BY COUNCIL ACTION		
Proposed policy, not yet approved		

PURPOSE

The Mayor and Town Council seek to formalize a "by-request" process to recognize **Extraordinary and/or** ~~exemplary~~ **Exemplary positive, contributions** made by Parker residents, businesses, groups and/or organizations, ~~that go above and beyond~~ in serving the needs of the community, through the issuance of Proclamations and/or Certificates of Commendation/Recognition/Achievement. Simultaneously, Mayor and Town Council seek to memorialize in this same Policy a standard process for which staff and the public may invite Mayor and/or Councilmembers to attend or participate in Town-hosted and non-Town hosted events.

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

DEFINITIONS

Extraordinary Contribution: A positive action or service that does not arise from normal activities or processes. These contributions may be unique, remarkable, and/or exceptional.

Exemplary Contribution: Actions deserving of honor, respect, and admiration. These actions or services may be considered examples to be imitated/modeled after.

POLICY STATEMENT

PROCLAMATIONS

Proclamations are historical documents that declare a day, week, or month of a cause, individual, or occasion of significance to the Town of Parker or its residents. Proclamation requests should be made by a Parker resident, group and/or organization that primarily serves the Parker community.

Reasons to request a proclamation may include:

- Significant date/anniversary/historic commemoration relating to the Town of Parker
- Bringing awareness to or recognizing a cause/non-profit organization that assists in the overall community's health and well-being (examples: Breast Cancer Awareness Month; Small Business Saturday; Domestic Violence Awareness Month, etc….)
- Recognizing an individual or group who has demonstrated an exemplary positive impact on the Town

How to request a proclamation:

Proclamation requests should be submitted as far in advance as possible; and no **fewer** than 30 days in advance of when the proclamation is needed.

Through the online form (located at www.parkeronline.org), requestors must include:

- Desired day, week, or month for the proclamation
- Name and contact information of the person/organization making the request
- Purpose of the proclamation
- Proposed proclamation text (Text Template Example)
- Selection for how to receive the proclamation: Pick up at Town Hall, emailed or mailed printed copy (*Staff requested proclamations will be considered by the Town Manager for inclusion on a Regular Council Meeting Agenda)

Proclamation requests are NOT guaranteed and are at the discretion of the Town of Parker. Proclamations recognizing an annual event or cause will not carry over year-to-year and must be resubmitted for annual consideration. Proclamations will NOT be issued for events/organizations with no direct relationship or service to the Town; or incomplete submission forms. All submitted text is subject to edits by Town staff.

CERTIFICATES OF COMMENDATION/RECOGNITION/ACHIEVEMENT

The Mayor and Town Council may issue Certificates of Commendation, Recognition, or Achievement (Special Certificates) for the following criteria:

- Extraordinary and/or Exemplary contributions, services or actions ~~significant contribution (s)~~ made by an organization, business or individual to the Town of Parker ~~that go above-and-beyond traditional acts of public service~~ (Recipients must be in the Town of Parker, ~~or~~ be a Town resident, or any person (s) engaged in heroic or emergency service actions within the Town)
- Retirement from 20 years, or more, of military, police, or fire service
- Other achievements of extraordinary and/or exemplary significance to the Town (examples: a local business milestone anniversary; local school academic or athletic championship)

How to request a Special Certificate:

Special Certificate requests should be submitted as far in advance as possible; and no **fewer** than 30 days in advance of when the certificate is needed.

Through the online form (located at www.parkeronline.org), requestors must include:

- Recipient (s) full name and address
- A brief description of the recipient and why the action (s) are deserving of a Special Certificate (Max: 400 words)
- Requested text for the Special Certificate (Max: 20 words)
- Name and contact information of the person submitting the request
- Selection for how to receive the Special Certificate (Pick up at Town Hall; emailed or mailed printed copy; ***In person at a Council Meeting**; or Request an Elected Official visit to your business/organization)

Formatted: Font: Bold

***In-person Council Meeting recognitions are NOT guaranteed and will be decided monthly (or as-needed) by the Town Mayor and 1 Councilmember that will serve on a rotating basis. Submissions will be vetted to ensure they meet the following criteria (as defined above for Extraordinary and Exemplary Contributions): Unique, exceptional, and/or heroic contributions, actions and services that are deserving of honor, respect and admiration. If the request is made by the Mayor or a Councilmember, they will not be able to vet their own submission.**

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

S~~Submission~~ ubmission requests are NOT guaranteed and are at the discretion of the Town of Parker. Certificates will NOT be issued for events/organizations with no direct relationship or service to the Town; or incomplete submission forms. All submitted text is subject to edits by Town staff.

EVENT PARTICIPATION REQUESTS

The Town of Parker Mayor and Council enjoy engaging with the community at Town-hosted and non-Town hosted events.

How to request Mayor/Council Event Participation:

Members of the public, businesses, groups and/or organizations should submit their online Council participation request as far in advance as possible; and no **fewer** than 30 days in advance of the event.

Requests can be made through the online request form (located at www.parkeronline.org)

Required information:

- Event name, date, time, and location
- Brief description of the event
- Event host name and contact information (must include day-of event contact information)
- Exact time/specific location for elected official (s) arrival
- Level of participation requested of the elected official (s) (invitation only; speaker request; photo opportunity, etc…)
- If making a speaker request, please provide the topic, talking points and length of the speaking request

Mayor and Councilmember calendars fill up quickly, so invitation requests should be made well in advance of the event date. Completed requests are not guaranteed. If scheduling conflicts occur, Mayor and Councilmembers may have to decline the requested invitation. Submitted speeches, talking points, or other copy is subject to edits by Town staff.

~~**POLICY REVISIONS**~~

~~This Policy shall be reviewed and revised at any time, pending the request of the Mayor and Town Council to the Town Manager.~~

Town of Parker, Colorado

POLICY STATEMENT

TITLE	**PAGE**	**POLICY NUMBER**
Debt Management Policy	1 of 6	1-15
EFFECTIVE DATE	**REVISED DATE**	
April 8, 2014		
APPROVED BY COUNCIL ACTION		
Resolution No. 14-016		

Formatted: Font: Not Bold

PURPOSE

This policy establishes appropriate uses of debt, establishes formal debt management practices to ensure that the Town maintains a strong credit profile, and applies these practices as a functional tool for short-term and long-term debt management.

POLICY STATEMENT

This policy establishes the following goals:

1. Debt should be considered the funding source of last resort.
2. Maintain or improve the Town's overall financial condition by maintaining low debt levels as appropriate.
3. Attain and retain the highest possible credit rating for each debt issue.
4. Minimize debt interest costs.
5. Assess all, including new and innovative, financing alternatives, to also include debt avoidance through grant programs or private/public cooperation.
6. Should not exceed industry standards in total debt per capita ratios, including overlapping debt.
7. Use the most cost-effective financing option for capital assets with substantial economic life.
8. Finance routine infrastructure replacement programs on a pay-as-you-go basis, not via debt issuance.
9. Debt issuances should be anticipated through the 10-year Capital Improvement Program (CIP) so that adequate time exists to examine alternatives and to comply with legal constraints and election provisions.
10. The use of enterprise debt is preferred over general obligation debt or other financing options like lease purchase financings when appropriate and cost effective. The analysis of enterprise bond issues must include an estimate of the impact, if any, on rates, fees, and charges.
11. Maintain an adequate ratio between cash funding of capital improvements and debt within the CIP.
12. The impact on operating costs should be considered and accounted for prior to issuing debt for a capital need.
13. At least 50% of the principal amount should be retired in the first ten years of the issue unless the debt is structured to allow for level annual payments (including interest).
14. Debt should be issued only in the amount specified or budgeted for specifically identified projects.

Legal Provisions/Constraints on the Issuance of Debt

Authority to issue debt comes from the Town's Home Rule Charter. Legal provisions/constraints exist for Town debt issuance in the Town's Charter, the

Taxpayer Bill of Rights (TABOR) amendment to the Colorado Constitution, and other Colorado law and court decisions.

Per Article X of the Charter for the Town of Parker, the Town may borrow money and issue the following types of debt:

1. Short-term notes
2. General obligation bonds and other like securities
3. Revenue bonds and other like securities
4. Local improvement bonds and other like securities
5. Refunding securities
6. Long term leases

Article X of the Charter which, after being reconciled with TABOR, discusses the types of debt the Town can issue as summarized below:

1. Short-term notes will mature before the end of the calendar year in which they are issued. Authorization to issue short-term notes in anticipation of tax revenue or other revenue occurs with an affirmative vote of the majority of Town Council.

2. General obligation bonds shall be approved by a vote of the registered electors.

3. Revenue bonds or other debt instruments shall be approved by a vote of the registered electors, except revenue bonds issued by a qualified enterprise that is secured by enterprise revenue.

4. Town Council, pursuant to an ordinance, may issue its securities without an election for the purpose of refunding outstanding securities at a lower interest rate as the same mature or in advance of maturity whenever it determines it is to the best advantage of the Town to do so.

5. There are no established limitations as to the amount of bonds that may be issued by the Town.

6. Town Council, pursuant to an ordinance, in order to provide the necessary land, buildings, equipment and other property for governmental or proprietary purposes, may enter into long term rental or leasehold agreements. Such agreements may include an option or options to purchase and acquire title or other interest in ~~to~~ such leased or rented property within a period not exceeding the useful life of the property, and in no case exceeding forty (40) years.

7. The Town shall have the power to create improvement districts and to assess the cost of the construction or installation of improvements of every character against benefited property within such districts in the Town. The Town shall have the authority by ordinance and with an election to issue bonds to pay for the entire cost of such

improvements. Refer to Section 12 of the Town Charter for additional information regarding improvement districts.

Certain provisions of TABOR address the issuance of debt. A summary of those provisions is provided below:

1. All multiple-year debt shall first be approved by the Town's taxpaying electorate unless it is issued for a TABOR defined government enterprise or refinances bonded debt at a lower interest rate or sufficient cash reserves are pledged irrevocably for all future payments. (Enterprise fund for the Town of Parker only include the Stormwater Utility Fund.)

2. Bonded debt ballot measures shall specify the debt's principal amount and maximum annual and total repayment cost~~, the principal balance of total current bonded debt and its maximum annual and remaining total repayment cost~~.

3. Notice of an election to increase taxes and debt shall be sent to all registered voters of the Town not less than 30 days prior to the election and shall contain information required by state law and TABOR, and, for increases in debt, the principal balance, maximum annual, and total repayment costs of current outstanding debt of the Town.

Formatted: List Paragraph, No bullets or numbering, Tab stops: Not at 1"

~~3.~~4. Debt elections can only occur in a State general election, biennial local Town election, or on the first Tuesday ~~after the first Monday~~ in November of odd-numbered years.

Colorado law and recent court decisions provide that operating leases, lease-purchase~~s~~ financings, and Certificates of Participation (COP's), that are subject to annual appropriation, are not considered multiple-year debt and are not subject to TABOR election requirements.

Debt Structure and Restrictions

Types of Debt Issued

The Town may issue both short term and long term debt, including, but not limited to the following:

1. Short term: Tax, grant, fee, or bond anticipation notes; commercial paper; or variable rate demand notes or other short-term borrowings may be issued when such instruments allow the Town to meet its cash flow requirements or provide increased flexibility in its financing program. No maturity of any such issue shall extend beyond December 31 of the year in which it is issued.

2. Long-term: The Town may issue general obligation bonds, sales and/or use tax revenue bonds, TABOR enterprise revenue bonds, certificates of participation, special assessment bonds, ~~self-liquidating~~ and double barreled bonds. The Town may also

enter into long-term leases for public facilities, property and equipment for a period not to exceed the useful life of the asset being financed or 40 years, whichever is less. Certificates of Participation and long term leases are not considered “debt” for TABOR or state law purposes.

Useful Life of Financed Asset and Maturity of Debt Issue

No bonds or certificates of participation shall be issued for an asset with a useful life of less than ten years. Leases may be entered into for assets with useful lives of three years or more. The duration of a debt issue shall not exceed the useful life of the financed asset. The financing schedule and repayment of debt shall be timed to take advantage of market conditions and, as practical, to maximize its credit capacity for future use.

Sale of Securities

Debt issues may be sold either through a negotiated sale or a competitive bid process depending on which is likely to yield the best results for the Town, or by privately placing such debt with a bank or other institutional investor if it is in the best interest of the Town.

Credit Enhancements

The Town may enter into agreements with commercial banks, insurance companies, or other financial entities for the purpose of acquiring letters of credit, municipal bond insurance, or other credit enhancements that will provide the Town with access to credit when its use is judged cost-effective or otherwise advantageous.

Call Provisions

Bond calls should be as short as possible consistent with the goal of minimizing interest costs. Call premiums should reflect the true economic cost of calling the securities.

Financing Replacement Infrastructure

Long-term debt issuance shall not be used to finance ongoing replacement of infrastructure. Such financing shall be provided through adequate cash funding in the capital budget each year.

Leases

Operating leases for capital equipment are appropriate when circumstances dictate that owning the equipment is not in the best interests of the Town or if cash flow projections indicate that buying outright causes Town cash balances to go below acceptable levels.

Lease/Purchase agreements for capital assets which mature in less than ten years shall not be allowed unless the Town's expected interest earnings rate on investments exceeds the lease effective interest rate for the duration of the lease or unless cash flow projections indicate that buying outright causes Town cash balances to go below acceptable levels.

General Operating Costs

No general operating costs may be financed through long-term debt. General operation costs include, but are not limited to, those items normally funded in the Town's annual operation budget and having a useful life of less than one year.

Enterprise Debt Affordability Target

In general, revenue bonds or other debt instrument should not be issued for a Town enterprise fund if the issuance causes fees for services to exceed 125% of the average Denver metro rate for the service provided unless reason for the debt is deemed necessary for the health, safety, or welfare of the citizens of Parker. Enterprise fund debt shall be paid exclusively through enterprise activity revenues.

Overlapping Debt Affordability Target

Non-enterprise general obligation (G.O.) long-term debt should not be issued if, when combined with overlapping G.O. debt from other entities, it places an excessive burden on the citizenry. Overlapping non-enterprise G.O. debt exceeding $7,500 per capita or 8% of the assessor's actual valuation should be used as a guideline when evaluating the issuance of new debt.

Amount of Issue

The debt issue shall be sized appropriately for the project being financed. Consideration should be given to the exceptions to arbitrage calculation requirements, the market advantages of issuing bank qualified debt, and the possibility of issuing the debt in several series for multi-year projects. In determining the minimum debt issuance, Council shall review related costs of issuance to see if debt is the most cost-effective financing mechanism.

Certificates of Participation (COP's)

COP's are documents that act like bonds but are structured more like leases. The security for the COP's are typically a pledge of assets being financed or other capital assets/buildings of the Town, and the Town's intent to make the necessary annual appropriations during the term of the lease agreement. No pledge of full faith and credit of the Town, or a pledge of a specific source or revenue (i.e. sales and use tax) is made. Consequently, the obligation of the Town to make basic rental payments does not constitute an indebtedness of the Town. Town Council may authorize the issuance of COP's. A vote of the electorate is not required.

Debt Administration

The Town shall prepare appropriate disclosures as required by the law or regulation of an agency with supervision over the disclosure. Additionally, the Town shall meet the highest ethical and professional standards regarding disclosure.

The Director of Finance shall administer and coordinate the Town's debt issuance program and activities, including time of issuance, method of sale, structuring the issue, and marketing strategies for the purpose of making recommendations to the Town Manager and Town Council. Outside professionals (including Bond Counsel, Financial Advisors, and Arbitrage Specialists) may be utilized to assist in this process.

The Town shall maintain effective relations with the rating agencies and the investment community through the annual distribution of financial reports and other appropriate information upon request.

The Town shall consider refunding outstanding debt when legally permissible and financially advantageous. A net present value debt service savings of at least five (5) percent or greater should be achieved.

The Town shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with its investment policy. The management of the debt proceeds shall enable the Town to respond to changes in markets or changes in payment or construction schedules so as to (i) minimize risk, (ii) ensure liquidity, and (iii) optimize returns. Most crucially, the Town shall ensure that the project financed by debt is completed in a timely manner.

The Town shall maintain a system of accounting to calculate bond investment arbitrage earnings in accordance with the Tax Reform Act of 1986. Such amounts, if any, shall be calculated annually and transferred to a federal arbitrage rebate agency fund for eventual payment to the United States Treasury.

Debt service coverage ratios shall be maintained through ongoing cost of service studies to determine adequate user rate changes.

Town of Parker, Colorado

POLICY STATEMENT

TITLE	PAGE	POLICY NUMBER
General Fund Working Reserve Policy	1 of 1	1-16
EFFECTIVE DATE	**REVISED DATE**	
February 20, 2018		
APPROVED BY COUNCIL ACTION		
Resolution No. 18-016		

Formatted: Font: Not Bold

PURPOSE

It is essential the Town of Parker maintain an adequate working reserve in order to mitigate current and future risks, such as revenue shortfalls and unanticipated expenditures, as well as to ensure stable tax rates. An adequate working reserve is a critical consideration to the Town's long-term financial planning.

POLICY STATEMENT

In its General Fund, the Town will maintain a minimum working reserve balance of no less than 25% of the current fiscal year's budgeted and amended budgeted operating expenditures, including transfers.

While targeting to maintain an annual working reserve of no less than 25%, the Town understands there may be circumstances which warrant the Town use these funds temporarily. The Town has established the following instances where it may elect to use these funds:

- An economic downturn in which actual revenues received are below the budgeted amount;
- Early retirement of indebtedness; and
- Unexpected and non-budgeted emergencies, natural disaster cost and/or litigation.

In the event the General Fund working reserve balance drops below 25%, the Town will, concurrently in deciding to utilize its working reserve funds, create a written plan to replenish fund balance reserves during the subsequent budget year to the then-required level by controlling operating expenditures, adjusting operations and/or dedicating excess of specific revenue sources. If the instances identified above extend beyond one fiscal year, replenishing the fund balance reserves may extend to one year beyond the termination of the qualifying event.

The Town's Finance Director will be responsible for reviewing the General Fund Working Reserve Policy semiannually in connections with the Town's annual budgeting process and in preparation of year-end financial statement to ensure the Town is maintaining an adequate working reserve level as established by this policy. The monthly financial reports distributed to Town Council and posted on the website will contain a monthly update on the cash reserve balance.

Town of Parker, Colorado

POLICY STATEMENT

TITLE	PAGE	POLICY NUMBER
Investment Policy	1 of 17	1-17
EFFECTIVE DATE	**REVISED DATE**	
July 7, 2015	**TBD**	
APPROVED BY COUNCIL ACTION		
Resolution No. 15-031		

Formatted: Font: Not Bold

PURPOSE

The Town of Parker is a Colorado home rule municipality operating under its Town Charter. The Town functions under the direction of a Town Manager who is appointed by Town Council. Existing Colorado State Statutes and the Town's Charter and Ordinances provide Parker with legal authority to promulgate and implement local standards for cash and investment management operations.

The purpose of this Investment Policy (the "Policy") is to establish the investment scope, objectives, delegation of authority, standards of prudence, reporting requirements, internal controls, eligible investments and transactions, diversification requirements, risk tolerance, and safekeeping and custodial procedures for the investment of the funds of the Town of Parker, Colorado. This Policy also defines the role and duties of the Town of Parker's Investment Advisory Committee.

Formatted: Font: 11 pt

POLICY STATEMENT

This Policy was endorsed and adopted by the Town Council, pursuant to Resolution No. 15-031, Series of 2015, and is effective as of the 7th day of July, 2015, and replaces all previous investment guidelines formulated by members of Town staff or Resolutions concerning the investment of Town funds adopted by Town Council. The Policy was amended through Resolution 22-010 which added a modification to the term of an Investment Advisory Committee member. The Policy has also been amended effective XXXXX. Any investment currently held at the time the Policy is adopted which does not meet the new Policy guidelines, but was compliant with the prior policy, can be held until maturity, and shall be exempt from

Formatted: Font: 11 pt

Formatted: Font: 11 pt

this Policy. At the time of the investment's maturity or liquidation such funds shall be reinvested only as provided in the most current policy.

SCOPE

The provisions of this Policy shall apply to all investable funds of the Town of Parker, Colorado (hereinafter referred to as the Town). Pension plan funds and deferred compensation plan funds are expressly excluded from this Policy.

All cash, except for certain restricted and special accounts, shall be pooled for investment purposes. The investment income derived from the pooled investment account shall be allocated to the contributing funds based upon the proportion of the respective average balances relative to the total pooled balance. Interest earnings shall be distributed to the individual funds on a monthly basis.

OBJECTIVES

Town funds will be invested in accordance with this Policy to achieve the following objectives, listed in order of priority:

- Preservation of capital and protection of investment principal.
- Maintenance of sufficient liquidity to meet the Town's financial obligations.
- Diversification to avoid incurring unreasonable market risks resulting from investment overconcentration in a specific maturity sector, issuer, or class of securities. Treasury securities are excluded from this stipulation.
- Attainment of a market rate of return throughout budgetary and economic cycles, equal to or exceeding the selected market benchmark and taking into account the Town's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that govern the investments. Return on investment is of secondary importance compared to the safety and liquidity objectives.
- Conformance with all applicable Town, State and Federal laws, rules and regulations.

DELEGATION OF AUTHORITY

Authority to manage the Town's investment program is derived from Colorado Revised Statutes (C.R.S. § 24-75-601.1) and the Town Home Rule Charter (Article IX). The Town Council is responsible for the adoption of this Policy. Management responsibility for the administration of this Policy is hereby delegated to the Town ~~Administrator~~Manager.

The Town Finance Director shall develop written administrative procedures and internal controls, consistent with this Policy, for the operation of the Town's investment program. Such procedures shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the Town.

The Town Finance Director, with the approval of the Town Manager, may delegate the authority to conduct investment transactions and manage the operation of the investment portfolio to specifically authorized staff members. No person may engage in an investment transaction except as expressly provided under the terms of this Policy. Persons authorized to transact investment business on behalf of the Town of Parker are listed in Annex I to this Policy.

The Town may engage the support services of advisors, consultants and professionals in regard to its investment program, so long as it can be clearly demonstrated that these services produce a net financial advantage or necessary financial protection of the Town's financial resources. Investment Advisors shall be registered with the Securities Exchange Commission under the Investment Advisors Act of 1940. Advisors shall be selected using the Town's authorized purchasing procedures for selection of professional services. Advisors shall serve in a non-discretionary capacity, shall be subject to the provisions of this Policy, and shall not, under any circumstances, take custody of any Town funds or securities.

PRUDENCE

The standard of prudence to be used for managing the Town's assets is the "prudent investor" rule which states, investments shall be made with "judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived." (C.R.S. § 15-1-304, Standard for Investments).

The Town's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The Town shall recognize that no investment is totally riskless and that the investment activities of the Town are a matter of public record. Accordingly, the Town recognizes that occasional measured losses may occur in a diversified portfolio and shall be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented and that the sale of a security is in the best long-term interest of the Town.

The Town Finance Director and authorized investment personnel acting m accordance with written procedures and this Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that the deviations from expectations are reported in a timely fashion to the Town Manager and appropriate action is taken to control adverse developments.

ETHICS AND CONFLICTS OF INTEREST

Elected officials and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could ~~impair, or~~impair or create the appearance of an impairment of their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Town ~~Administrator~~ Manager any material financial interests they have in financial institutions that conduct business with the Town and they shall subordinate their personal investment transactions to those of the Town. Elected officials shall comply with the Town's code of ethics. Employees shall comply with the employee code of ethics as contained in the Town Personnel Manual and Town Operations Manual, as amended.

AUTHORIZED SECURITIES AND TRANSACTIONS

Except as specifically defined in this Policy, all investments of the Town shall be made in accordance with applicable laws contained in the Colorado Revised Statutes, as amended: C.R.S. § 11-10.5-101, *et seq.*, Public Deposit Protection Act; C.R.S. § 11-47-10, *et seq.*, Savings and Loan Association Public Deposit Protection Act; C.R.S. § 24-75-601, *et seq.*, Funds-Legal Investments; C.R.S. § 24-75-603, Depositories, and C.R.S. § 24-75-702, Local governments-authority to pool surplus funds. Any revisions or extensions of these sections of the Colorado Revised Statutes will be assumed to be part of this Investment Policy immediately upon the effective date thereof.

The Town has further defined the following types of securities and transactions as eligible for use by the Town:

1. U.S. Treasury Obligations: Treasury Bills, Treasury Notes, Treasury Bonds and Treasury Strips (separate trading of interest or principal) with maturities not exceeding five years from the date of trade settlement.

2. U.S. Agency and Federal Instrumentality Securities: Debentures, discount notes, callable securities, step-up securities and stripped principal or coupons with defined maturities not exceeding five years from the date of trade settlement. Subordinated debt, mortgage-backed securities and other derivatives are **excluded** from the approved securities list~~.~~ No more than 35% of the total portfolio may be invested in any single Agency/Instrumentality issuer.

3. Corporate or Bank Debt Securities:

   a. Bonds, notes, debentures and medium-term notes issued by a corporation or bank which is organized and operated within the United States, with remaining maturities not exceeding five years from the date of trade settlement. Such securities, at the time of purchase, must be rated at least A+ by Standard & Poor's, Al by Moody's, or A+ by Fitch by at least two services that rate the issue. The term “Bank Debt Security” includes Negotiable Certificates of Deposit issued by banks organized and chartered within the United States. These instruments are investment securities and not deposits as described in item 7 below.

   b. The Town hereby authorizes investments in securities denominated in U.S. dollars and issued by a corporation or bank that is not organized and operated within the United States. Investment in international corporate securities must have a final maturity not exceeding three years from the date of trade settlement and must be

Formatted: Font: New times Roman, 12 pt

rated at least AA- by Standard & Poor's, Aa3 by Moody's or AA- by Fitch by at least two services that rate the issue. Such investments shall not exceed an allocation of 5% per country at the time of purchase.

c. Commercial paper with maturities not exceeding 270 days from the date of trade settlement that is rated at least A-1 by Standard and Poor's, P-1 by Moody's, or F-1 by Fitch at the time of purchase by at least two services that rate the commercial paper. ~~If the commercial paper issuer has senior debt outstanding, the senior debt must be rated by each service that publishes a rating on the issuer of at least A+ by Standard and Poor's, Al by Moody's, or A+ by Fitch.~~ Issuers must have a $250 million program in place to be eligible for investment.

d. Eligible Banker's Acceptances with original maturities not exceeding 180 days from the date of trade settlement, issued by a state or national bank with combined capital and surplus of at least $250 million. Banker's Acceptances shall be rated P-1 by Moody's, A-1 by Standard & Poor's and F-1 by Fitch at the time of purchase by at least two services that rate them. ~~If the issuing bank has senior debt outstanding, it shall be rated, at the time of purchase A+ by Standard and Poor's, Al by Moody's, or A+ by Fitch.~~

At no time shall the market value of investments in corporate and bank securities total more than fifty percent of the total market value of the Town's portfolio with no greater than five percent exposure to any single issuer. No subordinated security may be purchased.

4. Money Market Mutual Funds registered under the Investment Company Act of 1940 that: 1) are "no-load" (i.e.: no commission or fee shall be charged on purchases or sales of shares) and charge no 12bl fees; 2) have a constant daily net asset value per share of $1.00; 3) limit assets of the fund to securities authorized by state statute; 4) have a maximum stated maturity and weighted average maturity in accordance with Rule 2a-7 of the Investment Company Act of 1940; and 5) have a rating of AAAm by Standard and Poor's or Aaa~~AA~~ by Moody's, or AAA/~~V-1+~~mmf by Fitch Investors Service. No more than 35% of the total portfolio may be invested in any individual fund.

5. Local Government Investment Pools authorized under C.R.S. § 24-75-701, *et seq.*, that: 1) are "no-load" *(i.e.*, no commission or fees shall be charged on purchases or sales of shares) and charge no 12bl fees; 2) have a constant daily net asset value per share of $1.00; 3) limit assets of the fund to securities authorized by state statute; 4) have a maximum stated maturity and weighted average maturity in accordance with Rule 2a-7 of the Investment Company Act of 1940; and 5) have a rating of AAAm by Standard and Poor's or ~~AAA~~ Aaa by Moody's or AAA/~~V-1+~~mmf by Fitch Investors Service. No more than 35% of the total portfolio may be invested in any individual fund.

6. Time Certificates of Deposit with a maturity not exceeding five years in any bank that is a member of the Federal Deposit Insurance Corporation (FDIC). At the time of purchase, certificates of deposit that exceed FDIC insurance limits shall be collateralized as

required by the Public Deposit Protection Act or the Savings and Loan Association Public Deposit Protection Act. Issuers of Time Certificates of Deposit shall have a Thomson Reuters Bank Insight rating of at least 20 for the most recent reported quarter at the time of purchase if the deposit exceeds FDIC Insurance. No more than 30% of the total portfolio may be invested in certificates of deposit and no more than 5% of the total portfolio may be invested in any one issuer.

7. Repurchase Agreements:

   a. Repurchase Agreements with maturities of 180 days or less collateralized by U.S. Treasury securities listed in item 1 above and Federal Instrumentality Securities listed in item 2 above with the maturity of the collateral not exceeding 10 years. For the purpose of this section, the term collateral shall mean purchased securities under the terms of the Town approved Master Repurchase Agreement. The purchased securities shall have a minimum market value including accrued interest of 102 percent of the dollar value of the transaction. Collateral shall be held in the Town's custodian bank as safekeeping agent, and the market value of the collateral securities shall be marked-to-the-market daily.

   b. Repurchase Agreements shall be entered into only with dealers who have executed a Town approved Master Repurchase Agreement with the Town and who are recognized as primary dealers with the Federal Reserve Bank of New York or have a primary dealer within their holding company structure. The Town Finance Director shall maintain a copy of the Town's approved Master Repurchase Agreement along with a list of the broker/dealers who have an executed Master Repurchase Agreement with the Town. ~~Broker/dealers having an executed Master Repurchased Agreement on file with the Town of Parker are listed in Annex II to this Investment Policy.~~

   The Town may utilize Tri-party Repurchase Agreements provided that the Town is satisfied that it has a perfected interest in the securities used as collateral and that the Town has a properly executed Tri-party Agreement with both the counterparty and custodian bank. No more than 50% of the portfolio may be invested in repurchase agreements and no more than 10% may be invested with a single counterparty.

8. Obligations of the Town of Parker: General obligation bonds, revenue bonds, or other debt securities issued by or guaranteed wholly, partially or morally by the Town of Parker, Colorado.

9. General Obligations and Revenue Obligations of state or local governments with a maturity not exceeding five years from the date of trade settlement. General Obligations and Revenue Obligations of this state or any political subdivision of this state must be rated at the time of purchase at least A by Standard and Poor's, A2 by Moody's or A by Fitch by at least two services that rate the issue. General Obligations and Revenue Obligations of any other state or political subdivision of any other state must be rated at the time of purchase at least ~~AA~~ AA- by Standard and Poor's, ~~Aa2~~ Aa3 by Moody's or ~~AA~~ AA- by Fitch by at least two services that rate the issue. Up to 30% of the portfolio

may be invested in aggregate in municipal general obligations and revenue obligations. No more than 5% of the total portfolio may be invested in the securities of any single issuer.

10. Unsubordinated obligations issued by the International Bank for Reconstruction and Development (The World Bank). The securities must be rated "AA" or higher by a nationally recognized statistical rating organization. No more than 5% of the total portfolio may be invested in these securities, and the maximum maturity may not exceed 5 years.

Securities that have been downgraded below minimum ratings described herein may be sold or held at the Town's discretion. The portfolio will be brought back into compliance with this Policy's guidelines as soon as is practical.

It is the intent of the Town that the foregoing list of authorized securities be strictly interpreted. Any deviation from this list must be preapproved by the Town Manager in writing and must be presented for approval by the Town Council at the next regular Town Council meeting.

The Town recognizes that bond proceeds may, from time to time, be subject to the provisions of the Tax Reform Act of 1986, Federal Arbitrage Regulations, as amended. Due to the legal complexities of arbitrage law and the necessary immunization of yield levels to correspond to anticipated cash flow schedules, the reinvestment of such debt issuance may, upon the advice of Bond Counsel or financial advisors, deviate from the maturity limitation provisions of this Policy with written approval of Town Council.

PORTFOLIO MATURITIES AND LIQUIDITY

To the extent possible, investments shall be matched with anticipated cash flow requirements. Unless matched to a specific cash flow requirement or approved by Town Council, the Town will not invest in securities maturing more than five years from the date of trade settlement. The Town shall maintain at least 10% of its total portfolio in instruments maturing in 90 days or less. The weighted average final maturity of the Town's portfolio shall at no time exceed three years.

INVESTMENT POOLS/MUTUAL FUNDS

The Town shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. There shall be a questionnaire developed which will answer the following general questions:

1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.

3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

RISK MANAGEMENT AND DIVERSIFICATION

Mitigating Credit Risk in the Portfolio

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or
perceived change in the ability of the issuer to repay its debt. The Town will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the "Authorized Securities and Transaction" section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be invested in securities of any single issuer per each category in "Authorized Securities and Transaction" section of this policy, except where the issuer is the US Government, its Agencies and GSEs or where the security is Money Market Mutual Funds or Local Government Investment Pools.
- The Town may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or yield of the portfolio in response to market conditions or Town's risk preferences.
- If securities owned by the Town are downgraded by a nationally recognized statistical ratings organization to a level below the quality required by this investment policy, it will be the Town's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
    - If a security is downgraded, the Finance Director will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
    - If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the Town Council.

Mitigating Market Risk in the Portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The Town recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The Town will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The Town further recognizes that certain types of securities, including variable rate securities, securities with principal pay downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The Town, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The Town shall maintain at least 10% of its total portfolio in instruments maturing in 90 days or less to provide sufficient liquidity for expected disbursements.
- The maximum percent of callable securities (does not include "make whole call" securities as defined in the Glossary) in the portfolio will be 20%.
- The maximum stated final maturity of individual securities in the portfolio will be five years, except as otherwise stated in this policy.
- The duration of the portfolio will at all times be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the Town based on the Town's investment objectives, constraints and risk tolerances.

SELECTION OF BROKER/DEALERS

The Town Finance Director shall maintain a list of broker/dealers approved for investment purposes by the Town's Investment Advisory Committee, and it shall be the policy of the Town to purchase securities only from those authorized firms. To be eligible, a firm must meet at least one of the following criteria:

1. Be recognized as a Primary Dealer by the Federal Reserve Bank of New York or have a primary dealer within its holding company structure;
2. Report voluntarily to the Federal Reserve Bank of New York,
3. Qualify under Securities and Exchange Commission (SEC) Rule l 5c3-I (Uniform Net Capital Rule).

Broker/dealers will be reviewed by the Town's Investment Advisory Committee on the basis of their expertise in public cash management and their ability to provide services for the Town's account. Approved broker/dealers and the firms they represent shall be licensed to do business in the State of Colorado and as such are subject to the provisions of the Colorado Revised Statutes, including but not limited to C.R.S. § 24-75-604.

The Town may engage the services of investment advisory firms to assist in the management of the portfolio and investment advisors may utilize their own list of approved broker/dealers. Such broker/dealers will comply with the selection criteria above and the list of approved firms shall be provided to the Town on an annual basis or upon request.

In the event that an external investment advisor is not used in the process of recommending a particular transaction in the Town's portfolio, any authorized broker/dealer from whom a competitive bid is obtained for the transaction will attest in writing that he/she has received a copy of this policy and each authorized broker/dealer shall be required to submit and annually update a Town approved Broker/Dealer Information Request form that includes the firm's most recent financial statements. The Town Finance Director shall maintain each approved firm's most recent Broker/Dealer Information Request form.

~~Firms currently authorized for investment purposes by the Town of Parker are listed in Annex III to this Investment Policy. The Town Finance Director shall furnish updated copies of Annex III to Town Council whenever changes are made.~~

The Town may purchase commercial paper from direct issuers even though they are not on the approved broker/dealer list as long as they meet the criteria outlined in item 3.b. of the Authorized Securities and Transactions section of this Investment Policy.

COMPETITIVE TRANSACTIONS

Each investment transaction shall be competitively transacted with authorized broker/dealers. At least three broker/dealers shall be contacted for each transaction and their bid and offering prices shall be recorded.

If the Town is offered a security for which there is no other readily available competitive offering, then quotations on comparable or alternative securities will be recorded.

SELECTION OF BANKS

The Town Finance Director shall maintain a list of banks ~~approved by the Investment Advisory Committee~~ to provide depository and other banking services for the Town. Banks in the judgment of the Town Finance Director no longer offering adequate safety to the Town, will be removed from the list.

To be eligible for designation to provide banking services, a financial institution shall qualify as a depository of public funds in the State of Colorado as defined in C.R.S. § 24-75-603, as evidenced by a certificate issued by the State Banking Board and shall be an FDIC member, with all deposits in excess of FDIC coverage collateralized as required by the Colorado Public Deposit Protection Act or the Colorado Savings and Loan Association Public Deposit Protection Act.

Banks approved to provide depository and other banking services, including the sale of certificates of deposit, are listed in Annex IV to this Investment Policy.

SAFEKEEPING AND CUSTODY

Settlement of all investment transactions will be completed using standard delivery-vs.-payment procedures. The Town Finance Director shall select one or more financial institutions to provide safekeeping and custodial services for the Town. A Town approved Safekeeping Agreement shall be executed with each custodian bank prior to utilizing that bank's safekeeping services.

To be eligible for designation as the Town's safekeeping and custodian bank, a financial institution shall qualify as a depository of public funds in the State of Colorado as defined in C.R.S. § 24-75-603 and be a Federal Reserve member financial institution.

Custodian banks will be selected on the basis of their ability to provide services for the Town's account and the competitive pricing of their safekeeping related services.

It is the intent of the Town that all investment securities be perfected in the name of the Town, and that all deliverable investment securities purchased by the Town will be delivered by book entry and will be held in third-party safekeeping by a Town approved custodian bank or the Depository Trust Corporation (OTC).

All book entry securities owned by the Town shall be evidenced by a safekeeping receipt or customer confirmation issued to the Town by the custodian bank stating that the securities are held in the Federal Reserve system in a Customer Account for the custodian bank which will name the Town as "customer."

The Town may utilize the services of the Depository Trust Corporation (OTC) as a depository for delivery of securities not wired through the Federal Reserve system. ~~Financial institutions approved to provide safekeeping and custodial services for the Town are listed in Annex IV to this Investment Policy.~~

PORTFOLIO PERFORMANCE

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the Town's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Finance Director shall monitor and evaluate the portfolio's performance relative to market benchmark, which will be included in the Finance Director's quarterly report. The Finance Director shall select an appropriate, readily available index to use as a market benchmark.

REPORTING

The Town Finance Director, or designee, shall prepare semi-annual reports for the review of the Town Council, the Town ~~Administrator~~ Manager and the Investment Advisory Committee. The reports shall include a listing of the investments held by the Town, the maturity, cost, book value and current market value of the portfolio, credit quality of each investment, and the amount of interest earned to date. The Town Finance Director shall also present a review of the portfolio's adherence to appropriate risk levels a statement that the portfolio is in compliance with the investment policy or the manner in which the portfolio is not in compliance, and a comparison between the portfolio's total return and the established investment objectives and goals. Recent market conditions, economic developments, and investment conditions shall also be reviewed.

INVESTMENT ADVISORY COMMITTEE

The Town of Parker maintains an Investment Advisory Committee that consists of the Mayor or a Councilmember appointed by the Mayor and ratified by Town Council, the Town Finance Director, the Town Manager or designee, and two financial professionals.

Purpose of Committee. The Investment Advisory Committee reviews and monitors the Town's cash management and investment results, develops and recommends investment policies to the Town Council, and assists in the selection of investment facilitators and managers.

Selection of Financial Professionals. The Town Finance Director, or designee, shall solicit volunteers that are financial professionals to serve on the Investment Advisory Committee through a public notification process. The Town Finance Director shall provide recommendations of appointees to the Town Council for final selection. Professionals sought are to be knowledgeable of the financial arena, with experience serving as representatives of banks or trust companies, representatives of primary government bond dealers, private sector cash managers, or finance directors or investment personnel in local governmental entities. Preference shall be given to financial professionals who live or work within the Town limits of Parker.

Terms. The Mayor, during the Mayor's term in office, or if the Mayor appoints a Council member, the term shall be two (2) years beginning in January of each even numbered year. Financial professionals shall be appointed for four-year staggered terms. Reappointment of members shall be considered. A member may remain beyond the expiration of the term until the appointment of a new member.

Compensation. Members of the Investment Advisory Committee shall serve without compensation or reimbursement for expenses incurred in attending meetings.

Meetings. The Investment Advisory Committee shall meet at least semi-annually.

POLICY REVISIONS

This Policy shall be reviewed ~~annually~~ periodically by the Town Finance Director and the Investment Advisory Committee. This Policy may be amended by the Town Council as conditions warrant. The data contained in ~~the Annexes~~ Annex I to this Policy may be updated by the Town Finance Director as necessary, provided the changes in no way affect the substance or intent of this Investment Policy.

~~Prepared and submitted by the Investment Advisory Committee of the Town of Parker.~~

Annex I

AUTHORIZED PERSONNEL

The following persons are hereby authorized to transact investment business on behalf of the Town of Parker, Colorado:

Town Finance Director

~~Accounting Manager~~

Controller

In case of an emergency, the Town ~~Administrator~~ Manager and the Staff ~~Accounttant~~Accountant may also transact investment business on behalf of the Town.

~~Annex II~~

~~MASTER REPURCHASE AGREEMENT~~

~~The following firms have executed Master Repurchase Agreements on file with the Town of Parker, Colorado:~~

~~Credit Ratings~~

~~Short-term / Long-term~~

~~Broker/Dealer~~ ~~Moody's~~ ~~Standard & Poors~~

~~Annex III~~

~~APPROVED BROKER/DEALERS~~

~~The following firms have been approved for investment purposes by the Town of Parker, Colorado:~~

~~Broker/Dealer~~

~~Barclays Capital Inc.~~ ~~Morgan Stanley Smith Barney~~

~~Citigroup Global Markets, Inc.~~ ~~Raymond James & Associates~~

~~J.P. Morgan Securities LLC~~ ~~RBC Capital Markets~~

~~Jefferies & Company, Inc.~~ ~~UBS Financial Services~~

~~Merrill Lynch, Pierce, Fenner & Smith Inc.~~ ~~Wells Fargo Securities~~

~~Mizuho Securities USA Inc.~~

~~**Annex IV**~~

~~**APPROVED BANKS**~~

~~The following banks have been approved to provide depository, safekeeping and other banking services by the Town of Parker, Colorado:~~

~~Colorado Business Bank~~

~~UMB Bank Colorado, NA~~

~~Wells Fargo Institutional Retirement and Trust~~

GLOSSARY OF INVESTMENT TERMS

AGENCIES. Shorthand market terminology for any obligation issued by *a government-sponsored entity (GSE),* or a *federally related institution.* Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

- **FFCB.** The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.
- **FHLB.** The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.
- **FHLMC.** Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.
- **FNMA.** Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.
- **GNMA.** The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.
- **PEFCO.** The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.
- **TVA.** The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TV A currently issues discount notes and bonds.

ASKED. The price at which a seller offers to sell a security.

ASSET BACKED SECURITIES. Securities supported by pools of installment loans or leases or
by pools of revolving lines of credit.

AVERAGE LIFE. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

BANKER'S ACCEPTANCE. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

BENCHMARK. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BID. The price at which a buyer offers to buy a security.

BROKER. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS). A private placement service that allows local agencies to purchase more than $250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage CDARS is currently the only entity providing this service CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than $250,000 each, so that FDIC coverage is maintained.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COST YIELD. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

CURRENT YIELD. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

DEBENTURE. A bond secured only by the general credit of the issuer.

DELIVERY vs. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DERIVATIVE. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

FEDERAL FUNDS RATE. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

FEDERAL OPEN MARKET COMMITTEE. A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

~~**LOCAL AGENCY INVESTMENT FUND (LAIF).** A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.~~

LOCAL GOVERNMENT INVESTMENT POOL. An investment by local governments in which their money is pooled as a method for managing local funds. ~~Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities(JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.~~

MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE. The price at which a security can be traded.

MARKING TO MARKET. The process of posting current market values for securities in a portfolio.

MATURITY. The final date upon which the principal of a security becomes due and payable.

MEDIUM TERM NOTES. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION. The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MORTGAGE PASS-THROUGH SECURITIES. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NEGOTIABLE CD. A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

PREMIUM. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

PREPAYMENT SPEED. A measure of how quickly principal is repaid to investors in mortgage securities.

PREPAYMENT WINDOW. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

PRUDENT PERSON (PRUDENT INVESTOR) RULE. An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices. ~~A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."~~

REALIZED YIELD. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

REGIONAL DEALER. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

REPURCHASE AGREEMENT. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

SAFEKEEPING. A service to bank customers whereby securities are held by the bank in the customer's name.

STRUCTURED NOTE. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATIONAL. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

VOLATILITY. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

Town Policy Manual Edit Summary

Council Retreat

March 3, 2023

Cover:

- Add amended date
- Change Town Administrator title to Town Manager

Table of Contents:

- Do we strike Community Event In-Kind Contribution Policy, as it has been replaced with permanent administrative procedures on Community Events and Community Partnerships?
- Add policies 1-14 through 1-17

0.1: Establishing the Town of Parker Policy Manual

- Change Town Administrator title to Town Manager

0.2: Mission, Vision, Parker Principles and Core Values

- Typo edits

0.3: Flag Policy

- No changes

0.4:Community Event In Kind Contin

- Strike In-kind policy?

1.1: Elected Official Budget Policy

- Change Town Administrator title to Town Manager

1.2: Elected Official Media Policy

- Change Town Administrator title to Town Manager
- Clarify Town Manager’s Communications structure
- Remove outdated Communications contacts

1.3: Elected Official Purchasing Card Policy

- Change Town Administrator title to Town Manager
- Typo edits

1.4: Elected Official Technology Policy

- Change Town Administrator title to Town Manager
- Provides timeframe for when elected officials may purchase tech equipment
- Adds language regarding option to purchase tech equipment from the Town if purchased after the first year of elected service
- Updated language regarding IT trainings
- Clarifies that Council will contact the Town Manager's Office for any IT support requests

1.5:Elected Official Travel Policy

- Change Town Administrator title to Town Manager
- Typo edits

1.6:Staff Contact by Elected Officials

- Change Town Administrator title to Town Manager

1.7:Study Session Policy

- Change Town Administrator title to Town Manager

1.8:Town Council Public Hearing Procedure Policy

- In header, changed page count and revised amended date (what resolution number do we use?)
- Removed references to Zoom participation or virtual participation

1.9:Elected Official Social Media Policy Statement

- Revised policy to better define: "Official" social media accounts for elected officials; personal use of personal social media accounts; personally identifiable information
- Includes language providing for Town-created social media accounts for elected official use
- Revised language regarding Document Retention and "official" social media accounts
- New language defining "Limited Public Forum" and social media "official' accounts (town-created and existing)
- Added new language regarding personal use of social media outside of elected officials' "official" accounts (clarifying what content can be shared on personal accounts and what to do if people begin commenting seeking your input as an elected official)
- Change Town Administrator title to Town Manager

1.10:Telephonic Participation During Town Council Meetings Policy

- Reformat Purpose and Policy Statement to match the other policy templates

- Change Town Administrator title to Town Manager

1.11:Veterans Memorial Banner Program Policy

- Does Council wish to remove this from the Town Policy Manual, as it is a Town Program?
- Is the intent of the program to include both honorable human veteran service members that have passed away and veteran service dogs that have passed away?
- If policy is to remain; the red line changes add Purpose and Policy Statement language; remove specific detailed language regarding vendor names, contact information, banner costs); adds language directing people to the website where current information on the process is available and can be updated as changes arise

1.12:Council Liaison Policy

- Change Town Administrator title to Town Manager
- Typo edits

1.13:Consent Agenda Policy

- No changes

1.14:Community Recognitions and Town Council Event Participation Process Policy

- Completely new policy to formalize Council's process for issuing Community Recognitions; and memorializing the process for Town Council event participation requests
- Redlines reflect Council direction from 2/13 Study Session:
  - Added definitions for Extraordinary and Exemplary contributions
  - Removed "above-and-beyond" language
  - Staff Proclamation requests will be reviewed by the Town Manager for possible inclusion to a Regular Council Meeting Agenda
  - Added Extraordinary and Exemplary qualifiers for submission requests
  - Lists process for how Council will determine which Special Certificates can be presented in a Regular Council Meeting
  - Removed policy revision language as it is covered in Policy 0.1

1.15:Debt Management Policy

- Added existing policy into the Town Policy Manual Template; with new recommended updates by outside legal council

1.16:General Fund Working Reserve Policy

- Added existing policy into the Town Policy Manual Template; no other changes

1.17: Investment Policy

- Added existing policy into the Town Policy Manual Template
- Updated changes by external investment advisor
- Change Town Administrator title to Town Manager