TOWN OF PARKER COUNCIL AGENDA
April 21, 2025

Notes:
Town Council meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Councilmembers eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the part of Council.

Ordinances listed for first reading are being approved to introduce them. Public comment will be held upon second reading.

Public comment for items that are not on the agenda may be made in person or electronically at http://parkerCO.gov/CouncilPublicComment. For those unable to provide comments in person or electronically through the website, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments submitted electronically through the website that are received by 5:00 p.m. on the day of the regular or special Town Council meeting will be provided to the Town Council and will be included with the approved minutes of the Town Council meeting.

Public Viewing Only - YouTube: Town Council meetings may be viewed live on YouTube at www.youtube.com/townofparkerco.

PLEASE NOTE: Public participation is NOT available through YouTube.

1. TOWN COUNCIL MEETING SCHEDULE

A. 5:00 P.M. – Call to Order Town Council Meeting and Roll Call

B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)

C. Council Updates/Work Session - Immediately following Executive Session, if time allows.

D. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.

2. SPECIAL PRESENTATIONS

- **PROCLAMATION - National Donate Life Month - *Cheryl Talley***

3. PUBLIC COMMENTS (No action will be taken on these items.)

Public Comment is an opportunity for Town residents and other interested individuals to speak about items that are NOT on the agenda. This comment period is limited to 30 minutes total time, with each individual allowed a maximum of 3 minutes to speak. You must sign up ahead of time in order to comment, and that sign up begins 30 minutes before the start of the meeting. The Council will accommodate as many speakers as possible during this time—with preference to Town residents—but if public comment extends beyond the allotted 30 minutes, Town Council will continue the comment period at the end of the meeting, prior to adjourning for those who signed up before the meeting. As any matters raised by individuals during public comment are not on the agenda and other potentially interested parties would not, therefore, be aware of the discussion of these matters, the Town Council will not engage in dialogue regarding any items raised during public comment.

4. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

5. CONSENT AGENDA

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

A. APPROVAL OF MINUTES - April 7, 2025

B. ORDINANCE NO. 9.264.2 - First Reading
A Bill for an Ordinance Approving the First Amendment to Intergovernmental Agreement Between the Town of Parker, Colorado, and Anthology West Metropolitan District Nos. 2, 3, and 4, and Second Amendment to Intergovernmental Agreement Between the Town of Parker, Colorado, and Anthology West Metropolitan District Nos. 5 and 6
Department: Town Attorney, Jamie Wynn
Second Reading: May 5, 2025

C. ORDINANCE NO. 1.644 - First Reading
A Bill for an Ordinance Zealously Asserting the Town of Parker's Home Rule Authority to Regulate Accessory Dwelling Units, which Authority Supersedes and Preempts House Bill 24-1152
Department: Town Attorney, Jim Maloney
Second Reading: May 5, 2025

D. ORDINANCE NO. 1.645 - First Reading
A Bill for an Ordinance Zealously Asserting the Town of Parker's Home Rule Authority to Determine Residential Occupancy Limits for Single Dwellings Constructed in the Town, which Authority Supersedes and Preempts House Bill 24-1007
Department: Town Attorney, Jim Maloney
Second Reading: May 5, 2025

E. ORDINANCE NO. 9.386 - First Reading
A Bill for an Ordinance to Approve the Trust Agreement for Colorado Peace Officers Benefit Trust Concerning Cardiac Screenings and Other Recommended Testing
Department: Police Department, Jim Prior
Second Reading: May 5, 2025

F. ORDINANCE NO. 9.299.2 - First Reading
A Bill for An Ordinance to Approve the Addendum to the First Amended and Restated Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resource Officers (SROs)
Department: Police, Jim Tsurapas
Second Reading: May 5, 2024

G. RESOLUTION NO. 25-025
A Resolution to Allow a Partial Waiver of Sections 13.09.020(e), 13.09.040(d), 13.09.040(e), and Table 13.09.B., of the Parker Municipal Code for Certain Businesses for Parker Days
Department: Community Development, Bryce Matthews

H. RESOLUTION NO. 25-026

A Resolution Calling a Special Town Election on November 4, 2025, to Amend Certain Sections of the Town of Parker Home Rule Charter

Department: Town Council

I. RESOLUTION NO. 25-027

A Resolution Stating the Town's Intent to Participate in the Douglas County Coordinated Election on November 4, 2025

Department: Town Council

J. RESOLUTION NO. 25-028

A Resolution to Withdraw Approval of the TK Elevator Corporation Agreement for Goods and Services Regarding the Modernization of the Recreation Center Elevators

Department: Town Attorney, Jamie Wynn

K. CONTRACTS OVER $100,000

1. *2025 Townwide Resurfacing Program (CIP 25-004)*
   Amount: $4,015,520.00
   Contractor: Brannan Sand and Gravel Company, LLC
   Department: Engineering and Public Works, John Mounier

2. *2025 Townwide Preservation Program (CIP 25-005)*
   Amount: $ 1,756,729.52
   Contractor: Vance Brothers, Inc.
   Department: Engineering and Public Works, John Mounier

3. *Looking Glass Subdivision Bridges Settlement (CIP25-012)*
   Amount: $138,320
   Contractor: Concrete Stabilization Technologies
   Department: Engineering and Public Works, Chris Hudson

4. *2025 Townwide Concrete Replacement Program (CIP 25-006)*
   Amount: $ 2,651,122.50
   Contractor: Norra Concrete Construction Corporation
   Department: Engineering and Public Works, John Mounier

5. *2026 Winter Musical - Shrek*
   Amount: $140,000 with total walkout potential of $150,000
   Contractor: Sasquatch Productions, Ltd.
   Department: Cultural, Britni Minichino-Sikora

6. 2025 Development Inspection Services

Amount: $138,184.00

Contractor: Alfred Benesch & Company

Department: Engineering and Public Works, Alex Mestdagh

6. TOWN MANAGER

- **Spring 2025 Town Manager's Report**

7. ORDINANCES

A. ORDINANCE NO. 9.385 - Second Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the State of Colorado for the use and benefit of the Colorado Department of Transportation and the Town of Parker Regarding Maintenance and Operation Responsibilities Associated with the Parker Road Multiuse Path Pine Drive to Stroh Road Project CDOT Project Number CRP M039-010 (Subaccount #: 25906) and Town of Parker Project CIP23-042

Department: Engineering and Public Works, Patrick Burke

B. ORDINANCE NO. 3.372.3 - Second Reading
A Bill for an Ordinance to Amend Subsection 13.05.030(e) of the Parker Municipal Code Concerning Car Washes

Department: Community Development, Bryce Matthews

8. PUBLIC COMMENTS CONTINUED IF NECESSARY

9. ADJOURNMENT

Parker Town Council

Executive Session Agenda

April 21, 2025

"To hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b)."

1. Colorado Revised Statute Section 29-20-104(1)(g) concerning the process to approve and locate car washes in the Town

"To hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b)" and "To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)."

2. Chapter 10.11 of the Parker Municipal Code concerning the authority of special districts to issue debt and proposed amendments to the Hess Ranch Metropolitan Districts 5-8 Intergovernmental Agreements

PARKER COLORADO

Your kind of place.

National Donate Life Month
Proclamation

WHEREAS, this April 2025 is 22nd National Donate Life Month to raise awareness of organ, eye, and tissue donation, encourage Americans to register as donors and honor those who have saved and healed lives through the gift of donation; and

WHEREAS, Colorado has led the nation with more than two-thirds of Coloradans registering to be an organ, eye and tissue donors at the DMV—a decision that reflects deep commitment to one another and confirms that there is good inside all of us; and

WHEREAS, one donor can save up to 8 lives through organ donation and save and heal more than 75 lives through tissue donation, and can help restore sight in up to 2 people through cornea transplants; and

WHEREAS, in Colorado and most of Wyoming in 2024, a record 311 heroic organ donors provided 947 lifesaving transplants, and 1,860 heroic tissue donors saved and healed nearly 144,000 with tissue grafts; and

WHEREAS, registering gives hope back to the more than 1,300 people waiting for a lifesaving organ transplant in Colorado while compassionately celebrating donors and their families for the gift of life.

WHEREAS, organ, eye and tissue donation would not be possible without our community and partners coming together for one united purpose. Saying "Yes" to be an organ, eye and tissue donor, you're not just checking a box—you're saving and healing lives.

NOW, THEREFORE, I, Joshua Rivero, the Mayor of the Town of Parker, Colorado do hereby proclaim the month of April 2025 as

National Donate Life Month

in the town of Parker, Colorado, and encourage all residents to consider giving life through organ, eye, and tissue donation and to sign up on Colorado's organ and tissue donor registry by visiting www.donatelifecolorado.org or when renewing their driver license or state identification card.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Parker, Colorado, to be affixed this 21st day of April 2025.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

TOWN OF PARKER COUNCIL
MINUTES
APRIL 7, 2025

Mayor Joshua Rivero called the meeting to order at 5:02 p.m. All Councilmembers were present.

Councilmember Brandi Wilks was previously conflicted on the Tax and Fee Assistance Program Agreement item which will come before the Town Council tonight. Mayor Rivero disclosed that he is a tenant in a building owned by Tony Mango, who is also the owner of the Parker Mainstreet Exchange Building, which is the same item, and felt this was a potential conflict of interest for him. After discussion by the Council, it was determined that a conflict of interest did exist.

John Diak moved and Erik Frandsen seconded to declare that Mayor Joshua Rivero has a conflict of interest on the Tax and Fee Assistance Program Agreement item.

The motion carried unanimously.

Town Attorney Jamie Wynn announced that there were two topics for discussion in the Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b). The first topic was an American Academy litigation update regarding recent mediation outcome and next steps. The second topic was a Douglas County Home Rule discussion regarding process, Charter Commission, legal authority of Home Rule counties, and potential Town impacts.

EXECUTIVE SESSION
Brandi Wilks moved and Erik Frandsen seconded to enter into executive session at 5:07 p.m.

The motion carried unanimously.

Brandi Wilks moved and Erik Frandsen seconded to come out of executive Session at 6:29 p.m.

The motion carried unanimously.

COUNCIL UPDATES/WORK SESSION
The following items were discussed during the Work Session:

- The Faith Council is hosting a talk by Mayor Rivero, and it has been posted to Facebook.
- There will be numerous students from Chaparral High School at tonight's meeting.
- South Metro Fire Rescue is having an election in May.
- Water District elections.
- State of the City for Centennial.
- School District State of the District.
- Metro Mayors' meeting recap.
- Dinner with Douglas County.

John Diak moved and Brandi Wilks seconded to recess the regular meeting until 7:00 p.m.
The motion was approved unanimously.

REGULAR SESSION
Mayor Rivero reconvened the meeting at 7:00 p.m.

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

PUBLIC COMMENTS
None.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL
Each Councilmember reported on meetings and activities they had attended since the last Town Council meeting.

CONSENT AGENDA

A. *APPROVAL OF MINUTES - March 24, 2025*

B. *ORDINANCE NO. 3.372.3 - First Reading*
A Bill for an Ordinance to Amend Subsection 13.05.030(e) of the Parker Municipal Code Concerning Car Washes
Department: Community Development, Bryce Matthews
Second Reading: April 21, 2025

C. *ORDINANCE NO. 9.385 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the State of Colorado for the use and benefit of the Colorado Department of Transportation and the Town of Parker Regarding Maintenance and Operation Responsibilities Associated with the Parker Road Multiuse Path Pine Drive to Stroh Road Project CDOT Project Number CRP M039-010 (Subaccount #: 25906) and Town of Parker Project CIP23-042
Department: Engineering and Public Works, Patrick Burke
Second Reading: April 21, 2025

D. *RESOLUTION NO. 25-018*
A Resolution Assigning and Transferring to Douglas County Housing Partnership All of the Town of Parker's 2025 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith
Department: Community Development, Bryce Matthews

E. *RESOLUTION NO. 25-019*
A Resolution to Determine, Upon Recommendation of the Town Manager, that the Public Interest Will Be Served By a Single Source Contract Concerning the Townwide Bridge Approach Slab Settlement Injection Lifting Project
Department: Engineering and Public Works, Chris Hudson

F. *RESOLUTION NO. 25-020*
A Resolution Accepting the Conveyance of a Drainage Easement from KPL Development LLC, for a Portion of Lot 2, Robinson Ranch Filing No. 2, 1st Amendment
Department: Engineering and Public Works, Charles Kudlauskas

G. *RESOLUTION NO. 25-021*
A Resolution Accepting the Conveyance of a Drainage Easement from C2E Building Corporation for Cherrywood Commercial F1 AMD 1 L2A – C2E Charter School
Department: Engineering and Public Works, Charles Kudlauskas

H. RESOLUTION NO. 25-024
A Resolution Repealing Resolution No. 97-003 and Resolution No. 01-011, and Delegating the Establishment of the Relevant Neighborhood for Liquor License Applications to the Town of Parker Special Licensing Authority
Department: Town Clerk, Chris Vanderpool

I. BECKET DRIVE EXEMPTION PLAT
Department: Town Attorney, Jim Maloney

1. *RESOLUTION NO. 25-022*
   A Resolution to Exempt Certain Real Property Commonly Known as the Becket Drive/Brompton Way Property from the Definition of Subdivision and Subdivided Land as Contained in the Town of Parker Land Development Ordinance

2. *RESOLUTION NO. 25-023*
   A Resolution to Allow a Waiver of Section 13.08.090 of the Parker Municipal Code for the Site Plan for Parker Meadows

J. CONTRACTS OVER $100,000

1. *Pine Drive and Summerset Lane Traffic Signal (CIP24-033)*
   Amount: $214,789.00
   Contractor: Adiona Transportation Solutions, LLC
   Department: Engineering and Public Works, Patrick Burke

2. *2025 Townwide Pavement Markings Long Line Project (CIP 25-008)*
   Amount: $302,242.50
   Contractor: Kolbe Striping
   Department: Engineering and Public Works, Eli Vidales

3. *2025 Townwide Pavement Markings Crosswalks & Symbols (CIP 25-009)*
   Amount: $202,296.44
   Contractor: Colorado Barricade
   Department: Engineering and Public Works, Eli Vidales

4. *Jordan Road Widening - CORE Electric Relocation*
   Amount: $174,952 + $9,403 = $184,355
   Contractor: CORE Electric Cooperative
   Department: Engineering and Public Works, Patrick Burke

5. *Lincoln Avenue/Pine Drive Intersection Improvements (CIP 25-018) Preliminary Engineering*
   Amount: $121,165
   Contractor: Wilson & Company
   Department: Engineering and Public Works, Tom Gill

6. *Stroh Road Widening Project (CIP23-033) Construction Administrative Services*
   Amount: $148,103.53
   Contractor: RMS Inc.
   Department: Engineering and Public Works, Nathan Klass

7. *Trade Contractor Agreement for the Roof Top Unit Replacement at the Fieldhouse*
   Amount: $265,125
   Contractor: Daikin Applied Americas, Inc.
   Department: Engineering and Public Works, Jim Gilbert

8. *Traffic Signal Controller Replacement Project (24-020)*
   Amount: $341,400
   Contractor: Econolite Control Products, Inc.
   Department: Engineering and Public Works, Eil Vidales

Brandi Wilks moved and Todd Hendreks seconded to approve Consent Agenda Items 4A through 4J.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

RESOLUTIONS
RESOLUTION NO. 25-014
A Resolution to Appoint One Regular Member to Fill a Vacancy on the Parker Parks, Recreation and Open Space Advisory Commission and to Appoint a Chair
Department: Parks, Recreation and Open Space, Mary Colton

Parks, Recreation, and Open Space (PROS) Commissioner and Chair, Heather Bennett, resigned prior to the end of her term, which was set to expire in December. After conducting interviews for the vacant position, Heather Crosby was unanimously recommended for approval by the Town Council to serve the remainder of the term on the PROS Commission. Matthew Lunn was recommended to serve as Chair. Passage of this resolution authorized these appointments.

Public Comments: None.

Anne Barrington moved and Erik Frandsen seconded to approve Resolution 25-014 as part of the regular agenda.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

PUBLIC HEARINGS
TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR PARKER MAINSTREET EXCHANGE
Department: Economic Development, Weldy Feazell

Mayor Rivero and Councilmember Wilks exited the Council Chambers at 7:17 p.m. and Mayor Pro Tem Diak led the meeting.

Mayor Pro Tem Diak read the following statement into the record:

> "At the opening of tonight's Town Council meeting, on April 7, 2025, Mayor Joshua Rivero disclosed that he was a business tenant in a building that is owned and managed by 20 Mile Central, LLP, a business that has owners in common to the individuals who own the Parker Mainstreet Exchange building. Based on Mayor Rivero's disclosure, the Town Council determined that a conflict of interest existed, and Mayor Rivero is disqualified from participating in any manner before the Town Council concerning the Tax and Fee Assistance Program item on tonight's agenda related to the Parker Mainstreet Exchange building.
>
> Additionally, at the opening of the January 21, 2025, Town Council meeting, Councilmember Brandi Wilks disclosed that she officed in the building that was the subject of an Executive Session discussion item that evening, which was related to the Tax and Fee Assistance Program application for the Parker Mainstreet Exchange building. Based on Councilmember Wilks' disclosure, the Town Council determined that a conflict of interest existed, and Councilmember Wilks is disqualified from participating in any manner before the Town Council concerning the Tax and Fee Assistance Program application and potential agreements related to the Parker Mainstreet Exchange building. Mayor Rivero was unable to attend the January 21, 2025 meeting, and tonight's meeting is the first time this item has come before him on any agenda.
>
> The Public Hearing on tonight's Town Council Meeting Agenda titled "Tax and Fee Assistance Program Agreement for Parker Mainstreet Exchange" is within the scope of the disqualification. As a result, Mayor Rivero and Councilmember Wilks will not be participating in this Town Council Meeting item and will leave Council Chambers for this item."

Mayor Pro Tem Diak opened the Public Hearing at 7:18 p.m.

Parker Mainstreet Exchange LLC has applied with the Town to participate in the Tax and Fee Assistance Program (TAP), pursuant to Parker Municipal Code 4.02, for modifications and expansion of the Exchange Building located at 19590 E Mainstreet. The TAP agreement outlines reimbursement of sales tax generated by the new retail and restaurant spaces in the building. 50% of the sales tax generated over 10 years will be reimbursed, up to a maximum of $600,000. Reimbursements will be made quarterly, based on the sales tax collected by the Town during each quarter.

Applicant, Tony Mango, made a brief presentation and answered questions of the Town Council.

Public Comments: None.

Mayor Pro Tem Diak closed the Public Hearing at 7:37 p.m.

Anne Barrington moved and Laura Hefta seconded to approve the Tax and Fee Assistance Program Agreement for Parker Mainstreet Exchange, as part of the regular agenda.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

ORDINANCES

A. **ORDINANCE NO. 5.28.26 - Second Reading (*Correct number is 5.28.36*)**
   A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code Regarding Local Festival Permits and Required Warning Signage
   Department: Town Clerk, Chris Vanderpool

Mayor Rivero and Councilmember Wilks returned to the meeting at 7:44 p.m. Mayor Pro Tem Diak returned control of the meeting to Mayor Rivero.

Passage of this ordinance approved changes to sections 5.02.840-Local festival permit required and 5.02.955-Warning sign required of the Parker Municipal Code to align with a recent change to state statutes and to provide clarity on required signage.

Public Comments: None.

Todd Hendreks moved and Anne Barrington seconded to approve Ordinance No. 5.28.26 on second reading.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

B. **ORDINANCE NO. 9.247.1 - Second Reading**
   A Bill for an Ordinance Approving the Amended and Restated Intergovernmental Agreement Between the Board of County Commissioners of the County of Douglas, Douglas County School District RE-1, Douglas County Libraries, the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, and Highlands Ranch Metro District, Concerning the Continued Implementation and Funding of the Douglas County Youth Initiative Program
   Department: Town Manager, Michelle Kivela

Passage of this ordinance approved the Amended and Restated Intergovernmental Agreement between Douglas County and numerous entities to provide support and funding for the Douglas County Youth Initiative.

Public Comments: None.

Anne Barrington moved and Erik Frandsen seconded to approve Ordinance No. 9.247.1 on second reading.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

CONTRACTS OVER $500,000

Stroh Road Widening Project (CIP23-033) - Construction Management, Inspection, & Material Testing

Amount: **$1,299,676**
Contractor: **Alfred Benesch & Company**
Department: **Engineering and Public Work, Nathan Klass**

This item approved a Professional Services Agreement with Alfred Benesch & Company for the Construction Management, Inspection, & Materials Testing services for the Stroh Road Widening Project in the amount of $1,299,676.

Public Comments: None.

Anne Barrington moved and Laura Hefta seconded to approve the staff recommendation, as a part of the regular agenda.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Mayor Rivero adjourned the meeting at 8:07 p.m.

______________________________ ______________________________

Susan L. Irvine, Deputy Town Clerk | Joshua Rivero, Mayor

Request for Town Council Action

Date: April 21, 2025

Submitted By: Jamie Wynn, Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.264.2 - First Reading**
A Bill for an Ordinance Approving the First Amendment to Intergovernmental Agreement Between the Town of Parker, Colorado, and Anthology West Metropolitan District Nos. 2, 3, and 4, and Second Amendment to Intergovernmental Agreement Between the Town of Parker, Colorado, and Anthology West Metropolitan District Nos. 5 and 6

Department: **Town Attorney, Jamie Wynn**
Second Reading: **May 5, 2025**

EXECUTIVE SUMMARY

The Town has received a request from the attorneys for Anthology West Metropolitan District No. 2 (“District 2”), Anthology West Metropolitan District No. 3 (“District 3”), Anthology West Metropolitan District No. 4 (“District 4”), Anthology West Metropolitan District No. 5 (“District 5”) and Anthology West Metropolitan District No. 6 (“District 6”), (collectively, the “Districts”) requesting Town Council approval of a restructuring plan that would allow for (1) the dissolution of Districts 3 and 6; (2) the termination of various intergovernmental agreements ("IGA") between the Districts regarding the pledge of revenue, operation and maintenance for the Districts, and the imposition of mill levy equalization payments; and (3) the approval of a First Amendment to the IGA between Districts 2, 3, 4, and the Town, as well as a Second Amendment to the IGA between Districts 5, 6, and the Town, which would provide for the transfer of a recreation center that is currently owned by District 3 to the to-be-formed Anthology West Community authority.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town has received a request from the attorneys for Anthology West Metropolitan District No. 2 (“District 2”), Anthology West Metropolitan District No. 3 (“District 3”), Anthology West Metropolitan District No. 4 (“District 4”), Anthology West Metropolitan District No. 5 (“District 5”) and Anthology West Metropolitan District No. 6 (“District 6”),(collectively, the “Districts”) requesting Town Council approval of a restructuring plan that would allow for (1) the dissolution of Districts 3 and 6; (2) the termination of various intergovernmental agreements ("IGA") between the Districts regarding the pledge of revenue, operation and maintenance for the Districts, and the imposition of mill levy equalization payments; and (3) the approval of a

First Amendment to the IGA between Districts 2, 3, 4, and the Town, as well as a Second Amendment to the IGA between Districts 5, 6, and the Town, which would provide for the transfer of a recreation center that is currently owned by District 3 to the to-be-formed Anthology West Community Authority.

The Districts have stated that the purpose of the restructuring is to allow the residents within the various Districts to have control of the recreation center and to eliminate unnecessary administrative levels and expenses. The members of the boards of directors of District 4 (one member) and District 5 have some form of resident homeowners board members. District 2 has residents but no homeowners have run to be a part of the board of directors. District 3 and District 6 have no residential development and the boards are controlled by non-resident homeowners. All three districts with residential developments have board elections in May 2025 and homeowner/residents are eligible to run for election.

The dissolution of Districts 3 and 6, with the creation of the Anthology West Community Authority, would allow for resident homeowners to have control over the recreation facilities in the Districts.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Ordinance No. 9.264.2

RECOMMENDED MOTION

I move to approve Ordinance No. 9.264.2 on first reading and to schedule second reading for May 5, 2025, as part of the consent agenda.

ORDINANCE NO. __9.264.2__, Series of 2025

TITLE: **A BILL FOR AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND ANTHOLOGY WEST METROPOLITAN DISTRICT NOS. 2, 3, AND 4, AND SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND ANTHOLOGY WEST METROPOLITAN DISTRICT NOS. 5 AND 6**

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

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Intergovernmental Agreement Between the Town of Parker, Colorado, and Anthology West Metropolitan District Nos. 2, 3, and 4, and Second Amendment to Intergovernmental Agreement Between the Town of Parker, Colorado, and Anthology West Metropolitan District Nos. 5 and 6, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2025.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2025.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Jamie Wynn, Town Attorney

EXHIBIT 1

TOWN OF PARKER
FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF PARKER, COLORADO AND
ANTHOLOGY WEST METROPOLITAN DISTRICT NOS. 2, 3, AND 4
AND
SECOND AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF PARKER, COLORADO AND
ANTHOLOGY WEST METROPOLITAN DISTRICT NOS. 5 AND 6
(THE "AMENDMENT")

THIS AMENDMENT is made and entered into as of this _____ day of _________________, 2025, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the "Town"), and ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 2 (formerly known as Cherry Creek South Metropolitan District No. 2), ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 3 (formerly known as Cherry Creek South Metropolitan District No. 3), ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 4, ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 6, and ANTHOLOGY WEST METROPOLITAN DISTRICT NO. 6, each a quasi-municipal corporation and political subdivision of the State of Colorado (each a "District" and collectively the "Districts"). The Town and the Districts are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 2 and Cherry Creek South Metropolitan District No. 3 and Consolidated Service Plan for Cherry Creek South Metropolitan District No. 2, Cherry Creek South Metropolitan District No. 3, Anthology West Metropolitan District No. 4, Anthology West Metropolitan District No. 5 and Anthology West Metropolitan District No. 6, approved by the Town on April 4, 2016, as amended by a First Amendment to the Consolidated Service Plan for Anthology West Metropolitan District Nos. 5 and 6, approved by the Town on May 20, 2019, and as further amended in accordance with Resolution 22-065 of the Town Council of the Town of Parker, Colorado, dated November 21, 2022 (collectively, the "Service Plan"); and

WHEREAS, pursuant to the Service Plan, the Town and the Districts entered into that certain Intergovernmental Agreement, dated July 12, 2016, as amended by the First Amendment to Intergovernmental Agreement between the Town and Anthology West Metropolitan District Nos. 5 and 6, dated June 3, 2019 (collectively, the "IGA"); and

1372.4700: KVH7AUNZ4RHN-1066538944-169

WHEREAS, the Service Plan provides that the Districts shall not own fee title to any real property except as may be specifically provided for in the IGA, and that ongoing operational and maintenance activities may be allowed, but only as specifically provided for in the IGA; and

WHEREAS, the IGA acknowledges that Cherry Creek South Metropolitan District No. 3 (now known as Anthology West Metropolitan District No. 3) holds title to a recreation center on Lot 1, Block 1, Stroh Ranch Filing 17B, 2nd Amendment (the "Recreation Center"), and provides that such District has the authority to continue to own, operate and maintain the Recreation Center; and

WHEREAS, the Districts are currently restructuring the relationships between the Districts, and Anthology West Metropolitan District Nos. 2, 4, and 5 anticipate forming the Anthology West Community Authority (the "Authority") pursuant to § 29-1-203.5, C.R.S. for the purpose of owning, operating, and maintaining the Recreation Center on behalf of Anthology West community; and

WHEREAS, because of the formation of the Authority, it is necessary to amend the IGA as the same relates to ownership, operations and maintenance of the Recreation Center.

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

1. <u>Repeal and Restatement</u>. Paragraph 4 of the IGA is hereby repealed in its entirety and the following is substituted as Paragraph 4 of the IGA:

> 4. <u>Operations and Maintenance</u>. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plans for the property located within the Districts' boundaries, other rules and regulations of the Town, and applicable provisions of the Town Code.
>
> Notwithstanding the foregoing, it is acknowledged that Anthology West Metropolitan District No. 3 ("District No. 3") has held title to a recreation center on Lot 1, Block 1, Stroh Ranch Filing No. 17B, 2nd Amendment (the "Recreation Center"), and has been responsible for the operation and maintenance of the same. However, Anthology West Metropolitan District Nos. 2, 4, and 5 anticipate forming the Anthology West Community Authority (the "Authority") pursuant to § 29-1-203.5, C.R.S. for the purpose of owning, operating, and maintaining the Recreation Center on behalf of Anthology West community. Upon the formation of the Authority, the Authority shall have the authority to own, operate, and maintain the Recreation Center. Except as authorized in this paragraph in relation to the Authority, the Districts individually shall not own fee title to any real property. Further, except as authorized in relation to the Authority, the Districts individually shall not provide ongoing operations and maintenance services, and such activities may be allowed only as may be specifically

provided for in a separate written amendment to this Agreement. No additional mill levy is authorized for such operation and maintenance of the Recreation Center, and the Districts shall impose no mill levy other than the Residential Maximum Debt Mill Levy for all debt, operations and administrative obligations. Notwithstanding, the Districts and/or the Authority shall have the authority, as set forth in § 32-1-1001(1)(j), C.R.S., to fix and from time to time to increase or decrease fees, rates, tolls, penalties, or charges relative to the ownership, operation, and maintenance of the Recreation Center.

2. Prior Provisions Effective. Except as specifically amended hereby, all terms and provisions of the IGA shall remain in full force and effect.

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

[The rest of this page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement is executed by the Town and the Districts as of the date first above written.

TOWN OF PARKER, COLORADO

____
_________________________, Mayor

ATTEST:

____
____________________, Town Clerk

APPROVED AS TO FORM:

____
_________________, Town Attorney

[Signature page 1 of 3 to Second Amendment to Intergovernmental Agreement]

ANTHOLOGY WEST METROPOLITAN NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado

By: ________________________________
President

ATTEST:

____
Secretary

ANTHOLOGY WEST METROPOLITAN NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado

By: ________________________________
President

ATTEST:

____
Secretary

ANTHOLOGY WEST METROPOLITAN NO. 4, a quasi-municipal corporation and political subdivision of the State of Colorado

By: ________________________________
President

ATTEST:

____
Secretary

[Signature page 2 of 3 to Second Amendment to Intergovernmental Agreement]

ANTHOLOGY WEST METROPOLITAN NO. 5, a quasi-municipal corporation and political subdivision of the State of Colorado

By: ____________________________________
President

ATTEST:

____
Secretary

ANTHOLOGY WEST METROPOLITAN NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado

By: ____________________________________
President

ATTEST:

____
Secretary

[Signature page 3 of 3 to Second Amendment to Intergovernmental Agreement]

PARKER COLORADO

Request for Town Council Action

Date: April 21, 2025

Submitted By: Jim Maloney, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.644 - First Reading**
A Bill for an Ordinance Zealously Asserting the Town of Parker's Home Rule Authority to Regulate Accessory Dwelling Units, which Authority Supersedes and Preempts House Bill 24-1152

Department: **Town Attorney, Jim Maloney**

Second Reading: **May 5, 2025**

EXECUTIVE SUMMARY

House Bill 24-1152 (the "ADU Bill") requires municipalities, including home rule municipalities, to administratively permit one (1) accessory dwelling unit ("ADU") for every single-family dwelling located in every zoning district that allows single-family dwellings. The Parker Land Development Ordinance prohibits accessory dwelling units in the Town because of the physical limits on the Town and other local governments, such as water and sewer districts, the school district, and fire districts, to provide essential public services to ADUs beyond the services provided to the approximately 16,000 single-family homes currently located in the Town and approximately 8,000 single-family homes that will be constructed in the future in the Town. The Town Council zealously asserts that the Town exercised its home rule authority to prohibit ADUs in the Town as provided by the Parker Land Development Ordinance, which supersedes and preempts the ADU Bill.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Colorado General Assembly passed the ADU Bill in the 2024 legislative session, which is in direct conflict with the Parker Land Development Ordinance, which prohibits ADUs. The ADU Bill defines an "*accessory dwelling unit*" as an internal, attached, or detached dwelling unit that: (1) provides complete independent living facilities for one or more individuals; (2) is located on the same lot as a proposed or existing primary residence; and (3) includes facilities for living, sleeping, eating and cooking.

The ADU Bill limits the Town's ability to review an application for an ADU to an "administrative approval process," which means that an application for an accessory dwelling unit must be approved, approved with conditions, or denied by the Town's staff, based solely on the application's compliance with objective standards adopted by the Town. It is important to note that the Town cannot require a public hearing, and administrative staff cannot elevate an application for a public hearing before the Planning Commission or Town Council.

The ADU Bill requires the Town to adopt "objective standards" that allow for administrative approval. The ADU Bill specifically provides that the "objective standards" **cannot** include a determination that the application is: (1) "consistent with master plans, or other development plan;" (2) "compatible with the land use or development of the area surrounding the area described in the application;" or (3) "consistent with the public welfare, community character, or neighborhood character."

The Town cannot require the construction of a new off-street parking space in connection with the construction or conversion of an ADU, except for the limited exceptions that are discussed below. The Town can require that a parking space be designated for the accessory dwelling unit if there is an existing driveway, garage or similar existing parking. The Town can also require one new off-street parking space if: (1) there is no existing driveway, garage or similar existing parking; (2) the Town, as of January 1, 2024, required one or more parking spaces for the primary dwelling unit; and (3) the ADU unit would be located on a block where on-street parking is prohibited.

The Town cannot require an ADU, or any other dwelling unit on the same lot as an ADU to be owner-occupied. The Town can require a property owner to demonstrate that the property owner resides on the parcel when the application is submitted. However, the Town cannot prohibit the property owner from renting or selling the primary residence after the application is approved. Moreover, this limited "exception" does not apply to an ADU that is being constructed simultaneously with a new primary dwelling unit.

The Town cannot require an architectural style, building material, or landscaping, that is more restrictive for an accessory dwelling unit than for a single unit detached dwelling in the same zone district. The Town is required to permit ADUs between five hundred and seven hundred fifty square feet. The Town cannot: (1) require side setbacks for an ADU that are larger than the side setbacks required for a primary dwelling unit in the same zone district; or (2) require a rear setback for an ADU that is larger than the greater of: (a) the rear setback required for other accessory building types in the same zoning district; or (b) five feet. The Town cannot require a more restrictive minimum lot size standard for an ADU than a single unit detached dwelling in the same zoning district.

The legislative declaration contained in the ADU Bill provides that the statewide concern addressed by the Bill is affordable housing, including housing for intergenerational living arrangements. Although the Town, as a local zoning matter, does not permit ADUs, the Town as a matter of local concern does permit "secondary family space," which means: "[a] secondary dwelling unit located in the basement of a single-family detached dwelling, whose occupants and the occupants of the principal dwelling unit live together as a single-household unit and which is neither rented nor locked off from the principal dwelling unit". The Town's establishment of secondary family space also provides housing for intergenerational living arrangements but not as an accessory dwelling unit.

The primary reason supporting the Town's position is that the Parker Land Development Ordinance supersedes and preempts the ADU Bill is based on physical ability of the Town, Parker Water and Sanitation District, the Fire District, the School District, and other public service entities, to provide essential services in response to the increase in residential density caused by the ADU Bill. In this regard, the attached ordinance provides that the General Assembly's one-size-fits-all Declaration:

(1) **fails** to demonstrate the need for statewide uniformity of ADU zoning regulations (in other words, there is no credible declaration in the ADU Bill that eliminating home rule control over zoning will increase the supply of housing, or make such housing more affordable);

(2) **fails** to demonstrate that home rule municipalities are not providing adequate housing, which is causing an extraterritorial impact;

(3) **ignores** that zoning is traditionally governed by home rule municipalities, including the type and number of accessory uses that are permitted within a zoning district, which includes ADUs or local substitutes for ADUs; and

(4) **ignores** that the Colorado Constitution and 100 years of case law specifically hold that zoning is a matter of local concern for home rule municipalities, such as the Town of Parker.

The attached ordinance also provides that the ADU Bill impairs contracts that the Town entered into for the purpose of linking residential density to the ability of the Town and other public entities to serve the density approved by contract. In this regard, the U.S. Constitution provides that "no state … shall … pass any … law impairing the obligation of contract." The State of Colorado has a similar constitutional clause which provides that "[n]o … law impairing the obligation of contracts … shall be passed by the general assembly."

The contracts that are impaired by the ADU Bill include: the 1990 Water Agreement between the Town and the Parker Water and Sanitation District; the annexation agreements between the Town, property owners and the District; and the inclusion agreements between property owners and the District, which agreements establish, as a matter of local concern, the residential density that can be supported by the Town, Water District, School District, Fire District, and other public service providers, that provide essential infrastructure and services including water, sewage disposal, transportation, including, roads, bridges and sidewalks, schools, parks and trails, fire protection and related emergency services, regional drainage facilities, and other essential public services.

The attached ordinance further provides that each parcel of land that was annexed and zoned as a planned development was limited to a specific density, by the zoning ordinance, the annexation agreement, and the inclusion agreement. In this regard, the Town and other service providers sized and constructed essential infrastructure based on this approved residential density for water (including water rights, pipelines, water treatment and storage facilities), sewage treatment and disposal, transportation, including roads, bridges and sidewalks, schools, parks and trails, fire protection and related emergency services, regional drainage facilities, and other essential public infrastructure. The Town and other service providers require the payment of fees, taxes and land dedications by developers based on the density that was approved by contract. The initial construction of public improvements by developers was sized based upon the residential density approved by contract. The infrastructure that was constructed can support the approved residential density, but not the significant increase in residential density created by the ADU Bill.

The reasons supporting the Town's prohibition of ADUs, as contained in the Parker Land Development Ordinance, can be summarized as follows:

1. The Town's local legislative decision as a home rule municipality to prohibit ADUs was a zoning decision, which is a matter of purely local concern.

2. The ADU Bill violates the Colorado and U.S. Constitutions, which provide that no state shall pass any law impairing the obligation of contract.

3. The Town provides an adequate supply of housing and currently has an inventory of approved density for a variety of housing that the Town and other public service providers can serve (inventory of approximately 8000 single-family, 1000 multifamily and vacancy rate of 6.7%).

4. The Town established "secondary family space" by ordinance, which essentially functions like an ADU by allowing aging seniors and adult children to remain in a single-family home with a separate living and cooking area, without materially impacting essential public services or necessitating additional parking.

5. The Town's local legislative decision to prohibit ADUs in the Town is based on the physical limitations of the Town, Water District, school district, fire district, and other public service providers to provide essential services to ADUs beyond the services provided to current and future residents based on contractually approved residential densities.

6. It is impossible for the Town to comply with the ADU Bill, because of the severe impacts in providing essential public services for up to 24,000 ADUs.

7. It is impossible for the Town to comply with the ADU Bill, because the restrictions on providing new parking to support ADUs will severely impact the availability of parking in single-family neighborhoods, particularly in the absence of any transit facilities and services in these neighborhoods to reduce the demand for parking.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 1.644

RECOMMENDED MOTION

I move to approve Ordinance No. 1.644 on first reading and to schedule second reading for May 5, 2025, as part of the consent agenda.

ORDINANCE NO. 1.644, Series of 2025

TITLE: A BILL FOR AN ORDINANCE ZEALOUSLY ASSERTING THE TOWN OF PARKER'S HOME RULE AUTHORITY TO REGULATE ACCESSORY DWELLING UNITS, WHICH AUTHORITY SUPERSEDES AND PREEMPTS HOUSE BILL 24-1152

WHEREAS, House Bill 24-1152, new legislation signed by the Governor of the State of Colorado on May 13, 2024, which goes into effect on June 30, 2025, purports to regulate the establishment of and procedure for accessory dwelling units ("ADUs") in the Town of Parker and other municipalities with a population of 1,000 or more that are within a metropolitan planning area, which includes approximately 54 municipalities located on the front range and the portion of a county that has a population of 40,000 or more and is located within a metropolitan planning organization.

WHEREAS, House Bill 24-1152 include substantive and procedural standards that purport to require the Town to allow, through an "administrative approval process," one accessory dwelling unit for every single-family home in the Town of Parker, that is located in a zoning district legislatively approved by the Town Council that permits single-family homes.

WHEREAS, House Bill 24-1152 purports to prohibit planned developments that were legislatively approved by the Town Council from restricting accessory dwelling units in planning areas that permit single-family homes.

WHEREAS, the General Assembly declared that House Bill 24-1152 will "increase the [affordable] housing supply through the construction or conversion of accessory units," which is purportedly "a matter of mixed statewide and local concern" (the "Declaration").

WHEREAS, the Declaration acknowledges that the matter at issue is the zoning regulation of an accessory use of individual properties (i.e., one that is incidental to the primary use), including the decision to allow such accessory use, the standards applicable to such use, and the process by which such use is administered locally.

WHEREAS, the General Assembly's one-size-fits-all Declaration (1) demonstrates only an interest in uniformity for uniformity's sake and does not credibly demonstrate that "statewide" standards that target specific home rule jurisdictions' treatment of certain accessory uses of residential property would increase the supply of housing or make such housing more affordable; (2) relies on an overstated "domino effect" theory and fails to demonstrate that the regulation of backyards and accessory uses on residential properties by home rule municipalities is causing a serious extraterritorial impact, such as a substantial consequence for or impact on the expectations of persons outside of those municipalities; (3) ignores that, in Colorado, zoning has traditionally been governed by municipalities, including the type of accessory uses that are permitted within a zoning district and the procedures for administering land use; and (4) ignores that the recognition in case law that both the substantive and procedural aspects of zoning are a matter of local concern for home rule municipalities, such as the Town of Parker.

WHEREAS, the General Assembly attempts to bolster the conclusory statement contained in the Declaration that zoning of accessory uses is a matter of mixed statewide and local concern by relying on articles about intensely urbanized coastal states that have public transit facilities and services like California, Oregon, New York and Connecticut; articles from AARP and the Journal of Policy Debate (about elder care and aging in place); The Center for American Progress (about childcare deserts); the Oregon Department Environmental Quality (about greenhouse emissions); Urban Science (about lower density communities that have high infrastructure costs paid by state and local governments); the California Department of Housing and Community Development (about prohibiting additional parking for ADUs); the National Bureau of Economic Research and the Federal Reserve Bank of New York Economic Policy Review (about land use regulations in a "metropolitan region" increasing the cost of housing); and the Journal Housing Policy Debate (about increasing the housing supply to moderate price increases). The General Assembly relies on these articles (that do not address Colorado or its local governments) to conclude that ADUs will increase the (affordable) housing supply and will reduce greenhouse emissions, and infrastructure, household energy, and transportation costs *even though public transit facilities and services are not available for many of the 54 municipalities located on the front range that are subject to House Bill 24-1152, including the Town*.

WHEREAS, real property, by its nature, exists only in a fixed location and the use and intensity of use of such property for residential purposes is an intensely local matter that primarily involves the owners and users of the property, the regulating local jurisdiction, local providers of public facilities, infrastructure, and services that support the use of the property (e.g., water, wastewater, law enforcement, fire protection, transportation, parks and recreation, schools), and, to an extent, adjacent property owners that share in the use of public resources.

WHEREAS, House Bill 24-1152 effectively reverses over 40 years of local legislative zoning decisions by the Town Council, made pursuant to its constitutional home rule authority, that were based on unique local circumstances and challenges facing the Town and other public service providers that provide essential services to support single-family residential development in the Town, which zoning decisions were made by the Town Council after consideration of the Town Master Plan and the Parker Land Development Ordinance.

WHEREAS, House Bill 24-1152 severely impairs intergovernmental agreements between the Town and public service providers, annexation agreements between the Town, landowners and public service providers, and inclusion agreements between water and sewer service providers and landowners, that balanced the cost and availability of essential services to determine the location and density of single-family residential development that could be supported in the Town and by public service providers.

WHEREAS, the unique local circumstances and challenges that the Town has faced over the past 40 years in managing residential development in the Town is rooted in the exponential increase in the population of the Town from a population of 285 when the Town was incorporated in 1981, to a population of over 68,000 residents in 2024, including the challenges associated with the availability and adequacy of water, sewage disposal, transportation, including roads, bridges and sidewalks, schools, parks and trails, public safety, including, fire protection and related emergency services, regional drainage facilities, environmental impacts associated with residential development, as well as topographical challenges faced by the Town associated with residential development in the Town, which includes steep slopes, gulches and floodplain.

WHEREAS, the Town Council, acting on behalf of the Town of Parker, a home rule municipality, organized and existing pursuant to Article XX of the Colorado Constitution and its Town Charter, made the legislative determination that these unique local circumstances and challenges prevent the Town and other public service providers from providing essential services beyond those residential units that were legislatively approved by the Town, which resulted in the Town prohibiting ADUs as a proper exercise of the Town's zoning authority under Article XX of the Colorado Constitution.

WHEREAS, the zoning and rezoning of property relating to accessory uses like ADUs is a legislative action vested in the Town Council through the Town Charter and the Town's ordinances, and is also reserved to the people through the constitutional rights of initiative and referendum.

WHEREAS, the Town, as a home rule municipality, derives its authority to enact zoning ordinances of this type and content under Article XX of the Colorado Constitution, and not from state statute. The General Assembly has the power to legislate zoning regulations applicable to statutory municipalities, but where, however, a home rule municipality exercises the power delegated to it by the Colorado Constitution to enact zoning ordinances as a matter of purely local concern, the General Assembly has no power to enforce conflicting statutory zoning regulations. The conflicts between the Town zoning ordinance which does not permit ADUs and House Bill 24-1152 which permits one ADU for every single-family home in Town, subject to an administrative process, are resolved in favor of the Town as matters of purely local concern.

WHEREAS, the Town Council, acting on behalf of the Town of Parker, a home rule municipality, organized and existing pursuant to Article XX of the Colorado Constitution, desires to protect the health, safety and welfare of its citizens by reaffirming the local legislative zoning decision to preclude ADUs, which is consistent with the Town's residential zoning needs and objectives, based on the unique local circumstances and challenges faced by the Town of Parker and other public service providers in providing essential services.

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

Section 1. Findings of Fact.

a. The recitals contained in Ordinance No. __, Series of 2025, are hereby incorporated by reference, as if fully restated herein.

TOWN SIZE, POPULATION AND LOCATION

b. The Town was incorporated in 1981 as a statutory town consisting of a land area of approximately one square mile and a population of 285.

c. The Town is located 22 miles southeast of the City and County of Denver.

d. In 1984 the Town became a home rule municipality organized and existing pursuant to Article XX of the Colorado Constitution.

e. Since 1981, the Town has increased in size to approximately 22.455 square miles and a population of over 68,000 in 2024.

MASTER PLAN FOR THE PHYSICAL DEVELOPMENT OF THE TOWN

f. Under Section 6.3 of the Town's home rule charter (the "Charter") the Planning Commission is required to prepare and submit to the Town Council for its approval a master plan for the physical development of the Town and areas adjacent to the Town (the "Master Plan").

g. The Master Plan legislatively adopted by the Town Council addresses the physical development of residential uses, including single-family homes, multiple-family homes with a variety of housing densities, and a full range of housing programs, including seniors, and low- and middle-income persons and families.

h. Under Section 15.9 of the Charter, the annexation and zoning of real property shall occur concurrently.

CONCURRENT ANNEXATION AND RESIDENTIAL ZONING UNDER THE CHARTER

i. Between 1981 and 2024, the Town annexed and zoned approximately 282 parcels of land.

j. The areas of the Town that are zoned to allow single-family homes are contained within fifty-three (53) separate planned developments, which were legislatively approved by the Town Council through the exercise of its zoning authority concurrently with the annexation of these residential developments.

k. The number of residential units allowed within a planned development is subject to the zoning requirements of the Town as contained in the Parker Land Development Ordinance, as applied by the Town Council, following notice and a public hearing and provide as follows:

1) There has been a significant change in the area surrounding the property since the date of the existing zoning;

2) The [zoning] application is consistent with the Master Plan;

3) There is a need for the type of development enabled by or proposed in connection with the [zoning];

4) The ground to be [zoned] is the correct size, topography, and site for the proposed development;

5) Adequate pedestrian, bicycle, and vehicular access and circulation routes exist to serve the proposed development, and any material adverse impacts on traffic circulation near the property will be mitigated to the maximum extent practicable;

6) The proposed development will not create material environmental impacts on the surrounding area or the Town as a whole, or demonstrates the mitigation of environmental impacts to the maximum extent practicable;

7) Additional municipal service costs will not be incurred which the Town is not prepared to meet; and

8) There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to serve the proposed development, or the applicant has agreed to provide any additional required capacity.

l. The Town does not provide waste and sewage disposal or water services in the Town.

m. The Parker Water and Sanitation District (the "Water District") is the primary provider of waste and sewage disposal and water services in the Town and provides service to the Town, pursuant to the September 24, 1990, intergovernmental agreement between the Town and the Water District (the "Water Agreement") and through separate annexation agreements between the District, the Town and the applicable landowner(s).

n. The Water Agreement, which provides "that any property which seeks annexation into the Town shall, if the same is legally eligible for inclusion into the [Water] District and if the property may be economically served by the [Water] District, simultaneously petition for inclusion into the [Water] District."

o. As a condition to annexation, which condition is contained in the annexation agreement between the landowner, the Town and the Water District (the "Annexation Agreement"), a landowner is required to enter into an inclusion agreement with the Water District (the "Inclusion Agreement"), which requires the landowner to dedicate water in an amount sufficient to service the residential density legislatively approved by the Town Council for the planned development through the exercise of its zoning authority at the time of annexation.

p. The Town does not provide fire protection services in the Town.

q. The South Metro Fire and Rescue Protection District (the "Fire District") provides fire protection services in the Town, using fires stations constructed on land dedicated by the landowner as a condition to annexation, which condition is contained in the Annexation Agreement. Fire stations are located and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

r. Douglas County School District RE-1 (the "School District") provides public education within the Town, using schools constructed on land dedicated by the landowner and the payment of a school fee by the landowner for the capital construction of these schools as a condition to annexation, which conditions are contained in the Annexation Agreement. Schools are located and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

s. The Town requires the dedication and construction of parks and trails by the landowner as a condition to annexation, which condition is contained in the Annexation Agreement. The parks are located and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

t. The Town requires the dedication and construction of roads and bridges by the landowner as a condition to annexation, which condition is contained in the Annexation Agreement. The roads and bridges are located and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

u. The Town requires the dedication and construction of regional drainage facilities by the landowner as a condition to annexation, which condition is contained in the Annexation Agreement. The regional drainage improvements are located based on the topography of the land to be annexed and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

ANNEXATION AGREEMENTS IMPLEMENT THE PHYSICAL DEVELOPMENT OF THE TOWN

v. Each planned development that is legislatively approved by the Town Council through the exercise of its zoning authority is subject to an Annexation Agreement approved by the landowner, the Town and the Water District. The Annexation Agreement:

1) Identifies the planned development that is the subject of the Annexation Agreement.

2) Contractually limits the number of residential dwelling units within the planned development to the number of residential units approved by the Town Council through the exercise of its zoning authority.

3) Requires the landowner to dedicate water to the Water District, pursuant to the Inclusion Agreement, sufficient to serve the number of residential units within the planned development approved by the Town Council through the exercise of its zoning authority.

4) Requires the landowner to dedicate land to the Fire District for fire stations to be located and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

5) Requires the landowner to dedicate land and pay school fees to the School District for the capital construction of schools to be located and sized in

part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

6) Requires the landowner to dedicate land and construct parks and trails to be located and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

7) Requires the landowner to dedicate land and construct roads, bridges and sidewalks to be located and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

8) Requires the landowner to dedicate land and construct regional drainage facilities to be located based on the topography of the planned development and sized in part based upon the residential density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation.

x. The residential density approved by the Town Council, in the exercise of its zoning authority at the time of the annexation of a residential planned development, is based on the ability of the Town and other public service providers to provide water, sewage disposal, transportation, including roads, bridges and sidewalks, schools, parks and trails, public safety, including fire protection and related emergency services, regional drainage facilities, and other essential services needed to support the residential density permitted within the planned development and memorialized by the Annexation Agreement.

WATER, ANNEXATION AND INCLUSION AGREEMENTS ARE IMPAIRED BY HOUSE BILL 24-1152

y. The U.S. Constitution, Article I, Section 10, Clause 1, provides that "no state … shall … pass any … law impairing the obligation of contract." The State of Colorado has a similar constitutional clause which provides that "[n]o … law impairing the obligation of contracts … shall be passed by the general assembly." See Colo. Consti. Art. II, Section 11.

z. House Bill 24-1152 severely impairs the Water Agreement, Annexation Agreement, and Inclusion Agreement for each residential planned development, which agreements establish, as a matter of local concern, the residential density that can be supported by the Town, Water District, School District, Fire District, and other public service providers, that provide essential services including water and sewage disposal, transportation, including, roads, bridges and sidewalks, schools, parks and trails, fire protection and related emergency services, regional drainage facilities, and other essential services.

THE TOWN SUPPLIES ADEQUATE HOUSING WITH A VARIETY OF HOUSING OPTIONS BASED ON APPROVED RESIDENTIAL DENSITY

aa. The Town has increased the supply of housing to accommodate a population that has increased from 285 in 1981 to over 68,000 in 2024, which includes single-family homes and multiple-family homes with a variety of housing densities.

bb. More than Sixteen Thousand One Hundred Sixty-One (16,161) single-family homes have been constructed in the Town during this period of time.

cc. The Town issued Six Hundred Twenty-Two (622) building permits for the construction of single-family homes in 2023, and Three Hundred Seventeen (317) building permits for the construction for single-family homes in 2024.

dd. The Town has an inventory of Seven Thousand Nine Hundred Thirteen (7,913) single-family homes that have been zoned but not constructed.

ee. The Town has constructed over 6,308 multiple-family homes during this period of time.

ff. The Town issued Five Hundred Eighty-Three (583) building permits for the construction of multiple-family homes in 2023, and One Hundred Two (102) building permits through June of 2024.

gg. The Town has an inventory of Nine Hundred Ninety-Two (992) multiple-family homes that have been zoned but not constructed.

hh. The current vacancy rate for multiple-family homes in the Town is 6.70%.

ii. According to the Census 2020 American Community Survey, the Town maintains a housing ratio of 78% for single-family homes and 21.6% for multiple-family homes. This is consistent with the Town's land use policy of providing for a full range of housing choices in the community with a projected ratio of Eighty percent (80%) single-family homes and Twenty percent (20%) multi-family homes based upon factors such as available infrastructure, environmental constraints, land use compatibility, water/sewer capacity and public services necessary to support development.

jj. Recently, the Town, the Parker Authority for Reinvestment ("PAR") (urban renewal authority for the Town) entered into a public-private partnership with a private developer (the "Development Agreement") to increase multiple-family homes, as part of a mixed-use project (the "Mixed-Use Project").

kk. Under the Development Agreement, the Town and PAR conveyed five (5) parcels of real property located in the downtown area of the Town adjacent to Mainstreet, collectively valued in excess of $17 million to the private developer at no cost, together with a tax share back in the approximate amount of $57 million for the development of the Mixed-Use Project on these parcels.

ll. The Mixed-Use Project includes approximately 574 multifamily homes, including apartments, townhouses, lofts, stacked flats, senior citizen housing, and work-live units.

mm. The private developer plans to commence construction of 300 multiple-family homes as part of the Mixed-Use Project in the summer of 2025.

THE TOWN HAS COMMITTED TO INCREASING SUPPLIES OF AFFORDABLE HOUSING

nn. The voters approved Proposition 123 at the 2022 Colorado general election, which enacted a new article 32 to title 29 of the Colorado Revised Statutes, and created new affordable housing programs and funding sources, such as grants and loans to local governments and nonprofit affordable housing developers through the creation of the State Affordable Housing Fund ("Proposition 123").

oo. On October 2, 2023, the Town Council adopted Resolution No. 23-083, Series of 2023, which authorizes the Town Manager to: (a) prepare and file a Proposition 123 Commitment on behalf of the Town by November 1, 2023; (b) take all such steps that are consistent with the direction of Town Council and necessary to become eligible for and access Proposition 123 funding; (c) work with Douglas County jurisdictions to establish parameters of an intergovernmental agreement ("IGA") to memorialize their commitment to activities that support affordable housing opportunities and increase affordable housing units; (d) establish a method of distributing affordable housing credits in excess of their respective baseline commitments; and (e) present such IGA to Town Council for approval.

pp. On October 2, 2023, the Town Manager filed the Town's Proposition 123 Commitment, which commits the Town to increase the number of affordable housing units within the Town by nine percent (three percent per year), resulting in a total of 224 units, during the three-year cycle of 2024 through 2026.

qq. On September 16, 2024, the Town Council passed Ordinance No. 9.380, approving the Intergovernmental Agreement Regarding Joint Management of Proposition 123 Funding and Credits between the Town, the Douglas County Housing Partnership ("DCHP"), Douglas County, the City of Castle Pines, the City of Lone Tree, and the Town of Castle Rock (the "Proposition 123 IGA").

rr. Proposition 123 IGA promotes affordable housing opportunities and intends to increase affordable housing units by enabling the DCHP to support affordable housing projects located within Douglas County by directly assisting third parties, applying directly for funding from the State Affordable Housing Fund, and managing excess affordable housing credits generated by projects and programs in each party's jurisdiction.

THE TOWN PERMITS SECONDARY FAMILY SPACE IN SINGLE-FAMILY HOMES FOR INTERGENERATIONAL LIVING ARRANGEMENTS

ss. House Bill 24-1152 contains legislative declarations to the effect that ADUs will provide options for "intergenerational living arrangements" that include "child or elder care and aging in place," to be occupied by "family members," at "low to no rent," allowing "seniors to live with family or a caregiver while remaining in their communities," which according to the legislative declarations will result in unsubstantiated ancillary benefits that include a reduction of water use, greenhouse gas emissions, infrastructure costs, and household energy and transportation costs.

tt. The Town Council, as a matter of purely local concern as a home rule municipality, made the local legislative decision by ordinance more than ten (10) years ago to establish "Secondary Family Space" within a single-family home that effectively operates much like an ADU, but without materially impacting the delivery of essential services, by providing an administrative process that permits intergenerational living arrangements, including child and/or elder care and aging in place, while balancing unique local circumstances and challenges faced by the Town of Parker and other public service providers that provide essential services.

uu. The Secondary Family Space is not an ADU as defined under House Bill 24-1152, but rather a secondary dwelling unit contained within a single-family home whose occupants and the occupants of the single-family home live together as a single-household unit, which is not locked off from the single-family home.

vv. The Parker Municipal Code allows one Secondary Family Space with a separate living and cooking area within a single-family home where aging seniors and adult children may continue to reside without the financial burden of paying rent, provided that the Secondary Family Space is not larger than 40% of the single-family home.

ww. Over the past ten (10) years the Town has administratively approved Fifty-Five (55) applications for Secondary Family Space.

THERE IS NO CAPACITY TO SERVE THE NUMBER OF ADUs CONTEMPLATED HOUSE BILL 24-1152

xx. House Bill 24-1152 was purportedly adopted to increase "the housing supply through the construction or conversion of accessory dwelling units," which "offer a way to provide compact, relatively affordable housing in established neighborhoods with minimal impacts to infrastructure and to supply new housing opportunities without added dispersed low-density housing . . .."

yy. Under House Bill 24-1152 more than Sixteen Thousand One Hundred Sixty-One (16,161) existing single-family homes will be administratively eligible for the construction of ADUs, which taken to the extreme far exceeds the ability of the Town and other public service providers to provide essential services and will severely impact the availability and adequacy of water, sewage disposal, transportation, including roads, bridges and sidewalks, schools, parks and trails, public safety, including, fire protection and related emergency services, regional drainage facilities, environmental impacts associated with residential development, as well as topographical challenges associated with residential development in the Town, which includes steep slopes, gulches and floodplain.

TRANSIT FACILITIES AND SERVICES ARE NOT AVAILABLE TO THE TOWN MAKING ADU DEVELOPMENT WITHOUT NEW PARKING IMPOSSIBLE

zz. The Town is not a "Transit-Oriented Community" under House Bill 24-1313, because the General Assembly determined that the Town does not have adequate transit facilities and services, and as such is not subject to the mandate to increase housing density for certain multiple-family developments in the Town.

aaa. The Town is not within the "Applicable Transit Service Area" under House Bill 24-1304, because the General Assembly determined that the Town does not have adequate transit facilities and services and as such the Town is not subject to the minimum parking requirements for certain multiple-family developments in the Town.

bbb. House Bills 24-1313 and 24-1304 establish residential density and parking requirements based on the availability for adequate transit facilities and services, which reduce the need for parking in residential areas that are zoned for multiple-family homes.

ccc. House Bill 24-1152 administratively allows up to one ADU for every single-family home in a residential neighborhood, while restricting the Town's authority to require new parking to support ADU development in the Town's single-family neighborhoods.

ddd. There are limited public transportation options available to the residents of the Town, resulting in the Town's dependance on private transportation and the need for adequate parking in all areas of the Town, including areas of the Town zoned for single-family homes.

eee. Without adequate transit services and facilities to reduce the need for parking for ADU development in the Town, House Bill 24-1152 will severely impact single-family neighborhoods in the Town.

fff. Single-family neighborhoods under House Bill 24-1152 are treated materially different than multiple-family homes under House Bills 24-1313 and 24-1304, by creating a significant parking burden on single-family neighborhoods in the Town that do not have the benefit of adequate transit services and facilities.

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

Section 1. The Town Council hereby reaffirms its local legislative zoning decision to preclude ADUs, based on the unique local circumstances and challenges faced by the Town, Water District, School District, Fire District, and other public service providers that provide essential services to the residents of the Town.

Section 2. The Town Council hereby determines and declares that the Town, as a home rule municipality, exercised the power delegated to it by the Colorado Constitution to enact zoning ordinances, and particularly the substantive and procedural standards applied to the accessory uses of residential properties within the Town, as a matter of purely local concern, and any conflict between the Town zoning ordinance that does not permit ADUs, and House Bill 24-1152, which mandates one ADU for every single-family home in Town, subject to administrative review, is resolved in favor of the Town as a matter of law.

Section 3. The Town Council hereby determines and declares that House Bill 24-1152, as applied to the Town, will severely impair the Water Agreement, Annexation Agreements, and Inclusion Agreements, which agreements establish, as a matter of local concern, the residential density that can be supported by the Town, Water District, School District, Fire District, and other public service providers that provide essential services, and as such House Bill 24-1152 violates both the United States and Colorado constitutions as a matter of law.

Section 4. The Town Council hereby determines and declares that the Town is providing opportunities for an adequate supply and variety of housing, based on the Master Plan, including single-family homes, multiple-family homes with a variety of housing densities, and a full range of housing programs, including seniors, and low- and middle-income persons and families, and maintains an inventory of Seven Thousand Nine Hundred Thirteen (7,913) single-family homes that are zoned for development, but not constructed; an inventory of Nine Hundred Ninety-Two (992) multiple-family homes that have been zoned for development, but not constructed; and despite a second quarter 2024 vacancy rate of 6.7% for multiple-family homes, the Town is investing Town-owned property and future tax revenue to incentivize the construction of approximately 574 multiple-family homes as part of a mixed-use project and committing to provide Two Hundred Twenty-Four (224) affordable housing units through the Proposition 123 IGA.

Section 5. The Town Council hereby determines and declares that it established "Secondary Family Space," by ordinance as a matter of purely local concern, some ten (10) years before the General Assembly passed House Bill 24-1152, which essentially functions like an ADU by allowing aging seniors and adult children to remain in a single-family home with a separate living and cooking area, without materially impacting essential public services or necessitating additional parking; and any conflict between the Town ordinance that administratively allows Secondary Family Space in single-family homes and House Bill 24-1152, which mandates one ADU for every single-family home in Town, subject to administrative review, is resolved in favor of the Town as a matter of law.

Section 6. The Town Council hereby determines and declares that the Town and other public service providers will not be able to provide the essential public services necessary to serve one ADU for every single-family home in the Town, as allowed by House Bill 24-1152, including water, sewage disposal, transportation, including, roads, bridges and sidewalks, schools, parks and trails, fire protection and related emergency services, regional drainage facilities, and other essential services, and as a result, it is impossible for the Town to comply with House Bill 24-1152.

Section 7. The Town Council hereby determines and declares that the parking restrictions imposed by House Bill 24-1152 for the development of ADUs will severely impact the availability of parking in single-family neighborhoods in the Town, because it is not a Transit-Oriented Community and there are no transit facilities and services available in single-family neighborhoods to reduce the demand for parking in these residential neighborhoods, making it impossible for the Town to comply with House Bill 24-1152.

Section 8. The Town Council hereby directs that Section 13.05.050(d)(1) of the Parker Land Development Ordinance titled "Accessory Dwelling Unit," contain a reference to this Ordinance No. 1.644, Series of 2025.

Section 9. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 10. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 11. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2025.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2025.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Jamie Wynn, Town Attorney

Request for Town Council Action

Date:	April 21, 2025
Submitted By:	Jim Maloney, Assistant Town Attorney
Reviewed By:	Michelle Kivela, Town Manager
Title:	**ORDINANCE NO. 1.645 - First Reading** **A Bill for an Ordinance Zealously Asserting the Town of Parker's Home Rule Authority to Determine Residential Occupancy Limits for Single Dwellings Constructed in the Town, which Authority Supersedes and Preempts House Bill 24-1007** **Department: Town Attorney, Jim Maloney** **Second Reading: May 5, 2025**

EXECUTIVE SUMMARY

House Bill 24-1007 (the "Occupancy Bill") prohibits local governments, including home rule municipalities, from enacting residential occupancy limits for single dwellings based on family relationships and only allows occupancy limits for single dwellings based on demonstrated health and safety standards described in the Occupancy Bill. The Town Council zealously asserts that that the Town exercised its home rule authority to determine residential occupancy limits for single dwellings constructed in the Town, which are contained in the Parker Land Development Ordinance and are based on demonstrated "local" health and safety standards, which supersede and preempt the Occupancy Bill.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Colorado General Assembly passed the Occupancy Bill in the 2024 legislative session, which is in direct conflict with the Parker Land Development Ordinance, which limits the occupancy of a single dwelling to a "family," which includes: (1) two or more related persons; or (2) a group not exceeding five unrelated persons (collectively referred to as the "Town Occupancy Limit").

The Occupancy Bill provides that occupancy limits must be based on a demonstrated health and safety standard **"such as"**: (1) International Building Codes; (2) Fire Code regulations; (3) the Colorado Department of Health and Environment Wastewater Quality Standards; or local, state, federal, or political subdivision affordable housing limits. Only the international building codes contain an occupancy limit.

The International Building Code allows one person for every 200 sf. If this standard is used by the Town, a 3500-sf single dwelling could be occupied by up to 17 people. The International

Property Maintenance Code allows up to 150 sf for the first occupant, and at least 100 sf for each additional occupant. If this standard is used in the Town, a 3500-sf single dwelling could be occupied by up to 35 people. Whether the occupancy limit is 17 or 35 people for a 3500-sf single dwelling, the Town and other local governments that provide essential services to residents of the Town will be significantly impacted, particularly when you consider that there are approximately 16,000 single dwellings contained in fifty-three (53) planned developments in the Town.

The Town Occupancy Limit is used to determine the size of the infrastructure, dedications and financial investment necessary to provide adequate essential public services to single dwellings constructed in the Town. As such, the Town Occupancy Limit is a "demonstrated health and safety standard," even though this is not a "local" standard referenced in the Occupancy Bill.

In this regard, the Occupancy Ordinance provides that the Town Occupancy Limit meets or exceeds the actual average occupancy for single dwellings constructed in the Town, based on U.S. Census Data for the Town, which census data is used by the Town and other local governments to serve single dwellings constructed in the Town (the "Average Actual Occupancy"). According to the census data, the average household size in Parker is 2.8 and the average household family size is 3.0. Additionally, 95% of family households consist of 5 or fewer people, while 100% of non-family households consist of 5 or fewer people.

Census data is used by the Town and other local governments to size the infrastructure and the level of dedications and financial investment necessary to provide adequate essential public services to single dwellings constructed in the Town (the Town and the Fire District use 3.13 per household, the PWSD uses 2.875 per household, and the School District uses .913 students per household). In fact, annexation and zoning decisions were made by the Town based on the Actual Average Occupancy to determine land/water dedications, in lieu fees and taxes, and the infrastructure necessary to support the number of single dwellings approved as part of each planned development in the Town.

The reasons supporting the Town's position that the occupancy limits contained in the Parker Land Development Ordinance supersede and preempt the Occupancy Bill can be summarized as follows:

1. The local legislative zoning decision made by the Town Council to limit the number of people that can occupy single dwellings, as provided in Section 13.02.020 of the Parker Land Development Ordinance, is based on the unique local circumstances and challenges faced by the Town, Water District, Fire District, School District, and other public service providers that provide essential services to the residents of the Town, and as such, is a "demonstrated health and safety standard," even though this is not a "local" standard referenced in the Occupancy Bill.

2. The Town Council, as a home rule municipality, exercised the power delegated to it by the Colorado Constitution to enact zoning ordinances, as a matter of purely local concern, and any conflict between the Town zoning ordinance that limits the number of people that can occupy single dwellings, as provided in Section 13.02.020 of the Parker Land

Development Ordinance, and the Occupancy Bill, is resolved in favor of the Town as a matter of law.

3. The Occupancy Bill, as applied to the Town, will severely impair the Water Agreement, Annexation Agreements, and Inclusion Agreements, which establish, as a matter of local concern, the residential density that can be supported by the Town, Water District, School District, Fire District, and other public service providers that provide essential services, and as such, the Occupancy Bill violates both the United States and Colorado Constitutions as a matter of law.

4. The Town and other public service providers will not be able to provide additional essential public services for existing single dwellings in the Town, based on the Occupancy Bill's exponential increase in the occupancy of a single dwelling, including water, sewage disposal, transportation, including roads, bridges and sidewalks, schools, parks and trails, fire protection and related emergency services, regional drainage facilities, and other essential services, and as a result, it is impossible for the Town to comply with the Occupancy Bill.

5. For all the reasons provided in the Occupancy Ordinance, the Town Council rejects the assertion that the subject matter of the Occupancy Bill is a matter of mixed statewide and local concern and determines that the Occupancy Bill is expressly superseded and preempted by the Town by the Parker Land Development Ordinance, specifically Section 13.02.010 of the Parker Land Development Ordinance.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 1.645

RECOMMENDED MOTION

I move to approve Ordinance No. 1.645 on first reading and to schedule second reading for May 5, 2025, as part of the consent agenda.

ORDINANCE NO. 1.645, Series of 2025

TITLE: A BILL FOR AN ORDINANCE ZEALOUSLY ASSERTING THE TOWN OF PARKER'S HOME RULE AUTHORITY TO DETERMINE RESIDENTIAL OCCUPANCY LIMITS FOR SINGLE DWELLINGS CONSTRUCTED IN THE TOWN, WHICH AUTHORITY SUPERSEDES AND PREEMPTS HOUSE BILL 24-1007.

WHEREAS, Pursuant to Article XX, Section 6 of the Colorado Constitution, the Town is a Colorado home rule municipality, and as such has that organic authority to enact legislation on matters of purely local concern that preempt and supersede State legislation.

WHEREAS, zoning is, and has many times been declared and affirmed by the Colorado Supreme Court to be, a matter of purely local concern.

WHEREAS, Colorado House Bill 24-1007, new legislation signed by the Governor on April 15, 2024, purports to prohibit municipalities from limiting the number of people that may live together in a single dwelling, unless the residential occupancy limit is based on (1) "demonstrated health and safety standards," which are limited to either (a) "international building code standards, fire code regulations," or (b) "Colorado Department of Public Health and Environment Wastewater and Water Quality Standards," or (2) "affordable housing program guidelines," which are not defined in Colorado House Bill 24-1007 (collectively referred to as the "**State Standard for Occupancy Limits**").

WHEREAS, Colorado House Bill 24-1007 does not reveal how the State Standard for Occupancy Limits will increase the availability of housing, including affordable housing, or how a "local government," which includes a home rule municipality, will be able to provide additional essential public services for an *existing* "Single Dwelling" as referenced in Colorado House Bill 24-1007, or for that matter other *existing* housing types contained within a home rule municipality, which typically includes single-family and multiple-family homes with a variety of housing types and housing programs (collectively referred to as "**Single Dwellings**").

WHEREAS, Colorado House Bill 24-1007 does not include a local option for a home rule municipality to adopt local "health and safety standards" to address residential occupancy limits based on unique local circumstances and challenges that differ from the State Standard for Occupancy Limits, such as the ability of public service providers to provide essential public services to the occupants of Single Dwellings located in a home rule municipality.

WHEREAS, the Town Council has promulgated residential occupancy limits in the Town, consistent with the Town's zoning needs and objectives, which are not based on "demonstrated health and safety standards" or "affordable housing program guidelines," as specified under Colorado House Bill 24-1007, but rather on the provision of essential public services by the Town and other public service providers.

WHEREAS, under Section 13.02.020 of the Parker Land Development Ordinance, Single Dwellings may be occupied by a family of two or more related persons or "a group not exceeding five unrelated persons (excluding paid household staff such as nannies, cleaners and caregivers) living together as a single housekeeping unit in one structure of one lot…" (the "**Town Standard for Occupancy Limits**").

WHEREAS, the "demonstrated health and safety standards" supporting the Town Standard for Occupancy Limits is based on over 40 years of local legislative zoning decisions by the Town Council that addressed the unique local circumstances and challenges facing the Town and other public service providers that provide essential services to Single Dwellings in the Town.

WHEREAS, the Town Standard for Occupancy Limits is based on (1) the average household size of a family ("**Family Household**") and the average household size of a nonfamily ("**Non-Family Household**"), which averages are used by the Town and other public service providers to provide essential public service to Single Dwellings and, (2) the number of Single Dwellings located in planned developments that can be served by the Town and other public service providers that provide essential public services, as approved by the Town Council, with the concurrence of the other public service providers that provide essential public services to support the residential density (collectively referred to as the "**Approved Residential Density**").

WHEREAS, Colorado House Bill 24-1007 effectively reverses over 40 years of local legislative zoning decisions made by the Town Council that were based on unique local circumstances and challenges facing the Town and other public service providers that provide essential services based on Approved Residential Density, which zoning decisions were made by the Town Council after consideration of the Town Master Plan, the Parker Land Development Ordinance and the ability of the Town and other public service providers to provide essential public services to support the Approved Residential Density.

WHEREAS, House Bill 24-1007 severely impairs intergovernmental agreements between the Town and public service providers, annexation agreements between the Town, landowners and public service providers, and inclusion agreements between water and sewer service providers and landowners, that balanced the cost and availability of essential services to determine the density that could be served based on the number of Single Dwellings in a planned development and the average number of occupants in each Single Dwelling.

WHEREAS, the Town Council, acting on behalf of the Town of Parker, a home rule municipality, organized and existing pursuant to Article XX of the Colorado Constitution, made a legislative determination to adopt the Town Standard for Occupancy Limits using a "demonstrated health and safety standard" based on the ability of the Town and other public service providers to provide essential public services to support the Approved Residential Density.

WHEREAS, the unique local circumstances and challenges that the Town has faced over the past 40 years in managing residential development is rooted in the exponential increase in the population of the Town from a population of 285 when the Town was incorporated in 1981, to a population of over 68,000 residents in 2024, including the challenges associated with the availability and adequacy of water, sewage disposal, transportation, including roads, bridges and sidewalks, schools, parks and trails, and public safety, including, fire protection and related emergency services necessary to provide essential public services to Single Dwellings in the Town.

WHEREAS, the Town Council, acting on behalf of the Town of Parker, a home rule municipality, organized and existing pursuant to Article XX of the Colorado Constitution, made the legislative determination that these unique local circumstances and challenges prevent the Town and other public service providers from providing essential services beyond the Residential Density that was legislatively approved by the Town as a proper exercise of the Town's zoning authority under Article XX of the Colorado Constitution.

WHEREAS, the Town, as a home rule municipality, derives its authority to enact zoning ordinances of this type and content under Article XX of the Colorado Constitution, and not from state statute, based on the Town's determination of what constitutes "demonstrated health and safety standards." The General Assembly has the power to legislate zoning regulations applicable to statutory municipalities, but where, however, a home rule municipality exercises the power delegated to it by the Colorado Constitution to enact zoning ordinances as a matter of purely local concern, the General Assembly has no power to enforce conflicting statutory zoning regulations. The conflict between the Town zoning ordinance which established the Town Standard for Occupancy Limits, based on the ability of the Town and other public service providers to provide essential public services to Single Dwellings, and Colorado House Bill 24-1007, which only permits residential occupancy limits based on the State's determination of what constitutes a "demonstrated health and safety standards" or "affordable housing program guidelines," is resolved in favor of the Town.

WHEREAS, the Town Council, acting on behalf of the Town of Parker, a home rule municipality, organized and existing pursuant to Article XX of the Colorado Constitution, desires to protect the health, safety and welfare of its citizens by reaffirming the local legislative zoning decision to limit residential occupancy, as provided by Section 13.02.020 of the Parker Land Development Ordinance, based on the Approved Residential Density, which is consistent with the Town's residential zoning needs and objectives, and the unique local circumstances and challenges faced by the Town of Parker and other public service providers in providing essential public services.

WHEREAS, the purpose of this Ordinance is to state the Town's intent to zealously assert its home rule authority to enact local zoning, which supersedes and preempts State legislation regulating zoning as matters of purely local concern, because the Town Council is in the best position to legislate on how best to establish residential occupancy limits within the corporate limits of the Town.

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

Section 1. Findings of Fact.

a. The recitals contained in Ordinance No. __, Series of 2025, are hereby incorporated by reference, as if fully restated herein.

TOWN SIZE, POPULATION AND LOCATION

b. The Town was incorporated in 1981 as a statutory town consisting of a land area of approximately one square mile and a population of 285.

c. The Town is located 22 miles southeast of the City and County of Denver.

d. In 1984 the Town became a home rule municipality organized and existing pursuant to Article XX of the Colorado Constitution.

e. Since 1981, the Town has increased in size to approximately 22.455 square miles and a population of over 68,000 in 2024.

MASTER PLAN FOR THE PHYSICAL DEVELOPMENT OF THE TOWN

f. Under Section 6.3 of the Town's home rule charter (the "**Charter**") the Planning Commission is required to prepare and submit to the Town Council for its approval a master plan for the physical development of the Town and areas adjacent to the Town (the "**Master Plan**").

g. The Master Plan legislatively adopted by the Town Council addresses the physical development of residential uses, including single-family homes, multiple-family homes with a variety of housing densities, and a full range of housing programs, including seniors, and low- and middle-income persons and families.

h. The word "family" is used 35 times in the Master Plan to describe (1) the type of housing that is available in the Town for occupancy by its residents; (2) the demographics of the residents of the Town; and (3) the desire of others to move to Parker to live close to family.

i. The Master Plan provides that residents of the Town are generally more apt to be married than residents of the state as a whole and more apt to have young families.

j. The Master Plan further provides that neighborhoods serve as the primary building blocks of our community and focus on a range of mostly residential classifications, with as emphasis on single-family detached homes.

k. The Master Plan further provides that single-family homes are located to retain their family orientation, appearance, and protect open space.

l. According to the U.S. Census Report of 2022, there were 20,645 households in Parker, of which 75% were occupied by married couples, which is 20% higher than the Denver/Aurora/Lakewood Metropolitan Area.

m. According to the Gazetteer, HomeTownLocator, the "Average Household Size [in Parker] is 2.8," and the "Average Family Size [in Parker] is 3.00."

n. According to City-Data.com, 95% of Family Households consist of 5 or fewer people, while 100% of Nonfamily Households consist of 5 or fewer people.

o. Using data from City-Data.com and the U.S. Census Report, the Parker Water and Sanitation District (the "**Water District**") uses an average household occupancy of 2.875 persons per household, to size water and sewer infrastructure and to determine the amount of water to be dedicated to the District to serve new residential developments (the "**Water District Dedication**").

p. Based on data from the U.S. Census Bureau, 2012 – 2016 American Community Survey, the Town uses a household occupancy rate of 3.13 persons per household for single-family detached, 1.99 persons per household for single-family attached and 1.87 persons per household for multiple-family dwelling units, which is an average of 2.85 persons per household, to determine the amount of excise tax to be paid to the Town for each new dwelling unit that is constructed in the Town to pay for the capital cost of infrastructure for Town parks and recreation, courts, police, general government, public works and transportation facilities (the "**Town Tax**").

q. Similarly, based on data from the U.S. Census Bureau, 2012 – 2016 American Community Survey, South Metro Fire Rescue Fire Protection District (the "Fire District") also uses a household occupancy rate of 3.13 persons per household for single-family detached, 1.99 persons per household for single-family attached and 1.87 persons per household for multiple-family dwelling units to determine the amount of excise tax to be paid to the Fire District for each new dwelling unit that is constructed in the Town to pay for the capital cost of infrastructure for fire and emergency services facilities (the "**Fire District Tax**").

r. The Douglas County School District RE-1 uses a household occupancy rate of .913 students per household to determine the amount of the school fee to be paid to the School District to pay for the capital construction of school facilities (the "**School Fee**").

s. The Approved Town Occupancy Limit, based on the U.S. Census and other data discussed above, accommodates all Family Households and 100% of Nonfamily Households in the Town, and allows the Town to approve a Residential Density that can be served by the Town, Water District, Fire District and School District.

CONCURRENT ANNEXATION AND RESIDENTIAL ZONING UNDER THE CHARTER

t. Under Section 15.9 of the Charter, the annexation and zoning of real property shall occur concurrently.

u. Between 1981 and 2024, the Town annexed and zoned approximately 282 parcels of land.

v. The areas of the Town that are zoned to allow single-family homes are contained within fifty-three (53) separate planned developments, which were legislatively approved by the Town Council through the exercise of its zoning authority concurrently with the annexation of these residential developments.

w. The number of residential units allowed within a planned development is subject to the zoning requirements of the Town, as contained in the Parker Land Development Ordinance, as applied by the Town Council, following notice and a public hearing and provide as follows:

1) There has been a significant change in the area surrounding the property since the date of the existing zoning;

2) The [zoning] application is consistent with the Master Plan;

3) There is a need for the type of development enabled by or proposed in connection with the [zoning];

4) The ground to be [zoned] is the correct size, topography, and site for the proposed development;

5) Adequate pedestrian, bicycle, and vehicular access and circulation routes exist to serve the proposed development, and any material adverse impacts on traffic circulation near the property will be mitigated to the maximum extent practicable;

6) The proposed development will not create material environmental impacts on the surrounding area or the Town as a whole, or demonstrates the mitigation of environmental impacts to the maximum extent practicable;

7) Additional municipal service costs will not be incurred which the Town is not prepared to meet; and

8) There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to serve the proposed development, or the applicant has agreed to provide any additional required capacity.

x. The Town does not provide waste and sewage disposal or water services in the Town.

y. The Water District is the primary provider of waste and sewage disposal and water services in the Town and provides service to the Town, pursuant to the September 24, 1990, intergovernmental agreement between the Town and the Water District (the "**Water Agreement**") and through separate annexation agreements between the District, the Town and the applicable landowner(s).

z. The Water Agreement, which provides "that any property which seeks annexation into the Town shall, if the same is legally eligible for inclusion into the [Water] District and if the property may be economically served by the [Water] District, simultaneously petition for inclusion into the [Water] District."

aa. As a condition to annexation, which condition is contained in the annexation agreement between the landowner, the Town and the Water District (the "**Annexation Agreement**"), a landowner is required to enter into an inclusion agreement with the Water District (the "**Inclusion Agreement**"), which requires the landowner to provide the Water District Dedication in an amount sufficient to service the Approved Residential Density legislatively authorized by the Town Council for the planned development through the exercise of its zoning authority at the time of annexation.

bb. The Town does not provide fire protection services in the Town.

cc. The Fire District provides fire protection services in the Town, using fire stations constructed on land dedicated by the landowner as a condition to annexation, which condition is contained in the Annexation Agreement. Fire stations are located and sized in part based upon the Approved Residential Density legislatively approved by the Town Council through the exercise of its zoning authority at the time of annexation. The landowner is also required to pay the Fire District Tax as a condition for development to pay its proportionate share of the capital cost of infrastructure for fire and emergency services facilities.

dd. The School District provides public education within the Town, using schools constructed on land dedicated by the landowner and the payment of the School Fee by the landowner for the capital construction of these schools as a condition to annexation, which conditions are contained in the Annexation Agreement. Schools are located and sized in part based upon the Approved Residential Density legislatively authorized by the Town Council through the exercise of its zoning authority at the time of annexation.

ff. The Town requires the dedication and construction of parks and trails by the landowner as a condition to annexation, which condition is contained in the Annexation Agreement. The parks are located and sized in part based upon the Approved Residential Density legislatively authorized by the Town Council through the exercise of its zoning authority at the time of annexation. The landowner is also required to pay the Town Tax as a condition for development to be used for Town parks and recreation facilities.

gg. The Town requires the dedication and construction of roads and bridges by the landowner as a condition to annexation, which condition is contained in the Annexation Agreement. The roads and bridges are located and sized in part based upon the Approved Residential Density legislatively authorized by the Town Council through the exercise of its zoning authority at the time of annexation. The landowner is also required to pay the Town Tax as a condition for development to be used for transportation facilities

ANNEXATION AGREEMENTS IMPLEMENT THE PHYSICAL DEVELOPMENT OF THE TOWN

hh. Each planned development that is legislatively approved by the Town Council through the exercise of its zoning authority is subject to an Annexation Agreement approved by the landowner, the Town and the Water District. The Annexation Agreement:

1) Identifies the planned development that is the subject of the Annexation Agreement.

2) Contractually limits the number of Single Dwellings within the planned development to the Approved Residential Density authorized by the Town Council through the exercise of its zoning authority.

3) Requires the landowner to provide the Water District Dedication, pursuant to the Inclusion Agreement, sufficient to serve the Approved Residential

Density authorized by the Town Council through the exercise of its zoning authority.

4) Requires the landowner to dedicate land to the Fire District for fire stations to be located and sized in part based upon the Approved Residential Density legislatively authorized by the Town Council through the exercise of its zoning authority at the time of annexation and pay the Fire District Tax.

5) Requires the landowner to dedicate land and the pay the School Fee to the School District for the capital construction of schools to be located and sized in part based upon the Approved Residential Density legislatively authorized by the Town Council through the exercise of its zoning authority at the time of annexation.

6) Requires the landowner to dedicate land and construct parks and trails to be located and sized in part based upon the Approved Residential Density legislatively authorized by the Town Council through the exercise of its zoning authority at the time of annexation and pay the Town Tax.

7) Requires the landowner to dedicate land and construct roads, bridges and sidewalks to be located and sized in part based upon the Approved Residential Density legislatively authorized by the Town Council through the exercise of its zoning authority at the time of annexation and pay the Town Tax.

8) Requires the landowner to dedicate land and construct regional drainage facilities to be located based on the topography of the planned development and sized in part based upon the Approved Residential Density legislatively authorized by the Town Council through the exercise of its zoning authority at the time of annexation.

ii. The Residential Density approved by the Town Council, in the exercise of its zoning authority at the time of the annexation of a residential planned development, is based on the ability of the Town and other public service providers to provide water, sewage disposal, transportation, including roads, bridges and sidewalks, schools, parks and trails, public safety, including fire protection and related emergency services, and other essential services as memorialized by the Annexation Agreement.

WATER, ANNEXATION AND INCLUSION AGREEMENTS ARE IMPAIRED BY HOUSE BILL 24-1152

jj. The U.S. Constitution, Article I, Section 10, Clause 1, provides that "no state … shall … pass any … law impairing the obligation of contract." The State of Colorado has a similar constitutional clause which provides that "[n]o … law impairing the obligation of contracts … shall be passed by the general assembly." See Colo. Consti. Art. II, Section 11.

kk. Colorado House Bill 24-1152 severely impairs the Water Agreement, Annexation Agreement, and Inclusion Agreement for each residential planned development, which agreements establish, as a matter of local concern, the Approved Residential Density that can be supported by the Town, Water District, School District, Fire District, and other public service providers, that provide essential services, including water, sewage disposal, transportation, including, roads, bridges and sidewalks, schools, parks and trails, fire protection and related emergency services, regional drainage facilities, and other essential public services.

ll. The use of "demonstrated health and safety standards, such as international building code standards, fire code regulations, or the Colorado Department of Public Health and Environment Wastewater and Water Quality Standards" to establish residential occupancy limits, as required by House Bill 24-1007, has no rational relationship to the actual average occupancy of Single Dwellings in the Town of Parker, based on the U.S. Census and other data discussed above, which data is used by the Town, Water District, Fire District, and other public service providers to determine (1) the capacity and infrastructure necessary to provide essential public services, and (2) the dedications (land, water and money), construction of the necessary infrastructure, and the payment of fees and taxes necessary to support the Single Dwellings that are part of the Approved Residential Density authorized by the Town.

mm. For example, the residential occupancy limit contained in the International Building Code referenced in House Bill 24-1007 is one person for every 200 square feet contained within a Single Dwelling, which equates to an occupancy limit of more than seventeen (17) persons for a 3500 square foot single family detached dwelling, which is the average size of this type of dwelling in the Town; almost six (6) times the actual average occupancy of Single Dwellings in the Town; and exponentially beyond the capacity and infrastructure needed to provide essential services to support the occupancy limit mandated by Colorado House Bill 24-1007.

nn. For all the reasons provided above, the Town has clearly articulated the "demonstrated [local] health and safety standards" that support the Town Standard for Occupancy Limits, albeit with standards that that are materially different from the State Standard for Occupancy Limits mandated by Colorado House Bill 24-1007.

THERE IS NO CAPACITY TO SERVE EXISTING SINGLE DWELLING UNITS BASED ON THE STATE STANDARD FOR OCCUPANCY LIMITS

oo. Colorado House Bill 24-1007 was purportedly adopted to increase the "availability of housing," using a contrived State Standard for Occupancy Limits, to increase the number of occupants allowed in existing Single Dwellings, without regard to the ability of home rule municipalities and other public service providers to provide additional essential public services to existing Single Dwellings.

pp. Under Colorado House Bill 24-1007 more than Sixteen Thousand One Hundred Sixty-One (16,161) existing single-family homes will be subject to the State Standard for Occupancy Limits, which taken to the extreme of one person for every 200 square feet contained within a Single Dwelling, far exceeds the ability of the Town and other public service providers to provide additional essential public services and will severely impact the availability and adequacy of water, sewage disposal, transportation, including roads, bridges and sidewalks, schools, parks and trails, public safety, including, fire protection and related emergency services, regional drainage facilities, environmental impacts associated with the Approved Residential Density.

Section 2. The Town Council hereby reaffirms its local legislative zoning decision to limit the number of people that can occupy Single Dwellings, as provided in Section 13.02.020 of the Parker Land Development Ordinance, based on the unique local circumstances and challenges faced by the Town, Water District, Fire District, School District, and other public service providers that provide essential services to the residents of the Town, and as such, it is a "demonstrated health and safety standard," even though this is not a "local" standard referenced in Colorado House Bill 24-1007.

Section 3. The Town Council hereby determines and declares that the Town, as a home rule municipality, exercised the power delegated to it by the Colorado Constitution to enact zoning ordinances, as a matter of purely local concern, and any conflict between the Town zoning ordinance that limit the number of people that can occupy Single Dwellings, as provided in Section 13.02.020 of the Parker Land Development Ordinance, and Colorado House Bill 24-1007 is resolved in favor of the Town as a matter of law.

Section 4. The Town Council hereby determines and declares that House Bill 24-1007, as applied to the Town, will severely impair the Water Agreement, Annexation Agreements, and Inclusion Agreements, which agreements establish, as a matter of local concern, the Approved Residential Density that can be supported by the Town, Water District, School District, Fire District, and other public service providers that provide essential services, and as such Colorado House Bill 24-1007 violates both the United States and Colorado Constitutions as a matter of law.

Section 5. The Town Council hereby determines and declares that the Town and other public service providers will not be able to provide additional essential public services for existing Single Dwellings in the Town, based on the State Standard for Occupancy Limits, including water, sewage disposal, transportation, including, roads, bridges and sidewalks, schools, parks and trails, fire protection and related emergency services, regional drainage facilities, and other essential services, and as a result, it is impossible for the Town to comply with Colorado House Bill 24-1007.

Section 6. For all the reasons provided above, the Town Council rejects the assertion that the subject matter of Colorado House Bill 24-1007 is a matter of mixed statewide and local concern and determines that Colorado House Bill 24-1007 is expressly superseded and preempted within the Town by the Parker Land Development Ordinance, specifically Section 13.02.010 of the Parker Land Development Ordinance.

Section 7. The Town Council hereby directs that Section 13.20.020 of the Parker Land Development Ordinance titled "Family," contain a reference to this Ordinance No. 1.645, Series of 2025.

Section 8. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 9. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2025.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2025.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Jamie Wynn, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date: April 21, 2025

Submitted By: Jim Tsurapas, Chief of Police

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.386 - First Reading**
A Bill for an Ordinance to Approve the Trust Agreement for Colorado Peace Officers Benefit Trust Concerning Cardiac Screenings and Other Recommended Testing

Department: **Police Department, Jim Prior**

Second Reading: **May 5, 2025**

EXECUTIVE SUMMARY

In 2024, the Colorado legislature passed HB 24-1219, which requires employers to participate in a trust to provide for law enforcement officer heart and other health scans. This ordinance approves the trust agreement for the Town's participation in the trust established pursuant to the bill.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In law enforcement, heart disease is among the leading killers of officers in the United States, both active duty and retired. To help combat this problem, the Colorado legislature passed HB 24-1219, which requires employers of peace officers to participate in a trust which will administer funds for heart and other preventative health scans for such officers. The trust will be partially funded by State funds and contributions from member organizations. This ordinance will approve the trust agreement, which enables the Town to participate in the trust and governs the terms by which the trust funds may be invested and administered. Upon the trust's establishment, the State funds will be released and the trust committee (which is composed of member representatives) shall begin allocating funds to provide the scans.

FINANCIAL IMPACT

There is a one-time membership fee of $100.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Ordinance No. 9.386

RECOMMENDED MOTION

I move to approve Ordinance No. 9.386 on first reading and to schedule second reading for May 5, 2025, as part of the consent agenda.

ORDINANCE NO. 9.386, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE TRUST AGREEMENT FOR COLORADO PEACE OFFICERS BENEFIT TRUST CONCERNING CARDIAC SCREENINGS AND OTHER RECOMMENDED TESTING

WHEREAS, under state law, specifically C.R.S. § 29-5-603, an employer as defined therein may participate in the Heart Testing Benefit Program to provide heart testing benefit in accordance with and subject to the requirements and limitations of Part 6, Article 5 of Title 29.;

WHEREAS, in order to provide such benefit, an employer, which includes municipality, county, district attorney, or state agencies that employ one or more peace officers is authorized to participate in a multiple-employer health trust;

WHEREAS, the Town Council of the Town of Parker has authority under Article XIV, § 18(2)(a) of the Colorado Constitution, and C.R.S. § 10-3-903.5, §§ 29-1-201, *et seq*., and § 29-5-403, as amended, to participate with other employers in a multiple-employer health trust for the provision of such benefit and for related claims handling, risk management, and other functions and services related to such benefit;

WHEREAS, the Town Council has reviewed the Trust Agreement for the Colorado Peace Officer Benefit Trust, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, by and through which the Members (as defined therein) desire to establish a trust (the "Trust") and provide a benefit plan that provides a peace officer benefit consistent with the provisions of Part 4 of Article 5 of Title 29, C.R.S., as specified in the Colorado Peace Officers Heart Testing Benefit Program (the "Plan");

WHEREAS, the Town Council finds that the payment of contributions into the Trust and Plan benefit for Peace Officers Benefit Trust satisfies important public purposes;

WHEREAS, the Members intend that the Trust, together with the Plan, shall constitute an irrevocable trust exempt from taxation under Internal Revenue Code § 115; and

WHEREAS, the Town Council finds that membership and participation in the Trust and Plan would be in the best interests of the Town, its employees, and its taxpayers; and

WHEREAS, the Town Council by this enactment desires to adopt and enter into the Trust Agreement for the Colorado Peace Officers Benefit Trust.

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

<u>Section 1</u>. The Town Council of the Town of Parker hereby approves the Trust Agreement for Colorado Peace Officers Benefit Trust concerning Cardiac Screenings and Other Recommended Testing, which is attached hereto as Exhibit A and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2025.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2025.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Jamie Wynn, Town Attorney

<u>EXHIBIT A</u>

TRUST AGREEMENT
FOR
COLORADO PEACE OFFICERS BENEFIT TRUST

January 01, 2025

TABLE OF CONTENTS

TRUST AGREEMENT

THIS TRUST AGREEMENT (this "Agreement") is entered by and between the undersigned Colorado state and local governmental entities (who, together with and any other Colorado governmental entities that becomes a participating Member under this Trust, are collectively the "Members") and the undersigned trustees constituting the "Trust Committee" for the Trust, as defined herein (the "Trust Committee").

WITNESSETH:

WHEREAS, the Members are exempt from federal income tax under the Internal Revenue Code of 1986, as amended, as a state or territory of the United States, or any political subdivision, municipality or agency thereof, or an agency of such political subdivision or municipality (including any corporation owned or controlled by any state or territory of the United States or by any political subdivision, municipality, or agency); and

WHEREAS, the Members desire by and through this Agreement to provide a benefit plan that provides heart and circulatory malfunction testing benefits consistent with the provisions of Part 6 of Article 5 of Title 29, Colorado Revised Statutes (C.R.S.), as amended, as specified in the Colorado Peace Officer Heart and Circulatory Testing Benefits Plan; and

WHEREAS, the Members desire for the Trust to accept funds that shall from time to time be paid over to the Trust Committee in accordance with the terms of this Agreement, together with the earnings and profits thereon, if any, and to hold the funds in trust (the "Trust") and to make disbursements from the Trust in accordance with the provisions of this Agreement and the Plan; and

WHEREAS, the Members desire to appoint the Trust Committee as a trustee to hold and administer the assets of the Plan in accordance with this Agreement; and

WHEREAS, the Trust Committee has agreed to serve as trustee of the trust established under this Agreement; and

WHEREAS, the Members intend that the Trust hereby established, together with the Plan, shall constitute an irrevocable trust exempt from taxation under Internal Revenue Code § 115; and

WHEREAS, the Members intend that the Trust hereby established, together with the Plan, shall constitute a multiple employer health and behavioral trust for the purposes of Part 6 of Article 5 of Title 29, C.R.S.

NOW, THEREFORE, the Members and the Trust Committee hereby mutually covenant and agree as follows:

ARTICLE I
DEFINITIONS

The following words and phrases, when used herein with an initial capital letter, shall have the meanings set forth below unless a different meaning plainly is required by the context. Any reference to a section number shall refer to a section of this Agreement unless otherwise specified.

1.1 **Administrator** means the person, committee or entity appointed by the Trust Committee to serve as plan administrator of the Plan. The Administrator shall be retained by the Trust Committee and shall administer the Plan pursuant to an administrative services agreement entered into between the Administrator and the Trust Committee.

1.2 **Authorized Investment** has the same meaning as in Section 6.3.

1.3 **Code** means the Internal Revenue Code of 1986, as amended.

1.4 **Custodian** means any Bank, which shall serve as custodian for the Trust Fund. To the extent any assets are held by any custodian such party shall also be considered a Custodian for the Trust. Any Custodian must be an eligible public depository, pursuant to C.R.S. § 11-47-103(6), as amended, and otherwise comply with the Savings and Loan Association Public Deposit Protection Act, C.R.S. § 11-47-101, *et seq*., as amended.

1.5 **Enrolled Employer** means an employer, as defined by C.R.S. § 29-5-603(1), as amended, that enrolls its Participant employees for the Peace Officer cardiac testing program but is not a full participating Member under this Trust pursuant to Article VIII, below.

1.6 **Fiscal Year** means the accounting year of the Trust, which shall commence on January 1 of each calendar year and end on December 31 of the following year.

1.7 **Investment Committee** means the person, committee or entity appointed in accordance with the terms of the Trust to make and effect investment decisions under the Plan and Trust. Unless the Trust Committee appoints an Investment Committee, the Trust Committee shall be deemed to be the Investment Committee.

1.8 **Investment Fund** means any of the separate funds established by the Investment Committee for the investment of Plan assets.

1.9 **Investment Manager** means any person, corporation or other organization or association appointed by the Trust Committee pursuant to the terms of Section 4.1 to manage, acquire, or dispose of the assets of an Investment Fund.

1.10 **Members or Member** means an employer, as defined by C.R.S. § 29-5-603(1), as amended, that becomes an eligible employer under this Trust pursuant to Article VIII, below.

1.11 **Member Representative** means that person who has been designated in writing by a Member as its representative to the Trust.

1.12 **Participant** means: a Peace Officer of the Member or Enrolled Employer; as defined by C.R.S. §16-2.5-101 (1) as amended, that has not yet properly enrolled its Participant employees in the program.

1.13 **Plan** means the Colorado Peace Officer Heart and Circulatory Testing Plan, set forth in Part 6 of Article 5 of Title 29, Colorado Revised Statutes, and in the Plan Summaries of Benefits as such Plan may be amended from time to time.

1.14 **Trust** means the trust established by this Agreement.

1.15 **Trust Committee** means the Trust Committee appointed pursuant to Section 3.1 of this Trust Agreement, acting as a group or body.

1.16 **Trust Fund** means the total amount of cash and other property held in the Trust under this Agreement.

1.17 **Trustee** means the Trust Committee members and their successors as provided by this Agreement.

ARTICLE II
ESTABLISHMENT OF THE TRUST

2.1 **Trust Established**. The Members hereby establish with the Trust Committee, as a funding medium for the Plan, a Trust consisting of the Trust Fund and such earnings, profits, increments, additions, and appreciation thereto and thereon as may accrue from time to time.

2.2 **Limit of Interest - Impossibility of Diversion**. It shall be impossible at any time for any part of the Trust to be used for or diverted to purposes other than for the exclusive benefit of the Participants covered under the Plan, except that the payment of administration expenses may be made from Trust funds as hereinafter provided. Funds of the Trust may not be transferred to any other account or fund of a Member.

2.3 **Trust Committee's Acceptance**. The Trust Committee accepts the Trust hereby created and agrees to perform the duties hereby required of the Trust Committee.

ARTICLE III
TRUSTEES AND SUCCESSOR TRUSTEES

3.1 **Trustees.** The Trust shall be administered by the Trust Committee. The Trust Committee shall be comprised of five (5) individual Trustees; provided, however, that the Trust Committee shall be deemed duly constituted and may commence operations of the Trust upon seating of and execution of this Agreement by three (3) initial Trustees. Each Trustee must be a Participant and current employee of a Member. Trustees shall be appointed by the membership from among the following:

(a) One Trustee who is a Member Representative from a Sheriff Peace Officer Agency having less than fifty officers;

(b) One Trustee who is a Member Representative from a Sheriff Peace Officer Agency having more than fifty officers ;

(c) One Trustee who is a Member Representative from a municipal Peace Officer Agency having less than fifty officers ;

(d) One Trustee who is a Member Representative from a municipal Peace Officer Agency having more than fifty officers ; and

(e) One Trustee who is a Member Representative and Peace Officer of the Colorado state Patrol.

Nominations for Trustees from the Members shall be made by the respective elected governing body of the Member and be submitted to the Administrator at such time as the Administrator may provide. Terms of the Trustees shall be three-years, overlapping terms or until their successors have been appointed, except that in the initial appointment of Trustees, one of them shall serve an initial term of no less than one year, two of them shall serve an initial term of no less than two years and two of them shall serve an initial term of no more than three years so as to establish the staggering of terms. The term shall begin on a July 1, and end at midnight on a June 31, except that the initial Trustees' terms shall begin upon the formation of the Trust.

A vacancy shall occur on the Trust Committee when a Trustee (1) submits a written resignation to the Trust Committee; (2) dies; (3) ceases to be a Participant; (4) ceases to be a Member Representative, (5) fails to attend three consecutive regular meetings of the Trust Committee without the Committee having entered upon the record its proceedings an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness; or (6) is convicted of a felony. Any vacancy on the Trust Committee shall be filled by appointment by the Trust Committee for the unexpired portion of the term. Upon appointment and written acceptance thereof, a successor Trustee shall have all the title, rights, powers and privileges and duties conferred or imposed upon the initial or predecessor Trustee.

3.2 **Successor Trustees.** No successor Trustee need examine the accounts, records, and acts of any previous Trustee of any allocation of the Trust assets, nor shall such successor Trustee be responsible for any act or omission to act on the part of any previous Trustee. All Trustees and their successors from time to time acting under this Agreement shall have all the rights, powers and duties of the initial Trustees named in this Agreement, unless this Agreement is amended to provide otherwise.

3.3 **<u>Compensation</u>.** The Trustees shall receive no compensation for their services rendered under this Agreement other than any compensation as an employee of a particular Member. The Trust Committee may adopt policies to reimburse Trustees for actual meeting and travel expenses and attendance at the Trust Committee meetings and other properly incurred expenses on Trust matters.

3.4 **<u>Chair and Officers; Sub-Committees</u>.** The officers of the Trust Committee shall be the chair, vice chair and secretary. The officers shall be appointed by the Trust Committee from among its members. Appointment of officers shall occur at the first meeting of the Trustee Committee each year. The Trust Committee may establish sub-committees necessary or appropriate to the exercise of its powers.

3.5 **<u>Meetings</u>.** The Trust Committee shall determine the time and place of its regular meetings. Special meetings of the Trust Committee may be called by the chair or by three (3) Trustees. The Trustees shall be provided with at least ten (10) days prior written notice designating the time, place and agenda of a regular meeting and three (3) days prior written notice designating the time, place and agenda of any special meeting. The manner of giving notice of meetings may include, without limitation, service by electronic mail to the Trustee's e-mail address. Regular and special meetings of the Trust Committee may be held in person, telephonically, virtually, electronically communicated consent, or by other remote methods, or by a combination of these methods. Any meeting at which all Trustees are present in person or by remote methods, or concerning which all Trustees have waived notice in writing, shall be a valid meeting without the requirement to provide any notice. All meetings shall be in compliance with the Colorado Open Meetings Law set forth at C.R.S. § 24-6-401, *et seq*.

3.6 **<u>Proxy</u>.** Any Trustee may duly authorize in writing another Trustee to cast a vote on one (1) or more specific matters to be voted on at a meeting, on behalf of such Trustee. Such a Proxy shall count as attendance for the purpose of a quorum. Any such written authorization must specify the matter or matters and be given for a specific meeting and may not carry over to subsequent meetings.

3.7 **<u>No Delegates</u>.** A Trustee and/or the Trustee's Member Representative may not appoint a delegate to serve in his or her place.

3.8 **<u>Quorum and Voting</u>.**

(a) To constitute a quorum at any regular or special meeting of the Trust Committee and for any action to be valid at such meeting, there must be present electronically or in person or by proxy a majority of the appointed Trustees

(b) Valid actions at meetings at which a quorum is present require the affirmative vote of a simple majority of those Trustees present and voting, except where an absolute majority is expressly required. Each Trustee shall cast his or her vote on each matter upon which action is taken, except where abstention from voting is required because of conflict of interest.

(c) To approve the following items, an absolute majority vote (as defined below) is required:

(1) Annual budget;

(2) Incurring any debt other than liabilities in the ordinary course of business; and

(3) Settling any litigation involving the Plan or Trust.

An absolute majority vote is the affirmative vote of at least four (4) Trustees.

3.9 **Conflicts of Interest.** Trustees should avoid the appearance of impropriety. A Trustee shall exercise care that the Trustee's independent judgment in the discharge of Trust Committee responsibilities is not impaired as a result of conflicts between the interests of the Trust and the Trustee's own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee's family or associates. A Trustee shall not vote or decide upon any matter relating solely to himself or herself or vote in any case in which his or her individual right or claim to any benefit under the Plan is particularly involved or in which he or she otherwise has a conflict of interest. In the event that a Trustee believes that he or she has a conflict of interest, the Trustee shall disclose the conflict to the Trust Committee and shall refrain from participating in the matter to which the conflict relates. The minutes of the meeting where the disclosure is made shall reflect the disclosure and the fact of the Trustee having abstained from participation in the matter. A Trustee shall not use confidential information acquired in the course of the performance of Trust Committee responsibilities to further that Trustee's own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee's family or associates.

3.10 **Office Location and Meeting Place.** All meetings of the Trust Committee shall be held virtually or at a place designated annually by the Trust Committee.

3.11 **Agent for Service of Legal Process.** The designated agent for service of legal process shall be, Stephen Weinstein of Spencer Fane 1700 Lincoln St # 2000, Denver, CO 80203 or any successor agent as the Trust Committee shall designate.

3.11 3.12 **Rules and Regulations.** The Trust Committee shall have the power at any regular or special meeting to adopt rules, regulations, and policies for the administration of the Trust, and for the conduct of the affairs of the Trust Committee. Any rules, regulations, and policies of the Trust Committee shall be consistent with the written provisions of the Trust Agreement and shall be binding upon all persons dealing with the Trust and upon any and all persons claiming any benefits under the Plan.

ARTICLE IV
DUTIES OF TRUST COMMITTEE

4.1 **Duties.** It shall be the duty of the Trust Committee:

(a) **Receipt of Funding or Contributions.** To receive any contributions paid to it under this Agreement in cash or in other property acceptable to the Trust Committee. The Trust Committee shall not be responsible for the calculation or collection of any contribution required to be paid by the Member to the Trust under the Plan but shall be responsible only for property actually received by it pursuant to this Agreement.

(b) **Management of Funds.** To hold, invest, reinvest, manage and administer (except as otherwise provided herein) all contributions so received, together with the income therefrom and any other increment thereon, for the benefit of Participants and their Beneficiaries in accordance with the terms of this Agreement.

(c) **Payments.** To direct payments under the Plan; provided, however, that the Trust Committee may rely upon the directions received from the Administrator, and the Administrator hereby indemnifies the Trust Committee from any loss, claim, damage or liability, including legal expenses, that may arise in connection with the Trust Committee's acting upon such direction.

(d) **Appointment of Administrator.** To appoint such person, committee or entity as the Trust Committee shall determine to serve as Administrator of the Plan, and to contract with the Administrator for provision of its services. The Trust Committee shall have the power to terminate the appointment of the Administrator upon written notice with or without cause.

(e) **Appointment of Investment Committee.** To appoint as the Investment Committee such person, committee or entity as the Trust Committee shall determine to make and effect investment decisions under the Plan and Trust; provided, however, that the Trust Committee may appoint itself as the Investment Committee.

ARTICLE V
INVESTMENT OF TRUST ASSETS

5.1 **General Investment Power/Investment Funds.**

(a) **Authority of Investment Committee.** Except as provided in Sections 5.2 and 5.3, the Investment Committee shall have all authority and responsibility for the management, disposition and investment of the Trust Fund, and the Trust Committee shall comply with directions of the Investment Committee. The Investment Committee shall not issue any directions that are in violation of the terms of the Plan or this Agreement.

(b) **Investment Funds.** The Trust may be divided into one or more separate Investment Funds, the number, makeup, and description of which shall be determined from time to time by the Investment Committee. The Trust Committee shall implement, terminate, value, transfer to and from and allocate the gains, losses, and expenses among the Investment Funds in accordance with the proper directions of the Investment Committee, the Administrator, or their delegates, and, to the extent applicable under the terms of this Agreement, the directions of Investment Managers.

(c) **Funding Policy.** The Trust Committee shall have responsibility for selecting or establishing and carrying out a funding policy and method, consistent with the objectives of the Plan. The Trust Committee shall be responsible for the proper diversification of the Trust Fund, for the prudence of any investment of Trust assets consistent with the Colorado Uniform Prudent Investor Act, C.R.S. § 15-1.1-113, *et seq*., as amended., for compliance with statutory limitations on the amount of investment in securities, and for assuring that any such investments meet the requirements of State law.

5.2 **Investment Managers.**

(a) **Appointment.** The Investment Committee may, but shall not be required to, appoint one or more Investment Managers to manage the assets of all or any one or more of the Investment Funds.

Each such Investment Manager must be one of the following: (i) registered as an investment adviser under the Investment Advisers Act of 1940; (ii) a bank, as defined in such Act; or (iii) an insurance company qualified to perform the services of Investment Manager under the laws of more than one state.

The Investment Committee shall obtain from any Investment Manager so appointed by it a written statement acknowledging all of the following: (i) that such Investment Manager is or on the effective date of its appointment will become a fiduciary with respect to the Trust assets under its management; (ii) certifying that such Investment Manager has the power to manage, acquire or dispose of Trust assets in the manner contemplated by the contract or other written instrument by which its appointment is or will be effected; and (iii) certifying that it is either an investment adviser, a bank, or an insurance company which is qualified to be appointed as an Investment Manager under this Agreement.

(b) **Contractual Arrangement.** The Investment Committee shall enter into a written contract or agreement with each such Investment Manager in connection with its appointment as such, and such contract shall be subject to such terms and conditions and shall grant to the Investment Manager such authority and responsibilities in the management of the applicable Investment Fund assets as the Investment Committee deems appropriate under the circumstances. Without limiting the generality of the foregoing, such contract may establish investment objectives for the assets of the Investment Fund(s) under the management of the Investment Manager and may limit the types of assets that may be acquired or held by such Investment Fund(s).

(c) **Trust Committee's Duties.** With respect to each Investment Fund the management of which has been delegated to an Investment Manager, the Trust Committee shall follow and carry out the instructions of the appointed Investment Manager with respect to the acquisition, disposition, and reinvestment of assets of such Investment Fund, including instructions relating to the exercise of all ownership rights in such assets.

(d) **Failure to Direct.** In the event that an appointed Investment Manager shall fail to direct the Trust Committee with respect to investment of all or any portion of the cash held in an Investment Fund under its management, the Trust Committee shall invest such cash only when and as directed by the Investment Committee.

(e) **Termination of Appointment.** The Investment Committee shall have the power to terminate the appointment of an Investment Manager upon written notice with or without cause. Upon the termination of the appointment of an Investment Manager, the Investment Committee shall (i) appoint a successor Investment Manager with respect to the Investment Fund(s) formerly under the management of the terminated Investment Manager, (ii) direct the Trust Committee to merge or combine such Investment Fund(s) with other Investment Fund(s) or Trust assets, or (iii) direct the Trust Committee to invest the assets of such Investment Fund as the Investment Committee deems appropriate in accordance with the existing funding policy.

5.3 **Manner and Effect of Directions.**

(a) **Delegation of Authority to Custodian.** The Custodian is delegated the authority and responsibility for receiving and carrying out the directions of the Trust Committee, the Administrator, the Investment Committee, any Investment Manager, or their designees. With respect to any assets held by a party other than Trust Committee, the Trust Committee is authorized and directed to delegate to the Custodian the authority and responsibility for receiving and carrying out the directions of the Investment Committee, any Investment Manager, or their designees. The Trust Committee is authorized and directed to enter into such agreements with another Custodian as are deemed necessary or appropriate to effect such delegation.

5.4 **Authorization of Designee(s).** The Administrator and the Investment Committee may each appoint one or more designees to act on their behalf. If a designee (or designees) is appointed, the appropriate committee shall furnish the Trust Committee with written documentation of the appointment and a specimen signature of each designee. The Trust Committee shall be entitled to rely upon such documentation until the Trust Committee is otherwise notified in writing.

ARTICLE VI
POWERS OF TRUST COMMITTEE

6.1 **General Authority.** In accordance with the directions of the Investment Committee and any Investment Managers as provided in Article V, the Trust Committee shall receive, hold, manage, convert, sell, exchange, invest, reinvest, disburse and otherwise deal with the assets of the Trust, including contributions to the Trust and the income and profits therefrom, without distinction between principal and income and in the manner and for the uses and purposes set forth in the Plan and as hereinafter provided.

62 **Specific Powers.** In the management of the Trust, the Trust Committee shall have the following powers in addition to the powers customarily vested in trustees by law and in no way in derogation thereof; provided, all such powers shall be exercised only upon and in accordance with the directions of the Investment Committee and, to the extent applicable, any duly appointed Investment Managers:

(a) **Purchase of Property.** With any cash at any time held by it, to purchase or subscribe for any Authorized Investment (as defined in Section 6.3) and to retain the same in trust.

(b) **Disposition of Property.** To sell, exchange, transfer or otherwise dispose of any property at any time held by it.

(c) **Retention of Cash.** To hold cash without interest in administrative accounts for contribution and distribution processing in such amounts as may be reasonable and necessary for the proper operation of the Plan and the Trust.

(d) **Exercise of Owner's Rights.** The Members acknowledge and agree that the Trust Committee shall have the right or power to vote proxies appurtenant to securities that it holds. The Members acknowledge and agree that the Trust Committee shall have the power to make any review of, or consider the propriety of, holding or selling any assets held in the Trust Fund in response to any tender offer, conversion privilege, rights offering, merger, exchange, public offering and/or any proxy action for any of such assets.

(e) **Registration of Investments.** To cause any bond or other security or other property held as part of the Trust to be registered in its own name or in the name of one or more of its nominees; provided, the books and records of the Trust Committee shall at all times show that all such investments are part of the Trust.

(f) **Borrowing.** To the extent permitted by Colorado State law and at the direction of the Investment Committee, to borrow or raise money for the purposes of the Trust in such amounts, and upon such terms and conditions, as determined by the Investment Committee; and, for any sum so borrowed, to issue its promissory note as Trust Committee and to secure the repayment thereof by pledging all or any part of the Trust Fund to the extent permitted by State law; and no person lending money to the Trust Committee shall be bound to see to the application of the money lent or to inquire into the validity, expediency or propriety of any such borrowing.

(g) **Purchase of Contracts.** To apply for, purchase, hold, transfer, surrender and exercise all incidents of ownership of any insurance, re-insurance, excess or stop loss insurance or annuity contract that the Trust Committee determines or the Investment Committee directs it to purchase or that is necessary or appropriate to carrying out the purposes of the Plan.

(h) **Execution of Instruments.** To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments, which may be necessary or appropriate to carry out the powers herein granted.

(i) **Settlement of Claims and Debts.** To settle, compromise or submit to arbitration any claims, debts, or damages due or owing to or from the Trust, to commence or defend suits or legal or administrative proceedings and to represent the Trust in all suits and legal and administrative proceedings.

(j) **Establish Rules and Polices.** To establish, to the extent consistent with this Agreement and the Plan, rules, and policies necessary or appropriate to the administration of the Trust or the carrying out of the powers herein granted.

(k) **Trustee Insurance.** To purchase on behalf of the Trust Committee and the Investment Committee, trustees' errors and omissions insurance or similar coverage in such amounts as are recommended by a licensed insurance broker for benefit plans and a trust of similar size and purpose.

(l) **Risk Management.** To establish reasonable risk management policies and procedures.

(m) **Delegation.** To delegate in writing fiduciary responsibilities or ministerial powers and duties to such officers, agents, representatives, and independent contractors as determined desirable, provide such delegation does not conflict with the provisions of this Agreement or the Plan.

(n) **Employment of Agents, Advisers and Counsel.** To employ suitable agents, actuaries, auditors, accountants, investment advisers, brokers, and counsel, and to pay their reasonable expenses and compensation.

(o) **Appointment of Custodian.** The Trust Committee shall designate a custodian to hold Trust assets. The Trust Committee may change the custodian upon an affirmative vote of three (3) Trustees.

(p) **Statutory Provisions**. To exercise powers and carry out obligations provided for in Part 6 of Article 5 of Title 29, C.R.S., in matters relating to the administration of the Plan and Trust, upon such terms and conditions as it may deem in the best interest of the Trust.

(q) **Power to do any Necessary Act.** To do all acts which it may deem necessary or proper and to exercise any and all powers under the Plan and this Agreement upon such terms and conditions as it may deem in the best interests of the Trust.

6.3 **Authorized Investments.**

(a) **General Definition.** "Authorized Investment" as used in this Article VI means the legal investments of public funds as set forth in C.R.S. § 24-75-601.1, as amended, and further governed by C.R.S. § 24-75-601, et seq., as amended.

(b) **Responsibility for Compliance.** The responsibility for determining whether any investment of Trust assets complies with the terms of this Agreement and applicable law shall lie solely with the Trust Committee.

ARTICLE VII
CONTRIBUTIONS TO THE TRUST FUND

7.1 **Member Contributions.** Subject to the limitations of this Agreement, each Member shall pay or cause to be paid contributions to the Trust at such times and in the amounts determined by the Trust Committee as are necessary to ensure funding of the Trust is sufficient, that operation of the Trust is not hazardous to the public or Participants or which the Trust Committee otherwise deems beneficial to protect the financial condition of the Trust. The Trust Committee shall establish Member contributions consistent with this Agreement, the Plan and any guidelines consistent with this Agreement and the Plan as established by the Trust Committee from time-to-time. The amount of state funding provided to the Trust as a payment for the direct costs of the program as required by C.R.S. § 29-5-604(3) is the statutorily required base contribution for the operation of the Peace Officer cancer testing benefit program.

7.3 **Reports.** The Trust Committee shall provide reports needed for purposes of administration of this Agreement and the Plan.

ARTICLE VIII
PARTICIPATION, WITHDRAWAL AND OBLIGATIONS OF MEMBERS

8.1 **Participation in Trust by Members.** New Members may participate in the Trust, subject to the approval of the Trust Committee, and their participation shall be effective as of the acceptance by the Trust Committee or such other date as determined by the Trust Committee. Participation in the Trust is limited to those employers who are Peace Officer governmental entities participating for the public purposes set forth in Part 6 of Article 5 of Title 29, C.R.S., and a Member may participate in the Trust for any or all such programs. The Trust Committee may reject requested participation by any additional Eligible Employer for any reason.

To participate in the Trust, a Member must properly adopt and enter into this Trust Agreement, which shall be evidenced by providing to the Trust Committee: (i) a certified copy of the resolution or ordinance or other official action of the governing body of the Member approving and entering into this Trust Agreement, and (ii) a signed counterpart original of this Trust Agreement duly executed by presiding officer of the governing body or other authorized officer of the Member.

To participate in the Trust for heart testing pursuant to Part 6 of Article 5 of Title 29, C.R.S as non-Member, an Enrolled Employer must properly enroll its Participant employees, using forms and procedures developed by the Trust Administrator, and with the formal acknowledgment of enrollment by the Trust Committee thereafter. However, this paragraph is not intended to exclude any Participant from accessing behavioral health program services; therefore, if the employer, as defined by C.R.S. § 29-5-603(1) has not yet enrolled before a Participant seeks Heart testing health program services, the Trust Administrator may provide services subject to later verification and proper enrollment.

8.2 **Withdrawal by Member.** A Member may withdraw from participation in the entire Trust on the following terms and conditions:

(a) Except as provided in this Section, any Member which intends to withdraw from participation in the Trust must give at least ninety (90) days advance written notice to the Trust Committee. Upon a Member's withdrawal from the Trust, any Trustees who are employees of such Member shall no longer serve as Trustees.

(b) Effective upon the actual date of withdrawal by a Member the Member will forfeit all rights to unused allocated or unallocated funds of the Trust.

8.3 **Successors and Assigns.** Upon approval of the Trust Committee, a participating Member may transfer or assign its participation in the Trust to any successor in interest, whether by merger, consolidation, reorganization, restructuring, transfer of employees, or dissolution, creation or consolidation of Member entities or governing boards or otherwise.

8.4 **Powers of Members.** In addition to powers herein vested in the Members, the Members shall have the power to:

(a) Amend the Trust Agreement by a two-thirds (2/3) vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least forty-five (45) days in advance of any vote on the amendment.

(b) Terminate the Plan and disburse its assets by a two-thirds (2/3) vote of all Members, pursuant to such notice and in keeping with such procedure as shall be established by the Trust Committee. In the case of such a vote, termination of the Plan shall be pursuant to provisions of Article X.

8.5 **Meetings of the Members.** Meetings of the Members shall be held as follows:

(a) Members shall meet in person or virtually at least once annually at a time and place to be set by the Trust Committee, with notice mailed to each Member and a courtesy notice to each Enrolled Employer at least thirty (30) days in advance.

(b) Special meetings of the Members may be called by the Trust Committee upon its own motion and shall be called by the Trust Committee upon written request of thirty (30) percent of the Members, with notice mailed to each Member and a courtesy notice to each Enrolled Employer at least thirty (30) days in advance.

(c) The chair of the Trust Committee shall preside at the meetings; the vice chair shall preside in the absence of the chair.

(d) Thirty percent (30%) percent of the Members shall constitute a quorum to conduct business.

(e) Except for action to terminate the Plan, proxy voting shall be allowed for quorum and voting, pursuant to such procedures as the Trust Committee may determine. Each Member shall be entitled to one vote on each issue, to be cast by its Member Representative.

8.6 **Member and Obligations.** In addition to the other provisions, hereof, each Member specified in a subsection, shall have the obligation to:

(a) Pay all contributions or other payments to the Trust at such times and in such amounts as shall be established by the Trust Committee. Any delinquent payments shall be paid with interest pursuant to a policy established by the Trust Committee and uniformly applied.

(b) Designate in writing a Member Representative and one or more alternates for the Members' meetings. The Representative and any alternate shall be an employee of the Member, except as provided in Section 3.1, and may be changed from time to time. Any alternate may exercise all the powers of the Representative during a Member meeting in the absence of the Member Representative.

(c) Allow the Trust Committee and Administrator and their agents reasonable access to records of the Member as required for the administration of Plan and Trust.

(d) Cooperate fully with the Trust Committee and Administrator and their agents in matters relating to the administration of the Plan and Trust and the administration and coordination of benefits under the Plan.

(e) Allow the Trust Committee to make decisions regarding, and to designate attorneys to represent the Member in, the investigation, settlement and litigation of any claim for reimbursement within the scope of benefits or program furnished through the Plan.

(f) Comply, both Members with the benefits or program administration, grant reimbursement handling and related policies established by the Trust Committee.

ARTICLE IX
ADMINISTRATION

9.1 **Accounting.**

(a) **Books and Records.** The Administrator generally shall be responsible for keeping accurate and detailed records of all investments, receipts and disbursements and other transactions hereunder, including such specific records as shall be required by law and such additional records as may be agreed upon in writing between the Administrator and the Trust Committee. The Trust shall financially account separately for the following, but separate audits or financial statements are not required: any contributions, available deposits, and estimated funding needs from state funds made for the cardiac testing benefits program pursuant to Part 6 of Article 5 of Title 29, C.R.S. All books and records relating thereto shall be open to inspection and audit at all reasonable times by any person or persons designated by the Administrator, the Member, or the Investment Committee. The Trust Committee shall promptly provide copies of such books or records to any persons designated by the Administrator.

(b) **Accounting.** Following the close of each Plan year of the Plan, or more frequently as the Trust Committee and the Administrator may agree, the Trust Committee, with the assistance of the Administrator, shall cause to be prepared a written statement setting forth all investments, receipts, disbursements, and other transactions effected during such year or during the period beginning as of the close of the last preceding year. Except as may be required by statute or by regulations published by State or federal government agencies with respect to reporting and disclosure, as may be required pursuant to the terms of the Plan or this Agreement or as reasonably may be requested by a majority of the Members or the Investment Committee, no person shall have the right to demand or to be entitled to any further or different accounting by the Trust Committee.

(c) **Release.** Except with regard to claims of breach of fiduciary duty, upon the expiration of 90 days from the date of presentation to the Members of such annual or other statement, the Trust Committee shall forever be released and discharged from any liability or accountability to anyone as respects the propriety of its acts or transactions shown in such account, except with respect to any acts or transactions as to which, within such 90-day period, a Member whose interest is affected by such act or transaction shall file with the Trust Committee its written disapproval. In the event such a disapproval is filed, and unless the matter is compromised by agreement of the Trust Committee, the Trust Committee shall file its statement covering the period from the date of the last annual statement to which no objection was made in any court of competent jurisdiction for audit or adjudication. The applicable statutes of limitation shall be available to the Trust Committee in the event of a claim of breach of fiduciary duty.

(d) **Valuations.** The Trust Committee shall designate a party to be responsible for valuations of assets of the Trust for which prices are not readily available on a nationally recognized securities exchange.

(e) **<u>Reliance on Administrator</u>.** The Trust Committee shall be entitled to rely on the Administrator and any Custodian, other than Trust Committee, for the maintenance and provision of all records specified in this Section.

9.2 **<u>Expenses</u>.** The expenses incurred by the Trust Committee in the performance of its duties hereunder, including fees for legal and other services rendered and all other proper charges and disbursements of the Trust Committee, that may be levied or assessed under existing or future laws upon or in respect of the Trust or any money, property or security forming a part of the Trust Fund, shall be paid by the Trust Committee from the Trust Fund, and the same shall constitute a charge upon the Trust Fund. To the extent the Member pays any expenses that are properly payable from the Trust Fund, the Trust Committee shall reimburse the Member that has made payment from the Trust Fund if requested to do so by the Member.

ARTICLE X
AMENDMENT OF TRUST; TERMINATION OF PLAN

10.1 **<u>Amendment of Trust</u>.**

(a) **<u>Right to Amend</u>.** The Members may amend this Agreement at any time or from time to time by the affirmative vote of two-thirds (2/3) of all Members, and any such amendment by its terms may be retroactive. An amendment shall require compliance with the terms of Section 8.4(a). An adopted amendment shall become effective upon the date specified in the ballot approved by the Members, without necessity of further written consent or signatures by the Members. Upon adoption of any amendment, the Trust Committee shall cause a current copy of this Agreement to be sent to each Member.

(b) **<u>Exclusive Benefit</u>.** Notwithstanding the foregoing, no amendment shall be made which would authorize or permit any assets of the Trust Fund, other than such assets as are required to pay administration expenses, to be used for or diverted to purposes other than the exclusive benefit of Participants or Beneficiaries.

10.2 **<u>Termination of Plan</u>.** The Trust shall continue for such time as may be necessary to accomplish the purposes for which it was created and shall terminate only upon the complete distribution of the Trust. The Trust may be terminated as of any date (and shall in fact terminate upon the complete distribution of the funds of this Trust on such date or thereafter) by unanimous vote of the Trust Committee and approval by a two-thirds (2/3) vote of all Members. Upon termination of the Trust, provided that the Trust Committee has not received instructions to the contrary, the Trust Committee shall liquidate the Trust and, after paying the reasonable expenses of the Trust, including expenses involved in the termination, distribute the balance thereof according to the written directions of each

Member for the provision of benefits similar to those provided under the Plan for the benefit of each such Member's Participants and Beneficiaries covered thereunder; provided, however, that the Trust Committee shall not be required to make any distribution until the Trust Committee is reasonably satisfied that adequate provision has been made for other outstanding payment obligations; and provided, further, that in no event shall any distribution be made by the Trust Committee until the Trust Committee is reasonably satisfied that the distribution will not be contrary to the applicable provisions of the Plan dealing with termination of the Plan and the Trust.

10.3 **Final Accounting.** At such time as the Trust is terminated, the Trust Committee shall render a final accounting of the affairs of the Trust to each participating Member, and thereafter there shall be no claim or action against the Trust Committee or any Trustee, and they shall have no further responsibilities or duties and shall be discharged.

ARTICLE XI
MISCELLANEOUS

11.1 **Nonalienation of Benefits.** Neither the benefits payable from the Trust Fund nor any interest in any of the assets of the Trust Fund shall be subject in any manner to the claim of any creditor of a Participant, or Beneficiary or to any legal process by any creditor of such Participant, or Beneficiary; and neither a Participant nor any Beneficiary shall have any right to alienate, commute, anticipate or assign any right to benefits payable from or any interest in the Trust, except as provided in the Plan.

11.2 **Benefit.** Except as otherwise provided in the Plan and this Agreement, no part of the Trust hereunder shall be used for or diverted to any purpose other than for the benefit of Participants and Beneficiaries or the payment of expenses as herein provided.

11.3 **Effect of Plan.** The Trust Committee is not a party to the Plan, and in no event shall the terms of the Plan, either expressly or by implication, be deemed to impose upon the Trust Committee any power or responsibility other than as set forth in this Agreement. In the event of any conflict between the provisions of the Plan and this Agreement, this Agreement shall be deemed to be incorporated into and be a part of the Plan, and the terms of this Agreement shall control over any inconsistent terms of the Plan not contrary to State law.

11.4 **Dispute Resolution.**

(a) Disputes arising in relation to benefits under the Plan shall be resolved in accordance with the procedures established in the Plan.

(b) The parties to this Agreement (each, a "party") are mutually committed to collaborative problem solving for resolving issues that may arise among or between them concerning this Agreement. In the event of a dispute, the complaining party may notify the other party of the dispute in writing and each party to the dispute will each appoint a representative to negotiate in good faith to resolve the dispute.

These negotiations between representatives of the parties shall continue until the earliest of: (a) the time the dispute has been resolved; (b) the designated representatives have concluded that continued negotiation does not appear likely to resolve the dispute; or (c) sixty (60) days from the date of written notice of the dispute. If the dispute is not resolved through direct negotiations, the parties may, with the consent of all parties, attempt to settle any dispute arising out of or related to this Agreement through mediation. Unless otherwise agreed by the parties, mediation shall proceed as follows: The parties may agree on a mediator. If they are unable to agree on a mediator within sixty (60) days of the agreement to mediate, the parties shall contact an agreed upon dispute resolution organization or service and shall use its selection process to select a mediator. Each party shall bear its own costs of the mediation and the parties shall share the costs of the mediator. The mediation shall be scheduled within ninety (90) days of the agreement to mediate. If the direct negotiation process is unsuccessful and the parties do not consent to mediation or the agreed-upon mediation process does not successfully resolve the dispute within ninety (90) days of the agreement to mediate, the parties shall be entitled to pursue any other remedy allowed by law or this Agreement. However, no party shall pursue such a remedy without first exhausting the direct negotiation process.

11.5 **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof, and there are no other agreements or understandings between the parties relating to the subject matter hereof other than those set forth or provided for herein. In no event shall the dispute resolution set forth in this paragraph include binding arbitration in violation of C.R.S. § 24-106-109.

11.6 **Approval of the Members.** The Members shall have the right, on behalf of all individuals at any time having any interest in the Trust, to approve any action taken or omitted by the Trust Committee.

11.7 **Liability for Predecessor or Successor.** No successor Trustee hereunder in any way shall be liable or responsible for any actions or omissions of any prior Trustee in the administration of the Trust or the Trust Fund prior to the date such successor Trustee assumes its obligations hereunder, nor shall any prior Trustee in any way be liable or responsible for any actions or omissions of any successor Trustee.

11.8 **Liability for Acts of Others.** No Trustee shall be liable for the acts or omissions of a Member, the Custodian, the Administrator, the Investment Committee or any Investment Manager except with respect to any acts or omissions of any such party in which the Trustee participates knowingly or which the Trustee knowingly undertakes to conceal, and which the Trustee knows constitutes a breach of fiduciary responsibility of such party.

11.9 **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the Trust, the Trust Committee, the individual Trustees, or the Members of governmental immunity or of the sovereign immunity of the State of Colorado or its instrumentalities or any provision of the

Colorado Governmental Immunity Act (CGIA), C.R.S. § 24-10-101, et seq. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, boards, commissions, committees, bureaus, offices, employees, and officials shall be controlled and limited by the CGIA, C.R.S. § 24-10-101, et seq., the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State risk management statutes, C.R.S. § 24-30-1501, et seq.

11.10 **Controlling Law.** This Agreement shall be construed according to the laws of the State of Colorado. Jurisdiction and venue shall be proper in the City and County of Denver.

11.11 **Effective Date.** This Agreement shall be effective on and after ____________________. Any amendment to this Agreement shall become effective upon the date specified in the ballot approved by the Members to adopt such amendment.

11.12 **Execution in Counterpart**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Member has caused this Agreement to be signed by its duly authorized officers or representatives as of the day set forth its signature.

MEMBER: TOWN OF PARKER, COLORADO

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Jamie Wynn, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date: April 21, 2025

Submitted By: Jim Tsurapas, Chief of Police

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.299.2 - First Reading**
A Bill for An Ordinance to Approve the Addendum to the First Amended and Restated Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resource Officers (SROs)

Department: **Police, Jim Tsurapas**

Second Reading: **May 5, 2024**

EXECUTIVE SUMMARY

Since 2009, the Town of Parker (Town) and the Douglas County School District (District) have entered into an Intergovernmental Agreement (IGA) related to the Town's Police Department providing School Resources Officers (SROs) to the District. Since 2009, the IGA has been updated and modified based on the addition of schools, officers, and other changes related to both circumstances and the law. The First Amended and Restated IGA (the "Agreement") was entered into on March 4, 2024. This Addendum to First Amended and Restated Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resource Officers (SROs) (the "Addendum") does not modify the terms of the March 4, 2024, IGA other than as explicitly provided for in the Addendum.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In July 2008, the Town entered into an IGA with the District, which was codified by an IGA in April of 2009, to provide one School Resource Officer (SRO) for Legend High School. In 2013, the Town and the District entered into a separate IGA to provide School Marshals to patrol certain District elementary schools and middle schools. Since that time, SROs were added under amended IGAs and, ultimately, one SRO was assigned to each of the two middle schools in the Town. The IGA related to the School Marshal Program was amended to reflect patrol for the elementary schools only and, ultimately, both IGAs were joined into one IGA pertaining to all SROs provided by the Town to the Distrtict.

Currently, pursuant to the First Amended and Restated IGA (the "Agreement") that was entered into on March 4, 2024. the Town provides five (5) SROs and one (1) Sergeant to the District.

One (1) SRO assigned to the high school, one (1) SRO for each middle school, two (2) SROs to patrol the elementary schools, and one (1) Sergeant assigned to the SRO team. The current cost-sharing agreement for the SROs and Sergeants is, generally, a 50/50 split between the Town and the District.

This Addendum to First Amended and Restated Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resource Officers (SROs) (the "Addendum") does not modify the terms of the March 4, 2024 IGA other than as explicitly provided for in the Addendum. Specifically, based on the District bond passed by the voters of Douglas County, the District has requested two additional SROs from the Town. For the 2025-2026 school year, the District will pay one hundred percent (100%) of all costs associated with the two additional SROs, including all startup costs. One of the added SROs will generally be assigned to Legend High School, to assist at other campuses as needed, and the second added SRO will be added to the roving SRO positions to mainly assist with the elementary and charter schools under the IGA.

The Town and the District intend to Amend the Agreement prior to the 2026-2027 school year. It is anticipated that two additional SROs and one additional Sergeant may be added for the 2026-2027 school year. The Town and the District will continue to work collaboratively regarding the SROs being present in the District's schools. Having Parker Police Officers assigned to the SRO positions within the schools located within the Town of Parker is a benefit to the Town and its citizens and has served as a successful community partnership for a number of years. Therefore, it is the staff's recommendation that Town Council approve the Addendum.

FINANCIAL IMPACT

The Town shares costs with the District, generally at 50%, for the officers assigned to the SRO positions, including benefits, salaries, equipment, and certain training costs. For the two additional SROs added under the Addendum, the District is paying 100% of all costs, to include all startup costs.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.299.2

RECOMMENDED MOTION

I move to approve Ordinance No. 9.299.2 on first reading and to schedule second reading for May 5, 2025, as part of the consent agenda.

ORDINANCE NO. __9.299.2__, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE ADDENDUM TO THE FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY SCHOOL DISTRICT RE-1 AND THE TOWN OF PARKER REGARDING THE SHARING OF COSTS FOR PROVIDING POLICE OFFICERS TO ACT AS SCHOOL RESOURCE OFFICERS (SROs)

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

Section 1. The Town Council of the Town of Parker hereby approves the Addendum to First Amended and Restated Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resource Officers (SROs), which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2025.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2025.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Jamie Wynn, Town Attorney

EXHIBIT 1

ADDENDUM TO FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY SCHOOL DISTRICT RE-1 AND THE TOWN OF PARKER REGARDING THE SHARING OF COSTS FOR PROVIDING POLICE OFFICERS TO ACT AS SCHOOL RESOURCE OFFICERS (SROs)

DOUGLAS COUNTY SCHOOL DISTRICT RE-1 ("School District" or District") and the **TOWN OF PARKER** ("Town") (collectively, the "Parties") entered into the First Amended and Restated Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resource Officers (SROs) (the "Agreement") on March 4, 2024. This Addendum to the Agreement is entered into by the Parties with the intent to be effective as of July 1, 2025, due to each Party's budget process and in consideration for any necessary preparations for the addition of School Resource Officers for the 2025-2026 school year, with further timelines to be detailed below.

RECITALS:

WHEREAS, the Parties agree to make the additions to the Agreement as stated herein; and

WHEREAS, no provisions of the Agreement are modified by this Addendum and all provisions of the Agreement shall apply to the two (2) additional SROs and the District other than any provisions that are specifically stated herein; and

WHEREAS, this Addendum is effective for the dates of January 15, 2025, through June 30, 2026, at which time the Parties intend to enter into a second amended and restated intergovernmental agreement commencing with the 2026-2027 school year; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the recitals above which are hereby incorporated by reference, the Parties agree as follows:

STAFFING: The Town, through Parker Police Department ("Police Department"), shall provide two (2) additional full-time Police Officers to function as SROs for the School District. One of the two (2) additional SROs will be assigned as a dedicated SRO at Legend High School, however, that dedicated SRO can be available to cover other schools as needed, and as agreed upon by the District and the Town. The second additional SRO will patrol the elementary and charter schools listed in ATTACHMENT A to the Agreement, along with the other assigned "roving" SROs.

SRO DUTIES: The duties of the two (2) additional SROs shall be the same as those assigned to the SROs pursuant to the Agreement.

SCHOOL DISTRICT DUTIES: The School District's duties shall be consistent with those included in the Agreement, with the addition of the following:

a. Upon receipt of an invoice, the School District shall reimburse the Town for one-hundred percent (100%) of the total per officer costs associated with the two (2) additional SROs attending any training listed within the Agreement that the Police Department does not provide in-house or for any costs that the Police Department incurs beyond those that would otherwise be incurred for a Parker Police Officer holding a non-SRO position. Such reimbursement includes all costs associated with the two (2) SROs attending either the National Association of School Resource Officers (NASRO) or Colorado Association of School Resource Officers (CASRO) conference for their startup year, including direct conference costs, associated event costs and fees, travel, lodging, per diem, Wi-Fi/internet, transportation, mileage, parking, and tolls.

CONTRACT AMOUNT:

The contract amount shall be the costs associated with the two (2) additional SROs and all associated startup costs, including all items listed under the Financial Costs section of this Addendum, as applicable, in ATTACHMENT B submitted to the District for the 2025-2026 school year pursuant to the Agreement. Amounts due and owing for equipment purchased prior to July 1, 2025, shall be provided in the form of invoices or other documentation as agreed upon by the Parties, as soon as practicable to support the District's budget process. Other costs incurred during the school year shall be provided along with the standard quarterly invoices tendered to the District.

FINANCIAL COST SHARING:

In addition to cost sharing included in Section 7 of the Agreement for the previously assigned SROs, the District agrees to pay one hundred percent (100%) in full funding for the two (2) additional SROs. Such reimbursable costs shall include, but not limited to, the salary, benefits, uniform allowance, uniform replacement, equipment, conference costs, start-up costs, and other ongoing costs for the SROs. This shall be billed as provided for in the Agreement other than any variant provisions specifically stated herein.

As part of the start-up costs, the Town shall provide to the District as soon as practicable, a total estimate of the two full equipped police vehicles for the two (2) additional SROs. However, the District need not reimburse the Town for these specific costs until such time as the District is invoiced by the Town for these specific costs which is anticipated to occur not later than the invoice submitted to the District for the first quarterly billing of the 2025-2026 school year.

The one hundred percent (100%) reimbursement from the District to the Town shall be in effect for the 2025-2026 school year. Commencing with the 2026-2027 school year, starting July 1, 2026, both Parties shall share equally with each funding fifty percent (50%) for the two (2) additional SROs as specifically provided for with the specific terms in the Agreement.

For the 2025-2026 school year, in addition to the current language in Section 7 of the Agreement, the additional SRO assigned as a dedicated SRO to Legend High School will be entitled to share in the one hundred thirty-five (135) hours of Overtime or Extra Duty funding to work school-related sporting events or activities, for any events that require a second SRO or any events that the High School SRO is unable to cover and for which the second dedicated SRO is available to cover. All other provisions shall be as stated in Section 7 of the Agreement.

This Addendum constitutes the entirety of the additions to the Agreement agreed to by the Parties and, except as amended or supplemented hereby, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Addendum to be effective as of January 15, 2025, to account for the necessary budget processes for the agreements contained herein.

[Signatures Continue on Next Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

TOWN OF PARKER

____
Joshua Rivero
Mayor

ATTEST:

____
Chris Vanderpool
Town Clerk

Approved as to form:

____
Jamie Wynn
Town Attorney

DOUGLAS COUNTY SCHOOL RE-1

____
Christy Williams
President, Board of Education

____
Becky Myers
Secretary, Board of Education

Approved as to form:

____
Mary Kay Klimesh
General Counsel

SRO PROGRAM	EXISTING SROs (5 FTE) July 1, 2025 - June 30, 2026			SRO SERGEANT (1 FTE) July 1, 2025 - June 30, 2026			TWO ADDITIONAL SROS (2FTE) July 1, 2025 - June 30, 2026			NEW GRAND TOTAL (8 FTE) July 1, 2025 - June 30, 2026		
Reoccurring Yearly Shared Costs:	**School District Portion**	**TOP-PD Portion**	**Total Costs - Exisiting Program**	**School District Portion**	**TOP-PD Portion**	**Total Costs - Sgt Program**	**School District Portion**	**TOP-PD Portion**	**Total Costs**	**School District Portion**	**TOP-PD Portion**	**Total Costs**
Salaries	$ 283,530	$ 283,530	$ 567,060	$ 74,828	$ 74,828	$ 149,656	$ 226,824	$ -	$ 226,824	$ 585,182	$ 358,358	$ 943,540
Benefits	85,059	85,059	170,118	22,448	22,448	44,897	68,047	-	68,047	175,555	107,507	283,062
Clothing and accessories ($2,013 per FTE)	5,033	5,033	10,065	1,007	1,007	2,013	-	-	-	6,039	6,039	12,078
Equipment ($2,325 per FTE)	5,813	5,813	11,625	1,163	1,163	2,325	-	-	-	6,975	6,975	13,950
Cell plan ($480 per FTE)	1,200	1,200	2,400	240	240	480	-	-	-	1,440	1,440	2,880
Taser, body worn camera, and Axon Plan ($4,839 per FTE)	12,098	12,098	24,195	2,420	2,420	4,839	-	-	-	14,517	14,517	29,034
Radio ($1,529 per FTE)	3,823	3,823	7,645	765	765	1,529	-	-	-	4,587	4,587	9,174
Equipped patrol vehicle - annual cost ($91,900 per FTE - 8 yr depreciation)	28,720	28,720	57,440	5,744	5,744	11,488	-	-	-	34,464	34,464	68,928
Recurring Yearly Shared Costs Total	**$ 425,274**	**$ 425,274**	**$ 850,548**	**$ 108,613**	**$ 108,613**	**$ 217,227**	**$ 294,871**	**$ -**	**$ 294,871**	**$ 828,759**	**$ 533,887**	**$ 1,362,646**
OT - High School SRO (135 hours $80.20/hour)*	10,827	-	10,827	-	-	-	-		-	10,827	-	10,827
OT - Middle School - Two SROs (45 hours each $80.20/hour)*	7,218	-	7,218	-	-	-	-		-	7,218	-	7,218
SRO Trainings ($2,800 per FTE)**	7,000	7,000	14,000	1,400	1,400	2,800	5,600		5,600	14,000	8,400	22,400
Estimated Overtime and Training Costs	**$ 25,045**	**$ 7,000**	**$ 32,045**	**$ 1,400**	**$ 1,400**	**$ 2,800**	**$ 5,600**	**$ -**	**$ 5,600**	**$ 32,045**	**$ 8,400**	**$ 40,445**
Recurring Yearly Shared Costs plus Overtime and Training Total	**$ 450,319**	**$ 432,274**	**$ 882,593**	**$ 110,013**	**$ 110,013**	**$ 220,027**	**$ 300,471**	**$ -**	**$ 300,471**	**$ 860,804**	**$ 542,287**	**$ 1,403,091**
Capital Contribution for Start-Up Costs - including vehicles							**$ 240,000**		**$ 240,000**	**$ 240,000**	**$ -**	**$ 240,000**
Recurring Yearly Shared Costs plus Capital Contribution Total	**$ 450,319**	**$ 432,274**	**$ 882,593**	**$ 110,013**	**$ 110,013**	**$ 220,027**	**$ 540,471**	**$ -**	**$ 540,471**	**$ 1,100,804**	**$ 542,287**	**$ 1,643,091**

*Overtime wages invoiced on incurred amounts.

** Estimated annual SRO training cost

Quarterly invoice
(does not include overtime or training estimates) **$ 207,190**

PARKER
COLORADO

Request for Town Council Action

Date:	April 21, 2025
Submitted By:	Bryce Matthews, Assistant Director - Planning John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Manager
Title:	**RESOLUTION NO. 25-025** **A Resolution to Allow a Partial Waiver of Sections 13.09.020(e), 13.09.040(d), 13.09.040(e), and Table 13.09.B., of the Parker Municipal Code for Certain Businesses for Parker Days**

Department: Community Development, Bryce Matthews

EXECUTIVE SUMMARY

Parker Days is a major community event in Downtown that is sponsored by the Parker Chamber of Commerce. The community event often requires street closures that may impact local businesses by limiting their access and visibility. The purpose of this action is to support local businesses in Downtown that may be impacted by Parker Days through a temporary partial waiver of the Sign Code to allow additional signage for specified dates, times and locations.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Parker Days community event is scheduled for Thursday, June 12, 2025 through Sunday, June 15, 2025 in the Downtown area. The proposed partial waiver of the Sign Code would allow businesses in Downtown to utilize additional signage during the Parker Days community event. The partial waiver of the Code would permit eligible businesses to have unlimited window signs and one (1) additional banner sign not to exceed a total area of 40 square feet during Parker Days. The partial waiver of the Sign Code would be in effect for the duration of Parker Days from Thursday, June 12 at 4:00 p.m. to Sunday, June 15 at 11:59 p.m.

The proposed resolution will support local businesses in the Downtown area by permitting additional signage on a temporary basis to mitigate the impact of street closures related to Parker Days, which may affect business access and visibility. The Town has used this approach to assist local businesses in the Downtown area during this community event for many years.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

ENHANCE ECONOMIC VITALITY

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Resolution 25-025

RECOMMENDED MOTION

I move to approve Resolution No. 25-025, as part of the consent agenda.

RESOLUTION NO. <u>25-025</u>, Series of 2025

TITLE: A RESOLUTION TO ALLOW A PARTIAL WAIVER OF SECTIONS 13.09.020(e), 13.09.040(d), 13.09.040(e), AND TABLE 13.09.B, OF THE PARKER MUNICIPAL CODE FOR CERTAIN BUSINESSES FOR PARKER DAYS

WHEREAS, Parker Days is scheduled for June 12, 13, 14 and 15, 2025;

WHEREAS, certain streets will be closed or access will be limited during Parker Days;

WHEREAS, certain businesses located adjacent to the streets that will be closed or subject to limited access desire to display additional signage beyond what is permitted during Parker Days;

WHEREAS, Section 13.03.040(y) as may be amended, of the Parker Municipal Code provides that the Town may authorize waivers to the Parker Land Development Ordinance if Town Council finds the "waiver does not impair the intent and purposes of this LDO;"

WHEREAS, a partial waiver of Sections 13.09.020(e) 13.09.040(d), 13.09.040(e), and Table 13.09.B., as may be amended, of the Parker Municipal Code, will allow certain businesses to display additional signage to the extent provided in this Resolution to increase their visibility to the public while certain streets are closed or access is limited during Parker Days; and

WHEREAS, the Town Council desires to grant a partial waiver, to the extent provided below.

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

<u>Section 1</u>. The Town Council authorizes a partial waiver to Sections 13.09.020(e) 13.09.040(d), 13.09.040(e), and Table 13.09.B., as may be amended, of the Parker Municipal Code, subject to the following conditions:

(a) This partial waiver is limited to those businesses located within the area described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Affected Businesses");

(b) This partial waiver is limited to the display of additional temporary signage on the same site as the Affected Businesses displaying the additional temporary signage;

(c) Each Affected Business is allowed unlimited window signs, as that term is defined in the Parker Municipal Code;

(d) Each Affected Business is allowed a banner, not to exceed forty (40) square feet;

(e) This partial waiver does not authorize pedestrian signs or sandwich board signs of any type or material;

(f) The duration of this partial waiver is from 4:00 p.m. on Thursday, June 12, 2025, through 11:59 p.m. on Sunday, June 15, 2025.

RESOLVED AND PASSED this _____ day of ________________________, 2025.

TOWN OF PARKER, COLORADO

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

EXHIBIT A

PARKER
COLORADO

Request for Town Council Action

Date: April 21, 2025

Submitted By: Chris Vanderpool, Town Clerk

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-026**
A Resolution Calling a Special Town Election on November 4, 2025, to Amend Certain Sections of the Town of Parker Home Rule Charter

Department: **Town Council**

EXECUTIVE SUMMARY

The purpose of this resolution is to call a special election for November 4, 2025, to submit to the electors several ballot questions.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Pursuant to Section 15.10 of the Parker Home Rule Charter, the Charter may be amended at any general or special election called for such purpose upon questions which may be submitted to the electors by a majority of the Town Council. Section 2.10 of the Charter authorizes the Town Council to call a special election through passage of a resolution at least 30 days in advance of such election.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Resolution No. 25-026

RECOMMENDED MOTION

I move to approve Resolution No. 25-026, as part of the consent agenda.

RESOLUTION NO. 25-026, Series of 2025

TITLE: A RESOLUTION CALLING A SPECIAL TOWN ELECTION ON NOVEMBER 4, 2025, TO AMEND CERTAIN SECTIONS OF THE TOWN OF PARKER HOME RULE CHARTER

WHEREAS, Douglas County is conducting a coordinated election on November 4, 2025;

WHEREAS, the Town Council desires to hold a special election on November 4, 2025; and

WHEREAS, pursuant to Section 2.10 of the Town of Parker Home Rule Charter, any special Town election may be called by resolution of the Council at least thirty (30) days in advance of such election.

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

Section 1. Town Council hereby calls for a special election to be held on November 4, 2025, to amend certain sections of the Town of Parker Home Rule Charter, which election shall be coordinated with Douglas County.

Section 2. The Town Council hereby appoints the Town Clerk as the designated election official for purposes of performing acts required or permitted by law in connection with the election.

RESOLVED AND PASSED this _____ day of ________________________, 2025.

TOWN OF PARKER, COLORADO

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

Request for Town Council Action

Date: April 21, 2025

Submitted By: Chris Vanderpool, Town Clerk

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-027**
A Resolution Stating the Town's Intent to Participate in the Douglas County Coordinated Election on November 4, 2025

Department: **Town Council**

EXECUTIVE SUMMARY

Douglas County is conducting a coordinated election on November 4, 2025. Pursuant to Section 2.1 of the Town of Parker Home Rule Charter and C.R.S. § 1-7-116, the Town has the option of participating in the Douglas County coordinated election.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

If Town Council approves Resolution No. 25-027, the Town will hold a special election on November 4, 2025. If the Town desires to coordinate its election with Douglas County, the Town is required to provide notice to Douglas County in the manner provided by the Uniform Election Code. Adoption of this resolution will establish the Town's intent to participate in a coordinated election with Douglas County on November 4, 2025.

FINANCIAL IMPACT

The Town Clerk has budgeted the funds for a 2025 election.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Resolution No. 25-027

RECOMMENDED MOTION

I move to approve Resolution No. 25-027, as part of the consent agenda.

RESOLUTION NO. 25-027, Series of 2025

TITLE: A RESOLUTION STATING THE TOWN'S INTENT TO PARTICIPATE IN THE DOUGLAS COUNTY COORDINATED ELECTION ON NOVEMBER 4, 2025

WHEREAS, Douglas County is conducting a coordinated election on November 4, 2025;

WHEREAS, the Town is holding an election on November 4, 2025;

WHEREAS, pursuant to Section 2.1 of the Town of Parker Home Rule Charter and C.R.S. § 1-7-116, the Town has the option of participating in the Douglas County coordinated election; and

WHEREAS, the Town desires to participate in the Douglas County coordinated election.

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

Section 1. The Town of Parker's November 4, 2025, election shall be coordinated with Douglas County.

Section 2. The Town Council hereby appoints the Town Clerk as the designated election official for purposes of performing acts required or permitted by law in connection with the election. Pursuant to C.R.S. § 1-11-111(2), all powers and authority granted to the Town Council may be exercised by the designated election official.

RESOLVED AND PASSED this _____ day of ________________________, 2025.

TOWN OF PARKER, COLORADO

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

PARKER COLORADO

Request for Town Council Action

Date: April 21, 2025

Submitted By: Jamie Wynn, Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-028**
A Resolution to Withdraw Approval of the TK Elevator Corporation Agreement for Goods and Services Regarding the Modernization of the Recreation Center Elevators

Department: **Town Attorney, Jamie Wynn**

EXECUTIVE SUMMARY

On March 3, 2025, the Town Council approved the Town to enter into a contract with TK Elevator Corporation to modernize the Recreation Center Elevator. Since that approval, TK Elevator Corporation, who had not yet signed the form of contract at the time of the approval, has requested numerous changes to the terms of the contract. Therefore, staff needs to seek a withdrawal of Town Council's approval of the contract to determine whether the modified terms requested by TK Elevator Corporation are acceptable to the Town prior to bringing another contract before Town Council.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The elevator at the Recreation Center has been in service for 25+ years with little or no issues, until recently. Modernization of the elevator was planned for 2026, but due to recent service issues, staff recognized the need to accelerate this project. The recent service issues include a major failure of the primary control board. The elevator service provider was concerned that a replacement board may not be available and also provided information related to other aged components and concerns about the ability to obtain parts in a timely manner.

Town staff, in conjunction with the vendor, identified a proposed plan of action to mitigate future periods of inoperability and are recommending proceeding with a planned modernization of the elevator components a year earlier than scheduled. This modernization will replace and upgrade the majority of the components while keeping the car and main infrastructure associated with the elevator in use. It is noted that elevator components such as the jack (or cylinder) tend to have very long lead times, and it is best practice to plan for repairs rather than wait for them to be required.

Based on the necessary upgrades to maintain the elevator in proper working condition, staff worked on a contract with TK Elevator Corporation, which was tentatively agreed to by both parties. On March 3, 2025, the Town Council approved the Town to enter into a contract with TK Elevator Corporation to modernize the Recreation Center Elevator.

Subsequent to the approval by Town Council for the Town to enter into this negotiated contract, TK Elevator Corporation requested numerous modifications to the terms of the contract. Staff is continuing to work with TK Elevator Corporation to determine if the parties can reach an acceptable agreement to bring back to the Town Council. At this time, based on the fact that TK Elevator Corporation has declined to sign the form of contract approved by the Town Council, staff is seeking a withdrawal of the approval.

FINANCIAL IMPACT

The prior budget approval for the elevator modernization remains.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

SUPPORT AN ACTIVE COMMUNITY

ATTACHMENTS

1. Resolution No. 25-028

RECOMMENDED MOTION

I move to approve Resolution No. 25-028 as part of the consent agenda.

RESOLUTION NO. __25-028__, Series of 2025

TITLE: A RESOLUTION TO WITHDRAW APPROVAL OF THE TK ELEVATOR CORPORATION AGREEMENT FOR GOODS AND SERVICES REGARDING THE MODERNIZATION OF THE RECREATION CENTER ELEVATORS

WHEREAS, on March 3, 2025, the Town Council of the Town of Parker approved the TK Elevator Corporation Agreement for Goods and Services for the Parker Recreation Center elevator modernization project (the "Agreement");

WHEREAS, subsequent to the March 3, 2025, Town Council meeting, TK Elevator Corporation revised the Agreement and added an addendum without the Town's knowledge and consent; and

WHEREAS, the Town desires to withdraw approval of the Agreement in order to renegotiate the terms of the Agreement.

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

Section 1. Approval of the Agreement with TK Elevator Corporation for the Recreation Center elevator modernization project is hereby withdrawn.

RESOLVED AND PASSED this _____ day of ________________________, 2025.

TOWN OF PARKER, COLORADO

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

PARKER COLORADO

Request for Town Council Action

Date: April 21, 2025

Submitted By: John Mounier, Associate Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **2025 Townwide Resurfacing Program (CIP 25-004)**

Amount: **$4,015,520.00**

Contractor: **Brannan Sand and Gravel Company, LLC**

Department: **Engineering and Public Works, John Mounier**

EXECUTIVE SUMMARY

The Town of Parker's asphalt roadway infrastructure needs to be maintained through annual maintenance programs. The Town performs the resurfacing portion of this work with the use of outside contractors that specialize in asphalt paving. This contract and the associated work are critical to maintaining our roadway network that promotes safe and consistent vehicular travel for our growing community. This item is to award a renewed contractor agreement with Brannan Sand & Gravel Company for the 2025 Townwide Resurfacing Program (CIP 25-004) in the amount of $4,015,520.00

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On March 20, 2023, Town Council approved the 2023 Townwide Resurfacing Program (CIP 23-002) contractor agreement with Brannan Sand & Gravel Company. Brannan Sand & Gravel was the lowest responsible bidder in the competitive bid process for the 2023 Townwide Resurfacing Program. Last year's Townwide Resurfacing Program included an option to renew for subsequent years (with price adjustment) for similar work. That option specified prices or discounts described in the contract documents shall prevail during the specified term of the contract, at which time the Town shall have the option to renew the contract for two (2) additional one-year periods. During the option period, the Town will consider an adjustment to the pricing structure if the manufacturer or supplier notifies the trade contractor of a price adjustment.

As demonstrated, Brannan Sand & Gravel was successful with the 2023 and the 2024 Townwide Resurfacing Programs. They were invited to provide a bid/estimate for the 2025 Townwide Resurfacing Program (CIP 25-004). Upon review by staff, it was found that Brannan Sand & Gravel maintained some of last year's bid item unit pricing where possible. For the few items that showed a price increase, a written explanation was requested and received, which proved to be reasonable, and prices were mutually agreed upon. The increased cost is directly attributed to the rise in raw materials and labor costs across the front range of Colorado due to current construction demands. In addition to last year's resurfacing program, Brannan Sand & Gravel has successfully completed several other Town projects in past years.

Work includes, but is not limited to, cold planing (rotomilling) of the existing asphalt surface, full-depth asphalt patching, stone matrix asphalt paving, utility adjustment and updating and replacing traffic markings. The negotiated price is $4,015,520.00. Town staff recommends moving forward with the contract award.

FINANCIAL IMPACT

Funding for this annual program has been appropriated in the 2025 Engineering and Public Works, Streets Division Repair and Maintenance (R&M) general fund account (101-4310-3446). No other financial impacts are anticipated at this time.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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

Request for Town Council Action

Date: April 21, 2025

Submitted By: John Mounier, Associate Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **2025 Townwide Preservation Program (CIP 25-005)**

Amount: **$ 1,756,729.52**

Contractor: **Vance Brothers, Inc.**

Department: **Engineering and Public Works, John Mounier**

EXECUTIVE SUMMARY

The Town of Parker's asphalt roadway infrastructure needs to be maintained through annual maintenance programs. The Town performs this asphalt preservation portion of the work with the use of outside contractors that specialize in asphalt surface preservation. This contract and the associated work are critical to maintaining our roadway network that promotes safe and consistent vehicular travel for our growing community. This item is to award a renewed contractor agreement with Vance Brothers, Inc., for the 2025 Townwide Preservation Program (CIP 25-005) in the amount of $1,756,729.52.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On March 20, 2023, Town Council approved the 2023 Townwide Preservation Program (CIP 23-003) contractor agreement with Vance Brothers, Inc. Vance Brothers, Inc., was the lowest responsible bidder in the competitive bid process for the 2023 Townwide Preservation Program. This Townwide Preservation Program included an option to renew for subsequent years (with price adjustment) for similar work. That option specified prices or discounts described in the contract documents shall prevail during the specified term of the contract, at which time the Town shall have the option to renew the contract for two (2) additional one-year periods. During the option period, the Town will consider an adjustment to the pricing structure if the manufacturer or supplier notifies the trade contractor of a price adjustment.

As demonstrated, Vance Brothers, Inc., was successful with the 2023 and the 2024 Townwide Preservation Programs. They were invited to provide a bid/estimate for the 2025 Townwide Preservation Program (CIP 25-005). Upon review by staff, it was found that Vance Brothers, Inc., maintained most of last year's bid item unit pricing where possible. For the few items that showed a price increase, a written/verbal explanation was requested and received, which proved to be reasonable, and prices were mutually agreed upon. The increased cost is directly attributed to the rise in raw materials and labor costs across the front range of Colorado due to current construction demands. In addition to last year's preservation program, Vance Brothers, Inc., has successfully completed several other Town projects in past years.

Work includes, but is not limited to, cleaning and preparing the existing asphalt surface, full-depth asphalt patching where needed, slurry coat preservation applications, utility adjustment and updating and replacing traffic markings. The negotiated price is $1,756,729.52. Town staff recommends moving forward with the contract award.

FINANCIAL IMPACT

Funding for this annual maintenance program has been appropriated in the 2025 Engineering and Public Works, Streets Division Repair (R&M) general fund account (101-4310-3446). No other financial impacts are anticipated at this time.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: April 21, 2025

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **Looking Glass Subdivision Bridges Settlement (CIP25-012)**
Amount: **$138,320**
Contractor: **Concrete Stabilization Technologies**
Department: **Engineering and Public Works, Chris Hudson**

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement in the amount of $138,320 with Concrete Stabilization Technologies, Inc (CST) for the Looking Glass Subdivision Bridges Settlement project (CIP25-012). Funding for this work was provided by the Looking Glass subdivision developer.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2024, Town staff identified some warranty approach slab settlement on two (2) Looking Glass subdivision roadway bridges that need to be addressed. The Town has previously worked with Concrete Stabilization Technologies, Inc (CST) to address Town bridge approach slab settlement with those Town projects being completed on schedule and on budget. Due to this experience with CST, Town staff asked the developer to work directly with CST for this warranty work. Funding for the Looking Glass subdivision bridge work has been provided to the Town following extensive coordination between the Looking Glass developer, CST and the Town. The developer chose to make payment to the Town for this warranty repair work versus working directly with CST and this developer funding was accounted for in the March 2025 supplemental budget process. This contract amount was negotiated with a single contractor per Resolution 25-019.

FINANCIAL IMPACT

Funding has been appropriated as part of the "Highway and Streets Capital Projects" section (301-4310). This developer funding was included in the March 2025 supplemental budget process.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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

Request for Town Council Action

Date: April 21, 2025

Submitted By: John Mounier, Associate Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **2025 Townwide Concrete Replacement Program (CIP 25-006)**

Amount: **$ 2,651,122.50**

Contractor: **Norra Concrete Construction Corporation**

Department: **Engineering and Public Works, John Mounier**

EXECUTIVE SUMMARY

The Town of Parker performs the majority of the required concrete repair and replacement work within the Town's right of way through outside contractors. The Town of Parker's concrete infrastructure needs to be maintained, updated and enhanced through annual contracted maintenance programs to ensure pedestrian and vehicular travel and safety. This item is to award a renewed contractor agreement with Norra Concrete Construction Corporation for the 2025 Townwide Concrete Replacement Program (CIP 25-006) in the amount of $2,651,122.50.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On July 17, 2023, Town Council approved the 2023 Townwide Concrete Replacement Program (CIP 23-004) contractor agreement with Norra Concrete Construction Corporation. Norra was the lowest responsible bidder in the competitive bid process for the Townwide Concrete Replacement Program. The Townwide Concrete Replacement Program included an option to renew for subsequent years (with price adjustment) for similar work. That option, specified prices or discounts described in the contract documents, shall prevail during the specified term of the contract, at which time the Town shall have the option to renew the contract for two (2) additional one-year periods. During the option period, the Town will consider an adjustment to the pricing structure if the manufacturer or supplier notifies the trade contractor of a price adjustment.

As demonstrated, Norra was successful with the 2023 and 2024 Townwide Concrete Replacement Program. They were invited to provide a bid/estimate for this year's 2025 Townwide Concrete Replacement Program (CIP 25-006). Upon review by staff, it was found Norra maintained many of last year's bid item unit prices. For the few items that showed a price increase, a written explanation was requested and received, which proved to be reasonable, and prices were mutually agreed upon. The increased cost is directly attributed to the rise in concrete/cement costs across the front range of Colorado due to current construction demands. In addition to last year's concrete replacement program, Norra has successfully completed several other Town projects in past years.

Work includes, but is not limited to, the replacement of damaged curb, gutter and sidewalk, concrete pavement, replacing intersection curb ramps and installing residential chase drains. The negotiated price is $2,651,122.50 and Town staff recommends moving forward with the contract award.

FINANCIAL IMPACT

Funding for this annual maintenance program has been appropriated in the 2025 Engineering and Public Works, Streets Division Repair and Maintenance (R&M) general fund account 101-4310-3445. No other financial impacts are anticipated at this time.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: April 21, 2025

Submitted By: Britni Minichino-Sikora, Program Coordinator

Reviewed By: Michelle Kivela, Town Manager

Title: **2026 Winter Musical - Shrek**

Amount: **$140,000 with total walkout potential of $150,000**
Contractor: **Sasquatch Productions, Ltd.**
Department: **Cultural, Britni Minichino-Sikora**

EXECUTIVE SUMMARY

This agenda item is to request Council approval of a Performance Agreement with Sasquatch Productions, Ltd. for production services of "SHREK The Musical," which will be presented in January/February 2026. Town Council previously approved Sasquatch Productions, Ltd. as one of three companies to receive a Master Agreement awarded under SOQ-22-003. For this production, Sasquatch Productions, Ltd. will receive a guarantee of $140,000, with a $2,000.00 bonus available at 5% increments from 75% to 95% of tickets sold (Walkout Potential: $150,000).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Our annual winter musical has become a very popular event over the years, with titles such as "Sound of Music," "School of Rock," and "Mary Poppins" taking over our main stage. We were thrilled to be able to include "SHREK The Musical," a well-known and highly engaging show, in our lineup this season. Tickets for this show will go on sale to the public on July 22, 2025. We forecast selling at least 85% of the total seats available for the 17 public performances and 2 school performances of this production, which would result in an estimated gross ticket revenue of over $314,750.00.

FINANCIAL IMPACT

Both production expenses and revenue for the winter musical productions have increased from past years, but the associated costs for this production that will be expended during this year have been accounted for in the 2025 cultural budget, and any expenses incurred during the 2026 budget year will be accounted for in that budget.

STRATEGIC GOAL(S)

SUPPORT AN ACTIVE COMMUNITY

FOSTER COMMUNITY CREATIVITY AND ENGAGEMENT

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

Request for Town Council Action

Date: April 21, 2025

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **2025 Development Inspection Services**

Amount: **$138,184.00**

Contractor: **Alfred Benesch & Company**

Department: **Engineering and Public Works, Alex Mestdagh**

EXECUTIVE SUMMARY

This item proposes to enter into a contract with Alfred Benesch and Company for construction inspection assistance related to development projects.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently experiencing a high number of development projects that have reached the construction stage. This includes several large projects - namely the Tanterra and Looking Glass developments - that are constructing extensive public infrastructure. These projects will construct major roadways this year, along with associated collector and local roadways. These large projects will occur in addition to other smaller developments, extensive warranty inspections and construction related to past developments, and utility and fiber construction throughout the Town.

These projects will result in a heavy inspection load for the Town's construction inspection staff. It is critical that developer-constructed infrastructure be carefully inspected to ensure quality work and adherence to Town standards. A failure to adequately inspect this work can result in substandard construction that requires increased maintenance in future years, becoming a burden to the Town and taxpayers. The Town has been under similar workloads in recent years, and has employed the assistance of a consultant inspector to supplement Town staff and allow for appropriate time to be spent on inspections. As staff believes this workload will not be a long-term issue, the Town has elected to hire a consultant on an annual basis to supplement staff rather than hiring an additional employee. This contract proposes to use Alfred Benesch and Company, who has previously provided an inspector for the Town, to supplement our inspection staff.

Several years ago, in anticipation of this workload, the Town began collecting an Inspection Surcharge Fee on all new developments that require inspection of public infrastructure. This fee was instituted to help fund a consultant inspector that could assist Town staff during the busy construction months. The cost to hire this consultant is largely funded by developers through this fee.

FINANCIAL IMPACT

All funds necessary for this contract have been appropriated within the 2025 Engineering budget.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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

TOWN MANAGER REPORT

Spring 2025

PARKER
COLORADO

TOWN MANAGER REPORT

Town Council Meetings - Notable Actions

Jan. 6

- **Cultural and Scientific Commission:** Town Council approved the re-appointments of five members of the Parker Cultural and Scientific Commission, whose terms expired at the end of 2024. Additionally, one vacancy was not filled so as to leave an odd number of commissioners (11), which is preferred to avoid ties.

- **Special Licensing Authority:** Town Council approved appointments to the Parker Special Licensing Authority, including two regular members through 2025 (Mike Appleby and Philip LaBella), three regular members through 2026 (Tiffany Howell, RD Kuhns and Kelli Narde), and two alternate members (Jerry Elmblade and Timothy Perkins) through 2025. Narde and Appleby were appointed Chairperson and Vice Chairperson, respectively.

- **Replacement Zoning Map:** Town Council voted to approve 30 motions related to a replacement zoning map for the Town of Parker. The replacement map was proposed in response to Council's 2024 approval of an updated Land Development Ordinance (LDO). The adoption of the replacement zoning map resulted in new zoning districts for the Town and completed the Town's LDO Modernization Project.

- **Upper Jordan Road Tributary Improvements:** Town Council approved an amendment to an existing intergovernmental agreement with the Mile High Flood District (MHFD) that will accept additional funds from the MHFD to complete the final phase of construction of drainageway improvements for the Upper Jordan Road Tributary in the Bradbury Ranch neighborhood.

Jan. 13

- **Council Appointment (1):** Town Council appointed Erik Frandsen to fill an existing Council vacancy. Frandsen will complete the term of Joshua Rivero, who was elected Mayor in the 2024 General Election and sworn into office on Dec. 16, 2024. Frandsen's term will run through December 2026.

Jan. 21

- **Traffic Signal/Sidewalk Easement:** Town Council passed a resolution to accept the conveyance of a traffic signal/public sidewalk easement necessary for construction of the Stroh Road Widening Project scheduled to begin this spring.

- **Lincoln Avenue/Jordan Road Easements :** Town Council approved a pair of ordinances permitting the acquisition of public easements necessary for construction of sidewalk and roadway improvements related to the Lincoln Avenue/Jordan Road Widening Project.

Feb. 3

- **Parker Tennis Center Expansion:** Town Council approved an amendment to an existing Landlord's Consent Agreement with the Parker Tennis Center. The Parker Tennis Center, which entered into a long-term lease with the Town in 2017 to locate its facility on Town-owned property, was seeking to refinance its loan and increase the amount of total project financing to construct a final phase of improvements, which includes additional indoor courts.

- **Greater Parker Foundation Board Members:** Town Council appointed via resolution Councilmembers Anne Barrington and Brandi Wilks to serve on the Board of Directors for the Greater Parker Foundation (GPF). The GPF is the Town's 501(c)(3) charitable organization that provides residents and other supports with a tax-exempt method of donating directly to Town programs and services they love most.

- **Douglas County Household Hazardous Waste Collection Program:** Town Council approved an ordinance for a Memorandum of Understanding that will enter the Town into a partnership with Douglas County for its Household Hazardous Waste Collection Program. The agreement notes that Douglas County will continue to administer the program and associated disposal contract, and that the Town will contribute $10,000 in 2025 to help defray program costs.

TOWN MANAGER REPORT

Town Council Meetings - Notable Actions (con't)

Feb. 18

- **Spiro Veterinary Clinic Use by Special Review:** Town Council approved a Use by Special Review application from Spiro Veterinary Clinic to expand its existing veterinary hospital located at the intersection of Pikes Peak Drive and Pikes Peak Avenue in downtown Parker. The proposed expansion includes an addition to the existing building and expansion into the existing storage garage.

- **Townwide Roadway Reconstruction Contract:** Town Council awarded a trade contractor agreement to Chavez Construction, Inc. for construction services related to the 2025 Townwide Roadway Reconstruction Project. This project, set to be performed this summer, will feature the removal and construction of French Creek Avenue between Red Rosa Circle and Motsenbocker Road.

March 3

- **Douglas County SWAT Team:** Town Council approved a Memorandum of Understanding with the Douglas County Sheriff's Office, City of Lone Tree and Town of Castle Rock to continue joint efforts with a multi-agency Special Weapons and Tactics (SWAT) Team.

- **Douglas County Impact Unit:** Town Council approved a Memorandum of Understanding with the Douglas County Sheriff's Office, City of Lone Tree, Town of Castle Rock and Office of the District Attorney for the 23rd Judicial District to continue a collaborative multi-agency investigative unit within the new 23rd Judicial District to target criminal offenses, behaviors and street-level narcotic trafficking.

- **Douglas County Housing Partnerships:** Town Council passed a resolution to assign the Town's right of first refusal and right of first offer to purchase certain types of affordable multi-family rental properties to the Douglas County Housing Partnership (DCHP). These rights were created through State legislation (HB24-1175). The Town does not have its own housing authority and instead is a member of the DCHP.

- **Lincoln Avenue and Jordan Road Widening Project:** Town Council awarded a trade contractor agreement to Hamon Infrastructure, Inc. for construction services related to the Lincoln Avenue and Jordan Road Widening Project. This project, set to begin this spring, will widen Lincoln Avenue between Keystone Boulevard and Parker Road and Jordan Road between Stonegate Parkway and Lincoln Avenue.

- **2025 Roadway Maintenance Program:** Town Council approved a professional services agreement with Alfred Benesch & Company for the construction management, inspections and material testing for the 2025 Townwide Maintenance Program. This program includes resurfacing, preservation, concrete replacement and asphalt patching in order to assist with maintaining Town roadways.

March 24

- **Stroh Road Widening Project:** Town Council approved several items related to the Stroh Road Widening Project, which will make improvements to Stroh Road between J. Morgan Boulevard and Motsenbocker Road. An addition to a construction contract with FNF Construction Inc., Council also approved the annexation of right-of-way property required for the project near the intersection of Stroh Road and J. Morgan Boulevard. This project is scheduled to begin this spring.

- **Kings Point Way Agreement:** Town Council approved via ordinance an agreement with the Prairie Point Community Authority Board to complete construction of Kings Point Way near the Aurora Parkway Intersection. This agreement addresses and formalizes the design and construction of the last remaining uncompleted portion of Kings Point Way.

- **2025 Budget Revision:** Town Council approved an ordinance to adopt a revised 2025 Annual Budget for the Town of Parker.

- **Town Council Appointments:** Town Council approved via resolution the appointments of Councilmembers John Diak and Laura Hefta to the respective positions of Mayor Pro Tem and Acting Mayor.

- **Discovery Park Summer Concerts:** Town Council approved a resolution to authorize the possession and consumption of alcoholic beverages in Discovery Park during the 2025 Summer Concert Series event dates.

TOWN MANAGER REPORT

Town Manager's Office Updates

- **State Capitol Visit (1):** The Town of Parker was pleased to join the Parker Chamber of Commerce in representing our community during Parker Day at the State Capitol on March 11. This annual event, organized by the Chamber, is designed to strengthen engagement between Parker's elected officials, staff and business community and state representatives. Representing the Town during the event were Mayor Joshua Rivero and Councilmembers John Diak, Erik Frandsen and Laura Hefta. They were joined by several members of the Town's staff and met with Anthony Hartsook, Representative for House District 44, Lisa Frizell, Senator for District 2, and Rachel Beck, Executive Director of the Colorado Competitive Council.
- **2025 Legislative Session:** The 2025 session of the Colorado General Assembly began in early January. The Town of Parker actively lobbies for policies that support our community's values, priorities and objectives and formalizes these goals through an official Legislative Policy Agenda. This agenda was recently updated with priorities and positions on major policy issues currently under consideration at the federal and state levels that may impact the Town, our residents and the local business community. The Town of Parker once again hired Mutch Government Relations to provide legislative advocacy services in 2025.
- **State of the Town (2):** The Town of Parker once again partnered with the Rotary Club of Parker to hold the annual State of the Town event Feb. 25 at the PACE Center. Highlighting the event was a keynote speech by Mayor Rivero (pictured at right) that touched on both Parker's past and where the community is headed in the future. Also featured was the presentation of the Parker Impact Award to Jason Jacob, Legend High School Principal. Proceeds from this event benefit the Parker Task Force, as well as other local and global community service projects supporting those in need.

Additional Resources

- Performance Measures Dashboard
- Upcoming Town Meetings and Events

- **Emergency Management:** The Town recently hired a new Emergency Manager to lead efforts to enhance the Town's preparedness and response to emergencies, ensuring the safety and resilience of our community. We are currently in the process of creating an Incident Support Team to better utilize and coordinate responses across all departments within the Town. More details to come as we continue to build the Town's Emergency Management Program.

TOWN MANAGER REPORT

Communications Updates

- **Youth Commission Awards (1):** The 3rd Annual Youth Awards, hosted by the Youth Commission on March 5, celebrated the creativity and community contributions of Parker's youth. Middle school winners showcased their artistic talents by expressing what Parker means to them through vibrant and meaningful visual artwork (i.e. painting, drawing, sculpture, ceramics, photography, video, etc.). High school seniors shared their dedication to the community, explaining how they've made a positive impact through service, leadership and involvement through essay, PowerPoint or video. These inspiring winning submissions were on display at the PACE Center in March.

- **Lessons in Local Government:** Last year, staff piloted the AP Government Collaborative Program at Chaparral High School, and there was a tremendous response from students. As a result, this year, the Town is rolling out the new "Lessons in Local Government" program to all Parker students. The program aims to enrich the educational experience, allowing students to learn more about the roles of officials in local government and how to be active in the local government process. Students can participate by attending a Town Council Meeting to see the process in action, attending a Civics Seminar to learn more about Parker's government and the services offered, or requesting a Parker Elected Official visit their classroom.

- **Bucket o' Salt Program (2):** Communications staff assisted the Public Works Department with rolling out the new Bucket o' Salt Program in February. This program offered residents the opportunity to claim up to 5 gallons worth of free salt to promote clear and safe sidewalks and driveways around the community. The new program proved popular, with reservation slots for all pick-up sessions filling up quickly. Due to its success, the Town anticipates offering this program again next winter.

- **Community Event Surveys:** The Town's Community Events staff launched a series of online surveys to solicit feedback about community events in Parker. Data collected from these surveys will be used to inform a five-year strategic plan that will help guide future events in Parker. Events are important for building a strong sense of community and fostering a sense of belonging while encouraging citizen involvement. Targeted surveys were sent to residents, businesses, event organizers, partner organizations, internal event planning staff, internal department representatives who approve event permits, and events staff from other municipalities.

- **Town Instagram Milestone:** The Town officially reached 10,000 followers on its main Instagram in Quarter 1! This is a goal the Town has been working towards since adding the platform to its social media portfolio in 2017. The Town also has more than 27,000 followers on Facebook and more than 6,000 on X.

Additional Resources

- Let's Talk Parker
- Talk of the Town Community Newsletter
- Town Videos
- Volunteer Opportunities

TOWN MANAGER REPORT

Community Development Department Updates

Building Activity Summary

- **Single-family Housing Permits Issued:** 69 in Q1
- **Multi-family Housing Permits Issued:** 6 in Q1 (192 total units)
- **Commercial Permits Issued:** 192 in Q1
- **Total Permits Issued:** 835 in Q1
- **Total Value of Permits:** $83,398,647 in Q1
- **Total Inspections:** 7,872 in Q1

Development Activity Summary

- **Commercial Development Interest:** 8 applications in Q1
- **Pre-application Requests:** 16 in Q1
- **Applications Submitted:** 55 in Q1
- **Active Applications:** 79 applications at end of Q1
- **Approvals:** 41 applications in Q1

Major Project Updates

- **Parker 2050 Master Plan Update:** Staff continued work on the Parker 2050 Master Plan Update project in Q1 2025. Completed project milestones include the existing conditions report, community survey, stakeholder engagement and economic analysis/findings. There will be additional community engagement events and public updates including a presentation to the Town Council on April 28, 2025. For more information, visit ParkerCO.gov/Parker2050.

- **AvalonBay Mixed-use:** The Town approved the minor development plat, development agreement and subdivision agreement in January 2025. Grading activities and infrastructure installation are underway at the southeast corner of Stroh Road and Crowfoot Valley Road. This mixed-use development will include a commercial site (8 acres), residential site (309 apartments) and open space along Lemon Gulch.

- **EastMain Mixed-use (1):** The Town approved the site plan amendment in March 2025 for Confluence Cos.' planned downtown mixed-use development at the northwest corner of Mainstreet and PACE Center Drive. The project will incorporate 18,343 s.f. of commercial space, 309 apartments, a rooftop amenity deck and 364 off-street parking spaces. Site development has started with initial grading activities.

- **Flexential Data Center (2):** The Town approved the replat application in March 2025 for a proposed 276,200 s.f. data center project the southwest corner of Chambers Road and Compark Boulevard. This is the first development approval for the data center project and will enable the applicant to proceed with grading activities. The site plan application has been submitted and is in active review.

- **DRCOG Innovative Mobility Grant:** The Town obtained a $150,000 grant to prepare a Mobility on Demand and Microtransit Study for more travel options.

Additional Resources

- Active Development Map
- Monthly Building Reports

TOWN MANAGER REPORT

Cultural Department Updates

- **Parker Lunar New Year Celebration (1):** On Feb. 15, more than 2,200 patrons attended the inaugural, free Parker Lunar New Year Celebration event at the PACE Center. Parker Arts partnered with Global Village Academy, Great Wall Chinese Academy, Denver Chinese School, Colorado Dragon Boat, Asian Avenue Magazine, Cherry Creek Valley Rotary Club of Parker and FirstBank to provide a festive day of celebration. With incredible performances, an artisan marketplace and a host of traditional Chinese activities, stories and ceremonies throughout the day, guests of all ages enjoyed this community celebration honoring the Year of the Snake!

- **10-Year Cultural Strategic Plan and Meeting:** Earlier this year, Parker Arts hosted a Community Open House and distributed a 10-Year Cultural Strategic Plan Survey to residents and community members to gather feedback which will help inform decisions regarding future cultural initiatives, resources, infrastructure and programs. The Open House in early March was a success, with around 50 attendees sharing their insights and engaging in interactive activities. The public survey, which closed March 15, received an impressive 863 responses. In addition, project consultant Keen has conducted focus groups and one-on-one interviews with a diverse range of stakeholders, including local artists, business owners, Commission members and more. Altogether, more than 1,000 community members have contributed their perspectives on the future of culture in our Town over the next decade. There will be visioning work, benchmarking and action plans created before the plan is completed sometime in the fourth quarter.

- **Student Matinees:** Earlier this year, approximately 1,000 students attended two student matinee performances of Parker Arts' Mary Poppins. Grades K through 12 attended from Douglas County, Arapahoe, Adams, Elbert and El Paso counties.

Additional Resources

- Upcoming Parker Arts Shows and Events
- Community Impact Report

- **New Pit Filler:** In February, the new Wenger Strata Pit Filler was installed in the PACE Mainstage Theater, significantly improving the pit's safety and functionality. The new system will be easier to install and take down for shows with less crew and offer additional scenic flexibility with increased load limits.

- **New PACE Dance Studio Flooring:** Marley, a generic term for roll-out vinyl dance flooring, is used at most dance studios across the Denver Metro area—and now, here at Parker Arts! This flooring requires tap dancers to be more precise and purposeful with their movements. Additionally, ballet teachers can hear their students' feet swishing across the floor.

- **Parker Arts Member Events:** Parker Arts member events continue to grow in popularity! Members enjoyed a variety of fun events over the past few months including making succulent gardens with Tagawa Gardens, painting with coffee, Italian wine tasting, and an exclusive member concert with The Petty Nicks Experience.

- **New Sponsors:** Parker Arts is excited to have Parker Water and Sanitation District and Jennifer Tinsley State Farm Insurance Agency as new sponsors.

- **New Partnership with Compost Colorado:** Parker Arts recently launched a new partnership with Compost Colorado. All cups purchased at concessions in Parker Arts' venues can now be composted and turned into nutrient rich soil. We look forward to seeing some of that soil being used in projects around the town.

TOWN MANAGER REPORT

Economic Development Updates

- **Business Improvement Grant (BIG) (1):** Parker Economic Development is excited to launch the Business Improvement Grant (BIG) program. This initiative provides local businesses with 50% matching reimbursements for approved improvements, up to $5,000 for single-tenant properties and $15,000 for multi-tenant properties.

  The BIG program supports economic growth by assisting businesses with storefront enhancements, interior upgrades and essential equipment purchases. Applications are accepted on a rolling basis starting in April, with funds awarded until fully allocated.

  This is a fantastic opportunity for Parker businesses to invest in their success and contribute to the Town's economic growth. More details about this program, including the application form, are available at ParkerED.com/Business-Improvement-Grant.

- **FLIP Program Applications:** The application period for the January cycle of the Facade and Landscape Improvements Program (FLIP) received the program's highest number of applications ever. Typically, the second annual cycle, held in June, is much higher. The Town received seven total applications; the businesses have until the end of 2025 to complete the projects and submit proof of payment. There will be another opportunity for businesses and property owners to submit applications during the month of June.

  January FLIP Summary
  Parker Central Area – 5 applications
  Parker Road Area – 2 applications
  Total Project Costs - $169,000-189,000
  Total Grants Awarded - $33,850

Additional Resources

- Parker Business and Demographic Data
- Parker ED YouTube Channel
- P3 Parker YouTube Channel

Municipal Court / Town Clerk Updates

Data through Q1 2025

- Active Liquor Licenses – 133
- Special Events Permits Issued (with Liquor) – 8
- Peddlers and Solicitors Permits Issued – 4
- Open Records Requests Received – 74
- Municipal Court Tickets Issued – 1,182
- Parking Tickets Issued - 21
- Municipal Court Trials Held – 0
- Teen Court Cases - 8
- Teen Court Panels Held - 8

Additional Resources

- Town Meeting Agendas and Minutes
- Parker Municipal Code
- Parker Teen Court Information

TOWN MANAGER REPORT

Engineering and Public Works Department Updates

- **PACE Center Parking Garage (1):** The PACE Parking Garage project is moving along smoothly and ahead of schedule. The garage foundation and underground utilities are complete. A 2250 Series 3 Manitowoc crane (pictured at right) was delivered on site the week of March 31 and was assembled with an assist crane in the middle of Pikes Peak Avenue. The crane has a 250,000-pound counterweight and was mobilized into the first of six positions to begin setting precast panels and beams. Precast installation is anticipated to be completed middle of May. The project is targeted for completion in October of this year.

- **Town Hall Addition and Renovation (2):** The Parker Town Hall project is really starting to take shape! On the exterior, the masons are advancing the brick and stonework. Phase 1, which includes construction of the new facility addition is scheduled to be completed this fall, followed by Phase 2, consisting of renovation of the existing facility space.

- **Lincoln Avenue and Jordan Road Widening Project:** This project was awarded by Town Council to Hamon Construction in February and is now under construction. The contractor has started working on the Cherry Creek bridge widening, westbound lane widening near Murdoch's Ranch and Home Supply, and utility relocations. Traffic disruptions have been minimal due to the phasing and lane closure plans implemented by the project team. The project is targeted for completion in October 2026.
- **New Traffic Signals:** New traffic signals have been installed at the intersections of Parker Road/Parkglenn Way, Dransfeldt Road/Lincoln Meadows Parkway and Hess Road/Tammy Lane. All three signals were successfully completed by two separate contractors and are currently operational.
- **Stroh Road Widening Project:** This project, which includes widening Stroh Road between J Morgan Blvd and Motsenbocker Road, was awarded by Town Council to FNF Construction in March. The contractor is expected to begin construction in May. The project is targeted for completion in Fall 2026.
- **Pilgrims Place Sidewalk (3):** Project construction has started and includes sidewalk, lighting and landscaping improvements between the Parker Garage and Tailgate restaurants. This project is funded through P3 and a grant from CDOT (Safety Main Street grant). This project is scheduled for completion by Mother's Day weekend (May 9).

Additional Resources

- Capital Improvements Update
- Road Maintenance Projects Map

TOWN MANAGER REPORT

Parks, Recreation and Open Space Department Updates

- **Valentine's Day 5K/10K (1):** The first event in the 2025 Run Series, the Love 'em or Leave 'em Valentine's Day 5K/10K on Feb. 8, welcomed more than 300 registrants. It was LOVE-ly weather to enjoy a run/walk on the trail, followed by a delicious pancake breakfast and a refreshing beer, for those 21 years and older, of course. Find additional event information at ParkerRec.com/RunSeries.

- **Pickleball Court Light Conversion:** To improve quality, reliability, and sustainability, the lights at the Recreation Center outdoor pickleball courts have been upgraded to new LED lights. The construction project was even completed earlier than anticipated and just in time for outdoor pickleball season to really ramp up!

- **Starburst Award for New Playground (2):** The O'Brien Park Playground received a 2025 Starburst Award from the Colorado Lottery for excellence in use of lottery funds. It was stated that the new playground is a shining example of how Colorado Lottery proceeds can make a lasting, meaningful impact in our communities.

- **PROS Commission Update (3):** The Parks, Recreation and Open Space Advisory Commission (PROS Commission) welcomed new and re-appointed members, Candace Sotwick, Toby Levy and Heather Crosby. Matthew Lunn was appointed Commission Chair. Additional information can be found at ParkerRec.com/PROSCommission.

- **Staff Promotions:** The following Parks and Recreation staff members have been promoted to new positions on the team: Steve Hanson to Recreation Manager- Facility Operations, Nateal Wiepert to Recreation Supervisor- Aquatics, Ashley Martin to Aquatics Coordinator- Guest Operations, Haley Kuster to Recreation Coordinator- Day Camp, Lauren Fischer to Recreation Administrator- Sports, Jonah Manning to Parks Technician II and Candice Blake to Parks Technician II.

- **Christmas Tree Recycling:** Each year, the Park, Forestry and Open Space division offers Christmas Tree Recycling at Salisbury Park and then the trees collected are chipped into mulch for residents to use. Through the end of January, nearly 1,200 Christmas trees were recycled.

Additional Resources

- Upcoming Parks and Recreation Events

TOWN MANAGER REPORT

Police Department Updates

- **Increasing Traffic Safety:** Parker residents told us that traffic enforcement is one of the most critical issues in our Town. In response to resident concerns, our traffic team is working hard to make our roads safer. We have made more than 2,500 traffic stops this year through March, a 72% increase compared to last year. We have also run traffic enforcement more than 400 times, a 44% increase compared to the previous year. We will continue to work hard to protect Parker residents and keep our roads safe.

1

- **Sergeant Promotions (1):** Congratulations to Sergeant Herrera and Sergeant Ort on their well-deserved promotions! The Parker Police Department hired Sergeant Herrera in 2016, and he has excelled in patrol and specialized roles, most recently as a school resource officer. Sergeant Ort began his career with the Parker Police Department in 2015. He started his career as a patrol officer and was selected for the special assignment of detective.

2

- **Legend Unified Basketball (2):** The Parker Police Department helped the Legend Unified Sports program raise hundreds of dollars for its program at the annual Legend Unified basketball game. Hundreds of parents and students turned out to support these amazing athletes as they sent the Parker Police Department home in defeat for the 8th straight year. We are honored to help raise money and shine a light on the Legend Unified program, its athletes and the support they receive from their classmates. We look forward to this game every year, just not the big L they send us home with.

3

- **Battle of the Badges Blood Drive (3):** The Parker Police Department helped collect more than 208 units of blood for Vitalant Colorado in the Battle of the Badges Blood Drive. We are grateful to all who participated in this lifesaving drive, including the 39 first-time donors! The Parker Police Department and Team Law took home this year's trophy with 125 donor votes, and Team Fire took second place with 89 votes. Thank you, Parker and Douglas County residents, who helped make this event an overwhelming success.

- **Moving Target System:** The Parker Police added a Moving Target System to their range training days. This system will significantly enhance officer training by simulating real-life scenarios where suspects or threats are rarely stationary. This dynamic training sharpens officers' decision-making, accuracy and reaction times under pressure. It helps develop critical skills such as target identification, shoot/no-shoot judgment and engaging moving threats safely. By mimicking unpredictable situations, it builds confidence and improves readiness for field encounters. Ultimately, it prepares the department to respond more effectively and safely in high-stress, real-world environments.

Additional Resources

- Police Department Monthly Reports
- Community Crime Statistics

PARKER
COLORADO

Request for Town Council Action

Date: April 21, 2025

Submitted By: Patrick Burke, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.385 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the State of Colorado for the use and benefit of the Colorado Department of Transportation and the Town of Parker Regarding Maintenance and Operation Responsibilities Associated with the Parker Road Multiuse Path Pine Drive to Stroh Road Project CDOT Project Number CRP M039-010 (Subaccount #: 25906) and Town of Parker Project CIP23-042

Department: Engineering and Public Works, Patrick Burke

EXECUTIVE SUMMARY

The purpose of the attached ordinance is to approve the Intergovernmental Agreement (IGA) with the Colorado Department of Transportation regarding maintenance and operation responsibilities associated with the Parker Road Multiuse Path – Pine Drive to Stroh Road project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker is proposing to construct two segments of trail/sidewalk on the east side of Parker Road where there are currently gaps in the sidewalk. The first segment consists of a multi-use trail between Pine Drive and the existing multi-use trail that terminates at the Town of Parker open space property near the Pine Bluffs neighborhood. The second segment consists of a multi-use trail between the existing trail fronting the Big Tool Box property, crossing J. Morgan Blvd., and then connecting to the existing multi-use trail just south of Robinson Ranch.

Through the Denver Regional Council of Governments (DRCOG), the Town was granted partial state/federal multi-modal funding for the construction of this trail/sidewalk and pedestrian bridge. In December 2023, Town Council approved an IGA with CDOT to receive direct construction funding for this project in the amount of up to $3,596,000. The Town is required to fund the remaining $1,404,000 of the estimated $5,000,000 direct construction cost. The funding cannot be used for non-direct construction expenses such as design, materials testing or construction administration as the Town is responsible for these costs.

The Town's consultant is in the process of finalizing the design for this section of trail/sidewalk and pedestrian bridges. The Town is intending to competitively bid and award the construction contract in mid-2025 with construction occurring during the 2025 construction season. This maintenance and operation IGA is one of CDOT's remaining requirements that must be completed prior to issuing a Concurrence to Advertise.

FINANCIAL IMPACT

The Town will be responsible for the long-term operation and maintenance of the improvements constructed as part of this project. This work can be easily absorbed into existing maintenance efforts, and cost to the Town will be minimal.

The Town's matching contribution for construction of $1,404,000 has been appropriated in the Highway and Streets Capital Project Fund (301-4310-7621).

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.385

RECOMMENDED MOTION

I move to approve Ordinance No. 9.385 on second reading.

ORDINANCE NO. __9.385___, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE STATE OF COLORADO FOR THE USE AND BENEFIT OF THE COLORADO DEPARTMENT OF TRANSPORTATION AND THE TOWN OF PARKER REGARDING MAINTENANCE AND OPERATION RESPONSIBILITIES ASSOCIATED WITH THE PARKER ROAD MULTIUSE PATH PINE DRIVE TO STROH ROAD PROJECT CDOT PROJECT NUMBER CRP M039-010 (SUBACCOUNT #: 25906) AND TOWN OF PARKER PROJECT CIP23-042

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation and the Town of Parker Regarding Maintenance and Operation Responsibilities Associated with the Parker Road Multiuse Path Pine Drive to Stroh Road Project CDOT Project Number CRP M039-010 (Subaccount #: 25906) and Town of Parker Project CIP23-042, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2025.

____

Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2025.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Jamie Wynn, Town Attorney

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Signature and Cover Page

State Agency Department of Transportation			**Agreement Routing Number** 25-HA1-XC-00029
Local Agency TOWN OF PARKER			**Agreement Effective Date** The later of the effective date or March 13, 2025
Agreement Description PARKER RD: PINE DR TO STROH RD			
Project # CRP M039-010 (25906)	**Region #** R1	**Contract Writer** DMM	**Agreement Maximum Amount** $0.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY TOWN OF PARKER By:____________________ *Signature Name:____________________ (Print Name) Title:____________________ (Print Title) Date:____________________	**STATE OF COLORADO** Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director ____________________ Keith Stefanik, P.E., Chief Engineer Date: ____________________
SECOND LOCAL AGENCY SIGNATURE, IF NEEDED TOWN OF PARKER By:____________________ *Signature Name:____________________ (Print Name) Title:____________________ (Print Title) Date:____________________	**LEGAL REVIEW** Philip J. Weiser, Attorney General ____________________ Assistant Attorney General ____________________ By: (Print Name and Title) Date: ____________________

AGREEMENT

This Agreement, is entered into by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION (the "State" or "CDOT"), and the TOWN OF PARKER (the "Local Agency"); CDOT and the Local Agency individually shall be referred to as a "Party", and together shall be referred to as the "Parties." This Agreement shall not be valid or enforceable until the Effective Date as shown on the Signature and Cover Page of this Agreement.

RECITALS

CDOT has designed and constructed improvements for the PARKER RD: PINE DR TO STROH RD in Parker, Colorado, ("Project"); and

The Parties recognize the importance and benefit to their respective systems by the Local Agencies' operation and maintenance of a portion of the Project; and

The Parties desire to agree upon the division of responsibility for their respective maintenance and operation obligations (the "Work") on the Project as shown in **Exhibit A** pursuant to §43-2-135, C.R.S.; and

The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily carry out its operations and maintenance responsibilities under this Agreement; and

Required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

This Agreement is executed by the State under authority of §§43-1-106, 43-1-110, 43-1-201, et seq., 43-2-102, and 43-2-144, C.R.S., as amended; and

The Local Agency agrees by its execution hereof that it is duly authorized to enter into this Agreement. Authorization may be evidenced by an appropriate ordinance/resolution or authority letter. A copy of any such ordinance/resolution or authority letter may be attached as **Exhibit B**. The provision by the Local Agency to CDOT of such ordinance/resolution or authority letter is at the Local Agency's discretion; and

These recitals are hereby incorporated into the terms of this Agreement.

NOW, THEREFORE, it is hereby agreed that:

I. Scope of Work

The Work under this Agreement shall consist of the inspection, operations, maintenance, and repair responsibilities of the Project as set forth and depicted in **Exhibit A.**

II. Exhibits

The Exhibits attached to this Agreement are:
Exhibit A- Scope of Work of the Project
Exhibit B- Local Agency Resolution
Exhibit C- PII Certification

III. Order of Precedence

In the event of conflicts or inconsistencies between this Agreement and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in Section IX of this Agreement
2. This Agreement
3. **Exhibit A**- Scope of Work of the Project
4. **Exhibit B**- Local Agency Resolution
5. **Exhibit C**- PII Certification

IV. Term

This Agreement shall begin the date approved by all Parties and shall extend for the useful life of the improvements, unless earlier modified or terminated by written agreement of the Parties.

V. CDOT Commitments

A. CDOT shall accept inspection, operation, maintenance, and repair responsibilities for the portions of the Work identified as CDOT's area of responsibility shown in **Exhibit A.**

B. CDOT shall, at its own cost and expense, inspect, operate, maintain, repair, and make ample provision each year for said activities for those portions of the Work identified as CDOT's area of responsibility in **Exhibit A.**

C. CDOT grants the Local Agency access to enter CDOT Right of Way ("ROW") to perform inspection and maintenance duties. Though a separate access permit will not be required, notification to CDOT of a Local Agency approved and CDOT accepted Method of Handling Traffic shall be required for any work impacting traffic.

D. CDOT (and FHWA, if applicable) may make periodic inspections of the Project and/or Facilities to verify that they are being adequately operated, maintained, and repaired. If CDOT inspections indicate the Project are not functioning as designed, CDOT may issue a written notice to the Local Agency to cure deficiencies. In the event the deficiencies are not remedied within the Project timeline after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies, and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.

VI. Local Agency Commitments

A. The Local Agency shall accept inspection, operation, maintenance, and repair responsibilities for the portions of the Work identified as the Local Agency's area of responsibility for the Work shown in **Exhibit A.**

B. The Local Agency shall, at its own cost and expense, inspect, operate, maintain, repair, and make ample provision each year for those portions of the Work identified as the Local Agency's area of responsibility, as shown in **Exhibit A.**

C. All Work by the Local Agency must be performed by a person experienced in the inspection, operation, and maintenance of the Project. This is to ensure that the Project are operating as designed. Any inspection form may be used if it is acceptable by agreement of the Parties.

D. The Local Agency grants CDOT access to enter Local Agency ROW to perform CDOT's inspection, operation, maintenance, and repair duties of the Work.

E. If after inspection of the Project, CDOT may issue a written notice to cure deficiencies if the Local Agency fails to inspect, report, or properly maintain the Project identified in **Exhibit A.** In the event the deficiencies are not remedied within the Project timeline after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies, and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.

VII. Joint Commitments

A. CDOT and the Local Agency will provide liaison through the representatives listed below. If the representatives or contact information changes the Party is to give written notice regarding the substitution of representatives or contact information to the other Party's Liaisons.

CDOT Project Liaison
Dessmund Prospero, PM
CDOT
2829 W Howard Pl
Denver, CO 80204
Phone: 303-512-4169
Email: dessmund.prospero@state.co.us

Local Agency Project Liaison
Chris Hudson, Deputy Director of Engineering
Town of Parker
20120 E Mainstreet
Parker, CO 80138
Phone: 303-805-3203
Email: chudson@parkeronline.org

B. If safety concerns are identified relating to the Project, the Parties will partner with each other and any other affected local jurisdictions to identify the appropriate response to maintain safe and functional Project.

C. Prior to commencing any activities, the Parties shall coordinate with each other to minimize impacts to landscaping and/or enhancements that were installed by the Local Agency. CDOT will not be responsible for replacing any enhanced landscaping or irrigation installed by the Local Agency.

D. In the event the Project fail due to surpassing their useful life cycle, the Parties will be responsible for improvements that are not covered by maintenance responsibilities of the Local Agency pursuant to **Exhibit A**.

E. Any fines levied against CDOT, or the Local Agency shall be the responsibility of the Party whose action or inaction is the cause of the fine, regardless of which Party the fine is levied against.

F. The Parties shall make, keep, maintain, and allow inspection and monitoring by CDOT, of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications pertaining in any manner to the Work. The Parties shall maintain such records for the useful life of the Project, following federal, State, and Local Agency record retention policies in either paper or electronic form.

VIII. <u>General Provisions</u>

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement.

D. Modification

The State may modify the terms and conditions of this Agreement by issuance of an updated Agreement, which shall be effective if Local Agency accepts Agreement Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Agreement in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Agreement Issuance Date. Local Agency shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Agreement and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Agreement in accordance with the intent of the Agreement.

H. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. Local Agency shall comply with and the work provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's work and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

IX. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts (agreements). Contractor refers to Local Agency and Contract refers to Agreement.

A. Statutory Approval §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability §24-30-202(5.5), C.R.S.

Financial obligations of the Parties payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq*., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq*. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. Compliance with Law

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor’s liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor’s liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. Software Piracy Prohibition

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that

Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT A

SCOPE OF WORK

Name of Project: Parker Rd Multi-Use Path – Pine Dr to Stroh Rd
Project Number: CRP M039-010
SubAccount #: 25906

The Town of Parker has been awarded funding to construction project 25906 which provides a 10-foot-wide multi-use trail/sidewalk, two (2) pedestrian bridges, and two (2) retaining walls along Parker Rd from approximately Pine Dr to Stroh Rd.

After construction, maintenance of the infrastructure built as part of the Parker Rd Multi-Use Path – Pine Dr to Stroh Rd Project will be performed by the Town of Parker.

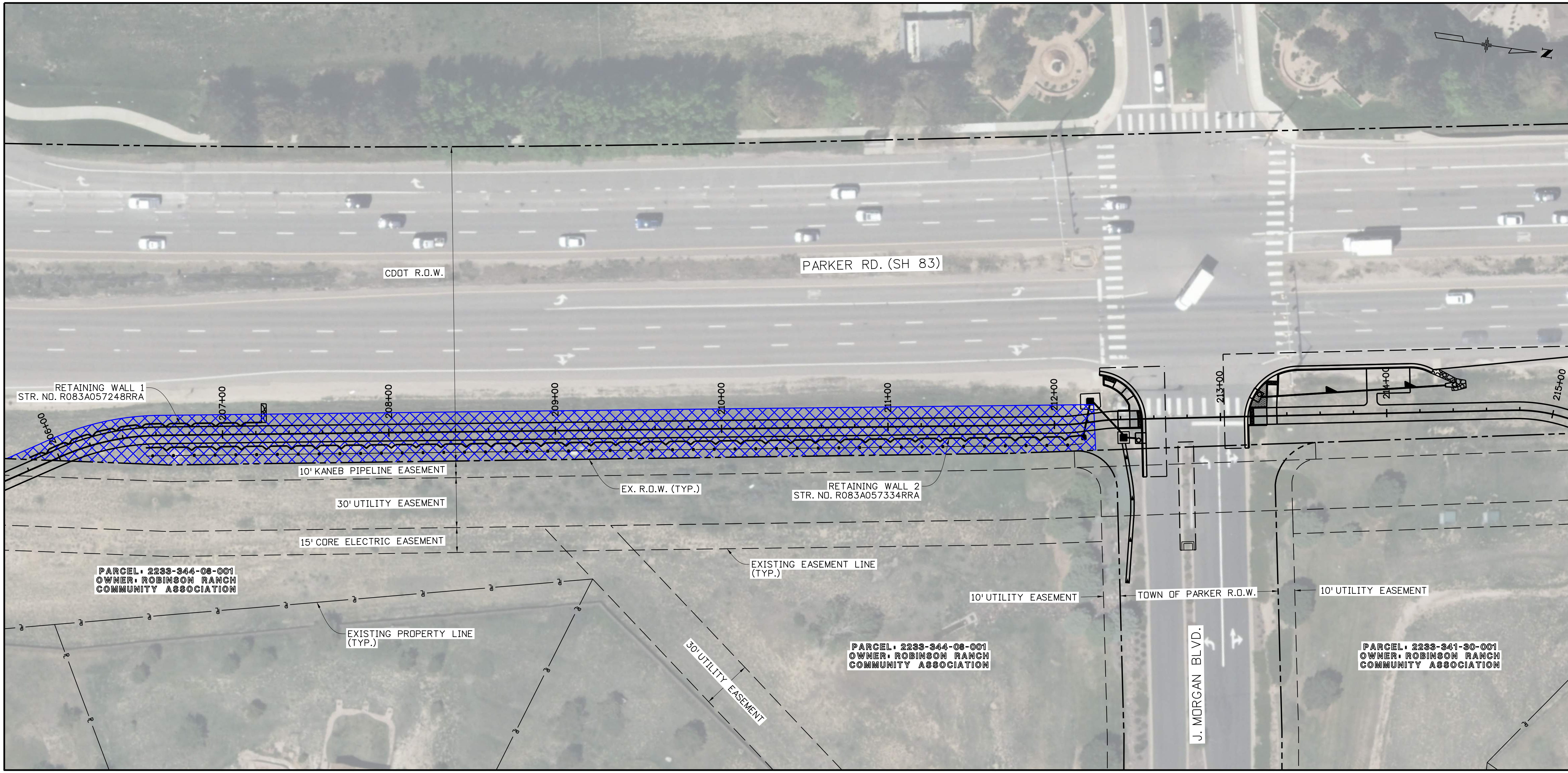
The Town of Parker is responsible for the maintenance of concrete multi-use path, two (2) pedestrian bridges, (2) retaining walls, and spilt rail fencing associated with the project.

Structures

Feature/Maintenance Activity	Agency Responsible
Pedestrian Bridge South of J. Morgan Blvd: Foundations, Abutments, Wingwalls, Prefabricated Truss Bridge	TOWN
Pedestrian Bridge North of J. Morgan Blvd: Foundations, Abutments, Wingwalls, Prefabricated Truss Bridge	TOWN
Graffiti Removal	TOWN
Retaining Walls and Associated Drainage Features (R083A057248RRA, R083A057334RRA)	TOWN

Other Features

Feature/Maintenance Activity	Agency Responsible
10-foot Concrete Multi-Use Path	TOWN
Split Rail Fence	TOWN



DATE UPDATED: FEBRUARY 12, 2025

LEGEND

THE TOWN OF PARKER WILL MAINTAIN THE CONCRETE SIDEWALK, RETAINING WALLS 1 & 2, SPLIT RAIL FENCING, AND RETAINING WALL DRAINAGE IN THIS AREA. THE TOWN WILL ALSO PERFORM TRASH AND GRAFFITI REMOVAL IN THIS AREA.

0' 30' 60'

PARKER ROAD SIDEWALKS
EAST SIDE GAPS (STROH ROAD TO PINE DRIVE)
CDOT & TOWN OF PARKER MAINTENANCE AGREEMENT EXHIBIT

Exhibit B

Local Agency Resolution (if applicable)

<u>EXHIBIT C</u> PII

Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, ________________, on behalf of __________________________ (legal name of Local Agency) (the "Local Agency"), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: __________________________

Printed Name: __________________________

Title: __________________________

Date: ___________

PARKER
COLORADO

Request for Town Council Action

Date: April 21, 2025

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

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 3.372.3 - Second Reading**
A Bill for an Ordinance to Amend Subsection 13.05.030(e) of the Parker Municipal Code Concerning Car Washes

Department: **Community Development, Bryce Matthews**

EXECUTIVE SUMMARY

The Town proposes to amend *Section 13.05.030(e)(28), Car Wash,* of the Land Development Ordinance (LDO). The proposed amendment to the LDO will establish use-specific standards for the development of car washes that apply to all zoning districts, including Planned Development (PD) zones.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As the Town approaches future build-out, Community Development staff closely monitor the remaining commercial, light industrial and mixed-use areas in order to assess conditions, ensure consistency with the Parker 2035 Master Plan and support appropriate development that protects future economic vitality. The reason for this is that the Town relies upon having an adequate base of commercial, light industrial and mixed-use areas that generate sales tax revenue and employment to ensure the long-term economic health and fiscal sustainability of the community. In recent years, the Town has experienced a proliferation of car wash development that is a concern because this use generates very limited sales tax revenue and employment while seeking to locate in high-visibility commercial areas, such as arterial corners.

In response to the above, Community Development staff are proposing to amend the LDO with new use-specific standards to more appropriately locate car washes within commercially zoned areas. The proposed changes described below are intended to permit the development of car washes in certain locations while preserving the limited, remaining high-visibility commercial areas for appropriate commercial uses that promote economic vitality, generate sales tax revenue and create employment. The proposed amendment to the LDO would establish the following use-specific standards for car washes throughout the Town, including in PD zoning districts:

1. Minimum 500-foot buffer to schools and other sensitive uses;
2. Minimum 250-foot buffer to a *Hard Corner* or residentially zoned property; and

3. Maximum of two (2) car wash uses within 660-feet of a *Hard Corner*.

The proposed amendment to LDO *Section 3.05.030, Use-Specific Standards*, will read as follows:

(e) (28) Car wash. Car washes in all zone districts including Planned Developments (PD):

a. *Car washes shall not be located within five-hundred (500) feet of an elementary or secondary school, a hospital, a continuing care facility, a group home, a group residential facility, or a day care establishment.*
b. *Car washes shall not be located within two-hundred and fifty (250) feet of:*
    1. *A Hard Corner; or*
    2. *A residentially zoned property.*
c. *There shall not be more than two (2) car washes located within six-hundred sixty (660) feet of any single Hard Corner.*

The proposed amendment to the LDO for car wash use will have the following public benefit(s):

1. It strikes a balance by continuing to permit car wash use while directing the development of the use to appropriate locations in commercial districts.
2. It establishes new standards for the use to address concerns about community character, economic vitality and mitigation of impacts.
3. It aligns the use-specific standards for car washes with those for similar auto-oriented uses such as automotive fuel sales (gas stations).
4. It preserves *Hard Corners* for appropriate commercial uses that support the Parker 2035 Master Plan goals for community character, economic vitality and future growth/development.

The proposed amendment to the LDO that establishes new use-specific standards for car washes is consistent with the goals and strategies of the Parker 2035 Master Plan as described in the attached Planning Commission staff report.

For context, staff has attached a map showing the location of existing car washes, where they may be developed in the future and those areas that are designated as a *Hard Corner*.

The Planning Commission considered the proposed amendment to the LDO at their meeting on March 27, 2025 and voted unanimously to recommend that the Town Council adopt Ordinance No. 3.372.3 regarding use-specific standards for car washes.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH
ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Ordinance No. 3.372.3
2. Planning Commission Staff Report
3. Car Wash Map

RECOMMENDED MOTION

I move to approve Ordinance No. 3.372.3 on second reading.

ORDINANCE NO. 3.372.3 , Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO AMEND SUBSECTION 13.05.030(e) OF THE PARKER MUNICIPAL CODE CONCERNING CAR WASHES

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

Section 1. Subsection 13.05.030(e) of the Parker Municipal Code is amended to read as follows:

13.05.030 Use-specific standards.

* * *

(e) Commercial uses.

* * *

(28) Car wash. Car washes in all zone districts including Planned Developments (PD):

a. Car washes shall not be located within five hundred (500) feet of an elementary or secondary school, a hospital, a continuing care facility, a group home, a group residential facility, or a day care establishment.

b. Car washes shall not be located within two hundred fifty (250) feet of:

~~a~~1. A hard corner; or

~~b~~2. A residentially zoned property.

c. There shall not be more than two (2) car washes located within six hundred sixty (660) feet of any single hard corner.

* * *

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2025.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

Parker Municipal Code

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2025.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Jamie Wynn, Town Attorney

Planning Commission Staff Report

Planning Commission Date:	**3/27/2025**
Town Council Date:	**4/21/2025**
Hearing Type:	**Public Meeting** **An Ordinance to Amend Section 13.0.030(e)(28) of the Parker Municipal Code Concerning Car Washes**
Location:	**Townwide**
Project Planner:	**Bryce Matthews, Assistant Director - Planning**
Applicant:	**Town of Parker**

Executive Summary: The Town proposes to amend *Section 13.05.030(e)(28) Car Wash* of the Parker Municipal Code. The proposed changes will incorporate use-specific standards for car washes that will apply to all zone districts including Planned Developments (PD's).

Staff Recommendation: **Approval**

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve an ordinance to amend the Parker Municipal Code regarding car washes."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve an ordinance to amend the Parker Municipal Code regarding car washes with the following conditions:"
-List proposed conditions

"I move the Planning Commission recommend Town Council deny an ordinance to amend the Parker Municipal Code regarding car washes:"
-List criteria not met (either by staff or Planning Commission)

"I move the Planning Commission vote to continue an ordinance to amend the Parker Municipal Code regarding utilities."

I. BACKGROUND/DISCUSSION

In 2024, the Town Council expressed concern about the number and location of development proposals for car washes in the Town. The Council also indicated their concern about the potential impact of a proliferation of car washes upon community character and economic vitality.

The Town Council directed staff to advance a proposal which would create new use-specific standards for car washes that align with the standards for gas stations. The draft LDO amendment to implement Council direction would establish the following standards for car wash uses throughout the Town, including in Planned Development (PD) zone districts:

1. Minimum 500-foot buffer to schools and other sensitive uses;
2. Minimum 250-foot buffer to a *Hard Corner* or residentially zoned property; and
3. Maximum of two (2) car wash uses within 660-feet of a *Hard Corner*.

The draft LDO amendment to *Section 3.05.030 Use-Specific Standards*, would read as follows:

(e) (28) Car wash. Car washes in all zone districts including Planned Developments (PD):

a. Car washes shall not be located within five hundred (500) feet of an elementary or secondary school, a hospital, a continuing care facility, a group home, a group residential facility, or a day care establishment.
b. Car washes shall not be located within two hundred fifty (250) feet of:
1. A Hard Corner; or
2. A residentially zoned property.
c. There shall not be more than two (2) car washes located within six hundred sixty (660) feet of any single Hard Corner.

For context, staff has attached a map showing the location of existing car washes, where they may be developed in the future under the current code and those areas that are designated as a *Hard Corner*.

II. PARKER 2035 MASTER PLAN

[Parker 2035 Master Plan | Town of Parker - Official Website]

MASTER PLAN CONSISTENCY	
Master Plan Designation	Choose an item. ☒ **Consistent** ☐ **Inconsistent** ☐ **Not Applicable**
Master Plan Character Discussion	The Master Plan includes *Chapter 9 Jobs and Economic vitality which* sets forth the Town's desire to balance Parker's business and retail community to it includes a variety of diverse business types. This proposed change will support preservation of key corner parcels for retail uses. In addition, *Chapter 6 Land Use* seeks to 1.A. Strengthen the identity of Parker by encouraging a balance of land uses that supports a high quality of life and contributes to the hometown character of our community 1.D. Encourage transitions between different land uses and intensities.

	1.H. Encourage land uses that create a sense of community among those who work, live and play within appropriate neighborhood 1.J. Continue to review our Land Development Ordinance to assure that it is fair, consistent and understandable.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.D Land Use 1.H Land Use 1.J Jobs and Economic Vitality 2.B
Inconsistent Goals/Strategies	**None**
Staff Analysis	Amending the code regarding limiting the location of car washes will preserve commercial corners for retail and other commercial services, preserve space for land uses that create a sense of community and will protect sensitive uses from the impacts of car washes such as traffic, idling cars and noise. The proposed change is consistent with the Parker 2035 Master Plan.

III. CONCLUSION

The draft LDO Amendment will preserve *Hard Corners* for other types of commercial uses that promote economic vitality, protect sensitive uses that may be impacted by car washes and balance the goal of limiting the car wash use while still providing an opportunity for their development in appropriate locations.

Staff recommends that the Planning Commission recommend that Town Council approve an ordinance that will amend the Land Development Ordinance regarding car washes.

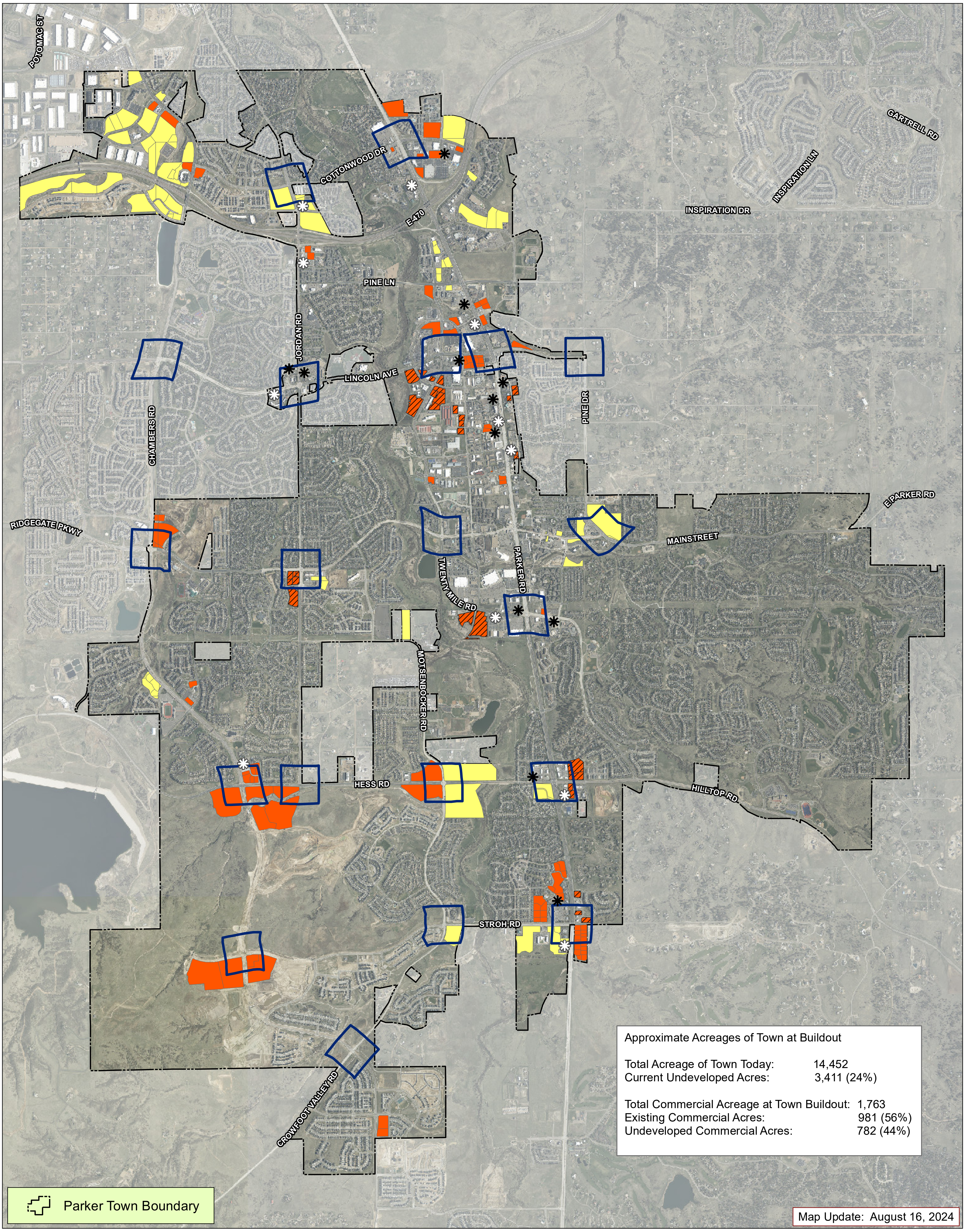
RECOMMENDED CONDITIONS

None

IV. ATTACHMENTS

1. Draft Ordinance
2. Car Wash Map

Car Wash Allowed Use on Vacant Land



Car Wash Allowance on Vacant Land

Car Wash Permitted / Allowed by Right
(approximately 316 acres)

Car Wash Permitted / Use by Special Review
(approximately 73 acres)

Car Wash Not Permitted
(approximately 408 acres)

Existing Car Wash
(12 properties / 14 acres)

Existing Car Wash at Gas Station
(11 properties / 15.5 acres)

Hard Corners

N W E S

0 0.25 0.5 Miles