TOWN OF PARKER COUNCIL AGENDA
September 17, 2018

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

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

Start times for regular agenda items are tentative; some items may be held earlier than scheduled time.

1. **TOWN COUNCIL MEETING SCHEDULE**

   A. 5:30 P.M. – Call to Order Town Council Meeting and Roll Call

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

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

2. **SPECIAL PRESENTATIONS**

   - **Bailey Eldridge - Honorary Mayor Recognition**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

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

5. **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

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

   A. APPROVAL OF MINUTES - August 29 and September 4, 2018

   B. ORDINANCE NO. 9.54.2 - First Reading
   A Bill for an Ordinance to Approve the Third Amended and Restated Establishing Contract for the E-470 Public Highway Authority

   Department: Town Attorney, Jim Maloney
   Second Reading: October 1, 2018

C. *ORDINANCE NO. 3.01.115 - First Reading*
A Bill for an Ordinance to Amend Section 13.04.210 of the Parker Municipal Code Concerning Temporary Structures and Uses

Department: *Town Attorney, Jim Maloney*
Second Reading: *October 1, 2018*

D. *ORDINANCE NO. 5.74.2 - First Reading*
A Bill for an Ordinance to Amend Section 6.06.050 and Section 6.06.100 of the Parker Municipal Code Concerning Unlawful Acts and Penalties Related to Stage 1 and Stage 2 Fire Bans

Department: *Town Attorney, Jim Maloney*
Second Reading: *October 1, 2018*

E. *ORDINANCE NO. 1.519 - First Reading*
A Bill for an Ordinance to Approve the Memorandum of Understanding for Prequalified Building Departments for Public School Construction Pursuant to C.R.S. §§ 22-32-124 and 23-71-122 Between the Colorado Department of Public Safety, Division of Fire Prevention and Control and the Town of Parker

Department: *Community Development, Randy Sale*
Second Reading: *October 1, 2018*

F. *RESOLUTION NO. 18-062*
A Resolution Accepting the Conveyance of a Traffic Signal Easement from ENT Credit Union for a Parcel of Land Being a Part of Lot 4C, Crown Point Filing No. 1, 20th Amendment

Department: *Engineering and Public Works, Alex Mestdagh*

G. *CONTRACTS ABOVE $100,000*

1. *2018 Townwide Concrete Replacement Program - CIP 18-005 - Contract Modification*

Amount: *$190,000*
Contractor: *Norra Concrete Construction Corporation*
Department: *Engineering/Public Works, John Mounier*

2. *Chambers Road Median Improvement Project (CIP 18-020)*

Amount: *$353,831.75*
Contractor: *Goodland Construction, Inc.*
Department: *Engineering/Public Works, Tom Gill*

7. PUBLIC HEARINGS

PINE BLUFFS SHOPPING CENTER ASSISTANCE PROGRAM AGREEMENT

Applicant:	**Pine Bluffs Investors, LLC**
Location:	**Northeast corner of Parker Road and Hess Road**
Department:	**Economic Development, Matt Carlson**

8. **ORDINANCES**

A. ORDINANCE NO. 1.516 - Second Reading
A Bill for an Ordinance to Indemnify the Mayor, Town Council, Town Employees and Town Appointed Officials Against Pending and Threatened Legal Action by Vista South, LLC, and Mountain Waste-South Metro LLC

Department: **Town Attorney, Jim Maloney**

B. ORDINANCE NO. 1.517 - Second Reading
A Bill for an Ordinance to Approve the Memorandum of Understanding Regarding the Douglas County Subregional Transportation Forum By and Among the Following Agencies: City of Aurora, City of Castle Pines, City of Littleton, City of Lone Tree, Town of Castle Rock, Town of Larkspur, Town of Parker and Douglas County

Department: **Engineering/Public Works, Chris Hudson**

C. ORDINANCE NO. 1.466.4- Second Reading
A Bill for an Ordinance to Amend Section 2.3 of the Town of Parker Personnel Manual Concerning Employment of Relatives/Nepotism

Department: **Human Resources, Tamara Dixon**

D. ORDINANCE NO. 9.277 - Second Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and Stonegate Village Metropolitan District Regarding Public Improvements Security

Department: **Engineering/Public Works, Chris Hudson**

E. ORDINANCE NO. 5.28.23- Second Reading
A Bill for an Ordinance to Amend Various Sections of Title 5, Section 6.02.020, Section 8.08.010, Section 11.17.020, Section 13.13.010, and Section 13.13.020 of the Parker Municipal Code Concerning Alcohol Beverages and Marijuana

Department: **Town Attorney, Jim Maloney**

F. **ORDINANCE NO. 1.518 - Second Reading**
A Bill for an Ordinance to Approve the Memorandum of Understanding Household Chemical Roundup Program Between Tri-County Health Department, the District Public Health Agency of the Counties of Adams, Arapahoe and Douglas, Colorado, and the Town of Parker

Department: **Engineering/Public Works, Jacob James**

G. **ORDINANCE NO. 9.278 - Second Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker, Colorado, and Reata Ridge Village Metropolitan District Nos. 1-2

Department: **Town Attorney, Jim Maloney**

H. **ORDINANCE NO. 1.477.2 - Second Reading**
A Bill for an Ordinance to Approve the Second Amendment to Easement for Vehicle Parking and Other Use of Right-of-Way (Parker & Lincoln Development, LLC)

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

9. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

September 17, 2018

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

1. Town Administrator Evaluation Process

2. Town Attorney Evaluation Process

"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)."

3. Section 13.05.010 and Section 13.10.220 of the Parker Municipal Code concerning floodplain development

4. *Vista South, LLC, et al., v. City of Centennial, et al.*, Douglas County District Court, Case No. 2018CV030354

5. Colo. Rev. Stat. Section 31-12-106(1) (Enclave annexation)

6. Colo. Const. Art. II, Section 15/Amendment 74/Initiative 108

TOWN OF PARKER
TOWN COUNCIL SPECIAL MEETING
AUGUST 29, 2018

Mayor Mike Waid called the meeting to order at 5:37 P.M. All Councilmembers were present.

Amy Holland moved and Josh Martin seconded to go into 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), concerning Colorado Revised Statutes Section 24-10-109 (Notice of Claim).

The motion was approved unanimously.

Renee Williams moved and Debbie Lewis seconded to come out of Executive Session at 7:20 P.M. at which time the special meeting was adjourned.

The motion was approved unanimously.

________________________________ ______________________________

Carol Baumgartner, Town Clerk Mike Waid, Mayor

TOWN OF PARKER COUNCIL
MINUTES
SEPTEMBER 4, 2018

Mayor Pro Tem John Diak called the meeting to order at 5:48 P.M. Mayor Waid was absent.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were two (2) items. Under C.R.S. § 24-6-402(4)(b) there was one (1) item to receive legal advice on specific legal questions concerning Ironstone Condominium at Stroh Ranch Association, et al., v. Town of Parker, et al., Douglas County District Court, Case No. 2018CV30050 and the second was concerning Vista South, LLC, et al., v. City of Centennial, et al., Douglas County District Court, Case No. 2018CV030354.

EXECUTIVE SESSION
Josh Martin moved and Joshua Rivero seconded the motion 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 motion was approved unanimously.

Joshua Rivero moved and Debbie Lewis seconded to come out of Executive Session at 6:21 P.M.

The motion was approved unanimously.

REGULAR MEETING
Mayor Pro Tem Diak reconvened the meeting at 7:01 P.M.

Mayor Pro Tem Diak led the Council and audience in the Pledge of Allegiance.111

SPECIAL PRESENTATIONS
John Diak read the Proclamation for Towns and Cities Week.

PARKER CHAMBER OF COMMERCE UPDATES - None

DOWNTOWN BUSINESS ALLIANCE UPDATES
Theresa Hawkins (owner of Victoria Marie Jewelers) filled in for Shelly Mango and gave a brief update.

PUBLIC COMMENTS
Kevin Hayes, 19905 Latigo Lane, invited everyone to attend the Oktoberfest on September 14-16, 2018.

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

CONSENT AGENDA

A. *APPROVAL OF MINUTES - August 20, 2018*

B. *JOINT ACCESS EASEMENT TERMINATION AGREEMENT-Monarch Lincoln Meadows, LLC, as the successor to Strawberry Tierra, Inc.*

Department: Engineering/Public Works, Alex Mestdagh

C. *ORDINANCE NO. 1.515 - First Reading*
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Tract B, Reata West Filing No. 1, 2nd Amendment

Department: Alex Mestdagh

Second Reading: October 1, 2018

D. *ORDINANCE NO. 1.516 - First Reading*
A Bill for an Ordinance to Indemnify the Mayor, Town Council, Town Employees and Town Appointed Officials Against Pending and Threatened Legal Action by Vista South, LLC, and Mountain Waste-South Metro LLC

Department: Town Attorney, Jim Maloney

Second Reading: September 17, 2018

E. *ORDINANCE NO. 1.517 - First Reading*
A Bill for an Ordinance to Approve the Memorandum of Understanding Regarding the Douglas County Subregional Transportation Forum By and Among the Following Agencies: City of Aurora, City of Castle Pines, City of Littleton, City of Lone Tree, Town of Castle Rock, Town of Larkspur, Town of Parker and Douglas County

Department: Engineering/Public Works, Chris Hudson

Second Reading: September 17, 2018

F. *ORDINANCE NO. 1.466.4- First Reading*
A Bill for an Ordinance to Amend Section 2.3 of the Town of Parker Personnel Manual Concerning Employment of Relatives Nepotism

Department: Human Resources, Tamara Dixon

Second Reading: September 17, 2017

G. *ORDINANCE NO. 9.277 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and Stonegate Village Metropolitan District Regarding Public Improvements Security

Department: Engineering/Public Works, Chris Hudson

Second Reading: September 17, 2018

H. ORDINANCE NO. 5.28.23- First Reading
A Bill for an Ordinance to Amend Various Sections of Title 5, Section 6.02.020, Section 8.08.010, Section 11.17.020, Section 13.13.010, and Section 13.13.020 of the Parker Municipal Code Concerning Alcohol Beverages and Marijuana

Department: Town Attorney, Jim Maloney

Second Reading: September 17, 2018

I. ORDINANCE NO. 1.518 - First Reading
A Bill for an Ordinance to Approve the Memorandum of Understanding Household Chemical Roundup Program Between Tri-County Health Department, the District Public Health Agency of the Counties of Adams, Arapahoe and Douglas, Colorado, and the Town of Parker

Department: Engineering/Public Works, Jacob James

Second Reading: September 17, 2018

J. ORDINANCE NO. 9.278 - First Reading
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker, Colorado, and Reata Ridge Village Metropolitan District Nos. 1-2

Department: Town Attorney, Jim Maloney

Second Reading: September 17, 2018

K. ORDINANCE NO. 1.477.2 - First Reading
A Bill for an Ordinance to Approve the Second Amendment to Easement for Vehicle Parking and Other Use of Right-of-Way

Department: Engineering/Public Works, Alex Mestdagh

Second Reading: September 17, 2018

L. PARCEL 1, CHALLENGER PARK FILING NO. 1 - Easements

Department: Engineering/Public Works, Alex Mestdagh

(1) RESOLUTION NO. 18-059
A Resolution Accepting the Conveyance of the First Amendment to Sight Distance Easement Agreement from the Solomon Foundation for Parcel 1, Challenger Park Filing No. 1

(2) RESOLUTION NO. 18-060
A Resolution Accepting the Conveyance of a Drainage Easement Agreement from the Solomon Foundation for Parcel 1, Challenger Park Filing No. 1

Amy Holland moved and Josh Martin seconded to approve Consent Agenda Items 7A through 7J.

The motion was approved unanimously.

PUBLIC HEARINGS

RESOLUTION NO. 18-061
A Resolution to Approve the Service Plan for Meadowlark Metropolitan District
Department: Town Attorney, Jim Maloney

7:16 P.M.
The owner of Meadowlark Property desires to form a metropolitan district to finance the construction of public improvements. The property owner cannot proceed to form a metropolitan district until the Town Council, following notice and hearing, approves the service plan for the metropolitan district. It was noted that once this is paid, the district will dissolve.

The application was administratively reviewed by Town staff as required by Section 10.11.160 of the Parker Municipal Code and a comprehensive analysis is contained in the written report.
Applicant
Paula Williams of McGeady Becher, 450 E. 17th Ave., Suite 400, Denver, CO, represented the applicant and thanked Council, Jim Maloney and staff for their hard work on this project.

Public Comment – None

The Public Hearing was closed at 7:21 P.M.

Josh Rivero moved to approve Resolution No. 18-061.

Renee Williams seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 7:21 P.M.

____________________________ ____________________________

Carol Baumgartner, Town Clerk John Diak, Mayor Pro Tem

PARKER
COLORADO

Request for Town Council Action

Date:	September 17, 2018
Submitted By:	Jim Maloney, Town Attorney
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO. 9.54.2 - First Reading** **A Bill for an Ordinance to Approve the Third Amended and Restated Establishing Contract for the E-470 Public Highway Authority**

Department: **Town Attorney, Jim Maloney**
Second Reading: **October 1, 2018**

EXECUTIVE SUMMARY

The E-470 Public Highway Authority (the "Authority") has requested that members of the Authority consider amending the contract that established the Authority (the "Establishing Contract"). The purpose of the amendment is to address language changes to the Establishing Contract that are consistent with the Public Highway Authority Law and acknowledge the Authority's ability to finance, construct, operate and/or maintain other public highways as defined under the Public Highway Authority Law within or outside of the Authority's boundaries.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker is a member of the Authority. The Authority consists of eight (8) members, including three (3) counties and five (5) home rule municipalities. These include Adams County, Arapahoe County, Douglas County, City of Aurora, City of Thornton, City of Brighton, City of Commerce City, and the Town. The Authority was originally established on January 13, 1988, pursuant to the Public Highway Authority Law as provided in the Establishing Contract. This law provides for the establishment of a legal entity called an "authority" by municipalities/counties to construct public highway beltways around metropolitan regions and to finance the construction through the collection of tolls. The Town became a member of the Authority on July 28, 1989. The Establishing Contract was last amended on March 1, 2011, by the "Second Amended and Restated Establishing Contract." The purpose of the proposed "Third

Amended and Restated Establishing Contract" is to address language changes to the Establishing Contract that are consistent with the Public Highway Authority Law and to acknowledge the ability of the Authority to finance, construct, operate and/or maintain other public highways as defined under the Public Highway Authority Law within and outside of the Authority boundaries. Public Highways are defined as follows:

"Public highway" means a beltway or other transportation improvement located in a metropolitan region which shall be an expressway which generally circumscribes a metropolitan region and will be primarily utilized for major traffic movement at higher traffic speeds. A public highway may, as the board determines, consist of improvements, including, but not limited to, paving, grading, landscaping, curbs, gutters, culverts, sidewalks, bikeways, lighting, bridges, overpasses, underpasses, rail crossings, frontage roads, access roads, interchanges, drainage facilities, mass transit lanes, park-and-ride facilities, toll collection facilities, service areas, administrative or maintenance facilities, gas, electric, water, sewer, and other utilities located or to be located in the right-of-way for a public highway, and other real or personal property, including easements, rights-of-way, and other interests therein, relating to the financing, construction, operation, or maintenance of a public highway.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Ordinance No. 9.54.2

RECOMMENDED MOTION

I move to approve Ordinance No. 9.54.2 on first reading and to schedule second reading for October 1, 2018, as part of the consent agenda.

ORDINANCE NO. __9.54.2__, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE THIRD AMENDED AND RESTATED ESTABLISHING CONTRACT FOR THE E-470 PUBLIC HIGHWAY AUTHORITY

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

Section 1. The Town Council of the Town of Parker hereby approves the Third Amended and Restated Establishing Contract for the E-470 Public Highway Authority, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

EXHIBIT 1

THIRD~~SECOND~~ AMENDED AND RESTATED ESTABLISHING CONTRACT FOR THE E-470 PUBLIC HIGHWAY AUTHORITY

THIS THIRD~~SECOND~~ AMENDED AND RESTATED ESTABLISHING CONTRACT FOR THE E-470 PUBLIC HIGHWAY AUTHORITY ("Second Amended and Restated Contract") is made and entered into as of this _____ day of ________________________, 2018~~1~~, pursuant to Article XIV, Section 18(2) of the Colorado Constitution, part 2 of article 1, title 29, C.R.S., title 30, C.R.S., title 31, C.R.S., appropriate municipal charter provisions, and part 5 of article 4, title 43, C.R.S., by and between ADAMS COUNTY, a body politic and corporate and a political subdivision of the State of Colorado, ARAPAHOE COUNTY, a body politic and corporate and political subdivision of the State of Colorado, DOUGLAS COUNTY, a body politic and corporate and a political subdivision of the State of Colorado, the CITY OF AURORA, a municipal corporation and political subdivision of the State of Colorado, the TOWN OF PARKER, a municipal corporation and political subdivision of the State of Colorado, the CITY OF THORNTON, a municipal corporation and political subdivision of the State of Colorado, the CITY OF BRIGHTON, a municipal corporation and political subdivision of the State of Colorado, and the CITY OF COMMERCE CITY, a municipal corporation and political subdivision of the State of Colorado (singularly or collectively the "Governmental Unit(s)").

RECITALS

WHEREAS, the large population and population growth within the Denver metropolitan region, the significant and growing demand for Construction of beltways within the Denver metropolitan region to facilitate traffic movement and the inadequacy of current transportation facilities to meet that demand, the division of the Denver metropolitan region into a variety of incorporated and unincorporated areas, the need to coordinate planning and Construction of beltways or other transportation improvements to serve regional needs, and the limited availability of state and federal funds for such purposes, have caused the Colorado General Assembly to enact the Public Highway Authority Law in part 5 of article 4, title 43, C.R.S. ("the Act"); and

WHEREAS, it is the stated intention of the Colorado General Assembly that public highway authorities be formed to finance, Construct, operate, or maintain all or a portion of a beltway or other transportation improvements in, inter alia, the Denver metropolitan region which, because of the cost or the location thereof in the jurisdiction of more than one municipality or county, cannot feasibly be financed, Constructed, operated, or maintained by a municipality or county acting alone; and

WHEREAS, a public highway authority denominated the "E-470 Public Highway Authority" ("the Authority") was created by the Establishing Contract for the E-470 Public Highway Authority dated as of January 13, 1988, as amended by the First Amendment to the Establishing Contract for the E-470 Public Highway Authority dated as of March 2, 1988, as amended by the Second Amendment to the Establishing Contract for the E-470 Public Highway

Authority dated as of January 18, 1989, as amended by the Third Amendment to the Establishing Contract for the E-470 Public Highway Authority dated as of July 28, 1989 (the "Third Amendment"), as amended by the Fourth Amendment to the Establishing Contract for the E-470 Public Highway Authority(the "Fourth Amendment"), as amended by the Fifth Amendment to the Establishing Contract for the E-470 Public Highway Authority dated as of December 3, 1990 (the "Fifth Amendment"), as amended by the Sixth Amendment to the Establishing Contract for the E-470 Public Highway Authority dated as of January 10, 1995 (the "Sixth Amendment"), as amended by the Seventh Amendment to the Establishing Contract for the E-470 Public Highway Authority dated as of June 13, 1995, as amended by the Eighth Amendment to the Establishing Contract for the E-470 Public Highway Authority dated as of April 26, 2000, as amended by the 2001 Amended and Restated Establishing Contract for the E-470 Public Highway Authority, as amended by this Second Amended and Restated Contract, and as may be further amended from time to time (collectively and in its various iterations referred to herein as the "Establishing Contract"), by and between Adams County, Arapahoe County and Douglas County, and, by amendments to the Establishing Contract, the City of Aurora, the Town of Parker, the City of Thornton, the City of Brighton, and the City of Commerce City, to finance, Construct, operate or maintain E-470 and other Public Highways; and

WHEREAS, the execution of this Establishing Contract by the Governmental Units is permitted by Article XIV, Section 18(2) of the Colorado Constitution, part 2 of article 1, title 29, C.R.S., and the Act, and is essential to the continued economic growth of the Denver metropolitan region, is in the public interest, and will promote the health, safety, and welfare of the citizens of this state by securing for them more adequate transportation in the form of both E-470 Public Highway and other Public Highways in order to meet the regional need for coordinated planning and construction of beltways or other transportation improvements; and

WHEREAS, the right-of-way dedication provisions of the Third, Fourth, Fifth and Sixth Amendments ("the Right-of-Way Amendments") to the Establishing Contract are still in full force and effect as described in said Amendments and are considered to be fully incorporated by this Establishing Contract. Such Right-of-Way Amendments are attached hereto as Appendices A, B, C and D, respectively; and

NOW, THEREFORE, in consideration of the mutual promises and benefits herein expressed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby freely acknowledged, the Governmental Units hereby covenant and agree as follows:

DEFINITIONS

As used in this Establishing Contract, unless the context otherwise requires:

"Affiliate" shall mean any Colorado local government, regional planning agency, or regional transportation agency seeking to have a non-voting member on the Board and accepted as such by the Governmental Units.

"Authority" means the E-470 Public Highway Authority, a body corporate and political subdivision of the State of Colorado created pursuant to the Establishing Contract and the Act.

"Board" means any board of directors of the Authority.

"Bond" means any bond, note, interim certificate, contract, or other evidence of indebtedness of the Authority authorized by the Act.

"Construct," "Constructed" or "Construction" means the planning, designing, engineering, acquisition, installation, construction, and reconstruction of E-470 or other Public Highways.

"County" means any county organized under the laws of the state, including any city and county.

"Director" means a voting member of the Board, and shall include a qualified alternate Director.

"E-470" shall mean the E-470 Public Highway which generally circumscribes the northern, eastern and southern perimeters of the Denver metropolitan region and which may comprise any and all elements of a Public Highway.~~s a beltway or other transportation improvement located in the Denver metropolitan region, which shall be an expressway which generally circumscribes the northern, eastern and southern perimeters of the Denver metropolitan region, and which will be primarily utilized for major traffic movement at higher traffic speeds. Upon completion, no public highway of more than three lanes shall have at-grade intersections. E-470 may, as the board determines, consist of improvements, including, but not limited to, paving, grading, landscaping, curbs, gutters, culverts, sidewalks, bikeways, lighting, bridges, overpasses, underpasses, rail crossings, frontage roads, access roads, interchanges, drainage facilities, mass transit lanes, park-and-ride facilities, toll collection facilities, service areas, administrative or maintenance facilities, gas, electric, water, sewer, and other utilities located or to be located in the right-of-way for a public highway, and other real or personal property, including easements, rights-of-way, and other interests therein, relating to the financing, Construction, operation, or maintenance of a public highway. It is not the intention of the Authority to provide or operate gas, electric, water, sewer or other utilities as a part of E-470 or the public highway, except that the Board may adopt rules and require the payment of reasonable fees to cover administrative costs for the use of E-470 or the public highway for such purposes by other entities or jurisdictions. It is the intent of this provision to allow the use of E-470 or the public highway rights-of-way by Governmental Units for utilities purposes.~~

"Governmental Unit" means any political subdivision that is a party to this Second Amended and Restated Contract Establishing Contract.

"Meeting" means a regular or special meeting of the Board.

"Municipality" has the same meaning as that provided in section 31-1-101, C.R.S.

"Public Highway" shall have the meaning assigned to such term in Section 43-4-503(12), C.R.S. of the Act and the term shall be interpreted in accordance with the legislative declaration set forth in Section 43-4-502, C.R.S., the Authority's broad cooperative powers set forth in Section 43-4-510, C.R.S., and the cooperative powers of the Governmental Units set forth in Section 43-4-511, C.R.S. in order to provide beltways and other transportation improvements to serve regional needs.

"Statutory Representative" shall mean any representative designated as a non-voting member of the Board as provided in Section 43-4-504(5), C.R.S.

COVENANTS AND AGREEMENTS

1. Establishment and Denomination of Public Highway Authority. The Governmental Units hereby create and establish a public highway authority denominated the E-470 Public Highway Authority (the "Authority").

2. Purposes. The purposes of the Authority shall be to finance, Construct, operate, and/or maintain E-470 and other Public Highways as may be determined by the Board to aid in regional cooperation regarding transportation infrastructure, improvements and facilities which are presently inadequate given continued population growth and financial constraints upon state and local government in Colorado that continue to serve the overall mission of E-470 as adopted by its Board of Directors, and in this regard to carry out all or any part of those functions or activities ~~defined under "E-470" or~~ permitted by the Act, except as specifically limited by this Establishing Contract.

3. Powers. The Authority, by and through the Board, shall possess all the powers, privileges and duties permitted by the Act, except as specifically limited by this Establishing Contract.

4. Establishment of Board of Directors. There is hereby established the Board, in which all legislative power of the Authority is vested. Each Governmental Unit shall have the right to appoint one Director to the Board, who shall be, at the time of appointment and throughout such Director's tenure on the Board, an elected officer of the legislative or governing body of such Governmental Unit. Such appointment shall be evidenced by notification, in writing, to the Authority by the appointing Governmental Unit. Each Director shall serve at the pleasure of such Governmental Unit and may only be removed or replaced by the Governmental Unit that appointed such Director. The Board may from time to time establish Affiliates the representatives of which shall be non-voting members of the Board. Statutory Representatives shall be non-voting members of the Board.

The Board shall elect executive officers of the Authority. The officers of the Authority shall consist of a Chairman, a Vice-Chairman, a Secretary, and a Treasurer (or if the Board elects to combine the offices of Secretary and Treasurer then a Secretary/Treasurer); in addition such officers, assistant officers, agents and employees that the Board may from time to time deem necessary may be elected by the Board or be appointed in a manner prescribed by the Board. The Chairman shall preside at all Meetings of the Board. The Vice-Chairman shall assist the Chairman and shall, in the absence of the Chairman, preside at all Meetings of the Board and shall perform such other duties as the Board may from time to time determine. The Secretary or Secretary/Treasurer shall maintain the records and files of the Board and of the Authority and shall perform such other duties as the Board may from time to time prescribe. The Treasurer or Secretary/Treasurer shall keep and maintain financial records of the Board and of the Authority and shall report on the financial state of the Authority as directed by the Board, and shall perform such other duties as the Board may from time to time prescribe. The Chairman, Vice-Chairman, Treasurer or Secretary/Treasurer shall be elected from among and by the Directors. In the event of a vacancy in the office of Chairman, the Vice-Chairman shall serve as Chairman for the remaining portion of the Chairman's term of office. The Board may act by resolution to prescribe the terms of office, times of elections and methods of filling vacancies in offices other than Chairman.

The Board may act by motion and/or resolution and the actual attendance of a majority of Directors at a Meeting of the Board shall constitute a quorum, the vote of a majority of Directors at a Meeting of the Board at which a quorum is present shall be required to constitute action by the Board, except for: (i) approval or amendment of an annual operating budget for the Authority, (ii) convening an executive session of the Board, or (iii) determining the location of the alignment of E-470, in which case the affirmative vote of at least two-thirds of all Directors shall be required. For purposes of a quorum being present pursuant to this paragraph, Directors may attend, participate, debate and vote on matters before the Board by telephone or other two-way electronic means of communications provided the comments and votes of the Directors attending electronically are able to be contemporaneously communicated to the Directors and to the general public present at the Meeting.

Any Director may, from time to time, designate, in writing, an Alternate Director, who shall possess the same qualifications as a Director and who shall, in the absence of such Director, be entitled to attend Meetings of the Board and exercise the same powers of such Director. However, Alternate Directors are not eligible for election to office.

5. <u>Meetings.</u> Regular Meetings of the Board shall be held from time to time, on such day, and at such hour as the Board shall from time to time establish. Special Meetings of the Board may be held at any time at any place within or without the state of Colorado, upon seventy-two (72) hours' electronic or printed written notice to each Director, unless such notice be waived in writing by the Director entitled to receive notice. Notice of all Meetings of the Board shall be given by providing written notice thereof to the clerk of each Governmental Unit at least three (3) days in advance of such meeting. Notice of all Meetings of the Board shall be given to the public as required by law.

6. <u>Distribution, Disposition, or Division of Assets.</u> Subject to the provisions of this paragraph, the Board may make such decisions regarding the distribution, disposition or division of assets of the Authority as it deems appropriate. In all cases, the fixed assets of the Authority shall be distributed to each Governmental Unit that has territory where such assets are situated, and in this regard a Municipality's territory shall apply as opposed to that of a County. The liquid assets of the Authority shall be distributed to each Governmental Unit on an equitable basis, subject to unanimous ratification by the Governmental Units.

7. Boundaries of the Authority. The boundaries of the Authority are hereby redesignated and reestablished as one and one-half miles on either side of the proposed center-line of E-470, and as more specifically described in the legal description and sketch attached hereto as Exhibit A and incorporated herein by this reference. The Governmental Units acknowledge that the boundaries of the Authority may be changed by action of two-thirds of the Governmental Units of the Authority. Section 43-4-506(1)(f), C.R.S. authorizes the Authority to construct, finance, operate or maintain Public Highways within or without the Authority's boundaries, as may be determined from time to time by the Board.

8. Term, Withdrawal and Dissolution. This Establishing Contract shall commence on the date of its full execution by all the Governmental Units, and be perpetual until terminated or rescinded by the unanimous written agreement of all the Governmental Units or until the Authority consists of fewer than two (2) Governmental Units. Additionally, any Governmental Unit may withdraw from participation in the Authority upon thirty (30) days' written notice of its intent to withdraw to the Board. However, no such termination, rescission, dissolution or withdrawal shall be effective until and unless satisfactory provisions have been made to discharge all the obligations of the Authority, including any Bonds issued or assumed thereby, in a manner that will protect the rights and interest of the holders of such obligations, including Bonds of the Authority, and any withdrawing Governmental Unit shall remain liable for the performance of any financial commitments made to the Authority prior to the time of such withdrawal.

9. Amendments. This Establishing Contract contains all of the terms agreed upon by and among the Governmental Units. Any amendments or modifications to this Establishing Contract must be reduced to writing and executed by all the Governmental Units to be valid and binding.

10. Local Land Use of Governmental Units for E-470. All decisions relating to local land use aspects of E-470 including, without limitation, the approval and/or provision of slip ramps, interchanges, over-passes, etc., shall remain under the exclusive control of the Governmental Unit within whose territory such facilities are located; provided, however, that no such decision(s) shall impair the overall integrity or function of E-470; and provided further that no such decision(s) shall impose any additional costs upon the Authority or the other Governmental Units.

11. Eminent Domain. The Authority may exercise the power of eminent domain as provided in section 43-4-506(1)(h), C.R.S.; provided, however, the Authority may not exercise the power of eminent domain with respect to the property of any Governmental Unit.

12. Addition of Parties. The Board may include additional parties to this Establishing Contract upon such terms and conditions as it deems appropriate; provided, however, that any decision by the Board to include additional parties shall be subject to the amendment of this Establishing Contract by the unanimous, written agreement of the Governmental Units, and shall be further subject to compliance with the provision of the Act.

13. Successor to Prior Entity. The Authority may be the successor in interest to the E-470 Authority established by contract as of February 25, 1985, pursuant to Article XIV, Section 18(2) of the Colorado Constitution and part 2 of article 1, title 29, C.R.S., and shall be entitled to all rights and privileges, and may assume all obligations and liabilities, thereof under all existing contracts to which the E-470 Authority is, as of the date of execution of this Establishing Contract, a party. It is further the intent of the Governmental Units that the Authority shall be entitled to all rights and privileges, and shall assume all obligations and liabilities, of Arapahoe County with respect to bonds previously issued by Arapahoe County for the planning, designing, engineering, acquisition, installation, Construction, and reconstruction of E-470.

14. Reliance. The Governmental Units acknowledge and agree that each is relying on the performance of the other(s) under this Establishing Contract, and that all actions or changes of positions undertaken pursuant thereto are made in such reliance. The Government Units further acknowledge and agree that each enters into this Establishing Contract in reliance upon the affirmative agreement contained in Section 43-4-516, C.R.S., that, *inter alia*, the state will not limit, alter, restrict, or impair the rights vested in the Authority or the rights or obligations of any of the Governmental Units in relation thereto.

15. Indemnification. The Authority shall indemnify and defend each Director, officer and employee of the Authority in connection with any claim or actual or threatened suit, action, or proceeding (civil, criminal, or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been such Director, officer or employee, or by reason of any action or omission by him or her in any such capacity, and shall pay any judgment resulting therefrom, except any liability arising from criminal offenses or willful misconduct or gross negligence. The Authority shall further indemnify and defend each Governmental Unit in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal, or other, including appeals), in which the Governmental Unit may be involved in its capacity as a member of the Authority, and shall pay any judgment resulting therefrom, except for liability arising from criminal offenses or willful misconduct or gross negligence. Such indemnification and duty to defend in either event shall be subject to and limited by the resources of the Authority available for such purposes, including available insurance coverage, which the Authority shall act in good faith to obtain and maintain.

16. No Obligations. No Bond or other obligation of the Authority shall be deemed to be an obligation or indebtedness of any Governmental Unit.

17. Non-Impairment. Nothing in this Establishing Contract shall be deemed to restrict, modify or otherwise impair the powers of any Governmental Unit in any manner, including any separate or discrete actions which may be taken by any Governmental Unit relating to the financing, Construction, operation or maintenance of E-470 or other Public Highways.

18. Severability. If any provision of this Establishing Contract or the application thereof to any Governmental Unit(s), person, entity or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Establishing Contract, which

can be given effect without the invalid provision or application, and to this end the provisions of this Establishing Contract, and each and every provision thereof, are declared to be severable.

19. Applicable Laws. This Establishing Contract shall be governed by and construed in accordance with the laws of the state of Colorado.

20. Assignability. No Governmental Unit may assign or transfer any of its rights or obligations hereunder without the prior written consent of the Governmental Unit(s) that is a nonassigning Party(ies) to this Establishing Contract.

21. Binding Effect. The provisions of this Establishing Contract shall bind and shall inure to the benefit of the Governmental Unit(s) and to their respective successors and permitted assigns, if any.

22. Enforcement. The Governmental Unit(s) agree and acknowledge that this Establishing Contract may be enforced in law or in equity, by decree of specific performance, and, in the event of a judgment that a breaching Governmental Unit acted arbitrarily and capriciously, or in bad faith, including an award of appropriate damages, or such other legal and equitable relief as may be available subject to the provisions of the statutes of the state of Colorado.

23. Counterpart Execution. This Establishing Contract 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 remainder of this page left intentionally blank.]

ADAMS COUNTY

By: ______________________________
Title: ____________________________

ATTEST:

By: ______________________________
Title: _____________________________

STATE OF COLORADO)
) ss.
COUNTY OF ________________)

The foregoing instrument was acknowledged before me this ____________ day of ________________, 201~~1~~8, by _________________________ as ____________________ and ____________________________________ as __________________________of Adams County.

Witness my hand and official seal.

My commission expires: _______________________________________

____
Notary Public

ARAPAHOE COUNTY

By: ________________________________

Title: ______________________________

ATTEST:

By: _______________________________

Title: ______________________________

STATE OF COLORADO)
) ss.
COUNTY OF __________________)

The foregoing instrument was acknowledged before me this ____________ day of __________________, 2018~~1~~, by __________________________ as _____________________ and ______________________________________ as ___________________________of Arapahoe County.

Witness my hand and official seal.

My commission expires: ____

____
Notary Public

DOUGLAS COUNTY

By: ___________________________________
Title: _________________________________

ATTEST:

By: ___________________________________
Title: _________________________________

STATE OF COLORADO)
) ss.
COUNTY OF ___________________)

The foregoing instrument was acknowledged before me this ______________ day of ___________________, 201~~1~~8, by _____________________________ as _______________________ and ____ as ______________________________of Douglas County.

Witness my hand and official seal.

My commission expires: ____

____
Notary Public

CITY OF AURORA

By: ______________________________

Title: ____________________________

ATTEST:

By: ______________________________

Title: _____________________________

STATE OF COLORADO)
) ss.
COUNTY OF ________________)

The foregoing instrument was acknowledged before me this ____________ day of _________________, 2018~~1~~, by _________________________ as ____________________ and ____________________________________ as __________________________of the City of Aurora.

Witness my hand and official seal.

My commission expires: ____

____

Notary Public

TOWN OF PARKER

By: ______________________________

Title: ____________________________

ATTEST:

By: ______________________________

Title: ____________________________

STATE OF COLORADO)

) ss.

COUNTY OF ________________)

The foregoing instrument was acknowledged before me this ____________ day of ________________, 2018~~1~~, by _________________________ as ____________________ and ____________________________________ as __________________________of the Town of Parker.

Witness my hand and official seal.

My commission expires: ______________________________________

____

Notary Public

CITY OF THORNTON

By: ___________________________________
Title: ________________________________

ATTEST:

By: ___________________________________
Title: _________________________________

STATE OF COLORADO)
) ss.
COUNTY OF ____________________)

The foregoing instrument was acknowledged before me this ______________ day of ____________________, 2018~~1~~, by _____________________________ as _______________________ and ____ as ______________________________of the City of Thornton.

Witness my hand and official seal.

My commission expires: ____

____
Notary Public

CITY OF BRIGHTON

By: ___________________________________
Title: _________________________________

ATTEST:

By: ___________________________________
Title: _________________________________

STATE OF COLORADO)
) ss.
COUNTY OF ____________________)

The foregoing instrument was acknowledged before me this ______________ day of ____________________, 2018~~1~~, by ____________________________ as ______________________ and ____ as _____________________________of the City of Brighton.

Witness my hand and official seal.

My commission expires: ____

____
Notary Public

CITY OF COMMERCE CITY

By: ________________________________
Title: ______________________________

ATTEST:

By: ________________________________
Title: ______________________________

STATE OF COLORADO)
) ss.
COUNTY OF ________________)

The foregoing instrument was acknowledged before me this ____________ day of ________________, 201~~1~~8, by __________________________ as ____________________ and _____________________________________ as ___________________________ of the City of Commerce City.

Witness my hand and official seal.

My commission expires: ____

____
Notary Public

M:\E-470\ESTABLISHING CONTRACT
TKO1844~~JLH351~~
0029.0007

EXHIBIT A

PARKER
COLORADO

Request for Town Council Action

Date: September 17, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.01.115 - First Reading**
A Bill for an Ordinance to Amend Section 13.04.210 of the Parker Municipal Code Concerning Temporary Structures and Uses

Department: **Town Attorney, Jim Maloney**
Second Reading: **October 1, 2018**

EXECUTIVE SUMMARY

The Town Code does not authorize the Community Development Department to deny the issuance of a temporary use permit for a fireworks stand or suspend a temporary use permit that was issued for a fireworks stand when a Stage 1 or Stage 2 fire ban is in place.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Code requires the issuance of a temporary use permit to operate a fireworks stand. Under the Town Code, the Town staff is required to issue a temporary use permit if all of the requirements of the Town Code are met by the applicant, even if a Stage 1 or Stage 2 fire ban is in effect. Additionally, the Town Code does not authorize Town staff to suspend a temporary use permit for a fireworks stand if a Stage 1 or Stage 2 fire ban goes into effect after the permit is issued. The purpose of the attached ordinance is to authorize the Planning Director or designee to deny the application for a temporary use permit for a fireworks stand if a Stage 1 or Stage 2 fire ban is in effect. Similarly, the attached ordinance would authorize the Planning Director or designee to suspend a temporary use permit for a fireworks stand for a Stage 1 or Stage 2 fire ban that goes into effect after the permit is issued. Additionally, the attached ordinance would allow for an appeal of the Planning Director's or designee's decision to the Town Council.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 3.01.115

RECOMMENDED MOTION

I move to approve Ordinance No. 3.01.115 on first reading and to schedule second reading for October 1, 2018, as part of the consent agenda.

ORDINANCE NO. ______3.01.115_____, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 13.04.210 OF THE PARKER MUNICIPAL CODE CONCERNING TEMPORARY STRUCTURES AND USES

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

Section 1. Section 13.04.210 of the Parker Municipal Code is amended to correct the numbering of paragraph (d) to (c), and read as follows:

13.04.210 Temporary structures and uses.

* * *

~~(d)~~(c) Temporary uses.

* * *

(10) The temporary use shall be operated in compliance with Title 6 of this Code, including, but not limited, to noise, litter, trash and debris from such use. **A fireworks stand is not eligible for a temporary use permit when a Stage 1 Fire Ban or a Stage 2 Fire Ban, as defined in Chapter 6.06 of the Code, is in effect.**

* * *

(d) Revocation/Suspension. The Planning Director or designee may revoke a temporary use permit for failure to comply with the terms of the permit or the Code. The Planning Director or designee shall suspend any permit issued for a fireworks stand during the period of time that a Stage 1 Fire Ban or a Stage 2 Fire Ban, as defined in Chapter 6.06 of the Code, is in effect. The decision of the Planning Director or designee to terminate or suspend a temporary use permit may be appealed to the Town Council within fifteen (15) days of the date of the decision.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date: September 17, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.74.2 - First Reading**
A Bill for an Ordinance to Amend Section 6.06.050 and Section 6.06.100 of the Parker Municipal Code Concerning Unlawful Acts and Penalties Related to Stage 1 and Stage 2 Fire Bans

Department: **Town Attorney, Jim Maloney**
Second Reading: **October 1, 2018**

EXECUTIVE SUMMARY

The purpose of this ordinance is to make it unlawful to offer for sale any fireworks in Town when a Stage 1 or Stage 2 fire ban is in place, including fireworks stands. Additionally, this ordinance would authorize the Town to seize impermissible fireworks offered for sale.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The attached ordinance and Ordinance No. 3.01.115, which will be considered contemporaneously by Town Council, will address the sale of fireworks when a Stage 1 or Stage 2 fire ban is in effect. The purpose of Ordinance No. 3.01.115 is to authorize the Planning Director or designee to deny an application for a temporary use permit for a fireworks stand or suspend a temporary use permit that was issued for a fireworks stand when a Stage 1 or Stage 2 fire ban is in effect. If Ordinance No. 3.01.115 is approved by Town Council, then the attached ordinance would make the purchase or sale of all fireworks in the Town unlawful while a Stage 1 or Stage 2 fire ban is in effect, including fireworks sold by a fire stand.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 5.74.2

RECOMMENDED MOTION

I move to approve Ordinance No. 5.74.2 on first reading and to schedule second reading for October, 1, 2018, as part of the consent agenda.

ORDINANCE NO. ______5.74.2_______, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 6.06.050 AND SECTION 6.06.100 OF THE PARKER MUNICIPAL CODE CONCERNING UNLAWFUL ACTS AND PENALTIES RELATED TO STAGE 1 AND STAGE 2 FIRE BANS

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

Section 1. Section 6.06.050 of the Parker Municipal Code is amended to read as follows:

6.06.060 Unlawful acts.

* * *

(b) It shall also be unlawful for any person to offer for sale any fireworks, as defined in Section 6.06.050 above, in the Town **when a Stage 1 Fire Ban or a Stage 2 Fire Ban, as defined in herein, is in effect**~~, including public, private, state and federal lands; provided, however, that it shall not be a violation of this Section if the person offering fireworks for sale has provided the notice described in Section 6.04.050 of this Title and prominently displays a public notice sign at each point of sale location that is clearly visible to purchasers. Each such public notice sign shall measure not less than two (2) feet by three (3) feet and shall consist of a white background with black lettering. Letter size shall be a minimum of three (3) inches high. The public notice sign shall read:~~

~~**PUBLIC NOTICE**~~

~~**When Town of Parker Fire and Burning Restrictions are in effect, the use of all fireworks is strictly prohibited. Information on current restrictions can be found at the Town Web site at www.parkeronline.org**~~

* * *

Section 2. Section 6.06.100 of the Parker Municipal Code is amended by the addition of new paragraph (b) and renumbered paragraph (c) to read as follows:

6.06.100 Penalty for violation.

* * *

(b) The Town may seize, take, and remove, at the expense of the owner all stocks of impermissible fireworks offered or exposed for sale, stored or held in violation of this Chapter.

~~(b)~~(c)

Section 3. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 4. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date:	September 17, 2018
Submitted By:	Randy Sale, Chief Building Official John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO. 1.519 - First Reading** **A Bill for an Ordinance to Approve the Memorandum of Understanding for Prequalified Building Departments for Public School Construction Pursuant to C.R.S. §§ 22-32-124 and 23-71-122 Between the Colorado Department of Public Safety, Division of Fire Prevention and Control and the Town of Parker**

Department: Community Development, Randy Sale
Second Reading: October 1, 2018

EXECUTIVE SUMMARY

The Town of Parker has a Memorandum of Understanding (MOU) with the State of Colorado to provide construction plan review, permitting and field inspection services for public schools that are in need of renewal. The Community Development Department Building Division wishes to enter into a MOU for Pre-Qualified Building Departments for Public School Construction in order to continue to provide the aforementioned services for public schools.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In August 2015, the Town of Parker and State of Colorado entered into a MOU to perform construction plan review, permitting and field inspections for public schools located in the Town. The renewal of this MOU will enable the Building Division to continue this service which applies to: new buildings, remodels, module structures, annual maintenance upgrades/repairs and exterior modifications to public schools located in Town. The state will still perform all plumbing and electrical plan review, permitting and field inspections.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.519

RECOMMENDED MOTION

I move to approve Ordinance No. 1.519 on first reading and to schedule second reading for October 1, 2018, as part of the consent agenda.

ORDINANCE NO. 1.519 , Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF UNDERSTANDING FOR PREQUALIFIED BUILDING DEPARTMENTS FOR PUBLIC SCHOOL CONSTRUCTION PURSUANT TO C.R.S. §§ 22-32-124 AND 23-71-122 BETWEEN THE COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE PREVENTION AND CONTROL AND THE TOWN OF PARKER

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

Section 1. The Town Council of the Town of Parker hereby approves the Memorandum of Understanding for Prequalified Building Departments for Public School Construction Pursuant to C.R.S. §§ 22-32-124 and 23-71-122 between the Colorado Department of Public Safety, Division of Fire Prevention and Control and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING
FOR PREQUALIFIED BUILDING DEPARTMENTS
FOR PUBLIC SCHOOL CONSTRUCTION
Pursuant to C.R.S. §§ 22-32-124 and 23-71-122

DFPC Reference #Town of Parker-2018

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this____day of ___________ 2018, between the Colorado Department of Public Safety, Division of Fire Prevention and Control ("Division"), 690 Kipling Street, Lakewood, Colorado 80215 and the Town of Parker ("PBD"), collectively referred to as the ("Parties").

1. RECITALS

1.1 Background

A. Colorado Revised Statutes ("C.R.S.") §§ 22-32-124 and 23-71-122 require that all buildings and structures be constructed in conformity with the building and fire codes adopted by the Director of the Division of Fire Prevention and Control in the Department of Public Safety ("Division"). To assure that a building or structure is constructed pursuant to the above, the Division shall conduct the necessary plan reviews and inspections, except at the request of the affected board of education, the state charter school institute, the charter school, or the affected junior college district, the Division may delegate this responsibility to the appropriate prequalified building department of a county, town, city or city and county or to the appropriate fire department, in the location of the building or structure.

B. After the Division has reviewed the application and determined that the appropriate building department has plan reviewers and inspectors that have the necessary education, training, and experience; the Division may issue and execute a Memorandum Of Understanding ("MOU") between the local jurisdiction and the Division to conduct the necessary plan reviews, issue building permits, conduct inspections, issue certificates of occupancy, issue temporary certificates of occupancy, and take enforcement action in relation to the building and fire codes adopted by the Division to ensure that a building or structure has been constructed in conformity with Public School Construction Regulations, 8 Code of Colorado Regulations Title ("C.C.R.") 1507-30.

1.2 Purpose

The purpose of this MOU is:

a) For the Division to prequalify the building department to conduct necessary plan reviews, issue building permits, conduct inspections, issue certificates of occupancy, and issue temporary certificates of occupancy to ensure that a building or structure constructed pursuant to C.R.S. §§ 22-32-124 (1) and (1.5), and 23-71-122 (1) (v) (I) through (VII) has been constructed in conformity with the building and fire codes adopted by the director of the Division.

b) For the prequalified building department ("PBD") to perform code reviews on building and mechanical plans, issue building permits, perform building inspections and issue certificates of occupancy for school construction projects.

c) To identify each Party's responsibilities for ensuring the construction of safe schools within the State of Colorado through compliance with C.R.S. §§ 22-32-124 and 23-71-122, and promulgated rules and regulations;

d) To formalize the cooperative working relationships between the Parties; and,

e) To provide procedures for communications, exchange of information and resolution of problems, as necessary, to carry out this MOU and the provisions of promulgated rules and regulations.

2. DEFINITIONS

2.1 "Director" means the Director of the Division of Fire Prevention and Control within the Department of Public Safety, or the Director's designee.

2.2 Authority Having Jurisdiction ("AHJ") means a city, county, Colorado political subdivision, or city and county or any other local government entity having authority to regulate building construction within its jurisdictional territory.

2.3 Prequalified Building Department ("PBD") means an AHJ or an agent thereof that has met the Division's certification standards for prequalification as a building department to conduct the necessary plan reviews, issue building permits, conduct inspections, issue certificates of occupancy, and issue temporary certificates of occupancy, and has executed this MOU with the Division.

2.4 "Certificate of Occupancy" means an official document issued by the Division or the PBD for a Public School allowing use or occupancy of the building or structure by the school district or by the institute charter school or junior college district.

3. RESPONSIBILITIES

The responsibilities of the Parties are as follows:

3.1 Responsibilities of the Division:

The Division shall:

a) Adopt nationally recognized codes and standards as promulgated by Rules in 8 CCR 1507-30.

b) Ensure that the necessary plan reviews, inspections, quality control, and quality assurance checks are performed in compliance with the statutes, rules, and regulations of the Division.

c) Prequalify the building department as having executed an MOU and has met the required certification standards in 8 CCR 1507-30.

d) Issue and maintain a list of persons the Division has approved as authorized to conduct plan reviews, inspections, and issue certificates of occupancy for public school construction projects. This list of authorized PBD persons is included and incorporated herein by reference as Appendix A of this MOU.

e) Ensure that copies of the PBD building plans are sent to the appropriate fire department and the Division for review of fire safety issues.

f) Rescind this “prequalified” status and terminate the terms of the MOU if the PBD fails to comply with this MOU, C.R.S. § § 22-32-124 and 23-71-122, or the rules and regulations of the Division.

g) Allow the PBD to take enforcement action against a board of education, state charter school institute, charter school or junior college district in relation to the nationally recognized codes and standards adopted in 8 CCR 1507-30.

3.2 Responsibilities of the PBD.

The PBD shall:

a) Conduct the necessary plan reviews and inspections, issue building permits, perform all necessary inspections including final inspections, and issue certificates of occupancy to a building or structure that has been constructed in conformity with the nationally recognized codes and standards adopted in 8 CCR 1507-30. The affected board of education, state charter school institute, charter school or junior college district, at its own discretion may opt to use the PBD that has entered into this MOU with the Division.

b) Take enforcement action against a board of education, state charter school institute, charter school or junior college district that has violated the nationally recognized codes and standards adopted in 8 CCR 1507-30.

c) Verify that the construction project is inspected by a state electrical inspector, per § 12-23-116 C.R.S., notwithstanding the fact that any incorporated town or city, any county, or any city and county in which a public school is located or is to be located has its own electrical code and inspection authority, any electrical installation in any new construction or remodeling or repair of a public school.

d) Verify that the construction project is inspected by a state plumbing inspector, per § 12-58-114.5 C.R.S., notwithstanding the fact that any incorporated town or city, any county, or any city and county in which a public school is located or is to be located has its own plumbing code and inspection authority, any plumbing or gas piping installation in any new construction or remodeling or repair of a public school.

e) Only use persons within their building department that are listed as authorized by the Division to work on board of education, state charter school institute, charter school or junior college district construction projects. This authorized list of persons is attached as Appendix A.

f) Cause copies of the building plans to be sent to the certified fire department and the Division for review of fire safety issues.

g) Issue the necessary Certificate of Occupancy prior to use of the building or structure by the board of education, state charter school institute, charter school or junior college district, if the building or structure is in conformity with the building and fire codes and standards adopted in 8 CCR 1507-30, and if the affected fire department or the Division certifies that the building or structure is in compliance with the fire code adopted by the Division in 8 CCR 1507-30.

h) Issue a Temporary Certificate of Occupancy to allow the board of education, state charter school institute, charter school or junior college district to occupy the buildings and structures, if all inspections are not completed and the building requires immediate occupancy, and if the board of education, state charter school institute, charter school or junior college district has passed the appropriate inspections that indicate there are no life safety issues.

i) Verify that inspections are complete and all known violations are corrected before the board of education, state charter school institute, charter school or junior college district is issued a Certificate of Occupancy. Inspection records shall be retained by the PBD for two years after the Certificate of Occupancy is issued.

j) Set reasonable fees and may collect these fees to offset actual, reasonable, and necessary costs of plan review and inspection of board of education, state charter school institute, charter school or junior college district construction projects. The board of education, state charter school institute, charter school or junior college district shall be notified of any adjustment of fees a minimum of thirty (30) days prior to the effective date of the change.

k) In conjunction with the Division set a date for a hearing as soon as practicable before the board of appeals in accordance with section § 24-33.5-1213.7, C.R.S., and the rules adopted by the Division pursuant to § 24-4-105, C.R.S., if the PBD and the board of trustees of a board of education, state charter school institute, charter school or junior college district disagree on the interpretation of the codes and standards of the Division.

l) Comply with the written Final Agency decision of the appeals board for the purposes of § 24-4-106, C.R.S.

m) Have the sole discretion whether to accept a public school construction project submitted to the PBD by the school district for plan reviews, inspections, issuance of building permits and certificates of occupancy, and other duties as set forth in this MOU.

4. ACCESS TO INFORMATION

Each Party shall, to the extent allowed by law, make available to each other, at no cost, information regarding board of education, state charter school institute, charter school or junior college district construction projects within its possession. Requests for information shall not impose an unreasonable resource burden on the other Party.

5. EFFECTIVE DATE AND TERM

This MOU shall be effective upon signature by the Director of the Division and shall be valid for **three (3)** years from the effective date, unless previously modified or terminated in writing by one of the Parties pursuant to the terms of this MOU.

6. TERMINATION

Either party may terminate the MOU upon 30 days written notice; however, if the PBD accepts a public school construction project for review pursuant to this MOU, the PBD may not terminate this MOU until project completion and issuance of a Certificate of Occupancy. If the PBD fails to comply with the terms and conditions of this MOU or the rules and regulations of the Division, the Division may take enforcement action, pursuant to C.R.S. 24-33.5-1213 and terminate this MOU immediately. An amendment may be mutually agreed upon in writing by the parties prior to the termination date of this MOU to allow for project completion and issuance of a Certificate of Occupancy.

7. MODIFICATIONS AND AMENDMENTS.

This MOU is subject to such modifications as may be required by changes in applicable federal or state law, or federal or state implementing rules, regulations, or procedures of that federal or state law. Any such required modification shall be automatically incorporated into, and be made a part of, this MOU as of the effective date of such change as if that change was fully set forth herein. Except as provided above, no modification of this MOU shall be effective unless such modification is agreed to in writing by both parties in an amendment to this MOU that has been previously executed and approved in accordance with applicable law.

8. ADDITIONAL PROVISIONS

8.1 Legal Authority

The Parties warrant that each possesses actual, legal authority to enter into this MOU. The Parties further warrant that each has taken all actions required by its applicable law, procedures, rules, or by-laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOU and bind that Party to its terms. The person or persons signing this MOU, or any attachments or amendments hereto, also warrant(s) that such person(s) possesses actual, legal authority to execute this MOU, and any attachments or amendments hereto, on behalf of that Party.

8.2 Notice of Pending Litigation

Unless otherwise provided for in this MOU, the PBD shall notify the Division within five (5) working days after being served with a Summons, Complaint, or other pleading in a case which involves any services provided under this MOU and which has been filed in any federal or state court or administrative agency. The PBD shall immediately deliver copies of any such documents in accordance with Notice Procedures in Section 8.5. of this MOU.

8.3 Assignment and Successors

The PBD agrees not to assign rights or delegate duties under this MOU, or subcontract any part of the performance required under the MOU without the express, written consent of the State.

8.4 Adherence to Applicable Laws

At all times during the term, performance, or execution of this MOU, the PBD shall comply with all applicable federal and state laws, regulations, rules, or procedures, as these provisions currently exist or may hereafter be amended, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

8.5 Notice Procedure

All notices required or permitted to be given pursuant to this MOU shall be in writing and shall be deemed given when personally served or three (3) days after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following parties or to such other addressee(s) as may be designated by a notice complying with the foregoing requirements.

APPROVED PBD:

RANDY SALE
BUILDING OFFICIAL
TOWN OF PARKER
20120 MAINSTREET
PARKER, CO 80138
(303) 841-1970

And:

DEPARTMENT OF PUBLIC SAFETY:

Tammy Lichvar
Procurement Director
Colorado Department of Public Safety
700 Kipling St, 3rd Floor
Lakewood, CO 80215
(303) 239-5888

DFPC:
Michael Morgan
Director
Division of Fire Prevention and Control
690 Kipling Street, Suite 2000
Denver, CO 80215
(303) 239-4600

8.6 Entire Understanding

This MOU is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by the Parties.

8.7 Independent Contractor

No principal, agent, or employees of one Party shall be nor shall be deemed an agent or employee of the other Party.

8.8 Governmental Immunity Act

No term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

8.9 Insurance

If the PBD is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS 24-10-101, et seq., as amended ("Act"), the PBD shall at all times during the term of this MOU maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the Division, the PBD shall show proof of such insurance satisfactory to the Division.

9. APPROVALS

***Persons signing for the PBD hereby swear and affirm that they are authorized to act on the PBD's behalf and acknowledge that the Division is relying on their representations to that effect.**

Department of Public Safety
Division of Fire Prevention and Control

____
Michael Morgan
Director,
Division of Fire Prevention and Control
Date:__________________________

TOWN OF PARKER, COLORADO

By: ______________________________
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

APPENDIX A
LIST OF APPROVED PERSONS

Jurisdiction: **Town of Parker**

Date: **August 30, 2018**

The specific duties of persons approved by DFPC to perform plan review and inspections on public school construction projects delegated through this MOU are listed below. The PBD shall only use persons within their building department that have been authorized by DFPC to work on public school construction projects. Inspectors for plan review and construction inspections shall be certified by the International Code Council, the National Fire Protection Association, or another similar national organization or have equivalent qualifications, as determined by the director of the Division.

RANDY SALE, Chief Building Official, Inspector

Jonathan Nelson, Plans Examiner/Inspector
Brian Cook, Plans Examiner/Inspector

Cornelia Orzescu, Plans Examiner

Steve Lennon, Inspector

Randy Capra, Fire Inspector III, Fire Plans Examiner/Inspector
Jason Blanski, Fire Inspector I, Fire Maintenance Inspections Only

PARKER
COLORADO

Request for Town Council Action

Date:	September 17, 2018
Submitted By:	Alex Mestdagh, Engineering Service Manager
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**RESOLUTION NO. 18-062** **A Resolution Accepting the Conveyance of a Traffic Signal Easement from ENT Credit Union for a Parcel of Land Being a Part of Lot 4C, Crown Point Filing No. 1, 20th Amendment**

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

EXECUTIVE SUMMARY

This item accompanies a resolution accepting a Traffic Signal Easement from ENT Credit Union over a portion of Lot 4C, Crown Point Filing No. 1, 20th Amendment, to preserve the Town's ability to maintain traffic signal infrastructure on this property.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Lot 4C, Crown Point Filing No. 1, 20th Amendment is located at the southeast corner of the intersection of Cottonwood Drive and a private access road known as 18800. This private access road serves as the eastern access to the commercial area anchored by Costco, and is privately owned and maintained. The ownership of this private roadway is split between commercial lots on either side, thus the eastern lanes of the roadway are located on Lot 4C, which is currently owned and being developed by ENT Credit Union.

This intersection is controlled by a traffic signal, which the Town maintains and operates. In order to formalize the Town's ability to access and maintain traffic signal infrastructure located within Lot 4C, the property owner has agreed to grant the Town a traffic signal easement over a portion of the property.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

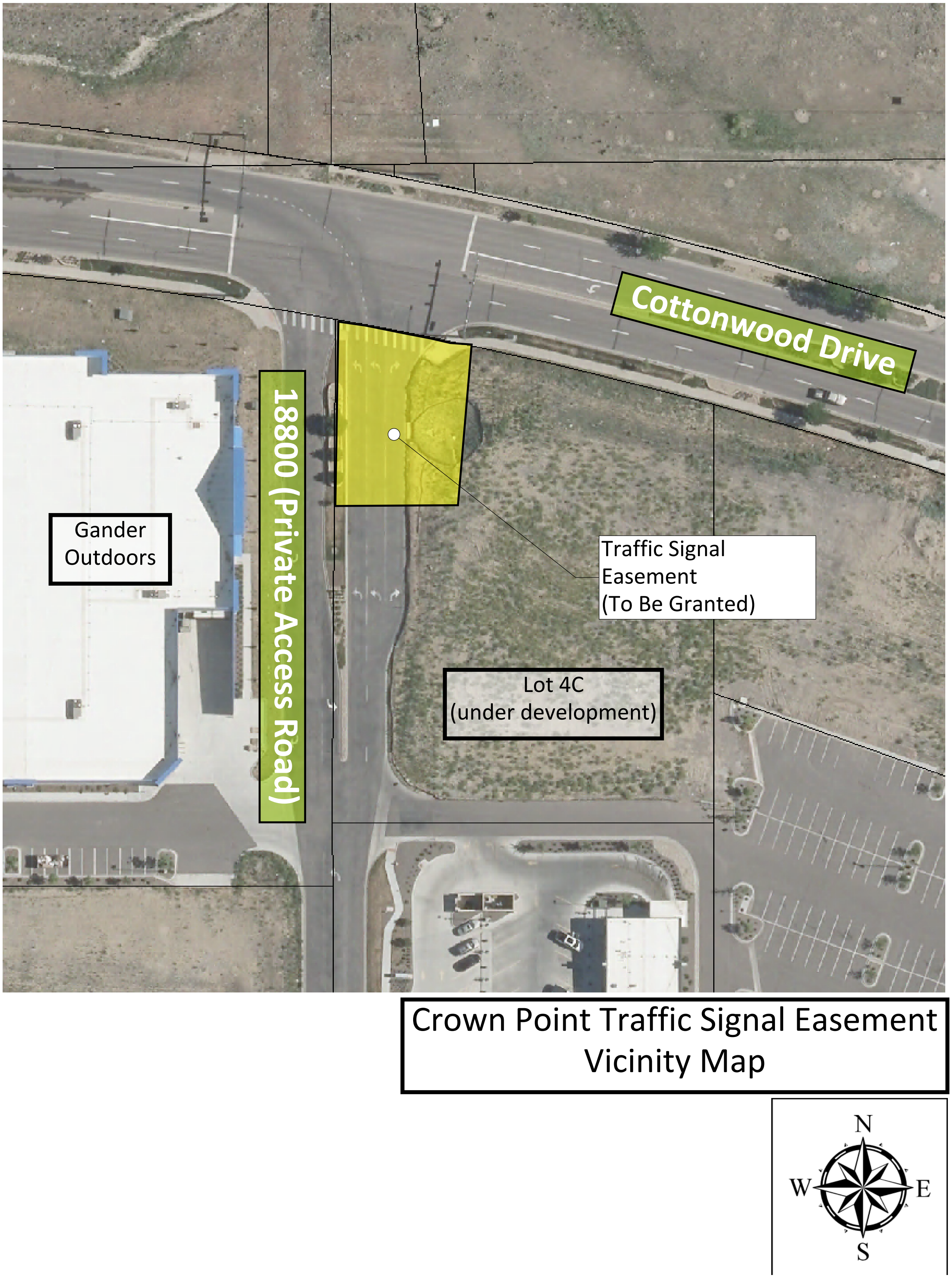
DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 18-062

RECOMMENDED MOTION

I move to approve Resolution No. 18-062 as a part of the consent agenda.



Crown Point Traffic Signal Easement
Vicinity Map

RESOLUTION NO. __18-062__, Series of 2018

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A TRAFFIC SIGNAL EASEMENT FROM ENT CREDIT UNION FOR A PARCEL OF LAND BEING A PART OF LOT 4C, CROWN POINT FILING NO. 1, 20TH AMENDMENT

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of constructing a traffic signal from ENT Credit Union, for a parcel of land being a part of Lot 4C, Crown Point Filing No. 1, 20th Amendment;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities, from the ENT Credit Union, for a portion of land being a part of Lot 4C, Crown Point Filing No. 1, 20th Amendment, as provided in the Traffic Signal Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of ________________________, 2018.

TOWN OF PARKER, COLORADO

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

EXHIBIT 1

TRAFFIC SIGNAL EASEMENT AGREEMENT

This Traffic Signal Easement Agreement (the "Easement Agreement"), made this ___ day of ________________, 2018, between ENT Credit Union, a Colorado nonprofit corporation, having an address at 7250 Campus Drive, Colorado Springs, Colorado 80920 (the "Grantor") and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

WHEREAS, the Grantee desires to acquire an easement for the purpose of a constructing and operating a traffic signal to regulate traffic at the intersection of Cottonwood Drive and the private roadway signed as "18800" in the Town of Parker, on and through the property more particularly described and depicted in **Exhibit A** (the "Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for and in consideration of the sum of ten dollars ($10.00) paid by the Grantee to the Grantor, the covenants of the Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee does hereby covenant and agree as follows:

1. Grant of Easement. The Grantor hereby grants to the Grantee an easement for a traffic control signal, including the maintenance and repair of such signal and appurtenances thereto, in, under, through, and across the property described in **Exhibit A** which is attached hereto and incorporated herein by this reference. Subject to the other terms and conditions of this Easement Agreement, the Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. The Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with the Grantor so as to minimize any disruption to the Grantor's property.

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

3. Infringement and Correction. The Grantee is hereby given and granted possession of the above-described Easement Property, and the Grantor covenants and agrees that no structure, fixture, improvement, or other obstruction above or below ground that will interfere with the purposes aforesaid will be placed, erected, installed or permitted on or through the above-described Traffic Signal Easement. The Grantor further covenants and agrees that in the event the terms of this paragraph are violated by the Grantor, or any person acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within a reasonable time upon receipt of written notice of such violation from the Grantee, after which the Grantee shall have the right, following a reasonable period of time, to correct or eliminate such violation and the Grantor shall promptly pay the actual costs thereof.

4. Operation and Maintenance. The operation and maintenance of the traffic signal on the Easement Property shall be the responsibility of the Grantee.

5. Obligations of the Grantee. The Grantee shall maintain the above-described easement in good condition at all times. All work performed by the Grantee on the property of the Grantor shall be done with care, and all damage to the Grantor's land and improvements, to the extent said improvements are constructed or installed in accordance with this Agreement, shall be promptly paid for or repaired at the expense of the Grantee. The Grantee's obligation herein shall include the restoration of the land and improvements to their condition prior to the damage, if any.

6. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

7. Covenants of Grantee. The Grantee hereby represents, covenants and warrants in favor of the Grantor, and its successors and assigns, as follows:

a. The Grantee shall protect the Easement Property, and the adjacent lands of the Grantor over which the Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of the Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. The Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by the Grantor.

8. Retained Rights. The Grantor shall have all rights to the Easement Property not granted hereby.

9. Binding Effect. The terms and provisions of this Easement Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, beneficiaries, successors, grantees and assigns of the parties hereto, and the burdens or benefits of the provisions of this Agreement shall be deemed covenants running with said easement.

10. Recordation. This Easement Agreement shall be recorded in the real estate records of the Douglas County Clerk and Recorder's Office.

11. Miscellaneous.

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

b. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTOR: ENT CREDIT UNION,
a Colorado nonprofit corporation

____
Jeff Wilkins, Vice President of Strategic Initiatives

STATE OF COLORADO)
) ss.
COUNTY OF __________________)

The foregoing instrument was acknowledged before me this ____ day of ________________, 2018, by Jeff Wilkins as Vice President of Strategic Initiatives at ENT Credit Union.

My commission expires: ____________________________

(S E A L) ____________________________________
Notary Public

GRANTEE: TOWN OF PARKER

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO LEGAL FORM:

____
James S. Maloney, Town Attorney

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF LOT 4C, CROWN POINT FILING NO. 1, 20TH AMENDMENT, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2015009597 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4C, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2,702.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 10°08'13" WEST;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 4C AND SAID CURVE THROUGH A CENTRAL ANGLE OF 01°52'22", AN ARC LENGTH OF 88.31 FEET;

THENCE DEPARTING SAID NORTHERLY LINE SOUTH 12°00'35" WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2,652.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 12°00'35" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°40'38", AN ARC LENGTH OF 77.64 FEET TO THE WESTERLY LINE OF SAID LOT 4C;

THENCE ALONG SAID WESTERLY LINE NORTH 00°06'35" WEST, A DISTANCE OF 50.83 FEET TO THE **POINT OF BEGINNING**;

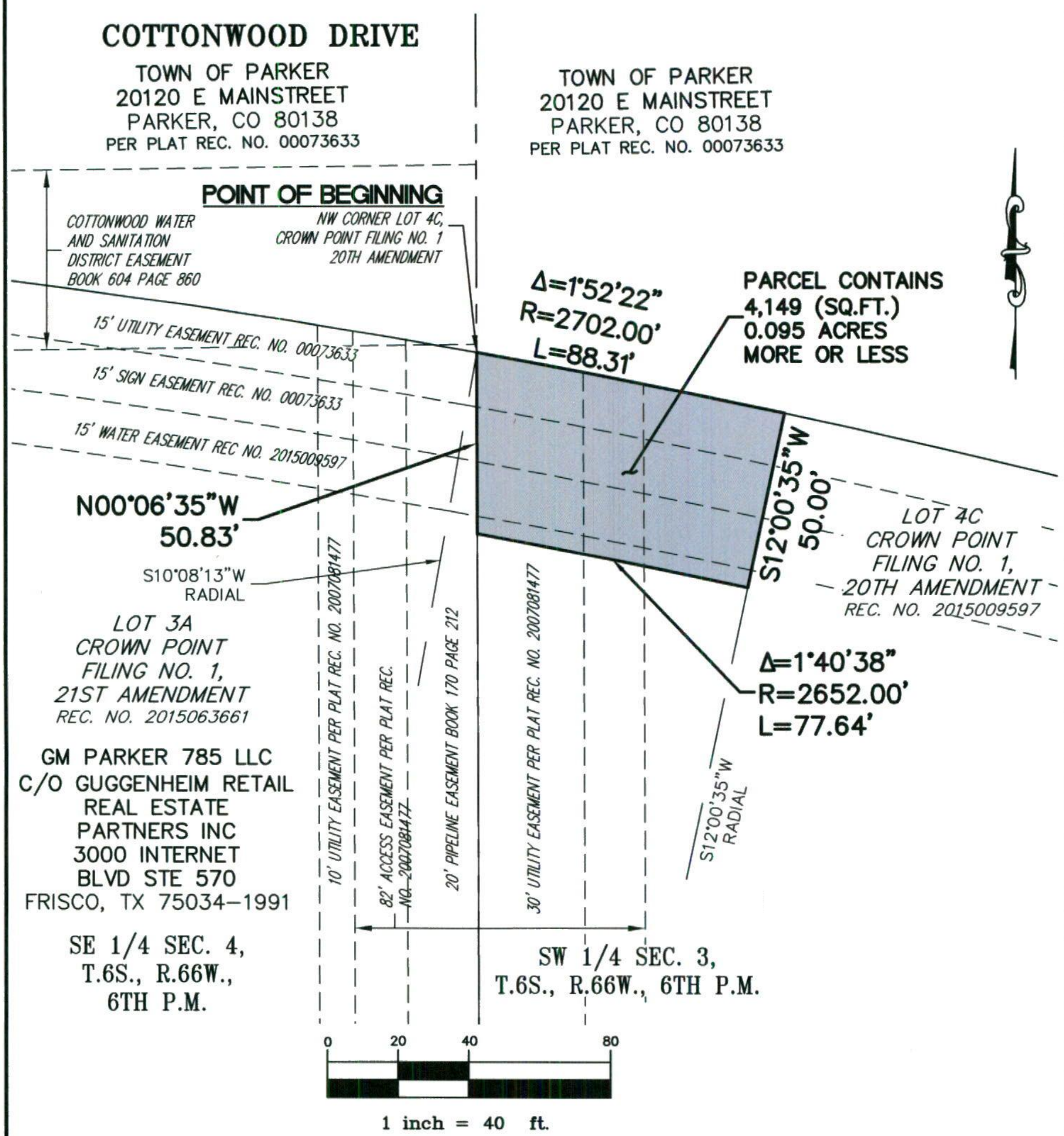
CONTAINING AN AREA OF 0.095 ACRES, (4,149 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART OF HEREOF.

COLORADO PLS 22564 PROFESSIONAL LAND SURVEYOR
10/12/16

DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



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

PATH: Q:\DWG\EXHIBITS\ DWG NAME: LOT 4C.DWG DWG: SJTM CHK: DEC DATE: 10/10/2016 SCALE: 1" = 40'	AZTEC CONSULTANTS, INC. 300 East Mineral Ave, Suite 1 Littleton, Colorado 80122 Phone: (303)713-1898 Fax: (303)713-1897 www.aztecconsultants.com	**EXHIBIT A** SW1/4 SEC 3, T6S, R66W, 6TH PM DOUGLAS COUNTY, COLORADO JOB NUMBER 24916-20 2 OF 2 SHEETS

PARKER
COLORADO

Request for Town Council Action

Date:	September 17, 2018
Submitted By:	John Mounier, Associate Project Manager Danny Smith, Streets Manager
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**2018 Townwide Concrete Replacement Program - CIP 18-005 - Contract Modification**

Amount:	**$190,000**
Contractor:	**Norra Concrete Construction Corporation**
Department:	**Engineering/Public Works, John Mounier**

EXECUTIVE SUMMARY

Award of a contract modification to Norra Concrete Construction Corporation - 2018 Townwide Concrete Replacement Program (CIP 18-005) in the amount of $190,000.00 for a revised contract amount of $986,302.00

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker, through the open competitive bid process, awarded the 2018 Townwide Concrete Replacement Program (CIP 18-005) to Norra Concrete Construction Corporation on April 16, 2018. The replacement program began this summer and is expected to conclude in the fall of 2018. This annual contract has been established as a maintenance program to address dilapidated concrete infrastructure throughout the Town. Additionally, this program is also utilized to remove, replace and update concrete in residential subdivisions scheduled for pavement preservation programs.

The Town originally awarded the contract on April 16, 2018 in the amount of $796,302. Savings realized in both the resurfacing and chip/slurry maintenance contracts have resulted in $190,000 in available funds for additional needed concrete repairs. Additional concrete repairs have been identified for Hilltop Road, Motsenbocker Road and Twenty Mile Road. In addition to the repair and/or replacement of street assets, storm water assets in need of repair will be addressed as well.

FINANCIAL IMPACT

Funding for this project's construction has been appropriated in the Engineering & Public Works Streets Division repair and maintenance budget in the general fund.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

SUPPORT AN ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date:	September 17, 2018
Submitted By:	Tom Gill, Associate Project Manager Chris Hudson, Public Works Manager
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**Chambers Road Median Improvement Project (CIP 18-020)**

Amount:	**$353,831.75**
Contractor:	**Goodland Construction, Inc.**
Department:	**Engineering/Public Works, Tom Gill**

EXECUTIVE SUMMARY

Award of a trade contractor agreement with Goodland Construction, Inc., for the Chambers Road Median Improvement Project (CIP 18-020).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town publically opened competitive bids on August 30, 2018, for the Chambers Road Median Improvement Project (CIP 18-020). Work includes landscaping of the large median island on Chambers Road between Heirloom Pkwy and Mainstreet. Due to a lack of an irrigation water source for this median, the Town is moving forward with decorative rock for the entire island and Parker style 5-globe lights for the ends of the island. No live landscaping will be incorporated into this island due to the lack of an irrigation water source.

Town received bids from six (6) contractors, with Goodland Construction, Inc., being the lowest responsible bidder. The contractor provided references and all responded with positive feedback in regards to schedule and budget management. Therefore, Town staff recommends moving forward with the contract award. The bids were as follows:

1) Goodland Construction, Inc. - $353,831.75
2) Terracare Associates - $362,261.60
3) Elite Industries - $384,165.85
4) DesignScapes Colorado - $445,000.00

5) Richdell Construction - $469,100.00
6) CDI Environmental - $497,766.10

Engineer's Estimate - $395,000.00

FINANCIAL IMPACT

Funding for this project's construction has been appropriated in the Highway and Streets Capital Projects fund (301-4310).

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:	September 17, 2018
Submitted By:	John Fussa, Community Development Director Matt Carlson, Business Recruitment Manager
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**PINE BLUFFS SHOPPING CENTER ASSISTANCE PROGRAM AGREEMENT**

Applicant:	**Pine Bluffs Investors, LLC**
Location:	**Northeast corner of Parker Road and Hess Road**
Department:	**Economic Development, Matt Carlson**

EXECUTIVE SUMMARY

Koelbel and Company, through its subsidiary Pine Bluffs Investors, LLC, is planning the commercial development of an approximately 11.5 acre parcel at the northeast corner of Parker and Hess Roads. Koelbel has submitted a request for financial assistance in the amount of $2.2 million to offset a portion of the development and infrastructure costs of this project. The request for assistance meets all threshold criteria of Chapter 4.10 of the Parker Municipal Code.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Koelbel and Company, through its subsidiary Pine Bluffs Investors, LLC, is proposing development of approximately 11.5 acres at the northeast corner of Parker and Hess Roads that will consist of six retail buildings, a free-standing medical office building and a free-standing Emergency Department building with a combined gross floor area of approximately 65,000 square feet. An additional 6.5 acres adjacent to the development is currently owned by Kaiser Permanente and is planned for an approximately 50,000 square foot medical office building at some point in the future.

Extensive meetings with the Pine Bluffs HOA have resulted in revisions to the original site plan and Koelbel has agreed to make specific access, road and drainage improvements associated with the project which now anticipates a total capital investment of approximately $27 million.

The planned commercial development represents a substantial investment in the Town and the site conditions present some unique challenges that contribute to the request. These include the location of the project with sloping topography, proximity to the intersection of Parker and Hess Roads, revised access to the Pine Bluffs residential neighborhood, connections to the future Kaiser Permanente outparcel and substantial on-site infrastructure. The unique challenges of the site and substantial on- and off-site infrastructure requirements contribute to increased costs and will have a public benefit in terms of access, grading, site design, traffic circulation, stormwater management and sound and light attenuation.

Koelbel has submitted a request for financial assistance in the amount of $2.2 million to offset a portion of the infrastructure and development cost associated with the project.

Retail sales from the project are estimated to be $15-20 million annually and tenant operations can reasonably be anticipated to employ 200 individuals when fully operational. Construction on the project has begun with anticipated delivery of the initial phase of the project late in 2019.

The Pine Bluffs commercial project meets the following goals of the Shopping Center Assistance Program:

- Development of a high quality retail supported commercial center
- Represents retail diversity
- Represents diversity of jobs and employment opportunities
- Develops public or quasi-public improvements associated with the project
- Creates new sales tax

The inclusion of medical facilities and office space further activates the overall development as well as adding much needed office space in the Town.

FINANCIAL IMPACT

The proposed Shopping Center Assistance agreement with Pine Bluffs Investors, LLC, includes:

1. a rebate of 50% of building permit fees and construction use taxes;
2. a rebate of 50% of sales tax generated from all sources within the development not to exceed 10 years; with
3. the combined maximum rebate of fees and taxes not to exceed $2.2 million.

STRATEGIC GOAL(S)

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Pine Bluffs Shopping Center Assistance Program Agreement

RECOMMENDED MOTION

I move to approve the Shopping Center Assistance Program Agreement with Pine Bluffs Investors, LLC.

SHOPPING CENTER ASSISTANCE PROGRAM AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of ____________, 2018, by and between PINE BLUFFS INVESTORS, LLC, a Colorado limited liability company (the "Owner"), and the TOWN OF PARKER, a Colorado home rule municipality (the "Town").

RECITALS:

A. The Town adopted Chapter 4.10 of the Parker Municipal Code, entitled SHOPPING CENTER ASSISTANCE PROGRAM (collectively referred to as the "Ordinance" or the "Program"), to encourage the establishment of new shopping centers that contain retail sales-tax-generating businesses, thereby stimulating the economy of and within the Town, providing employment for residents of the Town and others, further expanding the goods and services available for purchase and consumption by businesses and residents of the Town, and further increasing the sales taxes and fees collected by the Town, the collection of which will enable the Town to provide expanded and improved municipal services to and for the benefit of the businesses and residents of the Town, while at the same time providing public or public-related improvements at no cost, or at deferred cost, to the Town and its taxpayers and residents.

B. The Owner desires to participate in the Program and to share in the sales tax and fees derived from the Shopping Center, the plan for which is generally depicted on **Exhibit A**, which is attached hereto and incorporated by this reference (the "Shopping Center"), which is generally located on the real property more particularly described in **Exhibit B**, which is attached hereto and incorporated by this reference (the "Property"), for the provision of public or quasi-public-related improvements described in **Exhibit C**, which is attached hereto and incorporated by this referenced (the "Improvements"), which Improvements will be constructed in and around the Shopping Center as necessary to provide necessary infrastructure to serve the Shopping Center, to the extent allowed in this Agreement.

C. The Owner is the record owner of the Property upon which the Shopping Center will be operated and is solely entitled to the reimbursement provided for herein for purposes of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the parties hereto, to be kept and performed by each of them, the parties agree as follows:

1. Term of Agreement.

Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence when (1) the Improvements are completed and meet all Town standards and Code requirements and (2) a minimum of twenty-five percent (25%) of the leasable space of the Shopping Center is a "sales-tax-generating" retail business(es) that is open to the public, provided that the Owner may elect to delay the commencement of this Agreement until such time as the leasable space of the Shopping Center contains more than twenty-five percent (25%), not to exceed fifty-percent (50%) of "sales-tax-generating" retail business(es) that is open to the public. Upon the satisfaction of these two conditions, the Town and the Owner each shall promptly execute the

Certificate of Compliance, attached as **Exhibit D** and incorporated by this reference, and shall terminate one (1) year from the date that the Certificate of Compliance is signed by the Town and the Owner, provided that, subject to the terms of the next succeeding sentence, this Agreement shall automatically renew for additional one-year terms. The term of this Agreement may be renewed by up to nine (9) additional one-year terms. This Agreement shall automatically renew for each additional one-year term, provided, however, amounts shall not be paid to the Owner in any year for which the Town has not appropriated sufficient funds for payment in such year, or the Town has disbursed the maximum amount, as provided in Paragraph 2.c. of this Agreement.

2. <u>Qualification of Property for the Program</u>. The Town agrees that the Shopping Center qualifies for the Program and the Improvements are improvements for public and/or quasi-public-related purposes that will enhance the competitive position of the Town within the Denver metropolitan area market place. The following provisions shall apply for each year in which this Agreement is in effect for the Shopping Center located on the Property:

a. Fifty percent (50%) of the "Shopping Center Sales Taxes," as defined in the Ordinance, collected by the Town and derived from the Shopping Center located on the Property, excluding the half percent (0.5%) Town sales tax described in Section 4.02.080(b) of the Parker Municipal Code ("Parks and Recreation Sales Tax"), shall be segregated by the Town Finance Director to be utilized for this Agreement.

b. The Owner shall share in the Sales Taxes derived from the Shopping Center located on the Property in the amount of Fifty percent (50%) of the Shopping Center Sales Taxes, excluding the Parks and Recreation Sales Tax, for the ten (10) one-year terms of the Agreement (the "Shared Sales Tax"). The Owner shall also share in building permit fees, which include permit, plan check fees, and construction use taxes collected by the Town (the "Shared Fee Repayment") during the construction permitting process for the initial construction of the Shopping Center on the Property, which specifically excludes any redevelopment of the Property. The amount of the Shared Fee Repayment shall be fifty percent (50%) of the building permit fees, which include permit fees, plan check fees, and construction of use taxes collected by the Town, excluding the Douglas County use tax and the half percent (0.5%) Town use tax described in Section 4.02.080(b) of the Parker Municipal Code. The Shared Fee Repayment shall be used for reimbursement of the Improvements, as described herein. The Shared Fee Repayment, together with the Shared Sales Tax, shall be used for reimbursement of the Improvements, as described in Paragraph 2.c. of this Agreement.

c. The Shared Sales Taxes from the Shopping Center located on the Property shall be shared and the Owner's share thereof shall be disbursed on a quarterly basis commencing on the date specified in Paragraph 1 of this Agreement for reimbursement of the cost of Improvements described in Exhibit C. The Shared Fee Repayment to the Owner will occur upon the execution of the Certificate of Compliance by the Owner and the Town as provided in Paragraph 1 of this Agreement, with additional Shared Fee Repayments to occur as certificates of compliance or certificates of occupancy are granted for additional leasable space. The maximum period of time that this Agreement shall be in effect is ten (10) years (commencing on the date the Certificate of Compliance is signed by the Town and the Owner as described in Paragraph 1) or until the maximum sum of Two Million Two Hundred Thousand Dollars ($2,200,000.00) derived from (i) Shared Sales Taxes defined herein and (ii) the Shared Fee Repayment defined herein have been paid to Owner for reimbursement for the Improvements, whichever occurs first, at which time this Agreement shall terminate. It is expressly understood by the parties that this Agreement will terminate as provided in Paragraph 1 of this Agreement or upon the occurrence of the earlier to be reached of the maximum time as provided in the preceding sentence (whether or not the maximum amount to be shared has been reached) or disbursement of the maximum amount to be shared as provided in the preceding sentence (whether or not the maximum time set forth has expired).

d. Notwithstanding anything to the contrary contained herein, there shall be no further sharing of the Shared Sales Tax if, within two (2) years of the date the Certificate of Compliance is signed by the Town and the Owner, the minimum threshold of fifty percent (50%) of leasable space of the Shopping Center in a "sales-tax-generating business(es)" open to the public is not satisfied by the Owner. In the event that the sharing of Shared Sales Tax ceases as provided in the preceding sentence, the sharing of the Shared Sales Tax will resume once the minimum threshold described in the preceding sentence is satisfied.

e. This Agreement is a personal agreement between the Town and the Owner which does not run with the land and shall not be recorded against the Property. Further, this Agreement shall never constitute a debt or obligation of the Town within any constitutional or statutory provision.

f. Any Shared Sales Taxes subject to this Agreement shall be escrowed in the event there is a legal challenge to the Program or the approval of this Agreement.

g. This Agreement establishes obligations and benefits binding solely upon the parties hereto. The obligations, benefits and/or the provisions of this Agreement may not be assigned in whole or in part, except to any entity affiliated with the Owner as evidenced by common ownership or membership, without the express authorization of the Parker Town Council and no third party shall be entitled to rely upon or enforce any provisions hereon. For purposes of this Agreement, the term "affiliate" shall mean a corporation, limited liability company, partnership, joint venture, association, business trust or similar entity organized under the laws of the United States of America or a state thereof which directly or indirectly controls, is controlled by, or is under common control with the Owner. For purposes of this definition and this Agreement, "control" means the power to direct the management and policies of a person through the ownership of at least a majority of its voting securities or otherwise, or the right to designate or elect at least a majority of the members of its governing body by contract or corporate membership rights or otherwise; and the term "person" means an individual, association, unincorporated organization, corporation (for profit or nonprofit), limited liability company, partnership, joint venture, business trust or government or agency or a political subdivision thereof, or any other entity. This Agreement does not run with the land, and no successor in interest to the Owner as to all or any portion of the Property will inure to the benefits or burdens of this Agreement solely by virtue of its ownership of such portion(s) of the Property.

h. At the end of the term of this Agreement as provided for herein, any monies segregated by the Town Finance Director which have not been expended as hereunder provided may be transferred to another account of the Town or used in any manner determined by the Town in its sole discretion, excluding any amounts escrowed pursuant to Paragraph 2.f. of this Agreement.

i. The Owner shall provide documentation acceptable to the Town to establish that the obligations described in Exhibit C have been satisfied.

j. The Owner shall pay all other fees and taxes, including impact fees, excise taxes, and charges that are regularly and uniformly imposed on new development in the Town.

3. Nonappropriations/Multi-Fiscal Year Obligations. Notwithstanding anything in this Agreement to the contrary, this Agreement is specifically subject to annual appropriation of sufficient funds to pay Shared Sales Taxes as provided by this Agreement. In the event that appropriation of sufficient funds is not made in any year, resulting in the inability of the Town to pay Shared Sales Taxes hereunder, the Town shall not be obligated to make payment of the nonappropriated amounts in such year.

4. Subordination. Notwithstanding anything in this Agreement to the contrary, the Owner shall have no right, claim, lien, or priority in or to the Town's sales tax or use tax revenue superior to or on parity with the rights, claims, or liens of the holders of any sales tax or use tax revenue bonds, notes, certificates, or debentures payable from or secured by any sales taxes or use taxes, existing or hereafter issued by the Town, and that all rights of the Owner are, and at all times shall be, subordinate and inferior to the rights, claims, and liens of the holders of any and all such sales tax or use tax revenue bonds, certificates of participation, notes, certificates, or debentures, issued by the Town and payable from or secured by any sales taxes.

5. Remedies. The Owner waives any constitutional claims against the Town arising out of a breach of this Agreement. The Owner's remedies against the Town under this Agreement are limited to breach of contract claims.

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

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

8. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective upon the earlier of actual receipt or seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to the Town:	Town Administrator Town of Parker 20120 East Mainstreet Parker, Colorado 80138
Notice to the Owner:	Pine Bluffs Investors, LLC Attn: Jeff Sheets 5291 East Yale Avenue Denver, Colorado 80222

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

10. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the day and year first above written.

11. No Pledging of Credit or Aid to Corporation. This Agreement shall not be construed as pledging the credit of the Town, providing any grant or aid to a private corporation, or the establishment of a joint venture as prohibited pursuant to Sections 1 and 2, Article XI of the Colorado Constitution. This Agreement provides for reimbursement to the Owner for the construction of public improvements that will provide material benefit to the Town.

TOWN OF PARKER, COLORADO

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

OWNER: PINE BLUFFS INVESTORS, LLC, a Colorado limited liability company

By: Koelbel and Company, a Colorado corporation, its manager

____
President [Name/Title]

STATE OF COLORADO)
)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 5 day of September, 2018, by Walter A Koelbel Jr, as President of Koelbel and Company, a Colorado corporation, as Manager of Pine Bluffs Investors, LLC, a Colorado limited liability company.

My commission expires: 6/21/2022.

SEAL

JODY KAY HERSEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064023947
MY COMMISSION EXPIRES 06/21/2022

____
Notary Public

EXHIBIT LIST

Exhibit A	Description of [Shopping Center Development]
Exhibit B	Legal Description of the Property
Exhibit C	Improvements
Exhibit D	Certificate of Compliance

EXHIBIT A

[Continued on Next Page]


DETENTION
N.A.P.
E. SHADY RIDGE ROAD
KAISER PROPERTY
PARKER ROAD
PINE BLUFFS WAY
SHOPPING CENTER PAD
SHOPPING CENTER PAD
SHOPPING CENTER PAD
HESS ROAD
Parker & Hess
Parker, CO
Site Exhibit
SCALE: 1" = 60' - 0"
KOELBEL AND COMPANY
5291 E Yale Avenue
Denver, Colorado 80222
T. 303.300.8850

EXHIBIT B

LEGAL DESCRIPTION

LOTS 2 THROUGH 4, INCLUSIVE
PINE BLUFFS FILING NO. 4, AMENDMENT NO. 1
COUNTY OF DOUGLAS, STATE OF COLORADO

EXHIBIT C

IMPROVEMENTS

The obligations and improvements which are public or quasi-public-related and eligible under the "Shopping Center Assistance Program Agreement" include on- and off-site public improvements serving the Pine Bluffs Plaza property in the Town of Parker, as such improvements are further enumerated under Section 4.10.060 of the Parker Municipal Code. The new business will create a high-quality retail-supported commercial center that will employ a minimum of fifty (50) employees (full-time equivalent employees), and will provide public or quasi-public improvements that include, but are not limited to:

- Private roads and sidewalks
- Enhanced entryway and other traffic related improvements
- Water and sewer infrastructure
- Drainage and stormwater management
- Retail diversity
- Diversity of jobs and employment opportunities
- New sales tax revenues to the Town

EXHIBIT D

CERTIFICATE OF COMPLIANCE

IT IS HEREBY CERTIFIED by the undersigned authorized representatives of the Town of Parker and Pine Bluffs Investors, LLC, a Colorado limited liability company, in connection with that certain Shopping Center Assistance Program Agreement for the Shopping Center, dated ____________, 20__ (the "Agreement"), that:

The condition precedent described in Paragraph 1 the Agreement was fully satisfied on or before ________________________, 20__.

IN WITNESS WHEREOF, the parties sign this Certificate of Compliance this _____ day of _______________, 20__.

TOWN OF PARKER, COLORADO

By: ______________________________

_________________________, Mayor

ATTEST:

____

_________________________, Town Clerk

OWNER: PINE BLUFFS INVESTORS, LLC, a Colorado limited liability company

____

________________________________ [Name/Title]

STATE OF COLORADO)
)ss.
COUNTY OF ______________)

The foregoing instrument was acknowledged before me this _____ day of ___________, 20___, by __________________, as _________________ of Pine Bluffs Investors, LLC, a Colorado limited liability company.

My commission expires: ______________________.

SEAL

____
Notary Public

Request for Town Council Action

Date: September 17, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.516 - Second Reading**
A Bill for an Ordinance to Indemnify the Mayor, Town Council, Town Employees and Town Appointed Officials Against Pending and Threatened Legal Action by Vista South, LLC, and Mountain Waste-South Metro LLC

Department: **Town Attorney, Jim Maloney**

EXECUTIVE SUMMARY

Section 15.18 of the Home Rule Charter for the Town of Parker provides that the Town Council may by ordinance indemnify the Mayor, Town Council, Town employees and Town appointed officials concerning threatened or pending civil actions. The purpose of the attached ordinance is to indemnify the Mayor, Town Council, Town employees and Town appointed officials concerning any and all pending and threatened claims asserted in the Hearing Brief and the Douglas County District Court Case described in the attached ordinance, or as may be asserted in the future, to the fullest extent allowed by Section 15.18 of the Home Rule Charter for the Town of Parker.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council approved Ordinance No. 2.259 and Ordinance No. 3.333 (the "Ordinances"), after notice and public hearing, to annex and zone certain real property, including two (2) lots (the "Property") owned in part or in whole by Vista South, LLC, and Mountain Waste-South Metro, LLC (collectively referred to as the "Landowners"). The Property Owner submitted a "Hearing Brief" in opposition to the Ordinances (the "Hearing Brief") during the public hearing that was held by Town Council, which stated that "the Town Council's consideration of the Petition is being undertaken in clear derogation of local, state, and federal law . . .." The Hearing Brief provided that "the Town Council's approval of the Petition and Zoning Application would impair rights of the Landowners that are protected by the First and

Fourteenth Amendments to the U.S. Constitution, giving rise to possible damages and claims against the Town, Town staff, and elected officials, and prospective liability for the attorneys' fees of the Landowners." Following approval of the Ordinances, the Landowners amended its existing civil action against the Town of Parker and the Town Council of the Town of Parker to challenge the Town Council's adoption of the Ordinances claiming, in part, that the Town acted in bad faith and that the Town engaged in a bad faith scheme which culminated in the approval of the Ordinances annexing and zoning of the Property (the "Douglas County District Court Case"). Section 15.18 of the Home Rule Charter for the Town of Parker provides that the Town Council may by ordinance indemnify the Mayor, Town Council, Town employees and Town appointed officials concerning threatened or pending civil actions. The Town Council desires to indemnify the Mayor, Town Council, Town employees and Town appointed officials concerning any and all pending and threatened claims asserted in the Hearing Brief and the Douglas County District Court Case, or as may be asserted in the future to the fullest extent allowed by Section 15.18 of the Home Rule Charter for the Town of Parker.

FINANCIAL IMPACT

Any fiscal impacts are at this time speculative at best.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.516

RECOMMENDED MOTION

I move to approve Ordinance No. 1.516 on second reading.

ORDINANCE NO. __1.516__, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO INDEMNIFY THE MAYOR, TOWN COUNCIL, TOWN EMPLOYEES AND TOWN APPOINTED OFFICIALS AGAINST PENDING AND THREATENED LEGAL ACTION BY VISTA SOUTH, LLC, AND MOUNTAIN WASTE-SOUTH METRO LLC

WHEREAS, the Town Council of the Town of Parker approved Ordinance No. 2.259 and Ordinance No. 3.333 (the "Ordinances"), after notice and public hearing, to annex and zone certain real property, including two (2) lots (the "Property") owned in part or in whole by Vista South, LLC, and Mountain Waste-South Metro, LLC (collectively referred to as the "Landowners");

WHEREAS, the Property Owner submitted a "Hearing Brief" in opposition to the Ordinances (the "Hearing Brief") during the public hearing that was held by Town Council, which stated that "the Town Council's consideration of the Petition [to annex the Property] is being undertaken in clear derogation of local, state, and federal law . . .";

WHEREAS, the Hearing Brief provided that "the Town Council's approval of the Petition and Zoning Application would impair rights of the Landowners that are protected by the First and Fourteenth Amendments to the U.S. Constitution, giving rise to possible damages and claims against the Town, Town staff, and elected officials, and prospective liability for the attorneys' fees of the Landowners;"

WHEREAS, following the approval of the Ordinances, the Landowners amended its existing civil action against the Town of Parker and the Town Council of the Town of Parker to challenge the Town Council's adoption of the Ordinances claiming, in part, that the Town acted in bad faith and that the Town engaged in a bad faith scheme which culminated in the approval of the Ordinances annexing and zoning of the Property (the "Douglas County District Court Case");

WHEREAS, Section 15.18 of the Home Rule Charter for the Town of Parker provides that the Town Council may by ordinance indemnify the Mayor, Town Council, Town employees and Town appointed officials concerning threatened or pending civil actions; and

WHEREAS, the Town Council desires to indemnify the Mayor, Town Council, Town employees and Town appointed officials concerning any and all pending and threatened claims asserted in the Hearing Brief and the Douglas County District Court Case, or as may be asserted in the future (collectively referred to as the "Threats and Claims"), to the fullest extent allowed by Section 15.18 of the Home Rule Charter for the Town of Parker.

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

<u>Section 1</u>. The Town of Parker hereby indemnifies the Mayor, Town Council, any employee of the Town of Parker, and any appointed official, including the Town Attorney and assistant counsel, Hoffmann, Parker, Wilson & Carberry, P.C. (collectively referred to as the "Parker Representatives"), against the Threats and Claims, including any expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred, to the fullest extent provided in Section 15.18 of the Home Rule Charter for the Town of Parker.

Section 2. The Town Council of the Town of Parker specifically finds that the Parker Representatives acted in good faith, at the direction of Town Council, and reasonably believed within the meaning of Section 15.18 of the Home Rule Charter that they were acting in the best interest of the Town of Parker and had no reasonable cause to believe that their conduct was unlawful at all times relevant to the matters giving rise to the Threats and Claims.

Section 3. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 4. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date:	September 17, 2018
Submitted By:	Chris Hudson, Public Works Manager
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO. 1.517 - Second Reading** **A Bill for an Ordinance to Approve the Memorandum of Understanding Regarding the Douglas County Subregional Transportation Forum By and Among the Following Agencies: City of Aurora, City of Castle Pines, City of Littleton, City of Lone Tree, Town of Castle Rock, Town of Larkspur, Town of Parker and Douglas County**

Department: **Engineering/Public Works, Chris Hudson**

EXECUTIVE SUMMARY

The purpose of the attached memorandum of understanding (MOU) between the Douglas County governments concerns the creation of the Douglas County Subregional Forum (Forum). This Forum will be used to coordinate transportation planning and funding requests as part of the Denver Regional Council of Governments (DRCOG) Transportation Improvement Program (TIP) process.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

After several years of discussion, the Board of DRCOG earlier this year approved a new model for distribution of Transportation Improvement Program (TIP) funds. This new model is called the "Dual Model" as it creates both regional and sub-regional "pots" of funding. This dual model was modeled after the system utilized in the Seattle area metropolitan Planning Organization (MPO). The sub-regional areas consist of each Denver Metro county and funding for each sub-region is based on population plus jobs in each sub-region.

One of the requirements of this new model is for each sub-region to create a forum of the governments within each sub-region to solicit, evaluate, select and recommend for approval the regional and sub-regional recommended TIP funded projects. Ultimately the regional and sub-regional selected projects are submitted to the DRCOG Board for their review and approval. This dual model creates more local control as each Denver metro sub-region (counties) has differing needs at the sub-regional level.

This MOU creates the needed Forum between the City of Aurora, the City of Castle Pines, the City of Littleton, the City of Lone Tree, the Town of Castle Rock, the Town of Larkspur, the Town of Parker and Douglas County. These eight (8) governmental agencies represent the governmental entities within Douglas County. The Forum will have a Steering Committee consisting of elected officials from each governmental entity and a Technical Working Committee consisting of staff from each governmental entity. The MOU establishes an initial term of four (4) years which coincides with the TIP process and allows for renewal. The MOU also establishes the quorum requirements, funding parameters, meeting times, establishes a Steering Committee Chair plus Vice-Chair and how decisions are made in the Forum. Ultimately, the Forum will result in increased coordination and communication between each governmental entity in each sub-region.

FINANCIAL IMPACT

The "Dual Model" created by DRCOG does establish certainty that TIP funding will be allocated to Douglas County which has not always been the case in the past. This certainty is a benefit to Douglas County. The creation of the Forum does not currently have financial impacts to the Town. TIP funds are typically Federal in nature and come with a long list of requirements. The long-term financial impacts depends on whether the Town receives funding for projects and the type of project, but generally the financial impacts of transportation projects can be lessened with partial Federal funding.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

PROMOTE A SAFE AND HEALTHY COMMUNITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 1.517

RECOMMENDED MOTION

I move to approve Ordinance No. 1.517 on second reading.

ORDINANCE NO. __1.517__, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF UNDERSTANDING REGARDING THE DOUGLAS COUNTY SUBREGIONAL TRANSPORTATION FORUM BY AND AMONG THE FOLLOWING AGENCIES: CITY OF AURORA, CITY OF CASTLE PINES, CITY OF LITTLETON, CITY OF LONE TREE, TOWN OF CASTLE ROCK, TOWN OF LARKSPUR, TOWN OF PARKER AND DOUGLAS COUNTY

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

Section 1. The Town Council of the Town of Parker hereby approves the Memorandum of Understanding Regarding the Douglas County Subregional Transportation Forum By and Among the Following Agencies: City of Aurora, City of Castle Pines, City of Littleton, City of Lone Tree, Town of Castle Rock, Town of Larkspur, Town of Parker and Douglas County, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

<u>EXHIBIT 1</u>

MEMORANDUM OF UNDERSTANDING REGARDING THE DOUGLAS COUNTY SUBREGIONAL TRANSPORTATION FORUM

BY AND AMONG THE FOLLOWING AGENCIES:

CITY OF AURORA
CITY OF CASTLE PINES
CITY OF LITTLETON
CITY OF LONE TREE
TOWN OF CASTLE ROCK
TOWN OF LARKSPUR
TOWN OF PARKER
AND
DOUGLAS COUNTY

THIS DOUGLAS COUNTY SUBREGIONAL TRANSPORTATION FORUM MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into effective as of the **_____** day of **________, <u>2018</u>** (the "Effective Date"), by and among the Cities of Aurora, Castle Pines, Littleton, and Lone Tree, the Towns of Castle Rock, Larkspur, and Parker, and Douglas County, all such parties being referred to collectively herein as the "Agencies" or individually, as an "Agency"

WITNESSETH

WHEREAS, the Agencies are all communities having governmental jurisdiction within their respective territorial boundaries within Douglas County, Colorado; and

WHEREAS, as local government entities, the Agencies are authorized by the provisions of Colorado Constitution Article XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, *et seq.*, to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the Denver Regional Council of Governments ("DRCOG"), through its Transportation Improvement Program ("TIP"), allocates certain federal funding for transportation-related projects eligible for federal funding, which include multi-modal facilities such as new roadways, widening of roadways, bridges, reconstruction projects, operational improvement projects, capacity projects, on and off-street bicycle and pedestrian facilities, interchanges, intersections, transit and bus service, studies, etc. ("Transportation Improvements") as identified by the Metropolitan Planning Organization ("MPO") for the Denver Metropolitan Area; and

WHEREAS, DRCOG has developed a Dual Model TIP process for allocation of federal funds allocated to DRCOG as the MPO, for distribution to its members. The Dual Model TIP consists of a Regional and Sub-Regional apportionment of federal funds as decided and approved by the DRCOG Board; and

WHEREAS, the solicitation, evaluation, selection, and approval of Regional projects and distribution of the Regional portion of the MPO federal funds will be the sole responsibility of DRCOG and the DRCOG Board; and

WHEREAS, the DRCOG Board has established that Regional Project applications shall only be accepted from the Colorado Department of Transportation ("CDOT"), Regional Transportation District ("RTD"), and the Sub-Regions within DRCOG's boundary; and

WHEREAS, the DRCOG Board through approval of the DRCOG TIP Policy and Criteria has established Sub-Regions within their boundary, which consists of each county as a Sub-Region for that county; and

WHEREAS, the DRCOG Board of Directors has authorized local governments within Douglas County Sub-Region ("the "Sub-Region") to propose jointly to the DRCOG Board of Directors allocation of federal transportation funding for Transportation Improvements within Douglas County's incorporated and unincorporated areas ("Sub-Regional Funding"); and

WHEREAS, the coordinated efforts of all the Agencies are encouraged to participate in identifying Douglas County's list of recommended priority projects that will be submitted to the DRCOG Board for their approval as part of the Dual Model established for the DRCOG TIP Process that will help improve transportation infrastructure needs in Douglas County and / or benefits Douglas County constituents; and

WHEREAS, the Agencies, as signatories hereto, desire to establish a transportation forum of local Agency jurisdictions within the Douglas County Sub-Region ("Forum") in order to coordinate transportation planning and funding requests as part of the DRCOG TIP process among such participating Agencies as well as those other agencies approved by DRCOG to submit project applications; and

WHEREAS, pursuant to federal requirements, Agencies are eligible to submit project applications to the Forum for consideration of TIP funding if they meet the eligibility requirements for funding irrespective of whether the Agency has signed this MOU; and

WHEREAS, the Forum is responsible for selecting and submitting Regional Transportation Improvement project applications ("Regional Projects") to DRCOG in conformity with the requirements and processes outlined in this MOU. Regarding Regional Projects and Regional Funding requests, the undersigned Agencies agree not to submit individual projects (located within Douglas County) to DRCOG directly; and

WHEREAS, the Forum is responsible for soliciting, selecting, recommending and submitting a list of Sub-Regional Transportation Improvement Projects ("Sub-Regional Projects") to DRCOG in conformity with the requirements and processes outlined in this MOU. Regarding Sub-Regional Projects and Sub-Regional Funding requests, the undersigned Agencies agree not to submit individual projects (located within Douglas County) to DRCOG directly; and

WHEREAS, the Agencies desire to set forth their mutual understanding of the manner in which the transportation planning efforts in Douglas County will be conducted and coordinated for the purpose of submitting Regional and Sub-Regional Project Funding requests established for

DRCOG's Dual Model TIP Process, and this Forum may also be used to collaborate on transportation improvements during the off-TIP cycle years.

NOW, THEREFORE, THE AGENCIES HEREBY AGREE TO COOPERATE AS FOLLOWS:

1. Term. The term of this Memorandum of Understanding, ("MOU") shall commence on the Effective Date and be for an initial term of four (4) years ("Initial Term") from the Effective Date. Thereafter, this MOU shall be automatically renewed for successive four-year (4) terms. However, after expiration of the Initial Term, any Agency may withdraw from the renewed MOU by providing written notice of its intent to do so at least (30) days prior to the date of their withdrawal from this MOU. The notice to withdraw shall be by formal action of the governing body of the Agency requesting withdrawal. The MOU shall remain in effect as to all Agencies which have not withdrawn unless this MOU is terminated by all of the Agencies.

2. Agency Option to Sign this MOU. If an Agency has not originally signed this MOU, or withdraws from the MOU pursuant to the provision in Section 1 above, such Agency may become a party to this MOU by executing the MOU. This opportunity to become a party to the MOU will need to occur prior to DRCOG's formal TIP Cycle Call for Regional Project Application Due Date, which is anticipated to occur on September 21, 2018.

3. Subregional Steering Committee and Technical Working Group Representatives. There is created a Douglas County Steering Committee ("SC") for this Subregional Transportation Forum. Each Agency shall appoint a minimum of two (2) representatives for the Steering Committee – one to serve as the Primary member and one as an Alternate member. It shall be the duty and purpose of the Steering Committee to approve the Sub-Regional Projects list to be submitted to DRCOG for Sub-Regional Funding, as well as the Regional Project applications to be submitted from the Douglas County Sub-Region. These project lists will be created after input and recommendations from the Subregional Technical Working Group ("TWG") and project selection shall be in conformity with the criteria established by DRCOG and in **Appendix B** of this MOU. For information regarding the responsibilities of the TWG, see below and in Section 9.

   Each Agency may appoint one additional alternate to the SC for a total of up to two (2) alternates. If the Primary representative is unable to attend Steering Committee meetings or to perform other duties, then the designated alternates shall have the authority to act in the full capacity for the Agency regarding the duties associated with this Subregional Transportation Forum but will still only have one vote per Agency for any decisions. Although, Primary representatives are typically elected officials, the alternatives do not have to be an elected official. Each agency is responsible to submit a written notice (including email messages) identifying who their Steering Committee representatives will be for the upcoming TIP cycle project selection process for funding from 2020 through 2023.

   Each Agency is required to submit a written list identifying their Steering Committee (SC) representatives and their Technical Working Group (TWG) representatives. Each Agency is responsible for determining who their representatives will be; and incorporation of individual agency representatives does not require approval by the Steering Committee. The approval process for selecting representatives to this Forum shall be in accordance with each individual Agency's approval process. Preferably on or before **August 15, 2018**, each Agency shall submit their list to Douglas County Transportation Capital Improvements Projects Manager (CIP Manager), who will serve as the Chair of the TWG. Each Agency shall notify the CIP Manager of any changes or confirm Forum representatives on an annual basis. During the spring and summer of 2018, several agencies already identified their representatives and a current list of Steering Committee and Technical Working Group representatives is shown in **Appendix A**. When an Agency requests any written changes of their representatives, the CIP Manager will modify **Appendix A** accordingly.

4. <u>Establish Steering Committee Chair and Vice-Chair.</u> The Steering Committee representatives are responsible annually for selecting a Chair and Vice-Chair. Each Agency is allowed one vote in selecting a Chair person and one vote in selecting a Vice-Chair person. In the spring of 2018, the Agencies selected a Chair and Vice-Chair for upcoming TIP cycle project selection process for funding from 2020 through 2023. The current Chair and Vice-Chair persons will serve in this capacity through the DRCOG's upcoming TIP cycle project selection process ends, which is anticipated to be substantially completed by the summer of 2019. The Chair is responsible for working with the Technical Working Group Chair to establish the agenda for the Steering Committee meetings, chairing the meetings, establishing the meeting locations, identifying rules of procedure for Steering Committee's adoption, distributing meeting materials and minutes (when appropriate).

5. <u>Decision Making of the Steering Committee.</u> Each Agency will have one vote on all decisions of the Steering Committee. All decisions of the Steering Committee shall be made by motion duly seconded and approved by a majority of the required quorum as set forth below and as identified in **Appendix B**, with each Agency member voting by either the Primary or the Alternate for such Agency. Decisions requiring such action include, without limitation:

    a. The selection of project applications to be submitted to DRCOG for consideration as a Regional Project.

    b. The development of the Sub-Regional Project list to be submitted to the DRCOG Board for approval and inclusion in the TIP.

    c. The Steering Committee will develop a Project Waiting List of priority projects should additional DRCOG funding become available.

6. <u>Quorum for the Steering Committee and the Technical Working Group Decisions.</u> Quorums of the Steering Committee and Technical Working Group on the actions requiring votes are as follows:

    a. For Steering Committee decisions /related to Douglas County Subregional policy, procedures, approval of supplemental TIP criteria, and project recommendations to the DRCOG Board, (including Regional Project applications and Subregional Project Funding list), prioritization of the Project Waiting List and any other decisions requiring a vote, a minimum of four (4) of the Agencies must be in attendance to constitute a quorum.

    b. For Technical Working Groups recommendations related to Douglas County Subregional policy, procedures, approval of supplemental TIP criteria, and project recommendations to the Steering Committee (including Regional Project applications and Subregional Project Funding list), prioritization of the Project Waiting List and any other decisions requiring a vote, a minimum of four (4) of the Agencies must be in attendance to constitute a quorum.

If there is not the requisite quorum at the time for which a vote shall have been called, the meeting may be adjourned or continued until there is the requisite quorum for the relevant vote.

7. Meeting Times for Steering Committee. During each year in which the TIP process and project selection will occur, the Steering Committee will, at a minimum, meet monthly or as often as needed in order to develop and timely submit the recommended project application and funding request list. In non-TIP Cycle years, the Steering Committee will typically meet a minimum of twice a year in March and October or as established by the Steering Committee.

8. Notice. Notice of the Steering Committee meetings and Technical Working Group meetings will occur by posting of the Agenda at least forty-eight (48) hours in advance of the meeting. Douglas County is required to post all Sub-Regional Forum meetings in accordance with its standard practices. Regardless of where the Steering Committee and Technical Working Group meetings are to be held, the County is responsible for noticing the meetings, and also to notify DRCOG to notice these Sub-Regional Forum meetings. Additionally, the agency hosting the meeting is encouraged to notice the meeting utilizing their standard practices.

9. Technical Working Group. There is also created the Technical Working Group ("TWG") for this Subregional Transportation Forum. Each Agency will appoint a staff member from their Agency as the Primary representative to serve on the TWG. Each Agency shall also appoint an Alternate representative to serve on the TWG and to be in attendance if the Primary representative is unable to attend TWG meetings. The TWG Alternate shall have the authority to act in the full capacity of the TWG Primary, but the Agency will only have one vote on the TWG although both Agency representatives are encouraged to attend TWG meetings. TWG representatives are strongly encouraged to attend all Steering Committee meetings.

   The TWG is responsible for the review, evaluation, and scoring of project applications submitted for both Regional and Sub-Regional Projects. The TWG will make recommendations to the Steering Committee on the Regional Project application to be submitted to DRCOG and also for Sub-Regional funding selections. The TWG will utilize the DRCOG Project Evaluation and Ranking Criteria and the additional criteria identified in **Appendix B** (and approved by DRCOG staff) to initially rank the projects submitted by eligible agencies for Sub-Regional Funding and funding through Regional process. This ranking will be presented to the Steering Committee for their consideration and approval.

   The Douglas County Representative will function as the Chair for the TWG meetings, unless the Steering Committee votes to appoint a different Chair for the TWG committee. The TWG will select a Vice-Chair to conduct the meetings and fulfill the other duties of the Chair in the Chair's absence. The Chair is responsible for scheduling TWG meeting dates / times, setting the meeting agendas, running the meetings, distributing meeting materials, meeting minutes, preparing documentation to be presented to the Steering Committee, assisting the Steering Committee Chair or Vice-Chair in preparing their agendas, and noticing both the TWG and SC meetings.

10. Other Agency Participation. Representatives from DRCOG, CDOT, RTD, and Denver South Transportation Management Association ("Denver South TMA") are invited to attend both the Steering Committee meetings and Technical Working Group meetings, but these entities will not have any voting authority on either committee.

11. Sub-Region Procedures and Criteria for Possible TIP Project Selection. The Agencies agree to submit all DRCOG funding requests for Regional Projects and Sub-Regional Projects through the Forum established under this MOU. DRCOG has established its independent overall criteria regarding project eligibility and evaluation of submitted projects, which shall be adhered to. The Steering Committee may choose to establish additional policies and criteria consistent with applicable Federal law and regulation. The procedure for the requesting applications for Regional and Sub-Regional projects applications will be established by the Steering Committee. Supplemental criteria approved by the Steering Committee are included in the **Appendix B** and may be amended from time to time and a revision dated will be used to reflect the most up to date criteria that has been adopted by the Steering Committee.

    With regard to Regional Projects submitted to DRCOG by this Forum, the Steering Committee is responsible for the following:

    a. Receive project applications from eligible applicants.
    b. Evaluate applications using applicable criteria and utilize the Technical Working Group to evaluate project applications and make recommendations to the Steering Committee.
    c. Prioritize and rank all eligible Sub-Regional Projects submitted and develop Waiting List priorities.
    d. Track local funding matching funding and by which agency(ies).
    e. Collaborate and develop partnerships with other applicable agencies and/or other Sub-regions if deemed appropriate.
    f. Meet to discuss the applications and make recommendations.
    g. Make submittal of projects to DRCOG for consideration of Regional Funding.

    With regard to Sub-regional Projects submitted to DRCOG by the Forum, the Steering Committee is responsible for the following:

    a. Receive project applications from eligible applicants.
    b. Evaluate applications using applicable criteria and utilize the Technical Working Group to evaluate project applications and make recommendations to the Steering Committee.
    c. Prioritize and rank all eligible Sub-Regional Projects submitted and develop Waiting List priorities.
    d. Track local funding matching funding and by which agency(ies).
    e. Meet to discuss the applications and make recommendations.
    f. Make submittal of a recommended portfolio of Sub-Regional Projects to the DRCOG Board for approval and inclusion into the TIP using Douglas County Sub-Regional DRCOG federal funding allocations.

    Notwithstanding anything herein to the contrary, Agencies may apply to DRCOG directly for TIP Pool funds within the TSSIP/ITS and TDM Pools for standalone "Element" projects, including but not limited to, traffic signals, intelligent transportation systems and transportation demand management, without submitting such requests to the Forum.

12. Project Requests for Regional Funding. Any municipality or Douglas County may submit projects for consideration by the Steering Committee for a Regional Funding application to DRCOG. These projects shall be of regional significance and meet the Regional eligibility, policy, and criteria established and adopted by the DRCOG Board. The Technical Working Group shall pre-screen every proposed project to reasonably confirm that each proposed project is eligible and conforms to the DRCOG TIP requirements. This MOU is not intended to preclude project proposals from cities and towns and other eligible entities that are located within Douglas County but are not among the Agencies. Such cities', towns', and other entities' project application submittals shall be considered by the Technical Working Group and Steering Committee on an equal basis with the other project requests from the Agencies.

13. Project Requests for Sub-Regional Funding. Any municipality or Douglas County may submit projects for consideration by the Steering Committee for Sub-Regional Funding. Projects may include road, bridge, transit, bike and pedestrian projects. The Technical Working Group shall pre-screen every proposed project to reasonably confirm that each proposed project is eligible and conforms to the DRCOG TIP requirements. This MOU is not intended to preclude project proposals from cities and towns and other eligible entities that are located within Douglas County but are not among the Agencies. Such cities', towns', and other entities' project application submittals shall be considered by the Technical Working Group and Steering Committee on an equal basis with the other project requests from the Agencies.

14. Planning Timeline. The submittal, review and prioritization of transportation projects will coincide with the bi-annual DRCOG TIP planning process timeline and the CDOT/Transportation Commission planning timeline.

15. General Provisions.

    a. Integrated Memorandum of Understanding; Amendment. This MOU contains the entire understanding of the Agencies relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of all the Agencies.

    b. Binding Effect; No Third Party Beneficiaries. This MOU shall be for the benefit of, the Agencies and their respective successors and assigns. It is expressly understood and agreed that the enforcement of terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Agencies and nothing in this MOU shall give or allow any claim or right of action whatsoever by any other person or entity not included in this MOU. It is the express intention of this MOU that any entity other than the Agencies, including any entity that receives services or benefits as a result of this MOU, shall be an incidental beneficiary only.

    c. Government Immunity. No portion of this MOU shall be deemed to constitute a waiver of any immunities the Agencies or their officers or employees may possess, nor shall any portion of this MOU be deemed to have created a duty of care which did not previously exist with respect to any person or entity not a party to this MOU.

    d. Severability. In the event a court of competent jurisdiction holds any provision of this MOU invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this MOU.

e. Counterparts; Electronic Disposition. This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Agencies acknowledge and agree that the original of this MOU, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this MOU, may be used for any purpose as if it were the original, including proof of the content of the original writing.

By signing this MOU, each Agency acknowledges and represents to the others that all procedures necessary to execute this MOU have been performed, and that the person signing on behalf of each Agency has been duly authorized by such Agency to do so.

CITY OF AURORA

Bob LeGare, Mayor	**Date**
ATTEST:	APPROVED AS TO FORM:
, City Clerk	**, City Attorney**

CITY OF CASTLE PINES

Tera Radloff, Mayor	**Date**
ATTEST:	APPROVED AS TO CONTENT:
, City Clerk	**Michael Penny, City Manager**

TOWN OF CASTLE ROCK

Jennifer Green, Mayor	**Date**
ATTEST:	APPROVED AS TO FORM:
Lisa Anderson, Town Clerk	**Robert J. Slentz, Attorney**

DOUGLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

______________________________	______________________________
Lora L. Thomas, Chair	**Date**
ATTEST:	APPROVED AS TO CONTENT:
______________________________	______________________________
Emily Wrenn, Clerk to the Board	**Douglas J. DeBord, County Manager**
APPROVED AS TO FORM:	APPROVED AS TO FISCAL CONTENT:
______________________________	______________________________
Chris Pratt, Assistant County Attorney	**Andrew Copland, Director of Finance**

TOWN OF LARKSPUR

Gerry Been, Mayor **Date**

APPROVED AS TO FORM:

Scotty Krob, Town Attorney

CITY OF LITTLETON

Debbie Brinkman, Mayor	**Date**
ATTEST:	APPROVED AS TO FORM:
, City Clerk	**, City Attorney**

CITY OF LONE TREE

________________________________ _________________________

Jacqueline Millet, Mayor **Date**

ATTEST:

____

Jay Robb, City Clerk

TOWN OF PARKER

Mike Waid, Mayor	**Date**
ATTEST:	APPROVED AS TO FORM**:**
Carol Baumgartner, Town Clerk	**James S. Maloney, Town Attorney**

APPENDIX A
(Updated August 3, 2018)

The following Agency Representatives have been identified to serve on the Douglas County Sub-Regional Transportation Forum (Forum) on the Steering Committee (SC) and Technical Work Group (TWG). The Steering Committee and Technical Work Group are comprised of representatives and alternates from the following eight (8) agencies: Aurora, Castle Pines, Castle Rock, Douglas County, Larkspur, Littleton, Lone Tree and Parker. Other entities are welcome to participate in these meetings but they shall not be allowed to vote.

Steering Committee (SC) Agency Representatives are:

<u>City of Aurora</u>

Bob Roth – Primary, Dave Chambers, Mac Callison, Alternates

<u>City of Castle Pines</u>

Tera Radloff – Primary, Michael Penny, Alternate

<u>Town of Castle Rock</u>

George Teal – Primary, Jason Bower, Alternate

<u>Douglas County</u>

Roger Partridge – Primary, Lora Thomas, Alternate

<u>Town of Larkspur</u>

Gerry Been – Primary, Linda Black, Barbara Allen, Alternates

<u>City of Littleton</u>

Karina Elrod – Primary, Kyle Schlachter, Debbie Brinkman, Alternates

<u>City of Lone Tree</u>

Wynne Shaw– Primary, Jackie Millet, Alternate

<u>Town of Parker</u>

John Diak – Primary, Josh Rivero, Alternate

There was a consensus by the Steering Committee to identify the following representatives to be Chair and Vice-Chair of the Steering Committee:

Roger Partridge, Chair John Diak, Vice-Chair

Technical Work Group (TWG) Agency Representatives are:

<u>City of Aurora</u>

Mac Callison – Primary, Dave Chambers, Alternate

<u>City of Castle Pines</u>

Michael Penny – Primary, Zdenko Novkovic, Sam Bishop, Alternates

<u>Town of Castle Rock</u>

Tom Reiff – Primary, Dan Sailer, Bob Goebel, Alternates

Douglas County

Art Griffith – Primary,	Tom Repp, Janet Herman, Alternates

Town of Larkspur

Linda Black – Primary,	Michelle Wagner, Alternate

City of Littleton

Keith Reester – Primary,	Brent Thompson, Alternate

City of Lone Tree

John Cotten – Primary,	Stephen Ellis, Lisa Albers, Alternates

Town of Parker

Chris Hudson – Primary,	Tom Williams, Bryce Matthews, Alternates

There was a consensus by the Steering Committee to identify the following representatives to be Chair and Vice-Chair of the Technical Working Group

Art Griffith, Chair John Cotten, Vice-Chair

There was a consensus by the Steering Committee to identify the following Technical Representatives from Douglas County's Subregional Forum's to serve on DRCOG's Review Panel to evaluate the DRCOG's Regional Projects (projects to be submitted by CDOT, RTD, and all Sub-Regions for the entire DRCOG region):

Art Griffith - Primary, John Cotten - Alternate

Appendix B
(Updated August 3, 2018)

The following supplemental criterion has been approved by the Steering Committee. This criterion may be amended from time to time and a revision dated (as shown above) will be used to reflect the most up to date criteria to be used by the Douglas County Subregional Forum.

(1) There was a consensus by the Steering Committee to establish the following minimum amount of federal funding request for individual Subregional Projects

$250,000 minimum request of DRCOG funds allocated thru the DRCOG TIP Process.

(2) How Douglas County Subregional Forum will score individual Sub-Regional Projects

There was a consensus by the Steering Committee to utilize the Douglas County Subregional Technical Working Group (TWG) to develop and then score individual projects (with oversight and approval from DRCOG staff that the scoring criteria developed is consistent with DRCOG and FHWA requirements); and the TWG will use DRCOG staff to review project scoring prior to Steering Committee recommendations.

(3) Maximum number of Sub-Regional Projects each Agency can submit

Agency Name	Maximum Number of Projects
Aurora	**2**
Castle Pines	**3**
Castle Rock	**5**
Douglas County	**5**
Larkspur	**2**
Littleton	**3**
Lone Tree	**4**
Parker	**4**

Note: Denver South TMA and other Eligible Entities may submit two (2) projects

(4) Scoring Douglas County Sub-Regional Projects

There was a consensus by the Steering Committee to generally follow the criteria established by DRCOG for the Regional Project – as this makes the most sense in order to ensure that DRCOG's and FHWA's evaluation criteria is being adhered to. However, the

Steering Committee agreed to slightly modify weights as shown below in order to place slightly more emphasis on leveraging.

Douglas County Sub-Regional Projects will be scored used the following weights, which are reflected in the following points (pts):

Regional Significance of Proposed Project	40% (40 pts)
DRCOG Board approved Metro Vision TIP Focus Areas	30% (30pts)
Consistency & Contributions to Transportation-focused Metro Vision Objectives	15% (15 pts)
Leveraging of non-Regional (DRCOG) Share funds ("Overmatch")	15% (15 pts)

(5) Leveraging - there was a consensus by Steering Committee to distribute points for leveraging using the following table, (the higher the local agency participation is the more points are awarded for leveraging the DRCOG funds allocated to the Douglas County Subregion).

Local Match (non DRCOG Sub-Regional funds)	Points for leveraging
20% min. required.	0 points
20% to 24.99%	2 points
25% to 29.99%	4 points
30% to 34.99%	6 points
35% to 39.99%	8 points
40% to 44.99%	10 points
45 % to 49.99%	13 points
50% and Over	15 points

Note, the Steering Committee agreed to exempt small communities, (with a total population less than 1,000 people), from this criteria. Small communities that provide the 20% minimum required match will receive the full 15 points for leveraging.

End.

Request for Town Council Action

Date: September 17, 2018

Submitted By: Tamara Dixon, Human Resources Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.466.4- Second Reading**
A Bill for an Ordinance to Amend Section 2.3 of the Town of Parker Personnel Manual Concerning Employment of Relatives/Nepotism

Department: **Human Resources, Tamara Dixon**

EXECUTIVE SUMMARY

Upon review of the current nepotism policy, revisions are being proposed to align it with current industry best practices.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The current Town policy regarding Nepotism was enacted in 2002. Upon review it was noted that as written, the policy adversely affects applicants related to employees in the IT, Finance, and Human Resources departments from applying for positions in the Town. The policy also limits the Town's recruitment efforts by making relatives of department directors ineligible for employment with the Town. To move the policy forward and in line with best practices, an ordinance amending Section 2.3 of the Town of Parker's Personnel Manual is necessary.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Ordinance No. 1.466.4

RECOMMENDED MOTION

I move to approve Ordinance No. 1.466.4 on second reading.

ORDINANCE NO. __1.466.4__, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 2.3 OF THE TOWN OF PARKER PERSONNEL MANUAL CONCERNING EMPLOYMENT OF RELATIVES/NEPOTISM

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

Section 1. Section 4.9 of the Parker Personnel Manual concerning employment of relatives/nepotism is amended to read as follows:

2.3 – Employment of Relatives/Nepotism

This policy applies to any relative, higher or lower in the organization, where the hiring, transfer or promotion of a relative would cause this policy to be applied. Relatives eligible for employment under this policy must compete with other applicants according to the Town's hiring protocols. No special consideration or preference shall be given to relatives.

Policy Purpose: The employment of relatives may cause serious conflicts both personal and operational, as well as problems with favoritism, morale, confidentiality and security. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships by relatives. In cases where a conflict between relatives in the organization arises, the conflict may be addressed by modification of job duties, separation by assignment within the organization or termination.

The Town of Parker's policy is to avoid real or perceived conflicts of interest, or circumstances that could result in actual or perceived acts of favoritism, interpersonal conflicts or jeopardizing confidentiality. As a result, direct or indirect supervision of an employee by a relative is prohibited. Direct supervision means supervision by the employee's immediate supervisor or lead worker. Indirect supervision means supervisory authority or supervision within the same chain of command. Other situations that suggest a conflict of interest may also prevent the employment situation from occurring. The Town Administrator, the Department Director and the Human Resources Director will evaluate each situation on a case-by-case basis. The final determination will be made in the best interests of the Town.

Definition of Relatives as it Relates to Hiring, Transfer or Promotion: For the purpose of this policy, relatives are defined to include spouses, ex-spouses, parents, children, brothers, sisters, brothers-and sisters-in-law, fathers- and mothers-in-law, aunts, uncles, stepparents, stepbrothers, stepsisters, stepchildren and persons that reside together and share an intimate relationship.

~~**Policy Provisions**~~~~**: Relatives shall not work in the same department (or division) if the department (or division) has less than twenty-five (25) regular full-time and part-time employees.**~~

~~**Relatives shall not work in the same department (or division) if the department (or division) has twenty-five (25) or more regular full-time and part-time employees and (i) one (1) relative would exercise any supervisory, appointment, dismissal or disciplinary authority over another relative; or (ii) one (1) relative would audit, verify, receive, or otherwise be entrusted with monies received, handled or reviewed by the other relative; or (iii) one (1) relative has access to confidential information, including, but not limited to, payroll and personnel records of another relative. In cases where a conflict between relatives in a department that has twenty-five (25) or more regular full-time and regular part-time employees arises, the relatives may be separated by reassignment or terminated from employment.**~~

~~**Relatives shall not work for the Town if: (i) one (1) relative would exercise any supervisory, appointment, dismissal or disciplinary authority over another relative; (ii) or one (1) relative would audit, verify or otherwise be entrusted with monies received, handled or reviewed by another relative; or (iii) one (1) relative has access to confidential information, including, but not limited to, information technology, payroll and personnel records of another relative.**~~

Relatives of Elected or Appointed Officials: Relatives of any elected or appointed Town official or any member of a Town board or commission are not eligible for employment with the Town. In the event an employee's relative is elected or appointed to Town Council or any other Town board or commission, the employee shall be terminated from Town employment during the term of office of the relative. Once the term of office for the relative has ended, the employee may reapply for Town employment as vacancies occur with no guarantee of re-employment.

~~**Relatives of Department Directors: Relatives of Department Directors are not eligible for employment with the Town.**~~

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date: September 17, 2018

Submitted By: Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.277 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and Stonegate Village Metropolitan District Regarding Public Improvements Security

Department: **Engineering/Public Works, Chris Hudson**

EXECUTIVE SUMMARY

The proposed ordinance approves an Intergovernmental Agreement (IGA) between the Town of Parker and the Stonegate Village Metropolitan District (SVMD) regarding the elimination of the public improvements security requirements. This proposed change is in the best interest of both the Town of Parker and Stonegate Village Metropolitan District by reducing costs of projects.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Both the Town of Parker and SVMD have requirements for public improvements to be secured by a security deposit in the form of cash or letter of credit to ensure the completion of improvements. This is done as most development work could be considered speculative in nature and the security requirement ensures that improvements will be completed. Unlike private development, all governmental entities in Colorado are required to budget and appropriate for their improvements. Through this budget and appropriation process, governmental entities secure the public improvements. By requiring SVMD to secure Town improvements or vice-versa, this creates a double security requirement which in turn creates additional cost. In addition, unlike private development, governmental entities like SVMD have long-term vested interest in the community. By the elimination of this security requirement for projects between the Town and SVMD, the overall project costs will be lower.

Town Council approved similar intergovernmental agreements with the Parker Water and Sanitation District and the Cottonwood Water and Sanitation District on May 21, 2018. SVMD is the remaining water and sewer provider for the Town of Parker residents and businesses without this arrangement. The execution of this IGA will create consistency related to public improvement security with all water and sewer providers within the Town of Parker's incorporated boundary.

FINANCIAL IMPACT

By the elimination of the provision of security as it pertains to the installation of Town improvements and/or SVMD improvement improvements, both entities will eliminate the costs associated with providing a letter of credit or additional cash to ensure that the improvements are completed. While this security cost is not a major factor in the overall project cost, it is a cost that can be eliminated which will in turn result in a lower cost for the taxpayers.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Ordinance No. 9.277

RECOMMENDED MOTION

I move to approve Ordinance No. 9.277 on second reading.

ORDINANCE NO. __9.277___, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND STONEGATE VILLAGE METROPOLITAN DISTRICT REGARDING PUBLIC IMPROVEMENTS SECURITY

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement between the Town of Parker and the Stonegate Village Metropolitan District Regarding Public Improvements Security, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND STONEGATE VILLAGE METROPOLITAN DISTRICT REGARDING PUBLIC IMPROVEMENTS SECURITY

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") is made and entered into this _____ day of _____________, 2018, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the "Town"), and the Stonegate Village Metropolitan District, a quasi-municipal special district organized and existing pursuant to the provisions of Title 32 of the Colorado Revised Statutes (the "District").

WITNESSETH

Whereas, C.R.S. § 29-1-203 authorizes the Town and the District, as political subdivisions, to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide;

Whereas, the Town and the District desire to cooperate in coordinating their respective improvement projects to minimize their impact and cost on the community;

Whereas, the Town regulates the installation of public improvements that are to be owned by the Town ("Town Regulations"), including streets, sidewalk, drainage facilities, and other public infrastructure (the "Town Improvements");

Whereas, the Town Regulations provide that, prior to the installation of Town Improvements, the owner of such improvements shall deposit security in the form of cash or letter of credit to secure the installation of improvements;

Whereas, the District regulates the installation of certain improvements that are to be owned by the District ("District Regulations"), including water and sewer facilities ("District Improvements");

Whereas, the District Regulations provide that, prior to the installation of District Improvements, the owner of such improvements shall deposit security in the form of cash or letter of credit to secure the installation of the improvements;

Whereas, the Town and the District respectively own and maintain Town Improvements and the District Improvements for the benefit of the community;

Whereas, the cost to the Town to provide security to the District for the installation of District Improvements and the cost to the District to provide security to the Town for Town Improvements increases the cost to the community of public projects; and

Whereas, the Town and the District agree that it is in the best interest of the community to cooperate to reduce the cost of public projects by eliminating the provision of security as it pertains to the installation of District Improvements by the Town and Town Improvements by the District.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, the receipt and sufficiency of which are hereby acknowledged, the Town and the District agree as follows:

1. Town Improvements. The Town will not require the District, prior to the installation of Town Improvements by the District, to deposit security with the Town to secure the installation of the improvements.

2. District Improvements. The District will not require the Town, prior to the installation of District Improvements by the Town, to deposit security with the District to secure the installation of the improvements.

3. Town Permitting/Approval of District Facilities. The Town will not require the District, prior to the issuance of a grading permit to the District, to provide security for construction best management practices, as required in Town Criteria. Nothing in this Agreement otherwise limits the permitting or approval requirements of the Town to regulate the installation of District improvements on Town Property.

4. District Permitting/Approval of Town Facilities. Nothing in this Agreement limits the permitting or approval requirements of the District to regulate the installation of Town improvements on District Property.

5. Termination of Agreement. Either party may terminate this Agreement without liability to the other party upon providing at least six (6) months' advanced written notice to the other party. Until termination, each party shall continue to perform all duties and obligations set forth herein, pursuant to the terms of this Agreement.

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

Town of Parker: Director of Engineering/Public Works
Town of Parker
20120 E. Mainstreet
Parker, Colorado 80138

District: District Manager
Stonegate Village Metropolitan District
10252 Stonegate Parkway
Parker, Colorado 80134

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

8. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado and the parties waive any right to remove any action to any other court, whether state or federal.

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

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

11. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

12. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

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

TOWN OF PARKER, COLORADO

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

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

STONEGATE VILLAGE METROPOLITAN DISTRICT

____

Sarah Sjobakke, District Manager [Print name]

ATTEST:

____

Scott Barnett, District Engineer [Print name]

Request for Town Council Action

Date: September 17, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.28.23- Second Reading**
A Bill for an Ordinance to Amend Various Sections of Title 5, Section 6.02.020, Section 8.08.010, Section 11.17.020, Section 13.13.010, and Section 13.13.020 of the Parker Municipal Code Concerning Alcohol Beverages and Marijuana

Department: **Town Attorney, Jim Maloney**

EXECUTIVE SUMMARY

The Colorado General Assembly revised the Colorado Liquor Code, which will require modifications to the Parker Municipal Code by October 1, 2018.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Parker Municipal Code needs to be amended to conform with the provisions of the Colorado General Assembly's passage of the "Department of Revenue Activities Regulation Act." This Act moves numerous sections of Title 12 of the Colorado Revised Statutes into a new Title 44 of the Colorado Revised Statutes. Currently, the Parker Municipal Code references Title 12 and not the new Title 44. As a result, the Parker Municipal Code needs to be amended by October 1, 2018, to reflect these changes.

Additionally, the attached ordinance would add a new "Art gallery permit" as an authorized liquor license under the Parker Municipal Code.

The Special Licensing Authority has reviewed the ordinance and recommends approval.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 5.28.23

RECOMMENDED MOTION

I move to approve Ordinance No. 5.28.23 on second reading.

ORDINANCE NO. 5.28.23, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO AMEND VARIOUS SECTIONS OF TITLE 5, SECTION 6.02.020, SECTION 8.08.010, SECTION 11.17.020, SECTION 13.13.010, AND SECTION 13.13.020 OF THE PARKER MUNICIPAL CODE CONCERNING ALCOHOL BEVERAGES AND MARIJUANA

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

Section 1. Section 5.02.610 of the Parker Municipal Code is amended to read as follows:

5.02.610 Definition

As used in this Division, the term *liquor license* shall include the following classes of licenses:

(1) Retail liquor store license;

(2) Liquor-licensed drugstore;

(3) Beer and wine license;

(4) Hotel and restaurant license;

(5) Club license;

(6) Tavern license;

(7) Optional premise license;

(8) Brew pub license;

(9) Arts license;

(10) Racetrack license; ~~**and**~~

(11) Lodging and entertainment facility license~~.~~**; and**

(12) Art gallery permits.

Section 2. Paragraph 5.02.630(a)(1) of the Parker Municipal Code is amended to read as follows:

5.02.630 Optional premises license

(a) *Optional premises* means:

(1) Premises specified in an application for a hotel and restaurant license under Article ~~**47**~~ **3**, ~~**of**~~ Title ~~**12**~~ **44** (~~**12-47-101**~~ **44-3-101**, *et seq*.) of C.R.S., with related outdoor sports and recreational facilities for the convenience of its guests or the general public located on or adjacent to the hotel and restaurant within which such license is authorized to serve alcohol beverages in accordance with the provisions of this Division and at the discretion of the state and local licensing authorities; and

* * *

Section 3. Paragraph 5.02.730(b)(4) of the Parker Municipal Code is amended to read as follows:

5.02.730 Distance from schools.

* * *

(b) Subsection (a) above does not apply to:

* * *

(4) Any club located within the principal campus of any college, university or seminary, as defined in Section ~~**12-47-103(3), (4) and (5)**~~ **44-3-103(4), (5) and (6)**, C.R.S., which limits its membership to the faculty or staff of such institution;

* * *

Section 4. Section 5.02.790 of the Parker Municipal Code is amended to read as follows:

5.02.790 Tastings authorized

(a) Authorization. In accordance with Section ~~**12-47-301(10)(a)**~~ **44-3-301(10)(a)**, C.R.S., the Town hereby authorizes "tastings," as that term is defined in Section ~~**12-47-103(37.5)**~~ **44-3-103(56)**, C.R.S., thereby allowing retail liquor store and liquor-licensed drug store licensees to conduct tastings subject to all of the limitations set forth in Section ~~**12-47-301(10)**~~ **44-3-301(10)**, C.R.S.

* * *

(c) Process. Upon receiving the completed tastings application, the Town Clerk shall prepare the file for review by the Town of Parker Special Licensing Authority at its next regularly scheduled meeting. In the event the Special Licensing Authority determines that the applicant has complied with the provisions of Section ~~**12-47-301**~~ **44-3-301**, C.R.S., and that the applicant is able to conduct tastings without creating a public safety risk to the neighborhood, the application shall be granted.

(d) Hearing. If the Special Licensing Authority determines that there is good cause for a hearing to consider whether the applicant has complied with the provisions of Section ~~**12-47-301**~~ **44-3-301**, C.R.S., or whether the applicant is able to conduct tastings without creating a public safety risk to the neighborhood, the Town Clerk, at the direction of the Special Licensing Authority, shall cause to be issued a notice of hearing on the tastings application. In the event the Town Clerk issues a notice of hearing on the tastings application, the notice shall be conspicuously posted on the premises at least ten (10) days prior to the hearing. Hearings held on any tastings application may result in approval or denial of said application, and the grounds for any decision on said application shall be whether the applicant has complied with the provisions of Section ~~**12-47-301**~~ **44-3-301**, C.R.S., and whether the applicant is able to conduct tastings without creating a public safety risk to the neighborhood. Such decision of the Special Licensing Authority shall be final.

Section 5. Subsection 5.02.810(a) of the Parker Municipal Code is amended to read as follows:

5.02.810 Retail liquor store license – Multiple licenses permitted.

(a) An owner, part owner, shareholder, or person interested directly or indirectly in a retail liquor store license issued by the Local Licensing Authority may acquire additional retail liquor store licenses issued by the Local Licensing Authority in accordance with the schedule set forth in Section ~~**12-47-407(4)**~~ **44-3-409(4)**, C.R.S.; provided, however, that the additional license sought to be acquired is for a retail liquor store located at least one thousand five hundred (1,500) feet from another licensed retail liquor store.

* * *

Section 6. Subsection 5.02.820(a) of the Parker Municipal Code is amended to read as follows:

5.02.820 Liquor-Licensed drugstore license – multiple license and conversion permitted.

(a) An owner, part-owner, shareholder, or person interested directly or indirectly in a liquor-licensed drugstore license issued by the Local Licensing Authority may acquire additional liquor-licensed drugstore licenses issued by the Local Licensing Authority in accordance with the schedule set forth in Section ~~**12-47-408(4)**~~ **44-3-410(4)**, C.R.S.; provided, however, that the additional license is obtained in accordance with Subsection (b) below.

* * *

<u>Section 7.</u> Section 5.02.860 of the Parker Municipal Code is amended to read as follows:

5.02.860 Definitions

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

* * *

Good cause, for the purpose of refusing or denying a license renewal or initial license issuance, means:

* * *

c. In the case of a new license, the applicant has not established the reasonable requirements of the neighborhood or the desires of its adult inhabitants as provided in Section **~~12-47-301(2)~~** **<u>44-3-301(2)</u>**, C.R.S.; or

* * *

Optional premises means:

a. Premises specified in an application for a hotel and restaurant license under Title **~~12~~** **<u>44</u>**, Article **~~47~~** **<u>3</u>**, C.R.S., with related outdoor sports and recreational facilities for the convenience of its guests or the general public located on or adjacent to the hotel or restaurant which is licensed to serve alcohol beverages in accordance with the provisions of this Chapter and at the discretion of the state and local licensing authorities; and

* * *

Sell or *sale* means any of the following: to exchange, barter or traffic in; to solicit or receive an order for except through a licensee licensed under this Chapter or Article **~~46~~** **<u>4</u>** or **~~48~~** **<u>5</u>** of Title **~~12~~** **<u>44</u>**, C.R.S.; to keep or expose for sale; to serve with meals; to deliver for value or in any way other than gratuitously; to peddle or possess with intent to sell; to possess or transport in contravention of this Chapter; or to traffic in for any consideration promised or obtained, directly or indirectly.

* * *

<u>Section 8.</u> Subsection 5.02.870(a) of the Parker Municipal Code is amended to read as follows:

5.02.870 Penalty for violation

(a) Any licensee who violates the terms of this Chapter may be subject to suspension or revocation of his or her liquor license pursuant to Section **~~12-47-601~~** **44-3-601**, C.R.S.

* * *

Section 9. Section 5.02.960 of the Parker Municipal Code is amended to read as follows:

5.02.960 Special event permit authorized.

The Town shall be authorized to issue a special event permit in accordance with Section **~~12-48-101~~** **44-5-101**, *et seq.*, C.R.S.

Section 10. Section 5.08.040 of the Parker Municipal Code is amended to read as follows:

5.08.040 Duties.

The Authority shall have and is vested with the authority to grant or refuse licenses for the sale at retail of malt, vinous or spirituous liquors and fermented malt beverages, as provided by law, conduct investigations as are required by law and suspend or revoke such licenses for cause in the manner provided by law. Such Authority shall have all the powers of the Local Licensing Authority, as set forth in Articles **~~46~~** **3** or **~~47~~** **4** of Title **~~12~~** **44**, C.R.S., and Title 5 of this Code. The Authority shall also have and is vested with the authority to grant or refuse licenses for amusement devices and arcades, pawnbrokers and other licenses as specifically authorized by the Town Council, conduct investigations as are required by law and suspend or revoke such licenses for cause in the manner provided by law.

Section 11. Section 6.02.020 of the Parker Municipal Code is amended to read as follows:

6.02.020 Definitions.

As used in this Chapter, the following terms shall have the meaning indicated:

* * *

Bar means any indoor area that is operated and licensed under Article **~~47~~** **3** of Title **~~12~~** **44**, C.R.S., primarily for the sale and service of alcohol beverages for on-premises consumption and where the service of food is secondary to the consumption of such beverages.

* * *

Section 12. Subsection 8.08.010(a) of the Parker Municipal Code is amended to read as follows:

8.08.010 Possession of alcohol in public places.

(a) It is unlawful for any person to possess or consume any fermented malt beverage, or any malt, vinous or spirituous liquor, whether such possession is actual or constructive, in any public place as defined in Subsection 8.01.010(b) of this Title, upon property owned, operated, leased or maintained by the State or any political subdivision or agency thereof, or upon property owned, operated, leased or maintained by the Town; provided, however, that it shall not be a violation of this provision to: (1) store or consume any fermented malt beverage, or any malt, vinous or spirituous liquor in conformance with, and pursuant to the terms of, any validly issued permit or license; or (2) be in possession of a partially consumed bottle of vinous liquor (not to exceed seven hundred fifty [750] milliliters) that was originally sold for on-premises consumption and resealed pursuant to Section **~~12-47-411(3.5)~~** **44-3-901(10)(c)**, C.R.S.

* * *

Section 13. Subsection 11.17.020(a) of the Parker Municipal Code is amended to read as follows:

11.17.020 Growing of medical marijuana.

(a) A primary caregiver, for purposes of this Chapter and consistent with Article XVIII, Section 14(1)(f) of the Colorado Constitution, is defined as a natural person, other than the patient and the patient's physician, who is eighteen (18) years of age or older and has significant responsibility for managing the well-being of a patient who has a debilitating medical condition. In addition to other activities conducted on behalf of the patient, a primary caregiver, a patient or a group of patients cultivating marijuana plants for their own use may cultivate, possess, produce, use or transport marijuana or paraphernalia to administer marijuana for medicinal purposes, subject to the following.

(1) Such cultivation, production or possession of marijuana plants must be in full compliance with all applicable provisions of Article XVIII, Section 14 of the Colorado Constitution, the Colorado Medical Marijuana Code, Section **~~12-43.3-101~~** **12-11-101**, C.R.S., *et seq.* , as amended, and the Medical Marijuana Program, Section 25-1.5-106, C.R.S., as amended, and all implementing regulations, including 5 CCR 1006-2.

* * *

Section 14. Paragraph 13.13.010(1) of the Parker Municipal Code is amended to read as follows:

13.13.010 Findings and Legislative Intent.

The Town Council makes the following legislative findings:

(1) The Town Council finds and determines that the Colorado Medical Marijuana Code, Section ~~12.43.3-101~~ **44-11-101**, C.R.S., *et seq.*, clarifies Colorado law regarding the scope and extent of Amendment 20 to the Colorado Constitution.

* * *

Section 15. Paragraph 13.13.020(1) of the Parker Municipal Code is amended to read as follows:

13.13.020 Authority

The Town Council hereby finds, determines and declares that it has the power and authority to adopt this Article pursuant to:

(1) The Colorado Medical Marijuana Code, Section ~~12.43.3-101~~ **44-11-101**, C.R.S. , *et seq.*,

Section 16. 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 17. 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 18. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date: September 17, 2018

Submitted By: Jacob James, Stormwater Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.518 - Second Reading**
A Bill for an Ordinance to Approve the Memorandum of Understanding Household Chemical Roundup Program Between Tri-County Health Department, the District Public Health Agency of the Counties of Adams, Arapahoe and Douglas, Colorado, and the Town of Parker

Department: **Engineering/Public Works, Jacob James**

EXECUTIVE SUMMARY

Tri-County Health desires to formalize the understanding of the Town's participation in the annual household chemical roundup events in Douglas County. Through financial participation with various governmental stakeholders, the Tri-County Health Department coordinates these events with one located in Parker. This Memorandum of Understanding (MOU) acknowledges the Intergovernmental Agreement between Tri-County Health and Douglas County. This MOU also describes the Town's responsibilities and obligations related to the Parker event and the overall program.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

TriCounty Health coordinates and operates three (3) household chemical roundup events in Douglas County annually. The funding for these events is obtained from various governmental stakeholders within Douglas County. Tri- County Health and Douglas County have formalized an Intergovernmental Agreement regarding this program. Tri-County Health desires to execute the MOU with all stakeholders to ensure a formal agreement on program funding and roles and responsibilities of all parties.

FINANCIAL IMPACT

The 2018 budget includes $9,000 for the household chemical roundup in the Interdepartmental Fund. The Stormwater Enterprise Fund will contribute $1,878. The proposed budget request for 2019 will include line items from both the Interdepartmental Fund and the Stormwater Enterprise Fund for Council to consider.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.518

RECOMMENDED MOTION

I move to approve Ordinance No. 1.518 on second reading.

ORDINANCE NO. __1.518__, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF UNDERSTANDING HOUSEHOLD CHEMICAL ROUNDUP PROGRAM BETWEEN TRI-COUNTY HEALTH DEPARTMENT, THE DISTRICT PUBLIC HEALTH AGENCY OF THE COUNTIES OF ADAMS, ARAPAHOE AND DOUGLAS, COLORADO, AND THE TOWN OF PARKER

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

Section 1. The Town Council of the Town of Parker hereby approves the Memorandum of Understanding Household Chemical Roundup Program Between Tri-County Health Department, the District Public Health Agency of the Counties of Adams, Arapahoe and Douglas, Colorado, and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

EXHIBIT 1

Memorandum of Understanding
Household Chemical Roundup Program

This Memorandum of Understanding ("Memorandum") is made effective on this ____ day of _____, 2018, between Tri-County Health Department, the District Public Health Agency of the Counties of Adams, Arapahoe and Douglas, Colorado ("TCHD"), and Town of Parker ("Sponsor"), for the purpose of achieving the goals and objectives of the Douglas County Household Chemical Roundup ("HCR") Program.

WHEREAS, pursuant to an Intergovernmental Agreement between TCHD and Douglas County, Colorado, TCHD will organize, manage and partially fund the 2018 Douglas County Household Chemical Roundup Program (the "Program"); and

WHEREAS, Sponsor is a governmental entity in Douglas County, and has agreed to contribute to the cost of the Program, as more fully set forth herein; and

WHEREAS, Sponsor and TCHD desire to memorialize their agreement in writing.

NOW, THEREFORE, the parties agree as follows:

1. Household Chemical Roundup Program. TCHD shall organize, manage and partially fund the Program pursuant to the Intergovernmental Agreement between TCHD and Douglas County, Colorado (the "Agreement"), a copy of which is attached hereto, and incorporated herein by reference. Sponsor agrees to be bound by the terms of the Agreement applicable to the Sponsor.

2. Program Operation. Funding for the Program is to be provided by Douglas County and the Sponsors as set forth in Exhibit B of the Agreement. The Program shall be operated in accordance to the Budget, attached as Exhibit C to the Agreement, and will be managed so as not to generate revenues in excess of those set forth in Exhibit B. TCHD and Sponsor acknowledge and agree that donations to the Program may vary on a yearly basis, resulting in adjustments to each Sponsors yearly contribution.

3. Payment. Sponsor agrees to contribute the amount of $10,878.27 to the Program, as set forth in Exhibit B of the Agreement. TCHD will invoice Sponsor for its annual contribution after the first event and will invoice the Sponsor along with sponsoring agencies listed as a part of the Agreement to share additional costs as part of the actual expenses, if any, after the conclusion of all the Program events, in an amount not to exceed $2,000. Each Sponsor's contribution shall be made within thirty (30) days receipt of the invoice from TCHD and may include adjustments to each sponsors yearly contribution as set forth in Paragraph 2, herein.

4. Termination. TCHD or Sponsor may terminate this Agreement at any time and for any reason upon written notice to the other party of at least sixty (60) days before the effective date of such termination. In the event that this Agreement is terminated by either party, then, in that event, all fees and expenses accrued to the date of termination, not to exceed the Sponsor contribution set forth in Paragraph 3, herein, shall be paid upon submittal of an invoice by TCHD.

5. Program Funding. In the event TCHD is unable to obtain the necessary funds to operate the Program, then this Memorandum may be terminated by TCHD, as determined by TCHD in its sole and absolute discretion.

6. Governmental Immunity. All activities performed under this Agreement are hereby declared to be governmental functions. Liability for claims for injuries to persons or property arising out of the alleged negligence of either party, and their respective agencies, boards, officials, and employees, shall be controlled and limited by the provisions of the Colorado Constitution and the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as it is from time to time amended (the "CGIA").

The Parties also acknowledge that each party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the CGIA, or otherwise available to the parties, and their respective agencies, boards, officials and employees.

7. Governing Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any disputes arising under this Agreement shall be in Douglas County, Colorado.

TCHD:	**SPONSOR:**
TRI-COUNTY HEALTH DEPARTMENT	TOWN OF PARKER, COLORADO
______________________________	______________________________
Signature Date	Signature Date
Name:__________________________	Name: Mike Waid
Title: __________________________	Title: Mayor
Address:	Address:
Tri-County Health Department 6162 S. Willow Drive, Suite 100 Greenwood Village, CO 80111 Attention: Executive Director	Town of Parker 20120 E. Mainstreet Parker, CO 80138

INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS AND TRI-COUNTY HEALTH DEPARTMENT FOR HOUSEHOLD CHEMICAL ROUNDUP PROGRAM.

THIS MANAGEMENT INTERGOVERNMENTAL AGREEMENT FOR HOUSEHOLD CHEMICAL ROUNDUP PROGRAM ("Agreement"), is made and entered into as of the 19th day of April 2018, by and between the Board of County commissioners of Douglas County, Colorado, a political subdivision of the State of Colorado (hereinafter "Douglas County"), with its principal offices located at 100 Third Street, Castle Rock, Colorado 80104, and Tri-County Health Department (hereinafter "TCHD"), the District Public Health Agency for the Counties of Adams, Arapahoe, and Douglas and the State of Colorado, with its principal offices located at 6162 S. Willow Drive, Suite 100, Greenwood Village, Colorado 80111.

RECITALS

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 291-203, C.R.S. provide a means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the Parties desire to set forth the terms and conditions in connection with the implementation and operation of a program where the citizens may deliver their hazardous household chemicals to a specific site for recycling or disposal, commonly known as the Household Chemical Roundup Program (referred to herein as "Program"), which Program has been provided to the citizens of Douglas County for several years.

WHEREAS, since 2001, TCHD has organized, managed, and partially funded the Program on behalf of Douglas County and the sponsoring agencies.

WHEREAS, TCHD and Douglas County desire to have TCHD continue to organize and manage the Program.

WHEREAS, in exchange for TCHD organizing and managing the Program, Douglas County shall compensate TCHD for the costs of organizing and managing the Program as specified in "Exhibit A" incorporated herein by this reference.

WHEREAS, TCHD shall enter into a Contract with a private hazardous waste disposal contractor ("Contractor"), for the disposal of the household hazardous waste, which Contractor TCHD will continue to use for the term of this Agreement.

WHEREAS, in order to fund the Program, the County will solicit the support from other sponsors in Douglas County ("Principal Sponsors"), to obtain their commitment to contribute financial and in-kind contributions to the Program. Douglas County will seek to have the Principal Sponsors provide a minimum number of volunteers to staff each collection event or will seek to have the Principal Sponsors contribute the funds necessary to compensate TCHD for contingency labor as specified in Exhibit A.

NOW THEREFORE, in consideration of the mutual obligations of Douglas County and TCHD, as set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Douglas County and TCHD agree as follows:

SECTION I. TERM AND SCOPE OF WORK

1. Term: The term of this Agreement shall be from January 1, 2018 through December 31, 2018.

2. Performance by TCHD: TCHD shall plan and administer the Program pursuant to the terms and conditions set forth in the Tri-County Health Department Work Breakdown Structure ("WBS") for the Douglas County Household Chemical Roundup ("HCR") Program, attached hereto as Exhibit A, and incorporated herein by reference. Additionally, TCHD will maintain its contract with the Contractor to dispose of the household hazardous waste as contemplated herein and other contracts or purchases necessary for facilitating each of three collection events.

3. Funding: TCHD is aware that the Program is funded via contributions from Douglas County (not to exceed $62,000), sponsoring agencies, and other contributors. TCHD shall be responsible for managing the Program in a manner that minimizes program cost. TCHD shall be responsible for collecting contributions and disbursing payment for services rendered by outside resources.

4. Principal Sponsorship: The following agencies have agreed to act as principal sponsors for the three Household Chemical Roundup events to be conducted as a component of the Program:

   a. Plum Creek Waste Water Authority
      (To sponsor a 1-day event at the Castle Rock Water Yard or another location determined by the Committee)
   b. South Metro Fire Rescue Authority
      (To sponsor a 1-day event at the Joint Service Facility or another location determined by the Committee)
   c. Highlands Ranch Metro Districts
      (To sponsor a 1-day event at Shea Stadium on Redstone Park Circle)

5. Limited Obligations: The obligations of Douglas County and TCHD shall be limited to this Agreement and to the WBS (Exhibit A). Additional Program services, if any, shall be agreed to in writing, subject to review and negotiation.

SECTION 2. COMPENSATION FOR SERVICES

1. TCHD shall submit an invoice to Douglas County after each HCR event for costs incurred in the planning and management of the event. The cost to Douglas County for administrative costs shall not exceed $20,666.66 per event for each of the three events. TCHD shall be compensated as provided for in Section 1.

SECTION 3. PAYMENT

1. Payment to Tri-County Health Department. All payments for administrative services, operational costs and Contractor costs set forth in this Agreement shall be made to TCHD within thirty (30) days of the receipt of the invoice for said costs. In the event Douglas County fails to make such a payment within said thirty (30) days, TCHD may elect, in its sole discretion, to postpone any future HCR events until such payments have been made by the County and received by TCHD.

2. Donations: It is understood by the parties that the Program is being funded via donations from various sources as outlined in "Exhibit B" incorporated herein by this reference. The Program shall be managed in a way to avoid exceeding the projected proceeds. The estimated program budget is set forth in "Exhibit C" incorporated herein by this reference.

SECTION 4. TERMINATION

1. Either party may withdraw from this Agreement, which withdrawal shall be effective after (90) days written notice has been given to the other party to the Agreement. The withdrawing party will be discharged from its obligations hereunder, provided that it has paid all outstanding financial contributions for which it is obligated under this Agreement and TCHD has properly disposed of all household chemicals and products in its possession or control. The terms and obligations for this Agreement will remain in full force and effect as to the remaining party.

SECTION 5. INSURANCE

1. TCHD and Douglas County are both recognized as political subdivisions of the State of Colorado. As such, they are governed by the Colorado Governmental Immunity Act. The parties acknowledge that TCHD is covered and self-insured under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq.; therefore, TCHD does not carry environmental impairment insurance protection or consulting

professional errors and omissions. The parties to this agreement agree the limited oversight activities scope of TCHD per this agreement do not warrant said protection. The parties acknowledge and agree that TCHD, its respective officers, and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended.

2. TCHD shall maintain auto liability insurance in the amount of one million dollars ($1,000,000.00), and shall include Douglas County as an additional insured on the policy. TCHD shall provide Douglas County a copy of the certificate of insurance.

3. TCHD shall require the Contractor to maintain insurance for the term of the 2018 HCR Program in amounts as follows: Commercial general liability insurance with a minimum of one million dollars ($1,000,000.00) combined single limit for each occurrence and general aggregate limit of two million dollars ($2,000,000.00); and environmental impairment insurance with minimum limit of one million dollars ($1,000,000.00) for both single claim and aggregate. TCHD shall require the Contractor to name Douglas County, its commissioners, officers, directors, agents, and employees as an additional insured on the policy. TCHD shall provide Douglas County a copy of the certificate of insurance.

4. Nothing in this Agreement shall be interpreted as a waiver of governmental immunity for either TCHD or Douglas County.

SECTION 6. REQUIREMENTS OF TRI-COUNTY HEALTH DEPARTMENT CONTRACTOR

1. TCHD shall require the Contractor to sign, notarize, and include an affidavit in the contract between TCHD and the Contractor stating that the Contractor is acting as an independent contractor, and not as an agent of either TCHD or Douglas County.

2. TCHD will require the Contractor(s) providing services for this Agreement to comply with all federal, state and local laws, rules and regulations, and obtain the necessary permits required by those agencies.

3. TCHD will place a clause in all contracts generated by the Program that "nothing in the contract shall be construed as a waiver of governmental immunity for any participating governmental entity".

4. TCHD will require Contractor to comply with section 8-17.5-102 C.R.S. prohibiting the employment of illegal aliens on public contracts for services.

SECTION 7. INDEMNIFICATION

1. To the extent allowed by law and subject to the limitations set forth in the Colorado Governmental Immunity Act; CRS 24-10-101, et seq., TCHD agrees to release, indemnify and hold harmless Douglas County, its commissioners, officers, directors, agents and employees from any and all claims, damages, suits, costs, expenses, liability, actions or procedures of any kind or nature whatsoever, including worker's compensation claims, of or by anyone whomsoever in any way resulting from or arising out of, directly or indirectly, its performance of this Agreement or its operations in connection herewith, including acts and omissions of TCHD's officers, employees, representatives, suppliers, invitees, contractors and agents; provided, however, that TCHD need not release, indemnify or save harmless Douglas County, its commissioners, officers, directors, agents and employees from damages resulting from the sole negligence of Douglas County's commissioners, officers, directors, agents and employees.

2. TCHD shall require its contractors providing services for this Agreement to indemnify Douglas County, its commissioners, officers, directors, agents, and employees.

SECTION 8. GENERAL PROVISIONS

1. This Agreement is solely for the benefit of the parties hereto and no third party shall be entitled to claim or to enforce any rights hereunder except as specifically provided herein.

2. This Agreement contains the entire agreement between the parties, and shall not be amended or modified in any manner without such amendment or modification being agreed to and executed in writing.

3. It is the intent of the parties to comply with the provisions of Article X, Section 20, of the Constitution of the State of Colorado. Therefore, the parties agree that this Agreement shall terminate at the end of each party's current fiscal year and that funding as referenced in section 1.3 has been appropriated by Douglas County for this project.

4. This Agreement shall be governed by the laws of the State of Colorado. Venue for any disputes arising under this Agreement shall be in Douglas County, Colorado.

Liaisons: For TCHD:

Ellen Kennedy,
Hazardous Waste & Sustainability Specialist
Tri-County Health Department
6162 S. Willow Drive, Suite 100
Greenwood Village, CO 80111
(720) 200-1592

For the County:

Rod Meredith, Operations Manager
Douglas County Dept. of Public Works Operations
3030 North Industrial Way
PO Box 1390
Castle Rock, CO 80109
Phone: (303) 663-6248

IN WITNESS WHEREOF Douglas County, by and through its authorized officer and agent, and TCHD, by and through its authorized agent have executed this Agreement on the respective dates set forth below.

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS,
COLORADO

By ______________________________
Douglas J. DeBord
Douglas County Manager

Date: 4/19/18

APPROVED AS TO FORM:

____
Lance Ingalls
Douglas County Attorney

APPROVED AS TO FISCAL CONTENT:

____
Andrew Copland, Director of Finance
Douglas County Government

TRI-COUNTY HEALTH DEPARTMENT

By Jennifer L. Ludwig
~~John M. Douglas, Jr., M.D.~~
Executive Director

Jennifer L. Ludwig, MS
Deputy Director

Date: 3/27/18

ATTEST:

____
Theresa Fox
Director of Administration and Finance

EXHIBIT A

WORK BREAKDOWN STRUCTURE

TRI-COUNTY HEALTH DEPARTMENT
WORK BREAKDOWN STRUCTURE
DOUGLAS COUNTY HOUSEHOLD CHEMICAL ROUNDUP PROGRAM

Presented below is Tri-County Health Department's (TCHD) work breakdown structure (WBS) for the Douglas County Household Chemical Roundup (HCR) Program for FY 2018. Following the 2018 collection activities, at the direction of Douglas County, a revised WBS will be developed for 2019. The work elements (WE) and sub-elements of this WBS include scope of the Program to meet the objectives set forth in the agreement between Tri-County Health Department and Douglas County for FY 2018.

GENERAL ASSUMPTIONS

1. The period of performance for the services under this scope of work is January 1, 2018 to December 31, 2018.

2. The Labor rate estimated includes salary of employees utilized to perform the obligations of TCHD under this Agreement + 35.00% fringe.

3. TCHD's proposed level of effort for this program is based on TCHD conducting 3 collection events during the period of performance.

4. The HCR Committee, consisting of representatives from each of the principal sponsors, shall select the event locations and dates for collection.

5. TCHD shall conduct Program activities consistent with the terms of its Agreement with Douglas County. However, TCHD shall coordinate with the HCR Committee on the performance and administration of each event.

6. TCHD shall request volunteer names and contact information from each of the principal sponsors to ensure that information is received 30 days prior to each event.

WE. 10 PLANNING OPERATIONS

This work element includes labor, materials, and coordination efforts associated with collection event planning. Planning efforts shall occur in advance of each collection event.

WE .11 TCHD shall revise, as necessary, and coordinate the printing and distribution of an educational brochure to encourage Pollution Prevention (P2) and proper management of household hazardous waste (HHW). It is anticipated that other

Program sponsors and supporters shall provide in-kind services to assist TCHD in the distribution of educational materials.

WE .12 TCHD shall supply standardized Event Forms that shall be used to collect data including participant information to ensure adequate verification of participant residency. Forms include a Participant Registration Form (may be revised if requested), Volunteer Waiver Form, Drop N' Swap Form, and an Event Evaluation Form. These materials shall be utilized for each of the FY 2018 collection events.

WE .13 TCHD will identify and pursue appropriate fundraising activities with potential additional sponsors to broaden the base of support for the Program and supplement the Principal Sponsors' financial contributions. These activities include:

a) Drafting and mailing fundraising letters to identified Special Districts and other additional sponsors.
b) Conducting individual follow-up providing detailed information as needed.
c) Recognizing donors by individual letter, press releases, event promotional information, and program reports.
d) Pursuing Supplemental Environmental Program Grant funds through CDPHE and/or USEPA.

WE.14 TCHD shall market the event and provide marketing coordination to assist the HCR Committee in promoting each event. Coordination includes preparing and distributing press releases, articles and event flyers to Program sponsors who have provided written requests 30 days prior to necessary date of delivery, and to donors, print media, homeowner associations, retail outlets and others; and coordinating with local cable channels.

WE.15 TCHD shall provide volunteer management services to the HCR Committee. These services include:

a) Based on the estimated size of each event, TCHD shall determine volunteer manpower needs to assist in event operations.

b) TCHD shall manage an HCR Volunteer database. The database is utilized to organize and assign duties to the primary labor force for event operations. TCHD shall prepare and maintain the database for the period of performance.

c) Prior to each event, TCHD shall prepare a Labor Force Assignment spreadsheet that shall assign tasks to both the Contractor and volunteer workforce.

d) TCHD shall develop, administer, and evaluate the results of a Volunteer Survey to find ways to improve future events.

e) TCHD shall prepare and mail volunteer and donor/sponsor "Thank You" letters following each event.

WE.16 Each event requires participation from the local Fire Department, Hazardous Material Response Team, and possibly the Police or Sheriff's Department for traffic control. TCHD shall coordinate with these entities for collection events within this Program.

WE.17 Each event requires Resource Coordination to determine how recyclables such as cardboard, tires, automotive batteries, used oil, scrap metal and antifreeze are managed. TCHD shall coordinate this management with Douglas County Public Works Department and recyclable material vendors.

WE.18 TCHD shall provide vendor coordination for each event. TCHD shall coordinate procurement activities with vendors who supply operational items such as tents, dumpsters, sanitary services and any other equipment or services needed. In addition, TCHD shall coordinate the special use permits, supply of signs and traffic cones from HCR Committee entities.

WE .20 PRE & POST EVENT OPERATIONS

Coordination between TCHD and the Committee shall require the following categories of activities. Where meetings are required, tasks include agenda preparation and distribution, travel and attendance, summary preparation and distribution:

- Program Development
- Pre-Event Planning, Site Preparation and Event Logistics
- Post-Event Site Breakdown and Cleanup
- Program Evaluation/Recommendations

WE .21 TCHD shall conduct Program Development activities including finalizing its contractual agreement with Douglas County, (including legal review), confirming the number and location of events, confirming and refining marketing strategies and target audiences, confirming data to be collected from participants, and developing paint waste strategies.

WE .22 TCHD shall conduct one meeting with the existing contractor to assure program scope, dates and operational expectations are clear.

WE .23 TCHD may hold one Pre-Event Planning / Event Logistics Meeting for each event. This meeting will involve HCR Committee members representing the geographic area of the County where the Roundup will be held. A sample agenda may include final site layouts, volunteer needs, supplies and materials, workforce assessments, traffic flow patterns, outside agency support (Police/Fire/Hazmat), Personal Protection Equipment, site safety, and volunteer training and contingent resource identification.

WE .24 TCHD shall prepare one Post Event Update (either a meeting or a memo update) after each event to summarize survey data, contractor's preliminary tabulation of materials collected, donations, expenditures, etc.

WE .25 TCHD shall hold one Evaluation/Recommendation Meeting to evaluate the overall FY 2018 Program, to outline the Final Report and to identify recommendations to incorporate into the planning of FY 2019 event(s).

WE .30 EVENT OPERATIONS

This work element includes the scope for TCHD to coordinate event operations on the day of each collection event. In-kind services provided by the HCR Committee members or TCHD are also identified in this work element.

WE .31 TCHD shall provide a Site Manager to oversee and manage each collection event. This includes coordination with and management of the waste disposal and recycling contractors during set up, on event day and during break down, which may extend beyond the day of the event. The Site Manager shall make waste refusal decisions and act as the co-manager of site safety with the HHW disposal contractor. Other duties shall include event-planning, oversight of volunteer assignments and workforce adjustments, volunteer training, site layout and proper signage. At the end of each event, the Site Manager shall collect all participant surveys, participant donations, and volunteer waivers and shall document preliminary participation results for each event. Post-event responsibilities shall include event critique and Program recommendations.

WE .32 In addition to Contractor labor and the Site Manager, TCHD shall provide staff to assure safe and efficient program operations. One of these staff shall serve as back-up to the Site Manager and shall be capable of assuming all responsibilities of the Site Manager in the event of an emergency. The Principal Sponsor of each event shall be responsible for providing the remaining labor for each event, to staff the various registration and waste collection and recycling stations. Volunteers may be staff from the HCR Committee member organizations, host site organizations, or other public or private entities, or may be members of the community.

TCHD shall request the names, addresses and phone numbers of volunteers equivalent to the mutually agreed upon number of volunteers from a respective event's Principal Sponsor to ensure that TCHD has adequate time to confirm volunteers' commitments and provide them assignments and instructions. If the Principal Sponsor provides fewer than the mutually agreed upon number of
volunteers, TCHD will attempt to make up the shortfall with TCHD employees.

WE .40 PROGRAM MANAGEMENT

This work element includes a description of TCHD's labor activities to manage the HHW program.

WE .41 TCHD shall manage the Contractor at all three events, working with the contractor to identify cost effective waste management options, reviewing the Contractor invoices and paying the Contractor.

WE .42 TCHD shall review and update the list of supplies, equipment and services needed for each event. TCHD shall also procure these items and coordinate their delivery. Best estimates of costs based on previous years' expenditures are included in Exhibit C.

WE .43 TCHD shall prepare a status report after each event based on the tabulated and quality assured participation survey data and verified contractor-billing information. After all annual events are complete, a final, more detailed Program report will be prepared. The final report shall include Program statistics such as total number of participants and/or households identified by residential area, quantities of materials collected, detailed Program costs and cost per participating household. The Final Report shall compile statistics from all events and may include Program evaluation, recommendations and other information as determined by the HCR Committee.

WE .44 If requested, TCHD shall assist HCR Committee members in presenting the Program results, assessing options and making recommendations for the future of the Program to management of the principal sponsoring organizations or others.

EXHIBIT B

2018 DOUGLAS COUNTY HOUSEHOLD CHEMICAL ROUNDUP PROGRAM PROJECTED CONTRIBUTIONS

Donor Organizations	Projected 2018 Contribution
By Residential Area	
Principal Sponsors	
Douglas County	$62,000
Highlands Ranch (Centennial/Metro Districts)	$27,000
Parker Water & Sanitation District	$13,000
Town of Parker	$9,000
Plum Creek WW Authority	$33,000
Other Donors	
City of Lone Tree	$3,500
Perry Park Water & Sanitation District	$1,000
Inverness Water & Sanitation District	$1,000
Roxborough Water & Sanitation District	$1,500
Castle Pines North Metro District	$7,000
Cottonwood Metro District	$1,000
Louviers Mutual Service Company	$500
High Prairie Farms Metro District	$1,000
Interstate Batteries	$1,500
Projected Revenue from Participants	$62,500
TOTAL	~~$225,000~~ $224,500

EXHIBIT C

2017 REVENUES

Douglas County	$71,391.36
Centennial/Highlands Ranch	$28,878.27
Parker W&S	$14,878.27
Town of Parker	$10,878.27
Plum Creek	$34,878.27
Others (HOA's)	$18,603.27
Participant Donations (Parker)	$18,786.50
Participant Donations (Highlands Ranch)	$33,618.00
Participant Donations (Castle Rock)	$16,659.90
Interstate Batteries Contribution	$1,825.46
TOTAL REVENUES	**$250,397.57**

2017 EXPENSES

Personnel Costs	**$45,724.82**
Operating Expenses and Supplies	3 Events
Equipment Rental	$1,200.00
Local Travel	$2,362.83
Vehicle Maintenance and Repairs and Gas	$617.60
Staff Education	$200.75
Printing, Out Side	$1,083.00
Publicity, Incentives	$695.79
Business Meetings	$1,893.38
Environmental Supplies	$743.81
Subtotal Expenses and Supplies	**$8,797.16**
Services	
Hazardous Waste Disposal (Parker)	$55,494.54
Hazardous Waste Disposal (Highlands Ranch)	$79,320.47
Hazardous Waste Disposal (Castle Rock)	$61,060.58
Subtotal Services	**$195,875.59**
TOTAL EXPENSES	**$250,397.57**
NET (Revenue – Expenses)	$0
Cost per Household	$74.80
Contribution per Vehicle	$23.73
Disposal Cost per Vehicle	$86.02

PARKER
COLORADO

Request for Town Council Action

Date:	September 17, 2018
Submitted By:	Jim Maloney, Town Attorney
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO. 9.278 - Second Reading** **A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker, Colorado, and Reata Ridge Village Metropolitan District Nos. 1-2**

Department: **Town Attorney, Jim Maloney**

EXECUTIVE SUMMARY

The purpose of this agenda item is for Town Council to approve the updated Intergovernmental Agreement (the "IGA") between the Town and Reata Ridge Village Metropolitan District Nos. 1 and 2 (the "Districts"), as provided by Town Council in Resolution No. 17-014, Series of 2017 (the "Resolution").

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council approved the Consolidated Service Plan ("Service Plan") for the Districts on April 4, 2016, by Resolution No. 16-023. The Service Plan for the Districts used metes and bounds legal descriptions rather than the plat for Stroh Crossing Filing No. 1 ("Plat"). Due to a scrivener's error in preparing the metes and bounds legal descriptions, Tract N of the Plat was not included in District No. 2, but rather was included in District No. 1.

The Service Plan was subsequently modified to amend the boundaries of District No. 2, reflecting Tract N as within the legal boundaries of District No. 2, and its exclusion from District No. 1, as provided by the Resolution. Section 3 of the Resolution provided that the Districts would execute additional copies of the IGA to reflect the correct legal description. The District has approved and executed the updated IGA.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 9.278

RECOMMENDED MOTION

I move to approve Ordinance No. 9.278 on second reading.

ORDINANCE NO. __9.278__, Series of 2018

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND REATA RIDGE VILLAGE METROPOLITAN DISTRICT NOS. 1-2

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 Town of Parker and the Reata Ridge Village Metropolitan District Nos. 1-2, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2018.

TOWN OF PARKER, COLORADO

____

Mike Waid, Mayor

ATTEST:

____

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2018.

TOWN OF PARKER, COLORADO

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

EXHIBIT 1

Intergovernmental Agreement

TOWN OF PARKER

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE TOWN OF PARKER, COLORADO AND

REATA RIDGE VILLAGE METROPOLITAN DISTRICT NOS. 1-2

THIS AGREEMENT is made and entered into as of this 5th day of December, 2017, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the "Town"), and REATA RIDGE VILLAGE METROPOLITAN DISTRICT NOS. 1-2, 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 Consolidated Service Plan for Reata Ridge Village Metropolitan District No. 1 and Reata Ridge Village Metropolitan District No. 2, approved by the Town on April 4, 2016 (the "Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the Districts, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town entered into that certain Amended and Restated Stroh Ranch Annexation Development Agreement with Parker Water and Sanitation District (only as to Paragraph 3) and Reata Ridge Realty Partners LLC, a Colorado limited liability company (the "Property Owner") on October 7, 2013, (the "Annexation Agreement"), which provides in part for the formation of a special taxing district to fund certain regional improvements located within or in the vicinity of the Districts' service area and located within the Town, and Reata Ridge Village Metropolitan District Nos. 1 and 2 are the special taxing districts contemplated in the Annexation Agreement; and

WHEREAS, the specific regional improvements identified in the Service Plan and the Annexation Agreement and which Property Owner, its successors and assigns are obligated to finance and/or construct include portions of Stroh Road and Parker Road, along with signalization and other improvements set forth in the Annexation Agreement (the "Regional Improvements"); and

WHEREAS, pursuant to the Annexation Agreement, the Property Owner, its successors and assigns, is responsible for constructing the Regional Improvements, and the Districts, subject to their public improvement funding capacity, intend to provide funds for the construction of the Regional Improvements or make reimbursement for the costs thereof; and

WHEREAS, pursuant to the Annexation Agreement, the Town and Property Owner have acknowledged the need for the Regional Improvements in order to accomplish the comprehensive development of the property located within the Districts' service area (the "Property"); and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Parties have determined that any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement") to address certain matters related to construction of the Regional Improvements, organization, powers and authorities of the Districts.

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. Regional Improvements. The Districts acknowledge and agree that the provision of the Regional Improvements is a material consideration in, and a condition of, the Town's approval of the Districts' Service Plan, and that the Town has relied thereon in approving the Service Plan. The Districts represent and warrant that they have obtained all voter authorizations and will appropriate available funds for the financing of the construction costs associated with the Regional Improvements such as design, planning, engineering, surveying, construction management, labor, materials and administrative costs related to construction of the Regional Improvements. Nothing in this Agreement shall alter, diminish, impair or otherwise affect any obligations within the Annexation Agreement or any rights or remedies of the Town for enforcement thereof.

2. Use of Regional Improvement Funds. [Not Applicable]

3. Deposit of Regional Improvement Funds. [Not Applicable]

4. Operations and Maintenance. 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 plat(s) and subdivision agreements for the Property located within the Districts' boundaries, other rules and regulations of the Town, and applicable provisions of the Town Code. The Districts shall not be authorized to operate and maintain any part or all of the Public Improvements, and no separate mill levy for operations and maintenance of the Public Improvements is authorized by this Agreement. The Districts shall not own fee title to any real property.

5. Fire Protection. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the Districts' authority to plan for, design, acquire, construct,

install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

6. Television Relay and Translation; Mosquito Control and Other Limitations. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; or (d) any security, covenant enforcement and design review services.

7. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The Districts will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

8. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which a District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

9. Inclusion and Exclusion. The Districts shall not include within their boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The Districts shall not exclude any property from their boundaries if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

10. Total Debt Issuance. The Districts shall not issue Debt in excess of $6,600,000 in total aggregate principal amount, which limit is a combined, total aggregate amount for all Districts.

11. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for,

except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the Districts without any limitation.

12. Consolidation; Dissolution. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town. The Districts agree that they shall take all action necessary to dissolve in accordance with the provisions of the Service Plan and applicable state statutes.

13. Service Plan Amendment Requirement. Any action of the Districts which violates the limitations set forth in Sections V.A.1-13 or VI.B-I of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the Districts. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

14. Applicable Laws. The Districts acknowledge that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

15. Annual Report. The Districts shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan.

16. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: Reata Ridge Village Metropolitan District
Nos. 1-2
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attn: Kristen D. Bear, Esq.
Phone: 303-858-1800
Fax: 303-858-1801

To the Town: Town of Parker
20120 E. Main Street
Parker, CO 80138-7334
Attn: Town Attorney
cc: Finance Director
Phone: (303) 841-0353
Fax: (303) 840-9792

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

17. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No debt shall be issued by the Districts until after the effective date of this Agreement.

B. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

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

REATA RIDGE VILLAGE METROPOLITAN NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By: ______________________________
President

ATTEST:

____
Secretary

REATA RIDGE VILLAGE METROPOLITAN NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado

By: ______________________________
President

ATTEST:

____
Secretary

PARKER
COLORADO

Request for Town Council Action

Date: September 17, 2018

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.477.2 - Second Reading**
A Bill for an Ordinance to Approve the Second Amendment to Easement for Vehicle Parking and Other Use of Right-of-Way (Parker & Lincoln Development, LLC)

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

EXECUTIVE SUMMARY

This item proposes to amend an Easement for Vehicle Parking and Other Use of Right-of-Way between the Town and Parker & Lincoln Development, LLC, for the Parker Keystone Development. This amendment proposes to revise the easement language to reflect the guardrail that was constructed within the easement area.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In April of 2016, the Town granted an Easement for Vehicle Parking and Other Use of Right-of-Way to Parker & Lincoln Development, LLC, for the Parker Keystone development. This easement allowed the developer to locate parking and other improvements necessary for the development within excess right-of-way south of Lincoln Avenue. The easement agreement specified the type of improvements that could be located within the Town property.

A revision to the development plans during construction required the installation of guardrail within this property. This was not an anticipated improvement when the easement was granted, and thus was not accounted for in the easement agreement. This amendment proposes to add guardrail to the agreement as a permitted improvement within the easement area to ensure that its maintenance is the responsibility of the developer.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.477.2

RECOMMENDED MOTION

I move to approve Ordinance No. 1.477.2 on second reading.


Lincoln Avenue
Parker Road
Parker Keystone
(under construction)
N
W
E
S
Parker Keystone
Vicinity Map

ORDINANCE NO. 1.477.2 , Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE SECOND AMENDMENT TO EASEMENT FOR VEHICLE PARKING AND OTHER USE OF RIGHT-OF-WAY (PARKER & LINCOLN DEVELOPMENT, LLC)

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker & Lincoln Development, LLC, for vehicle parking and other use of right-of-way; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Second Amendment to Easement Agreement.

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

Section 1. The Town Council of the Town of Parker hereby approves the Second Amendment to Easement Agreement by the Town of Parker conveying certain property to Parker & Lincoln Development, LLC, for vehicle parking and other use of right-of-way, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2018.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

EXHIBIT 1

SECOND AMENDMENT TO EASEMENT FOR VEHICLE PARKING AND OTHER USE OF RIGHT-OF-WAY

THIS SECOND AMENDMENT TO EASEMENT FOR VEHICLE PARKING AND OTHER USE OF RIGHT-OF-WAY (the "Second Amendment to Easement") is made and entered into this _____ day of ___________________, 2018, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Parker & Lincoln Development, LLC, a Colorado limited liability company (the "Grantee").

RECITALS:

A. The Town and the Grantee entered into the Easement for Vehicle Parking and Other Use of Right-of-Way (the "Easement") to permit improvements in and use of the right-of-way at the corner of Lincoln Avenue and Parker Road (the "Project") on April 18, 2016.

B. The Town and the Grantee amended the Easement on May 1, 2017, to extend the termination date to commence the construction of improvements.

C. The Town and the Grantee desire to amend the Easement to more specifically include the guardrail constructed on the southeast corner of Lincoln Avenue and Parker Road.

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

Section 1. Paragraph 1. of the Easement is amended to read as follows:

> 1. Grant of Easement. Subject to the laws of the State of Colorado, the Home Rule Charter of the Town of Parker, Colorado, and the terms and conditions set forth in this Easement, the Town does hereby grant and convey to Grantee, its successors and assigns, for the benefit of the Development Parcel, a permanent easement for the purposes of (a) vehicle parking, sidewalks, landscaping (and any automatic sprinkler systems and water lines part of the landscaping), directional signage or markers, monument signs, retaining and screening walls, lighting facilities, guardrail, and other improvements described herein and to be constructed within the attached **Exhibit B** (the "**Easement Area B**"); (b) vehicle parking, landscaping, directional signage and other improvements described herein and to be constructed within the attached **Exhibit C** (the "**Easement Area C**"); and (c) monument signage, landscaping, directional signage or markers, lighting facilities and other improvements described herein and to be constructed within the attached **Exhibit D** (the "**Easement Area D**"); all such improvements (collectively, the "Improvements") within Easement Areas B, C, and D (collectively, the "**Easement Areas**") shall be as approved pursuant to the Site Plan (defined below) over and across the portion of the public right-of-way described herein.

Section 2. The Town and the Grantee acknowledge and agree that the Easement has not been amended, except as provided in the First Amendment and this Second Amendment to Easement.

IN WITNESS WHEREOF, this Second Amendment to Easement is executed by the parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

By: ___________________________________
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

STATE OF COLORADO)
)ss.
COUNTY OF ____________)

The foregoing instrument was acknowledged before me this _____ day of ___________, 2018, by Mike Waid as Mayor of the Town of Parker, Colorado.

My commission expires: ______________________.

SEAL ___________________________________
Notary Public

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

GRANTEE: PARKER & LINCOLN DEVELOPMENT, LLC, a Colorado limited liability company

By: ACD 2013 Fund LP, a Colorado limited partnership, Sole Member

By: ACD Fund Manager LLC, a Colorado limited liability company, General Partner

By: Armstrong Capital Development, LLC, a Colorado limited liability company, Sole Member

By: ___________________________
Gregory L. Armstrong, Manager

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of ________________, 2018, by Gregory L. Armstrong, Manager of Armstrong Capital Development, LLC, a Colorado limited liability company, Sole Member of ACD Fund Manager, LLC, a Colorado limited liability company, General Partner of ACD 2013 Fund, LP, a Colorado limited partnership, Sole Member of Parker & Lincoln Development, LLC, a Colorado limited liability company.

My commission expires: ___________________________

(S E A L) ________________________________
Notary Public