



**PARKER AUTHORITY FOR REINVESTMENT AGENDA**  
**September 3, 2024**  
**Immediately following the Adjournment of the Town Council Meeting**

**1. CALL TO ORDER AND ROLL CALL**

**2. APPROVAL OF MINUTES**

**June 3, 2024**

**3. PUBLIC COMMENTS - 3 Minute Limit (No action will be taken on these items.)**

**4. RESOLUTIONS**

**A. RESOLUTION NO. 2024-03**

**A Resolution to Approve the First Amendment to Second Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado, and the Parker Authority for Reinvestment**

**Staff: Weldy Feazell, Director**

**B. RESOLUTION NO. 2024-04**

**A Resolution to Approve the Assignment and Assumption Agreement (Roth Lange Engineering Group Agreement) between the Town of Parker, Colorado, and the Parker Authority for Reinvestment**

**5. ADJOURNMENT**

**PARKER AUTHORITY FOR REINVESTMENT  
MINUTES  
JUNE 3, 2024**

Chair Jeff Toborg called the meeting to order at 8:47 p.m. All members were present, except for Todd Hendreks and Joshua Rivero.

**APPROVAL OF MINUTES - December 11, 2023**

John Diak moved and Brandi Wilks seconded to approve the minutes of December 11, 2023.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

**PUBLIC COMMENTS**

None.

**RESOLUTIONS**

**A. RESOLUTION NO. 2024-01**

**A Resolution Establishing a Designated Public Place for the Posting of Meeting  
Notices as Required By the Colorado Open Meetings Law**

**Staff: Weldy Fezell, Director**

The Parker Authority for Reinvestment Board designated a public location for posting meeting notices annually, as required by state law.

**Public Comments:** None.

John Diak moved and Brandi Wilks seconded to approve Resolution No. 2024-01.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

**B. RESOLUTION NO. 2024-02****A Resolution of the Parker Authority for Reinvestment Approving the Amendment to Development and Financing Agreement Between the Town of Parker, the Parker Authority for Reinvestment, and CD-Parker, LLC****Staff: Weldy Fezell, Director**

On November 7, 2022, the Town Council and the Parker Authority for Reinvestment (“PAR”) approved the Development and Financing Agreement with CD-Parker, LLC, which addressed the development of the Town Parcels, including the Pine Curve property. The legal description for the Pine Curve parcel, which was included in the Development Agreement, contains minor errors. These errors do not affect the size or shape of the Pine Curve parcel but nonetheless, result in the legal description of the Pine Curve parcel not fully closing. Correcting the legal description necessitated an amendment to the Development Agreement.

**Public Comments:** None.

Brandi Wilks moved and John Diak seconded to approve Resolution No. 2024-02.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

**ADJOURNMENT**

Anne Barrington moved and Laura Hefta seconded to adjourn the meeting at 8:51 p.m.

A roll call vote was taken:

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

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Susan L. Irvine, Deputy Clerk

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Jeff Toborg, Chair



## Request for Authority Board Action

**Date:** September 3, 2024  
**Submitted By:** Weldy Feazell  
**Reviewed By:** Michelle Kivela, Executive Director  
**Title:** **RESOLUTION NO. 2024-03**  
**A Resolution to Approve the First Amendment to Second Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado, and the Parker Authority for Reinvestment**  
**Staff: Weldy Feazell, Director**

### **EXECUTIVE SUMMARY**

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The Second Amended and Restated Cooperation Agreement between the Town and Parker Authority for Reinvestment (PAR) is a comprehensive document that outlines the administrative items allowing PAR to implement the Town's Urban Renewal Plans.

### **STAFF RECOMMENDATION**

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Approve

### **BACKGROUND/DISCUSSION**

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PAR and the Town initially entered into a Cooperation Agreement for Administrative Services on August 21, 2006, which was subsequently amended on three occasions: June 4, 2012 (the "First Amendment"); March 17, 2014 (the "Second Amendment"); and May 15, 2017 (the "Third Amendment"). Following this, on December 4, 2017, the Town and PAR entered into the Amended and Restated Cooperation Agreement, which has also been amended twice on April 15, 2018 (the "First Amendment") and September 8, 2020 (the "Second Amendment"). Most recently, the Second Amended and Restated Cooperation Agreement was entered into on June 5, 2023.

The proposed First Amendment to the Second Amended and Restated Cooperation Agreement brings several beneficial changes, including:

- Use of Town Employees/Administrative Services: PAR reimburses the Town for the cost of salaries and benefits for staff. The amendment aims to update the current staff titles without altering the percentage reimbursed to the Town.
  - PAR Executive Director - 25% of the Town Manager's salary and benefits
  - PAR/Economic Development Director – 50% of the PAR and Economic Development Director's salary and benefits
  - Business Development Liaison – 100% of salary and benefits
  
- Capital Project Within and Urban Renewal Project Area: Simplifies the Capital Projects section by allowing changes to the list of projects without having to amend the agreement. Budget allocations will still be required for all capital projects funded by P3.

**FINANCIAL IMPACT**

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None. All 2024 budget allocations remain unchanged.

**ATTACHMENTS**

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1. Resolution No. 2024-03

**RECOMMENDED MOTION**

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I move to approve Resolution 2024-03.

**PAR RESOLUTION NO. 2024-03**

**TITLE: A RESOLUTION APPROVING THE FIRST AMENDMENT TO SECOND AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE PARKER AUTHORITY FOR REINVESTMENT**

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Parker Authority for Reinvestment that:

Section 1. The First Amendment to the Second Amended and Restated Cooperation Agreement between the Town of Parker, Colorado, and the Parker Authority for Reinvestment (the "Authority"), attached hereto as **Exhibit A**, is hereby approved, and the Chairman of the Authority is authorized to execute the same on behalf of the Authority.

INTRODUCED, READ, AND ADOPTED by a vote of \_\_\_ for and \_\_\_ against at a regular meeting of the Board of Commissioners of the Parker Authority for Reinvestment on September 3, 2024, at \_\_\_\_\_ p. m., at Parker Town Hall, Parker, Colorado.

\_\_\_\_\_  
Jeff Toborg, Chair

ATTEST:

By: \_\_\_\_\_  
Chris Vanderpool, Clerk

## **EXHIBIT A**

### **FIRST AMENDMENT TO SECOND AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE PARKER AUTHORITY FOR REINVESTMENT**

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED COOPERATION AGREEMENT (the "First Amendment") dated as of the \_\_\_\_ day of \_\_\_\_\_, 2024, is entered into by and between the Town of Parker, Colorado (the "Town"), a home rule municipal corporation of the State of Colorado, and the Parker Authority for Reinvestment (the "Authority"), a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado and the Charter of the Town.

#### **RECITALS:**

WHEREAS, the Town is a home rule municipality and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and the Charter of the Town the Charter;

WHEREAS, the Authority is a body corporate and has been duly organized established and authorized by the Town to transact business and exercise its powers as an urban renewal authority, all under and pursuant to the Charter and the Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.* (the "Act");

WHEREAS, pursuant to C.R.S. § 31-25-109 of the Act the Authority has the power and authority to issue or to incur notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, advances, or other obligations including refunding obligations (collectively, the "Obligations"), for the purpose of financing the activities and operations authorized to be undertaken by the Authority with respect to the projects in accordance with an adopted urban renewal plan and the Act as approved by the Town;

WHEREAS, the Town and the Authority entered into the Cooperation Agreement for Administrative Services on August 21, 2006 (the "Original Cooperation Agreement");

WHEREAS, the Town and the Authority entered into the First Amendment to Cooperation Agreement for Administrative Services on June 4, 2012 (the "First Amendment");

WHEREAS, the Town and the Authority entered into the Second Amendment to Cooperation Agreement for Administrative Services on March 17, 2014 (the "Second Amendment");

WHEREAS, the Town and the Authority entered into the Third Amendment to Cooperation Agreement for Administrative Services on May 15, 2017 (the "Third Amendment");

WHEREAS, the Town and the Authority entered into the Amended and Restated Cooperation Agreement for Administrative Services on December 4, 2017 (the "Original Restated Cooperation Agreement");

WHEREAS, the Town and the Authority entered into the First Amendment to Amended and Restated Cooperation Agreement on April 15, 2019 (the "First Amendment to the Original Restated Cooperation Agreement");

WHEREAS, the Town and the Authority entered into the Second Amendment to Amended and Restated Cooperation Agreement on September 8, 2020 (the "Second Amendment to the Original Restated Cooperation Agreement");

WHEREAS, the Town and the Authority entered into the Second Amended and Restated Cooperation Agreement, dated June 5, 2023 (the "Second Amended and Restated Cooperation Agreement"), to memorialize all updated aspects of the relationship between the Town and the Authority;

WHEREAS, the Town and the Authority now desire to enter into this First Amendment to the Second Amended and Restated Cooperation Agreement to reflect an updated list of Capital Projects to be funded by the Authority, and to change the term "Redevelopment Coordinator" to "Business Development Liaison"; and

WHEREAS, the Act, and Section 18 Article XIV of the Colorado Constitution authorize the Town and the Authority to enter into cooperative agreements such as this Cooperation Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the following terms and conditions, the Town and the Authority hereby agree to this Amended and Restated Cooperation Agreement as follows:

1. Section 1.0, subsection A. of the Second Amended and Restated Cooperation Agreement is amended to read as follows:

1.0 USE OF TOWN EMPLOYEES/ADMINISTRATIVE SERVICES.

A. Use of Town Employees. The Town hereby authorizes the Authority to utilize the services of certain specified Town employees to assist the Authority in work related to urban renewal projects in the Town. Effective as of December 23, 2023, the Town hereby assigns the following positions to perform such services for the percentage of their time specified below as follows:

1. The Authority Executive Director: The Town Manager shall perform the function of Executive Director, and the Authority shall pay twenty-five percent (25%) of the total cost of the Town Manager's salary and benefits for performing such functions;

2. The Authority Director: The Parker Authority for Reinvestment/Economic Development Director shall perform the function of Authority Director, and the Authority shall pay fifty percent (50%) of the total cost of the salary and benefits for performing such functions; and

3. The Authority Business Development Liaison: The Authority shall pay one hundred percent (100%) of the total cost of the salary and benefits for performing such functions.

2. Section 3.0 of the Second Amended and Restated Cooperation Agreement is amended to read as follows:

3.0 CAPITAL PROJECTS WITHIN AN URBAN RENEWAL PROJECT AREA.

The Town and the Authority desire to continue to have the Authority fund or otherwise provide the Capital Projects more particularly described in **Exhibit A, as attached to the Second Amended and Restated Cooperation Agreement and other Capital Projects as the Town and the Authority agree to fund from time to time ~~as revised~~**, pursuant to C.R.S. § 31-25-103(10)(c), and C.R.S. § 31-25-105(1)(c), and seek to utilize the process set forth in this Agreement.

The Town and the Authority therefore agree the provisions of this Agreement shall continue to apply if the Authority approves the funding for the providing of any of the Capital Projects identified in **Exhibit A, ~~as revised~~**.

The Parties agree that the Authority shall provide the necessary funds for any Capital Project identified on **Exhibit A, ~~as revised~~**, including **the funding for** necessary soft costs, and said funds shall thereafter be appropriated by the Town for such Capital Projects as more particularly described in the contracts of the Town approving any of the identified Capital Projects. The Town shall use the Town procurement processes and Town employees in order to contract for the completion of the Capital Projects with the segregated funds as set forth herein. The Authority shall have no obligation after providing the funds to the Town to be segregated hereunder for construction of the Capital Projects.

3. Entire Agreement — Amendments. This First Amendment to Second Amended and Restated Cooperation Agreement and the Second Amended and Restated Cooperation Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained within this First Amendment to Second Amended and Restated Cooperation Agreement and the Second Amended and Restated Cooperation Agreement. This Agreement may be further amended by written agreement between the Town and the Authority.

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

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Second Amended and Restated Cooperation Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

**TOWN OF PARKER, COLORADO**

By: \_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jamie Wynn, Town Attorney

**PARKER AUTHORITY FOR REINVESTMENT**

By: \_\_\_\_\_  
Jeff Toborg, Chairman

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Authority Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, Authority Attorney



## Request for Authority Board Action

**Date:** September 3, 2024

**Submitted By:** Weldy Feazell, Director

**Reviewed By:** Michelle Kivela, Executive Director

**Title:** **RESOLUTION NO. 2024-04**  
**A Resolution to Approve the Assignment and Assumption Agreement (Roth Lange Engineering Group Agreement) between the Town of Parker, Colorado, and the Parker Authority for Reinvestment**

### **EXECUTIVE SUMMARY**

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The Roth Lang Engineering Group Agreement covers engineering design services for the Beckett Drive CIP project. The funds for this project have been transferred from PAR to the Town. The Assignment and Assumption Agreement will transfer the contract to the Town for the remaining payments.

### **STAFF RECOMMENDATION**

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Approve

### **BACKGROUND/DISCUSSION**

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The PAR capital improvement project for improvements to Beckett Drive was initiated in 2023. Following the 2024 budget approval, the engineering design services contract was entered into with PAR in January 2024. As the project progressed, the funding for the project was transferred from PAR to the Town. With the transfer of funding, the existing agreement must also be assigned to the Town. The amount remaining on the contract is roughly \$50,000.

### **FINANCIAL IMPACT**

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None. The budget for 2024 has been transferred to the Town from PAR for this project.

### **ATTACHMENTS**

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1. Resolution No. 2024-04

### **RECOMMENDED MOTION**

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I move to approve Resolution No. 2024-04.



**PAR RESOLUTION NO. 2024-04**

**TITLE: A RESOLUTION APPROVING THE ASSIGNMENT AND ASSUMPTION AGREEMENT (ROTH LANG ENGINEERING GROUP AGREEMENT) BETWEEN THE TOWN OF PARKER, COLORADO, AND THE PARKER AUTHORITY FOR REINVESTMENT**

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Parker Authority for Reinvestment that:

Section 1. The Assignment and Assumption Agreement (Roth Lang Engineering Agreement) between the Town of Parker, Colorado, and the Parker Authority for Reinvestment (the "Authority"), attached hereto as **Exhibit A**, is hereby approved, and the Chairman of the Authority is authorized to execute the same on behalf of the Authority.

INTRODUCED, READ, AND ADOPTED by a vote of \_\_\_ for and \_\_\_ against at a regular meeting of the Board of Commissioners of the Parker Authority for Reinvestment on September 3, 2024, at \_\_\_\_\_ p. m., at Parker Town Hall, Parker, Colorado.

\_\_\_\_\_  
Jeff Toborg, Chair

ATTEST:

By: \_\_\_\_\_  
Chris Vanderpool, Clerk

**Exhibit A**

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
(Roth Lang Engineering Group Agreement)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and among the Town of Parker (the "Town"), a home rule municipal corporation (the "Town"), and the Parker Authority for Reinvestment (the "Authority"), a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado.

**WITNESSETH:**

WHEREAS, the Authority entered into that certain professional services agreement with Roth Lang Engineering Group on January 3, 2024, to provide certain design services for Becket Drive improvements (the "Agreement"); and

WHEREAS, the Authority desires to assign to the Town and the Town desires to accept and assume from the Authority all of the Authority's rights and obligations under the Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Authority hereby assigns, conveys and transfers to the Town, and the Town hereby takes and accepts from the Authority, all of the Authority's rights, title and interest in, to and under the Agreement.

2. Assumption. The Town hereby assumes all of the obligations of the Authority under the Agreement, and agrees to be bound by, all of the terms and conditions of the Agreement.

3. Cooperation. The Authority and the Town agree to take all actions and execute all documents necessary to effectuate the intent of this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement on the date set forth hereinabove.

**TOWN OF PARKER, COLORADO**

By: \_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jamie Wynn, Town Attorney

**PARKER AUTHORITY FOR  
REINVESTMENT**

By: \_\_\_\_\_  
Jeff Toborg, Chairman

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Authority Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, Authority Attorney