

TOWN OF PARKER COUNCIL AGENDA

February 1, 2021

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.

Town Administrator Emergency Order No. 2-2020: All municipal facilities, including Town Hall where Town Council meetings are physically held, are closed to all members of the general public in response to the COVID-19 pandemic.

Town Administrator Emergency Order No. 4-2020: Town Council meetings are closed to members of the general public in response to the COVID-19 pandemic. The Town will provide for electronic participation by the general public, including applicants, residents and other interested parties during regular and special Town Council meetings. Information regarding such electronic participation will be included on the Town Council's website www.ParkerOnline.org/VirtualTownCouncilMeetings.

Town Administrator Emergency Order No. 8-2020: Public comment for items that are not on the agenda may be made electronically at <http://parkeronline.org/CouncilPublicComment>. For those unable to provide comments electronically through the website, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments that are provided by 5:00 p.m. on the day of the regular or special Town Council meeting will be provided to the Town Council and will be included with the approved minutes of the Town Council meeting.

Virtual Public Participation by Zoom Webinar: Instructions on how to participate in the public hearing are available by viewing the individual Town Council meeting listings on the Town's online calendar at www.parkeronline.org/calendar.

Public Viewing Only - Facebook Live: Town Council meetings may be viewed through Facebook Live from the Town of Parker website: www.facebook.com/townofparkerco.

PLEASE NOTE: Public Participation is NOT available through Facebook Live.

1. **TOWN COUNCIL MEETING SCHEDULE**
 - A. **5:00 P.M. – Call to Order Town Council Meeting and Roll Call**
 - B. **Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
 - C. **Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**
2. **SPECIAL PRESENTATIONS**
3. **PARKER CHAMBER OF COMMERCE UPDATES**
4. **DOWNTOWN BUSINESS ALLIANCE UPDATES**
5. **PUBLIC COMMENTS** (No action will be taken on these items.) *Public Comment for items that are not on the agenda will be addressed in the manner provided by Town Administrator Emergency Order No. 8-2020.*
6. **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

7. **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. Consent Agenda items discussed at study session can be viewed by clicking the following link: <https://parkerco.civicclerk.com/Web/Player.aspx?id=619&key=-1&mod=-1&mk=-1&nov=0>

A. APPROVAL OF MINUTES - January 19, 2021

B. ORDINANCE NO. 9.136.4 - First Reading

A Bill for an Ordinance to Approve the Addendum to Amended and Restated Funding Agreement By and Between the Town of Parker and the Douglas County Emergency Telephone Service Authority Concerning the Hosted 911 NICE Recording Services

Department: Town Attorney, Jamie Wynn

Second Reading: February 16, 2021

C. ORDINANCE NO. 9.329 - First Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for Construction of the High Plains Trail

Department: Parks, Recreation and Open Space, Dennis Trapp

Second Reading: February 16, 2021

D. ORDINANCE NO. 1.550 - First Reading

A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Real Property for the Purpose of Constructing and Improving Motsenbocker Road, a Town Roadway, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify all Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with all Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations

Department: Engineering and Public Works, Chris Hudson

Second Reading: February 16, 2021

E. CONTRACTS OVER \$100,000

1. 2021 Townwide Resurfacing Program Contract CIP21-004

Amount: \$1,950,414.20

Contractor: Martin Marietta Materials, Inc

Department: Engineering and Public Works, Danny Smith

2. 2021 Townwide Slurry/Chip Seal Program Contract CIP21-005

Amount: \$1,524,610.34

Contractor: Vance Brothers, Inc

Department: Engineering and Public Works, Danny Smith

3. *Fleet Capital - Replacement Street Sweeper*
Amount: \$242,500.00
Contractor: *Faris Machinery Company*
Department: *Engineering and Public Works, Jim Gilbert*

8. **ORDINANCES**

ORDINANCE NO. 9.326 - Second Reading

A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Douglas County Clerk and Recorder and the Town of Parker Regarding the April 20, 2021, Special Election

**Department: Town Attorney, Jim Maloney
Town Clerk, Carol Baumgartner**

9. **RESOLUTIONS**

A. RESOLUTION NO. 21-009

A Resolution to Accept Donations from the Greater Parker Foundation

Department: Finance, Rhonda Willey

B. RESOLUTION NO. 21-007

A Resolution Finding Substantial Compliance of the Compark Boulevard at Upland Drive Right-of-Way Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on March 15, 2021, for the Purpose of Considering Said Annexation

Department: Community Development, Mary Munekata

C. RESOLUTION NO. 21-011

A Resolution to Extend the Conditions Deadline for the Minor Development Plat and Subdivision Agreement for Douglas 234 Filing No. 6 through June 1, 2021

Department: Community Development, BrieAnna Simon

10. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

February 1, 2021

“To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).”

1. Potential acquisition of the privately owned right-of-way owned by the Parker Meadows Condos Homeowners’ Association and commonly known as Becket Drive

“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).”

2. C.R.S. Section 31-12-108 related to the annexation of Compark Boulevard at Upland Drive right-of-way

3. Colo. Rev. Stat. Sections 24-6-402(1)(b), (2)(b) and (2)(d.5)(II)(D) concerning electronic meetings and executive session directives

**TOWN OF PARKER COUNCIL
MINUTES
JANUARY 19, 2021**

Mayor Jeff Toborg called the meeting to order at 5:30 P.M. All Councilmembers were present. Councilmember Diak participated virtually.

Town Attorney Jim Maloney announced the topics for discussion in Executive Session were four (4) items. Under C.R.S. § 24-6-402(4)(e), there were two (2) items, the first item was Hills Drive / School District / Pine Drive Annexation; the second item was My Mainstreet proposed purchase and sale of the Eastmain Property (20117 E. Mainstreet). Under C.R.S. § 24-6-402(4)(b) there were two items, the first item was to receive legal advice on specific legal questions concerning C.R.S. Section 38-1-121, Notice of Intent to Acquire Right-of-Way for Motsenbocker Road Improvements; and the second item was to receive legal advice on specific legal questions concerning C.R.S. Section 24-10-109, Notice of Claim by Catherine E. Laansma dated October 26, 2020, concerning a vehicular accident at the intersection of Colorado Highway 83 and Lincoln Avenue.

EXECUTIVE SESSION

Laura Hefta moved and Todd Hendreks seconded to go into Executive Session at 5:32 P.M. to hold a conference with the Town's attorney to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), and 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.

Cheryl Poage moved and Todd Hendreks seconded to come out of Executive Session at 6:42 P.M.

The motion was approved unanimously.

Todd Hendreks moved and Laura Hefta seconded to recess the regular meeting at 6:42 P.M.

The motion was approved unanimously.

Cheryl Poage wanted to explain that she may have a possible conflict of interest as her step-granddaughter's husband works for the Town in the Public Works Department.

Todd Hendreks moved that this matter was not a conflict of interest.

Laura Hefta seconded the motion

A roll call vote was taken:

Todd Hendreks - yes

Cheryl Poage - yes (voted to maintain a quorum)

John Diak - yes
Laura Hefta - yes

The motion was passed unanimously.

REGULAR MEETING

Mayor Toborg reconvened the meeting 7:10 P.M. All Councilmembers were present.
Councilmember Diak participated virtually.

Collin Francis led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

Carrie Glassburn introduced the newly appointed Cultural Commission members and did a brief presentation about what the Commission does and how it represents the Town of Parker.

PUBLIC COMMENTS

There were two general public comments that will be attached to the minutes.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Each Councilmember reported on meetings they each attended since the last meeting.

Councilmember Diak was asked by the E-470 Board to consider writing a letter to support two of his previous actions. There was a group that provided the E-470 Board with a proposal, both on August 8, 2019, and June 11, 2020. As the representative of the Town of Parker, Councilmember Diak voted to reject unsolicited proposals. The Board would like a letter on Town letterhead stating the rejection was acceptable to Council. Councilmember Diak stated he has discussed this issue with the other Councilmembers. No one opposed such a letter being written.

TOWN ADMINISTRATOR

The Town Administrator's Report is available on the Town's web site.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - January 4, 2021*
- B. *ORDINANCE NO. 9.326 - First Reading*
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Douglas County Clerk and Recorder and the Town of Parker Regarding the April 20, 2021, Special Election
Department: Town Attorney, Jim Maloney
Town Clerk, Carol Baumgartner
Second Reading: February 1, 2021
- C. *Dransfeldt Road Extension – Preliminary Design*
Amount: \$414,545
Contractor: RS&H
Department: Engineering and Public Works, Chris Hudson

D. Janitorial Service Agreement

Amount: \$485,163.00

Contractor: The Key People

Department: Engineering and Public Works, Jim Gilbert

Todd Hendreks moved to approve Consent Agenda Items 6A through 6D.

Laura Hefta seconded the motion.

The motion was approved unanimously.

CONTRACTS OVER \$100,000

A. Fleet Capital Pickup Trucks with Dump Body

Amount: \$116,082.00

Contractor: Korf Continental

Department: Engineering and Public Works, Jim Gilbert

B. Fleet Capital – Single and Tandem Axle Cab and Chassis

Amount: \$240,365.00

Contractor: McCandless Truck Center

Department: Engineering and Public Works, Jim Gilbert

C. Fleet Capital – Snow Plow and Swap Loader Unit Upfit

Amount: \$260,965.00

Contractor: OJ Watson

Department: Engineering and Public Works, Jim Gilbert

D. Fleet Capital – Pickup and Police Vehicles

Amount: \$322,847.00

Contractor: Spradely Barr

Department: Engineering and Public Works, Jim Gilbert

E. Fleet Capital – Aerial Truck

Amount: \$198,750

Contractor: Custom Truck One Source

Department: Engineering and Public Works, Jim Gilbert

F. Fleet Capital – Fleet Upfit (Police and Utility Vehicles)

Amount: \$111,100.00

Contractor: L.A.W.S.

Department: Engineering and Public Works, Jim Gilbert

G. Fleet Capital - Replacement Machinery and Equipment

Amount: \$104,936.00

Contractor: Bobcat of the Rockies

Department: Engineering and Public Works, Jim Gilbert

Staff reviewed the items with Council.

Cheryl Poage moved to approve Contracts Over \$100,000 Items 7A through 7G.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

RESOLUTIONS

A. RESOLUTION NO. 21-006

A Resolution to Appoint New Members and Alternates on the Town of Parker Special Licensing Authority and to Appoint the Chairperson and Vice Chairperson

Department: Town Council

Section 5.08.050 of the Parker Municipal Code provides that the term of Authority members is two years and alternates is one year. The term of three members of the Authority and the term of the one alternate ended on December 31, 2020. Section 5.08.060 of the Parker Municipal Code provides that the Town Council shall appoint a Chairperson and Vice Chairperson. The purpose of this resolution is to appoint three regular members, David Chung, Kelli Narde and Jon Brusco; two alternates, Greg Simpson and Brandi Wilks. Town Council appoint David Chung as Chair, and Kelli Narde as Vice Chair.

Public Comment: None.

Laura Hefta moved to approve Resolution No. 21-006.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

ORDINANCES

ORDINANCE NO. 12.05.13 – Second Reading

A Bill for an Ordinance to Amend Sections 2.04.020 and 2.04.030 of the Parker Municipal Code Concerning Eliminating the Ex Officio Member for the Cultural and Scientific Commission

Department: Town Attorney, Jim Maloney

Section 2.04.020 of the Parker Municipal Code provides for the appointment of one Town Councilmember to serve as an ex officio member of the Cultural and Scientific Commission.

Section 2.04.030 of the Parker Municipal Code provides for the term of an ex officio member.

The Parker Municipal Code does not provide for the appointment of Town Councilmembers to serve as ex officio members on the Town's other two boards/commissions (the Planning Commission and the Special Licensing Authority). The Town Council desires to treat all boards and commissions in a similar manner. Moving forward the Town Council will request direct communication to the entire Town Council from its boards and commissions. As a result, the Town Council desires to eliminate the appointment of a Town Councilmember to serve as an ex officio member of the Cultural and Scientific Commission.

Public Comment: None.

Cheryl Poage moved to approve Ordinance No. 12.05.13 on second reading.

Laura Hefta seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 3.324.2 - Second Reading

A Bill for an Ordinance to Amend Section 13.09.040 of the Parker Municipal Code to Add a New Paragraph 13.09.040(b)(4) Concerning the Registration of Temporary Signs Between March 20 and May 1 of Each Calendar Year

Department: Town Attorney, Jim Maloney

Under the Parker Municipal Code, election signs are treated as temporary signs. All temporary signs are required to be registered with the Planning Department prior to being displayed on a property. The Parker Municipal Code currently suspends the registration requirement for temporary signs between October 1 and November 15 of each calendar year, which allows candidates for elections to post election signs without registering the signs. The proposed Ordinance will also suspend the registration requirement for temporary signs between March 20 and May 1, to accommodate the special election scheduled on April 20, 2021. The Ordinance, if approved, will sunset on June 1, 2021, and will not be in effect in future years.

Public Comment: None.

Todd Hendreks moved to approve Ordinance No. 3.324.2 on second reading.

Laura Hefta seconded the motion.

The motion was approved unanimously.

Cheryl Poage moved to adjourn the meeting at 8:24 P.M.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Todd Hendreks - yes

Cheryl Poage - yes

John Diak - yes
Laura Hefta - yes

The motion was approved unanimously.

Chris Vanderpool, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: February 1, 2021

Submitted By: Jamie Wynn, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.136.4 - First Reading**
A Bill for an Ordinance to Approve the Addendum to
Amended and Restated Funding Agreement By and Between
the Town of Parker and the Douglas County Emergency
Telephone Service Authority Concerning the Hosted 911 NICE
Recording Services
Department: Town Attorney, Jamie Wynn
Second February 16, 2021
Reading:

EXECUTIVE SUMMARY

The Town of Parker entered into an Agreement with the Douglas County Emergency Telephone Service Authority ("The Authority") to participate in the Emergency Telephone Service / E911 system. The current Agreement includes a provision requiring an Addendum to be executed by both Parties for any additional "Authority Funded Improvements." The Authority has agreed to fund a Hosted 911 NICE Recorder for use by the Town of Parker, and this Addendum memorializes that agreement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2007, the Town of Parker approved the Funding Agreement with the Douglas County Emergency Telephone Service Authority ("The Authority") agreeing to participate in the Emergency Telephone Service / E911 system. The 2007 Agreement was Amended in 2011 ("Amended Agreement") and approved and signed by the Town of Parker. The 2011 Amended Agreement included Exhibit B, which was a blank form addendum, for the Parties to complete and sign upon The Authority approving any additional "Authority Funded Improvements."

In 2013, both Parties signed an Addendum to amend the term "Authority Funded Improvements" to include services purchased by the Authority for use by the Town. In 2017, the Town approved and signed an Addendum as provided for in Exhibit B to the Amended Agreement for purchase of equipment and other improvements for use by the Town. In 2018, a third Addendum was provided for review and signature by the Town of Parker. The 2018 Addendum provided that The Authority will "appropriate and budget the Funds . . . and deliver

the Funds on behalf of the Public Agency directly to the Vendor in a timely manner” for the purchase of a "Venture Technologies - NICE Recorder." There is no financial obligation to the Town of Parker based on this Addendum and the system is being used by Parker 911. The Addendum is a formality to incorporate the updated funded improvements and the financial obligation of The Authority into the Amended Agreement.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.136.4

RECOMMENDED MOTION

I move to approve Ordinance No. 9.136.4 on first reading and to schedule second reading for February 16, 2021, as part of the consent agenda.

ORDINANCE NO. 9.136.4, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE ADDENDUM TO AMENDED AND RESTATED FUNDING AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE DOUGLAS COUNTY EMERGENCY TELEPHONE SERVICE AUTHORITY CONCERNING THE HOSTED 911 NICE RECORDING SERVICES

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

Section 1. The Town Council of the Town of Parker hereby approves the Addendum to Amended and Restated Funding Agreement by and between the Town of Parker and the Douglas County Emergency Telephone Service Authority concerning the Hosted 911 NICE Recording Services, 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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

ADDENDUM TO AMENDED AND RESTATED FUNDING AGREEMENT

_____, 2021

THIS ADDENDUM TO AMENDED AND RESTATED FUNDING AGREEMENT ("Addendum") is made by and between Town of Parker (for the Parker Police Department), hereinafter referred to as "the Public Agency," and the Douglas County Emergency Telephone Service Authority, hereinafter referred to as "the Authority" (the Public Agency and the Authority being referred to individually as "Party" or jointly as "Parties").

In consideration of the mutual covenants, agreements and conditions hereinafter specified, the receipt and sufficiency of which are hereby acknowledged, the Public Agency and the Authority hereby modify the Amended and Restated Funding Agreement as follows:

The Authority shall provide \$297,435.90 (the "Funds") for the purchase of the following equipment, facilities and/or improvements for use by the Public Agency: A fully hosted Venture Technologies, Inc., dba ConvergeOne, Inc.-NICE Recorder for Hosted 911 NICE Recording Services (collectively, the "Additional Authority Funded Improvements").

The Additional Authority Funded Improvements shall be subject to the terms and conditions of the Amended and Restated Funding Agreement, in addition to the following conditions, requirements and/or restrictions: NONE.

The Authority has appropriated and budgeted the Funds for the fiscal year(s) of the purchase and has sufficient funds currently available to pay the vendor of the Additional Authority Funded Improvements (the "Vendor"). The Authority shall deliver the Funds on behalf of the Public Agency directly to the Vendor in a timely manner. All expenditures made by the Authority shall be subject to the Public Agency's procurement policies.

The Parties expressly intend and agree that this Addendum is hereby incorporated into the Amended and Restated Funding Agreement and the terms herein shall modify and control the terms in the Amended and Restated Funding Agreement. Any inconsistency between the terms of this Addendum and the terms of the Amended and Restated Funding Agreement shall be resolved in favor of the terms contained in this Addendum.

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Request for Town Council Action

Date: February 1, 2021

Submitted By: Dennis Trapp, Projects Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.329 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for Construction of the High Plains Trail
Department: Parks, Recreation and Open Space, Dennis Trapp
Second Reading: February 16, 2021

EXECUTIVE SUMMARY

Approval of an Intergovernmental Agreement (IGA) between the Town of Parker and Douglas County addressing the County's funding contribution of \$750,000 for construction of the High Plains Trail (HPT). See vicinity map attached to the proposed IGA.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council has previously approved and budgeted monies to meet the Town's anticipated \$750,000 contribution for this project, including any monies that will pass through Parker to Arapahoe County, (i.e., Douglas County - \$750,000 and E-470 Authority - \$450,000).

All project funding as listed subsequently will eventually be held by Arapahoe County which will ultimately bid out the project, select a project contractor, and oversee all construction efforts. Current engineering cost estimates for construction of the HPT, including the grade-separated overcrossing of Parker Road, is approximately \$7,500,000. An ordinance is needed to approve this intergovernmental agreement with Douglas County to accept their \$750,000 in funding for the High Plains Trail. A subsequent intergovernmental agreement will follow between the Town of Parker and Arapahoe County to convey these funds to Arapahoe County.

FINANCIAL IMPACT

The HPT Partners Group, consisting of representatives from Douglas County, Arapahoe County, Aurora and the Town of Parker, have been coordinating over the last ten years to facilitate the design, engineering, construction, and long-term maintenance of the HPT. Part of this coordination effort has included the allocation of construction funding from various local and

state agencies. The following list outlines currently approved or budgeted funding from various project partners for the HPT project.

Town of Parker	\$750,000
Douglas County	\$750,000
Arapahoe County	\$750,000
Aurora	\$500,000
Great Outdoors Colorado (GOCO) Trail Grant (approved)	\$2,000,000
DRCOG Regional Transportation Funding (approved)	\$2,000,000
DRCOG Sub-Regional Transportation Funding (approved)	\$375,000
E-470 Authority (per previously approved IGA)	\$450,000
TOTAL	\$7,575,000

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 9.329

RECOMMENDED MOTION

I move to approve Ordinance No. 9.329 on first reading and to schedule second reading for February, 16, 2021, as part of the consent agenda.

ORDINANCE NO. 9.329, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING COST SHARING FOR CONSTRUCTION OF THE HIGH PLAINS TRAIL

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 Board of County Commissioners of the County of Douglas Regarding Cost Sharing for Construction of the High Plains Trail, 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 _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, 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 THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING COST SHARING FOR CONSTRUCTION OF THE HIGH PLAINS TRAIL

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the "Town"), and the Board of County Commissioners of Douglas County, State of Colorado (the "County"), hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Town and the E-470 Public Highway Authority (the "Authority") entered into an intergovernmental agreement on November 21, 2016 (the "E-470 Agreement"), whereby the Authority paid to the Town \$438,000 for the design and construction of improvements to the proposed High Plains Trail (the "E-470 Contribution"), which trail is generally described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Proposed Trail");

WHEREAS, the E-470 Authority provides that the E-470 Contribution shall be returned to the Authority by November 21, 2021, if construction contracts for the Proposed Trail containing definitive dates for both construction commencement and final completion for the Proposed Trail (the "Construction Contracts") are not signed and perpetual operation and maintenance agreements are not signed by entities, public or private (the "Maintenance Agreements"); provided that the Town may request a 2-year extension, subject to the Authority's approval, which will not be unreasonably withheld (the "Performance Date").

WHEREAS, the Town and Arapahoe County entered into an intergovernmental agreement on January 2, 2019, which was amended on February 3, 2020, concerning the allocation of costs to design the Proposed Trail (the "Arapahoe County IGA");

WHEREAS, future amendments to the Arapahoe County IGA will provide for the allocation of construction costs, and the maintenance and operation of the Proposed Trail;

WHEREAS, the Proposed Trail will be located within four (4) separate jurisdictions, including Douglas County;

WHEREAS, the County and the Town desire to cooperate in the funding of the construction of the Proposed Trail; and

WHEREAS, the County and the Town desire to memorialize their agreements concerning the County's participation in the funding of the construction of the Proposed Trail.

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 as follows:

1. County Funding of Proposed Trail. The County will pay Seven Hundred Fifty Thousand Dollars (\$750,000) to the Town on or before March 31, 2021 (the "County Contribution"), which shall be applied to the cost to construct the Proposed Trail. The County Contribution shall be utilized solely to fund direct expenses that are incurred for the construction of the Proposed Trail. In the event that the Construction Contracts and Maintenance Agreements are not signed by the Performance Date, the Town will return the County Contribution to the County.

2. Maintenance and Operation of the Proposed Trail. The County shall have no financial responsibility for maintenance and operation of the Proposed Trail.

3. Remedies. The Parties hereto acknowledge and agree that each party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available.

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

Douglas County: Douglas County
 Attn: Director of Engineering Services
 100 Third Street
 Castle Rock, Colorado 80104

With electronic copy sent to: attorney@douglas.co.us

5. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town and the County contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

6. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Parties, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

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. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held 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, and 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.

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

13. Entirety. This Agreement merges and supercedes all prior negotiations, representations and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

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

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

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

Lora Thomas, Chair

ATTEST:

APPROVED AS TO CONTENT:

Douglas J. DeBord, County Manager

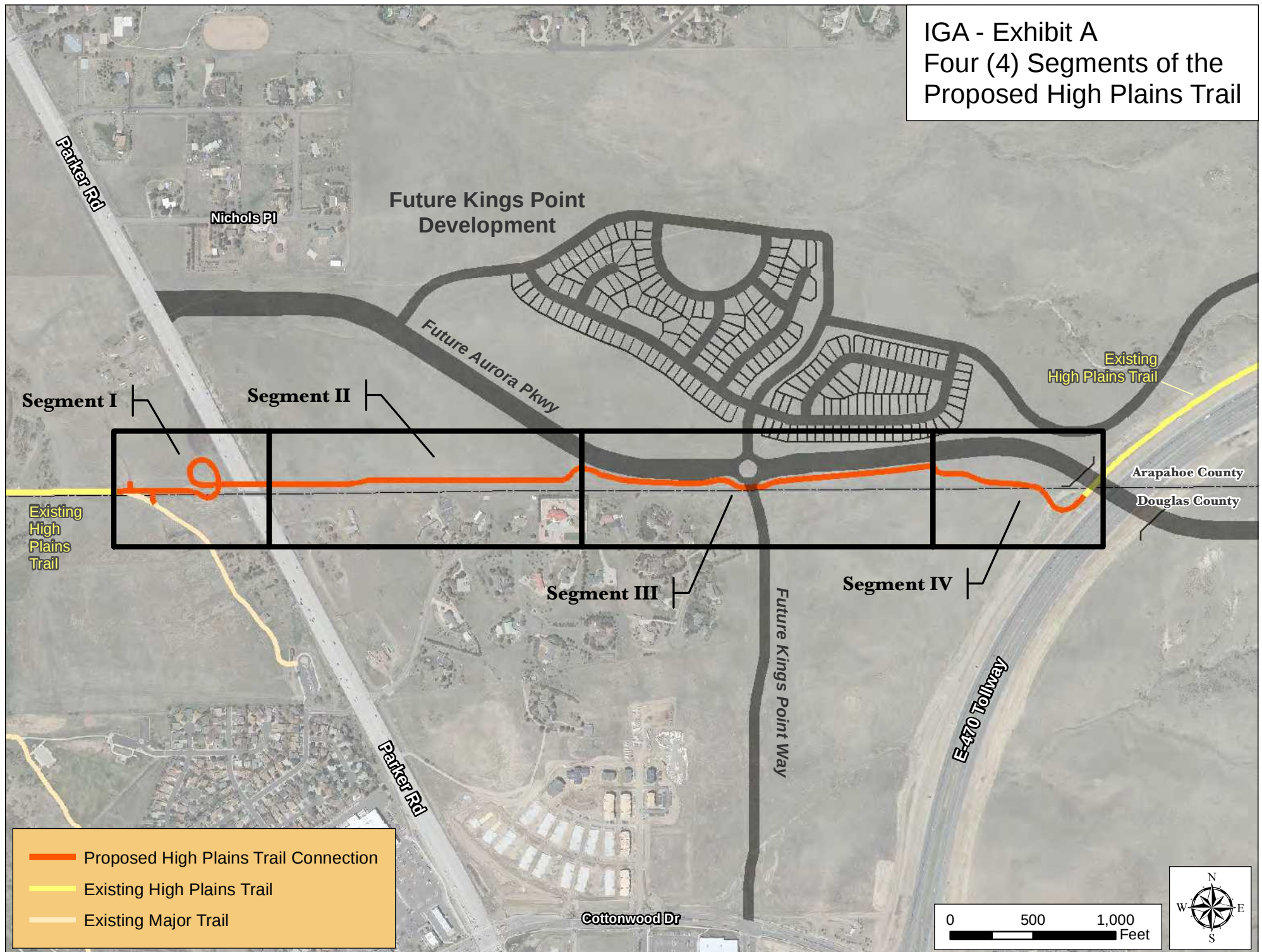
_____,
Clerk to the Board

APPROVED AS TO FORM: APPROVED AS TO FISCAL CONTENT:

Chris Pratt,
Senior Assistant County Attorney

Andrew Copland,
Director of Finance

IGA - Exhibit A
Four (4) Segments of the
Proposed High Plains Trail





Request for Town Council Action

Date: February 1, 2021

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.550 - First Reading**
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Real Property for the Purpose of Constructing and Improving Motsenbocker Road, a Town Roadway, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify all Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with all Pertinent Provisions of C.R.S. § 38-1-101, *et seq.*, Relating to Good Faith Negotiations

Department: Engineering and Public Works, Chris Hudson

Second Reading: February 16, 2021

EXECUTIVE SUMMARY

This item is for an ordinance to provide notice of the Town's intent to acquire needed right-of-way for proposed Motsenbocker Road improvements at/near the Hess Road intersection.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is anticipating commencing construction of the Motsenbocker Road/Hess Road improvements in the second half of 2021. Due to continued growth in the area, the traffic on Motsenbocker Road has reached a point that it needs to be improved to handle this increased vehicular volume. The project includes the construction of a northbound-to-westbound double left lane and one additional southbound lane on Motsenbocker Road south of the Hess Road intersection. In addition, this project will eliminate a gap in the sidewalk on the west side of Motsenbocker Road south of Hess Road. The Town's design consultant advanced the project design in 2020 and identified additional right-of-way for Motsenbocker Road needed at/near the northwest corner and the southwest corner of the Hess Road intersection. Two (2) properties are affected by this need for additional right-of-way to support the operational improvements on Motsenbocker Road requiring the acquisition of 14,615 square feet (0.335 acres) of land. A vicinity map showing the areas is attached to this Town Council item.

Town staff and our consultant will utilize good faith negotiations with the affected property owners. Both property owners have been informally contacted about the project improvements. Town staff is optimistic that the affected property owners will come to an agreement with the Town on conveyance of this needed right-of-way. This ordinance authorizes Town staff and/or consultant to initiate the acquisition of these needed right-of-way parcel areas.

FINANCIAL IMPACT

Funding for the acquisition of these right-of-way areas is part of the approved funding for the Hess - Motsenbocker improvements line item of the Highway and Streets Capital Projects accounts (301-4310).

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

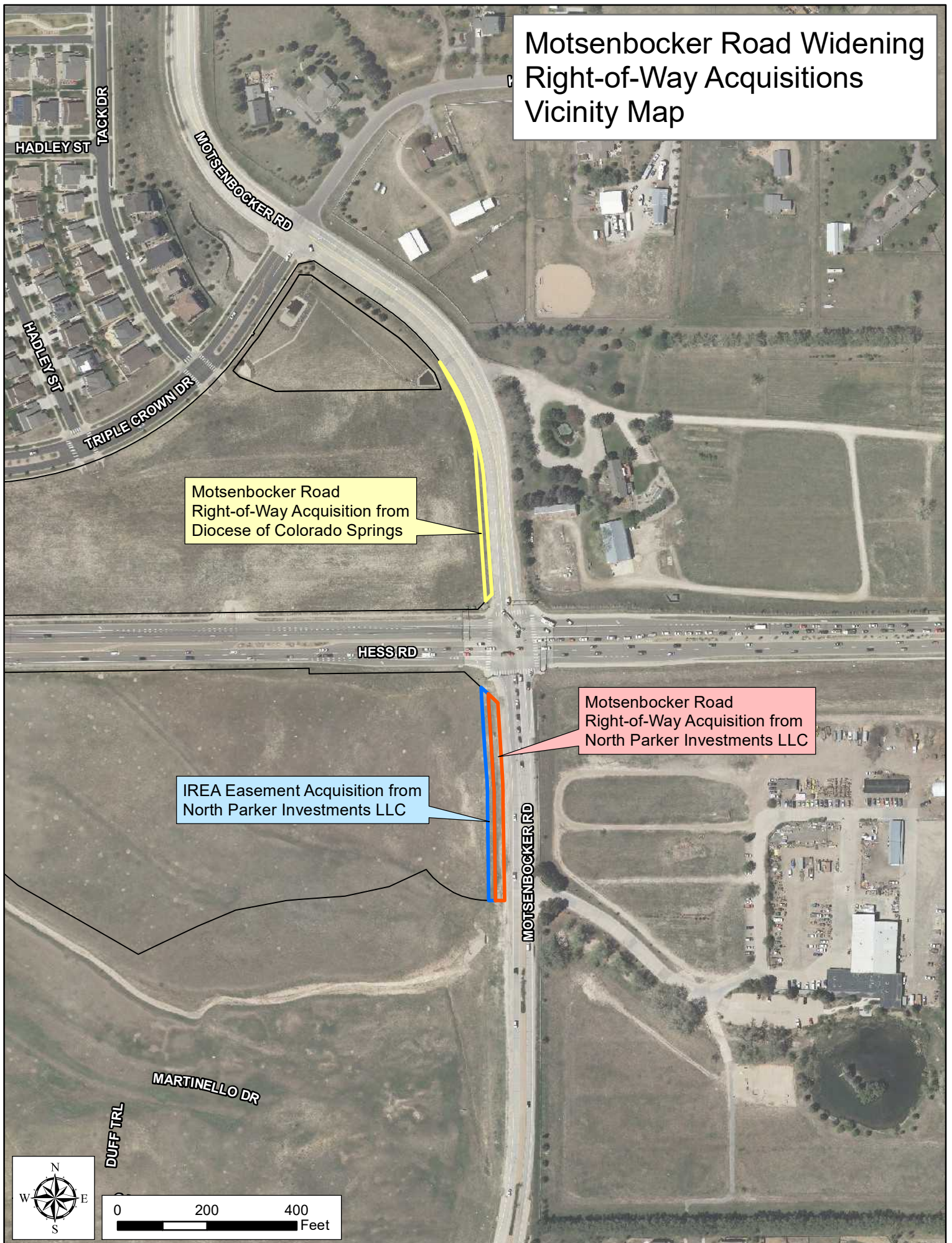
ATTACHMENTS

1. Vicinity Map-Overview-Motsenbocker Rd Widening at Hess ROW Easements
2. Ordinance No. 1.550

RECOMMENDED MOTION

I move to approve Ordinance No. 1.550 on first reading and to schedule second reading for February 16, 2021, as part of the consent agenda.

Motsenbocker Road Widening Right-of-Way Acquisitions Vicinity Map



ORDINANCE NO. 1.550, Series of 2021

TITLE: A BILL FOR AN ORDINANCE STATING THE INTENT OF THE TOWN OF PARKER TO ACQUIRE REAL PROPERTY FOR THE PURPOSE OF CONSTRUCTING AND IMPROVING MOTSENBOCKER ROAD, A TOWN ROADWAY, THROUGH THE UTILIZATION OF THE TOWN'S POWER OF EMINENT DOMAIN, AND DIRECTING THE TOWN'S STAFF AND TOWN ATTORNEY TO NOTIFY ALL PERSONS AFFECTED THEREBY OF THE ABOVE-STATED INTENT OF THE TOWN, AND THEREAFTER TO COMPLY WITH ALL PERTINENT PROVISIONS OF C.R.S. § 38-1-101, *ET SEQ.*, RELATING TO GOOD FAITH NEGOTIATIONS

WHEREAS, the Town of Parker, Colorado possesses the power of eminent domain pursuant to the provisions of Article XX, § 1 of the Colorado Constitution, Section 15.5 of the Town of Parker Home Rule Charter, C.R.S. § 38-1-101, *et seq.*, and C.R.S. § 38-6-101, *et seq.*;

WHEREAS, the Town of Parker wishes to acquire certain real property more particularly described in **Exhibits A-1** and **A-2**, attached hereto and incorporated herein by this reference (collectively, the "Subject Properties"), for the purpose of constructing and improving Motsenbocker Road, a Town roadway, as generally depicted on **Exhibit B**; and

WHEREAS, the Town Council of the Town of Parker wishes to comply with all applicable provisions of C.R.S. § 38-1-101, *et seq.*, including, but not limited to, the notice and negotiation requirements and provisions thereof.

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

Section 1. Notice is hereby given pursuant to C.R.S. § 38-1-121(1) that the Town of Parker, Colorado intends to acquire the real property more particularly described in Exhibits A-1 and A-2 (the "Subject Properties").

Section 2. The acquisition of the Subject Properties serves a public purpose and is necessary and essential to the Town's ability to provide public streets and roadways for the residents of the Town of Parker.

Section 3. The Town Attorney is hereby directed to provide a copy of this Ordinance to all persons who presently own or maintain an ownership interest in the Subject Properties notifying them of the intent of the Town of Parker to acquire such property through the use of the Town's power of eminent domain.

Section 4. The staff of the Town, together with the Town Attorney, and any and all persons retained or employed by the Town of Parker in the prosecution of this matter, are directed to comply with all notice and good faith negotiation requirements set forth in C.R.S. § 38-1-101, *et seq.*, in the conduct of the within authorized eminent domain actions.

Section 5. In the prosecution of the within authorized eminent domain actions, the Town shall retain all rights and powers lawfully delegated to it by the Colorado Constitution, the Town of Parker Home Rule Charter, and C.R.S. § 38-1-101, *et seq.*

Section 6. **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 (2) public places two (2) days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 7. **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 8. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 'A-1'
Right of Way Legal Description

A parcel of land RW-1 lying within Lot 1, Block 2, of Horseshoe Ridge Subdivision 1st Amendment, as recorded at Reception Number 2008006774 on January 30, 2008, in the Douglas County Clerk and Recorder's Office, and being in the Southeast Quarter of Section 28, Township 6 South, Range 66 West of the 6th Principal Meridian, Douglas County, Colorado, said parcel of land being more particularly described as follows:

BEGINNING at the most easterly corner of said Lot 1 Block 2;
Thence along the southeasterly line of said Lot 1 Block 2, South 42°43'18" West, a distance of 20.65 feet;
Thence departing said southeasterly line, North 03° 52' 20" West, a distance of 338.69 feet, to a point of curve;
Thence northerly along a curve to the left, having a radius of 415.59 feet, a central angle of 29°01'42", an arc length of 210.56 feet, and a chord which bears North 22° 24' 06" West a distance of 208.31 feet;
Thence North 54° 28' 39" East, a distance of 2.26 feet, to a point on the easterly line of said Lot 1 Block 2, also being the westerly right of way line of Molsenbocker Road;
Thence along said easterly line of Lot 1 Block 2, southerly on curve to the right, having a radius of 534.18 feet, a central angle of 30°11'43", an arc length of 281.52 feet, and a chord which bears South 20° 25' 30" East a distance of 278.27 feet;
Thence continuing along said easterly line, South 03°52'20" East, a distance of 256.46 feet to the **POINT OF BEGINNING**.

The above described parcel contains 5,580 Square Feet, (0.128 acres) more or less.

BASIS OF BEARING: Bearings herein are based on the most easterly line of said Lot 1 Block 2, Horseshoe Ridge Subdivision 1st Amendment, as recorded at Reception Number 2008006774, said line having an assumed bearing of **South 03°52'20" East** a distance of 256.46 feet, said line being monumented on the north by a 5/8 plastic cap on #5 rebar stamped "LS 33202", and on the south by a 5/8" plastic cap on #5 rebar stamped "LS 33202".

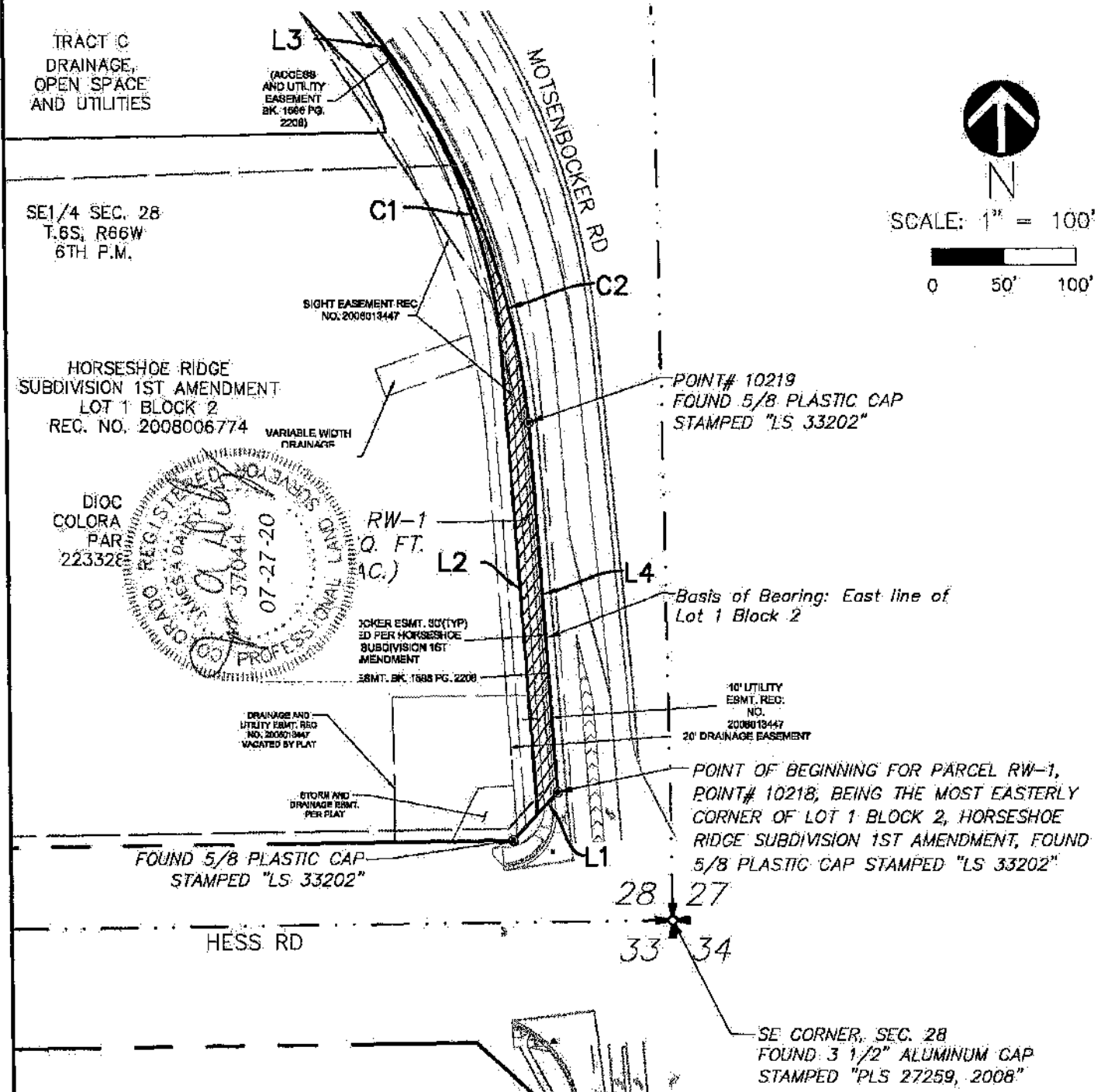
Prepared By:
James A. Daley, PLS 37044
For and on behalf of David Evans and Associates, Inc.
1600 Broadway Denver, CO 80202



DAVID EVANS
AND ASSOCIATES INC.

EXHIBIT "A-1"

RIGHT OF WAY PARCEL RW-1



NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED UPON MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON, C.R.S.13-80-105(3)(e).

NOTICE: THIS LEGAL DESCRIPTION AND/OR GRAPHIC EXHIBIT ARE NOT TO BE DESIGNATED NOR CONSTRUED AS BEING A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.



**DAVID EVANS
AND ASSOCIATES INC.**
1600 Broadway, Suite 800
Denver, CO 80202
Phone: 720.946.0959

PROJECT NO. TOPA00000014	SHEET NO. SHEET 1 OF 2
FILE NAME TOPA00000014-RW-1.DWG	DRAWN BY: RLSA
DATE 07/23/2020	CHECKED BY: JADA
SCALE 1" = 100'	PROJECT MANAGER: JADA

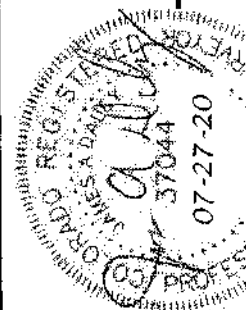
**HESS AND MOTSENBOCKER
INTERSECTION
RIGHT OF WAY EXHIBIT**

TOWN OF PARKER

EXHIBIT "A-1"

RIGHT OF WAY PARCEL RW-1

Line and Curve Table					
#	CH Length	CH Direction	Arc Length	Radius	Delta
L1	20.65	S42° 43' 18"W			
L2	338.69	N03° 52' 20"W			
L3	2.26	N54° 28' 39"E			
L4	256.46	S03° 52' 20"E			
C1	208.31	N22° 24' 06"W	210.56	415.59	29°01'42"
C2	278.27	S20° 25' 30"E	281.52	534.18	30°11'43"



NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED UPON MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S.13-80-105(3)(a).

NOTICE: THIS LEGAL DESCRIPTION AND/OR GRAPHIC EXHIBIT ARE NOT TO BE DESIGNATED NOR CONSTRUED AS BEING A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.



**DAVID EVANS
AND ASSOCIATES INC.**
1600 Broadway, Suite 800
Denver, CO 80202
Phone: 720.946.0969

PROJECT NO:	TOPA00000014	SHEET NO:	SHEET 2 OF 2
FILE NAME:	TOPA00000014-RW-1.DWG	DRAWN BY:	RLSA
DATE:	07/23/2020	CHECKED BY:	JADA
SCALE:		PROJECT MANAGER:	JADA

**HESS AND MOTSENBOCKER
INTERSECTION
RIGHT OF WAY EXHIBIT**

TOWN OF PARKER

EXHIBIT 'A-2'
Right of Way Legal Description

A parcel of land, RW-2, being a portion Of that parcel of land described in Exhibit A of the Correction Special Warranty Deed recorded December 7, 2011 at Reception Number 2011077256 in the Douglas County Clerk and Recorder's Office, and being in the Northeast Quarter of Section 33, Township 6 South, Range 66 West of the 6th Principal Meridian, Douglas County, Colorado, said parcel of land being more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 33;
Thence South 32° 17' 21" West, a distance of 157.91 feet, to a point on the westerly right of way line of Mottsenbocker Road, being the **TRUE POINT OF BEGINNING**;

Thence along said westerly Right of Way line of Motsenbocker Road the following five courses:

1. Thence South 47° 18' 35" East, a distance of 29.10 feet;
2. Thence South 03° 53' 31" East, a distance of 173.65' feet;
3. Thence along a curve to the right, having a radius of 760.00 feet, a central angle of 03°46'16", an arc length of 50.02 feet, and a chord which bears South 02° 00' 23" East a distance of 50.01 feet;
4. Thence South 00° 07' 15" East, a distance of 218.19 feet;
5. Thence South 89° 53' 45" West, a distance of 20.00 feet;

Thence on a line 20.00 feet westerly of and parallel with said westerly Right of Way line of Motsenbocker Road, North 00° 07' 15" West, a distance of 218.18 feet to a point of curve;

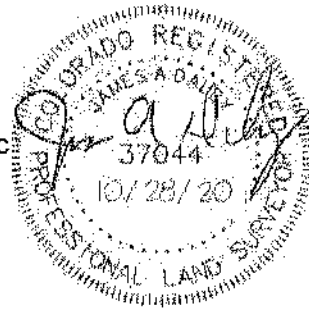
Thence continuing on said parallel line, along a curve to the left, having a radius of 740.00 feet, a central angle of 03°46'16", an arc length of 48.71 feet, and a chord which bears North 02° 00' 23" West a distance of 48.70 feet;

Thence continuing on said parallel line, North 03° 53' 31" West, a distance of 194.79 feet, to the **TRUE POINT OF BEGINNING**.

The above described parcel contains 9,035 Square Feet, (0.207 acres) more or less.

BASIS OF BEARING: Bearings herein are based on the most easterly line of Lot 1 Block 2, Horseshoe Ridge Subdivision 1 st Amendment, as recorded at Reception Number 2008006774, said line having an assumed bearing of **South 03°52'20" East** a distance of 256.46 feet, said line being monumented on the north by a 5/8 plastic cap on #5 rebar stamped "LS 33202", and on the south by a 5/8" plastic cap on #5 rebar stamped "LS 33202". Said Horseshoe Ridge Subdivision and basis of bearing line lies northerly of the parcel decribed herein.

Prepared By:
James A. Daley, PLS 37044
For and on behalf of David Evans and Associates, Inc.
1600 Broadway Denver, CO 80202



Page 1 of 1

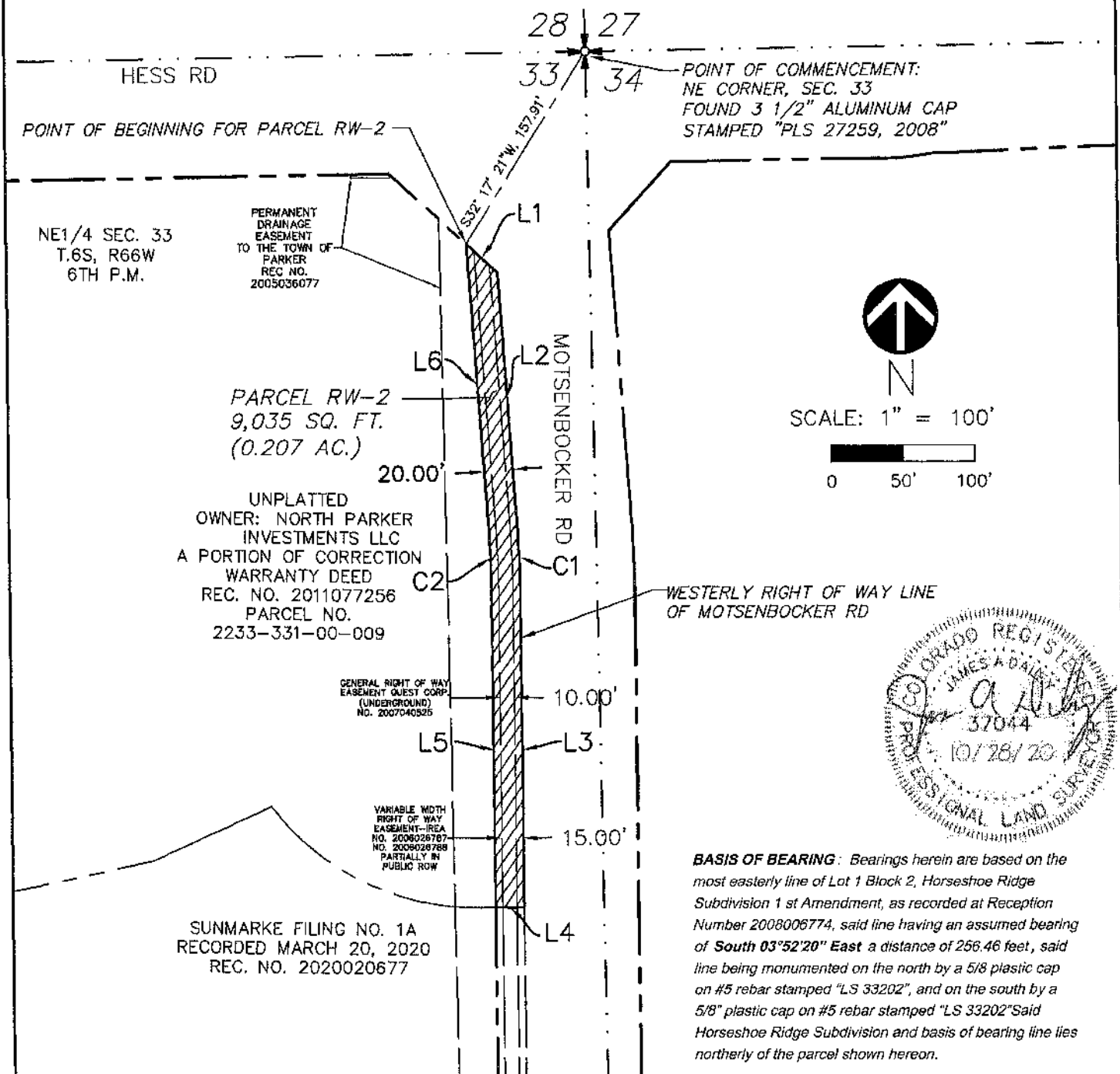


DAVID EVANS
AND ASSOCIATES INC.

Broadway, Suite 800
Denver, CO 80202
p: 720.946.0969
f: 720.946.0973
deainc.com

EXHIBIT "A-2"

RIGHT OF WAY PARCEL RW-2



NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED UPON MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S.13-60-105(3)(a).

NOTICE: THIS LEGAL DESCRIPTION AND/OR GRAPHIC EXHIBIT ARE NOT TO BE DESIGNATED NOR CONSTRUED AS BEING A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.



**DAVID EVANS
AND ASSOCIATES INC.**
1600 Broadway, Suite 800
Denver, CO 80202
Phone: 720.946.0969

PROJECT NO.:	TOPA00000014	SHEET NO.:	SHEET 1 OF 2
FILE NAME:	TOPA00000014-RW-2.DWG	DRAWN BY:	RLSA
DATE:	10/23/2020	CHECKED BY:	JADA
SCALE:	1" = 100	PROJECT MANAGER:	JADA

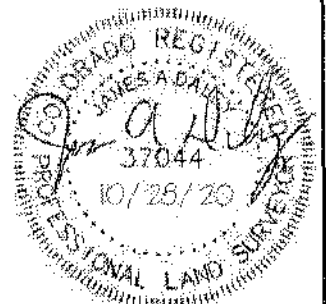
**HESS AND MOTSENBOCKER
INTERSECTION
RIGHT OF WAY EXHIBIT**

TOWN OF PARKER

EXHIBIT "A-2"

RIGHT OF WAY PARCEL RW-2

Line and Curve Table					
#	CH Length	CH Direction	Arc Length	Radius	Delta
L1	29.10'	S47° 18' 35"E			
L2	173.65'	S03° 53' 31"E			
L3	218.19'	S00° 07' 15"E			
L4	20.00'	S89° 53' 45"W			
L5	218.18'	N00° 07' 15"W			
L6	194.79'	N03° 53' 31"W			
C1	50.01'	S02° 00' 23"E	50.02'	760.00'	03°46'16"
C2	48.70'	N02° 00' 23"W	48.71'	740.00'	03°46'16"



NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED UPON MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S.13-80-105(3)(a).

NOTICE: THIS LEGAL DESCRIPTION AND/OR GRAPHIC EXHIBIT ARE NOT TO BE DESIGNATED NOR CONSTRUED AS BEING A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.



**DAVID EVANS
AND ASSOCIATES INC.**
1600 Broadway, Suite 800
Denver, CO 80202
Phone: 720.946.0959

PROJECT NO:	TOPA00000014	SHEET NO:	SHEET 2 OF 2
FILE NAME:	TOPA00000014-RW-2.DWG	DRAWN BY:	RLSA
DATE:	10/28/2020	CHECKED BY:	JADA
SCALE:		PROJECT MANAGER:	JADA

**HESS AND MOTSENBOCKER
INTERSECTION
RIGHT OF WAY EXHIBIT**

TOWN OF PARKER

Exhibit B
Motsenbocker Road Widening
at Hess Road Vicinity Map





Request for Town Council Action

Date: February 1, 2021

Submitted By: Danny Smith, Operations Manager, Streets & Stormwater Maintenance

Reviewed By: Michelle Kivela, Town Administrator

Title: **2021 Townwide Resurfacing Program Contract CIP21-004**

Amount: **\$1,950,414.20**

Contractor: **Martin Marietta Materials, Inc**

Department: **Engineering and Public Works, Danny Smith**

EXECUTIVE SUMMARY

Award of a trade contractor agreement with Martin Marietta Materials, Inc for the 2021 Townwide Resurfacing Program (CIP21-004) for \$1,950,414.20. The Town of Parker needs to maintain and enhance our roadways network through annual repair and maintenance projects.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker publicly opened competitive bids on December 18, 2020 for the 2021 Townwide Resurfacing Program (CIP21-004). This program will include roto-milling and overlaying existing asphalt roadways on Mainstreet, Twenty Mile Road, Lincoln Meadows Parkway, and Idyllwilde Drive. Additional information on this project will soon be found on the Town's website as well as presented at an upcoming Town Council Study Session.

The Town of Parker received seven (7) sealed bids from contractors, with Martin Marietta being the lowest responsible bidder. Town staff recommends moving forward with this contract award. The bids were as follows:

- | | |
|------------------------------------|----------------|
| 1. Martin Marietta Materials, Inc. | \$1,950,414.20 |
| 2. Aggregate Industries, Inc | \$2,191,260.65 |
| 3. Hamon Infrastructure | \$2,256,000.00 |
| 4. Schmidt Construction Company | \$2,273,456.35 |
| 5. Brannon Sand & Gravel, Inc | \$2,245,326.10 |
| 6. Elite Surface Infrastructure | \$2,416,869.60 |
| 7. Asphalt Specialties Co., Inc | \$2,419,767.55 |

Engineers Estimate: \$2,125,320.00

FINANCIAL IMPACT

Funding for this project has been appropriated in the 2021 Engineering and Public Works /Streets Division repair and maintenance (R&M) general fund account.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: February 1, 2021

Submitted By: Danny Smith, Operations Manager, Streets & Stormwater Maintenance

Reviewed By: Michelle Kivela, Town Administrator

Title: 2021 Townwide Slurry/Chip Seal Program Contract CIP21-005

Amount: \$1,524,610.34

Contractor: Vance Brothers, Inc

Department: Engineering and Public Works, Danny Smith

EXECUTIVE SUMMARY

The Town of Parker negotiated a contract with Vance Brothers, Inc for the 2021 Townwide Slurry/Chip Seal Program (CIP21-005). The 2019 contract, which was publicly advertised and competitively bid, included the option for two (2) contract renewals which the Town would exercise with the approval of this contract. This is the final renewal option. The contract amount for the 2021 program is \$1,524,610.24

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Staff negotiated the 2021 contract with Vance Brothers, Inc. Pricing provided for the contract by Vance Brothers, Inc is fair with a price increase chip seal (\$0.88/sq/yd) mainly due to a lower overall volume, a decrease in price for microsurface, and no price change for slurry seal.

Additional information for this project will be available on the Town's website. Town staff will also be presenting more information for the 2021 streets maintenance program at an upcoming Town Council Study Session.

FINANCIAL IMPACT

Funding for this contract has been appropriated in the 2021 Engineering and Public Works/Street Division repair and maintenance (R&M) general fund account.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: February 1, 2021

Submitted By: Jim Gilbert, Deputy Director of Operations

Reviewed By: Michelle Kivela, Town Administrator

Title: **Fleet Capital - Replacement Street Sweeper**

Amount: **\$242,500.00**

Contractor: **Faris Machinery Company**

Department: **Engineering and Public Works, Jim Gilbert**

EXECUTIVE SUMMARY

The Town of Parker's Fleet Maintenance division is seeking authorization to purchase a replacement street sweeper as part of the 2021 fleet replacement plan. This piece of equipment was identified and approved as part of the 2021 budget process as a candidate for replacement.

The quote provided by the vendor is based on a current competitively bid contract through Sourcewell (FKA NJPA) #122017-FSC. This contract includes a cooperative capacity which allows the Town of Parker the ability to purchase items that have been competitively bid and are available to other entities for the same pricing. This is an efficient means of purchasing equipment and has been an acceptable practice.

The existing street sweeper is a model year 2011 Elgin Pelican unit. The base replacement cycle for street sweepers is currently set at 7 years. The maintenance cost for sweepers increases significantly as it passes the planned replacement cycle. The lifetime to date maintenance costs for repair and maintenance on this unit exceed \$40,000. The existing unit is fully depreciated. This unit continued to be a cost effective solution for the last two years as a reserve piece of equipment.

The Town continues to perform street sweeping activities year round. While the Town benefits from the beautification aspect of this effort, the main purpose for performing this function is to address air quality and water quality issues. The Town renewed its commitment to participate in the State of Colorado's PM10 Air Quality program. The use of sweepers to perform this work is essential to meeting this commitment.

The vendor provided a complete quote which meets the specifications for this replacement unit. The quoted price for this sweeper, prior to discounts and trade in amount is \$301,725. The vendor applied an additional discount of \$27,225 and allocated \$32,000 as a trade in value for the Town's existing unit. The total adjusted quoted cost for this unit is \$242,500. This amount

is deemed reasonable.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services using contracts based on competitive solicitations received by other government agencies.

The Town's Fleet Replacement Policy provides that:

It is the policy of the Town to equip staff with the tools needed to provide services to our citizens in a professional, competent and safe manner. Among the biggest “tools” in accomplishing this task are vehicles and other fleet equipment (“Fleet Unit”). In addition, these items represent a substantial financial investment and must be handled in the most economic manner, both in their operation and in maximizing their disposal value.

The purpose of this policy is to establish procedures to ensure that the decision to replace fleet is in the best interest of the Town, financially and economically. This policy recognizes that extending the life of the fleet beyond the proper time for replacement only shifts the funding of fleet from being capital to operational in nature, and may actually increase expenses overall if repair costs surpass the cost to replace.

This policy recognizes that each Fleet Unit has a number of “lives.”

- Service life – amount of time a unit is capable of rendering service
- Economic life – amount of time the unit’s average total cost is at a minimum
- Technological life – amount of time the relative productivity of the unit is comparable to newer models

The following costs and other factors should be considered in determining Fleet Unit replacement recommendations.

- Operation/maintenance costs
- Repair costs
- Parts availability
- Downtime
- Technological obsolescence
- Condition
- Safety

FINANCIAL IMPACT

This vehicle was identified as part of the 2021 fleet replacement plans and previously approved through the budget process. No additional financial impacts are anticipated.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: February 1, 2021

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.326 - Second Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Douglas County Clerk and Recorder and the Town of Parker Regarding the April 20, 2021, Special Election

Department: Town Attorney, Jim Maloney
Town Clerk, Carol Baumgartner

EXECUTIVE SUMMARY

The Town's special election will be conducted as a mail ballot election under the Municipal Election Code. Douglas County will assist the Town in conducting the special election as described in the intergovernmental agreement (the "2021 IGA").

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council called a special election for April 20, 2021, to fill two vacancies on the Town Council. The special election will be held as a mail ballot election under the Municipal Election Code, as authorized by Section 2.1 of the Town's Home Rule Charter. Historically, the Douglas County Clerk has conducted the Town's regular elections in November, as a coordinated election. For the reason that the special election is being held in April instead of November, the special election cannot be conducted as a coordinated election. However, the county has agreed to assist the Town with the special election, as provided in the attached 2021 IGA. The Town and Douglas County will enter into the 2021 IGA in a substantially similar form as the draft, which is attached to the ordinance.

FINANCIAL IMPACT

The 2021 budget will be amended to appropriate funds to cover the cost of the 2021 special election.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.326

RECOMMENDED MOTION

I move to approve Ordinance No. 9.326 on second reading.

ORDINANCE NO. 9.326, Series of 2021

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE DOUGLAS COUNTY CLERK AND RECORDER AND THE TOWN OF PARKER REGARDING THE APRIL 20, 2021, SPECIAL ELECTION

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

WHEREAS, the Town Council of the Town of Parker adopted Resolution No. 20-061, Series of 2020, setting a special election on April 20, 2021, and appointing the Town Clerk as the designated election official of the Town;

WHEREAS, the Town Council of the Town of Parker adopted Resolution No. 21-002, Series of 2021, setting a special election on April 20, 2021, and appointing the Town Clerk as the designated election official of the Town;

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

WHEREAS, the Town Council of the Town of Parker desires to enter into an intergovernmental agreement with the Douglas County Clerk and Recorder regarding the conduct and administration of the April 20, 2021, special election; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the Intergovernmental Agreement between the Douglas County Clerk and Recorder and the Town of Parker Regarding the April 20, 2021, Special Election.

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement between the Douglas County Clerk and Recorder and the Town of Parker Regarding the April 20, 2021, Special Election, which agreement shall be in substantially the same form as the agreement attached hereto as **Exhibit 1**. The Town Council further authorizes the Mayor of the Town to enter into the Intergovernmental Agreement on behalf of the Town in substantially the same form as attached hereto, following final approval by the Town Attorney.

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

Section 3. **Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience

and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN DOUGLAS COUNTY CLERK AND RECORDER AND THE TOWN OF PARKER REGARDING THE SUPPORT OF THE 2021 SPECIAL ELECTION TO BE CONDUCTED BY THE TOWN

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

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

WHEREAS, the Jurisdiction desires to be assisted by the County in conducting a special election that is not a coordinated election nor to be held at the same time as any other jurisdiction within the County to the best knowledge of the Parties; and

WHEREAS, the County and Jurisdiction have determined that it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the non-partisan special election; and

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

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

SECTION I. PURPOSE AND GENERAL MATTERS

1.01 DEFINITIONS:

- A. **"Contact Officer"** County staff person who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for coordinating for any assistance to be provided to the Jurisdiction and the procedures to be used by the County Clerk hereunder.
- B. **"Designated Election Official"** (hereinafter "DEO"), who shall be identified by the Jurisdiction to have primary responsibility for the conduct of election. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.
- C. **"Code"** the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.) or any other Title of C.R.S. governing participating Jurisdiction's election matters, as well as the Colorado Constitution, the State of Colorado Secretary of State (SOS) Rules as applicable, and any other legally binding authority governing this election.

1.02 JOINT RESPONSIBILITIES

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

1.03 JURISDICTIONAL

The Jurisdiction encompasses territory within the Town of Parker which is completely within the territory of the County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Douglas County.

SECTION II. COUNTY/JURISDICTION RESPONSIBILITIES

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

2.01 COUNTY SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION AS REQUESTED BY THE DEO:

- A. Give assistance and information to the DEO of the Jurisdiction on any matter related to elections to ensure the smooth and efficient operation of the election (such information shall not include legal advice).
- B. Designate a Contact Officer with the specific duty of assisting with the election of the Jurisdiction and acting as the primary liaison between the County and Jurisdiction (such oversight shall not preclude such Contact Officer from performance of other tasks as needed by the County).
- C. Staff election support as requested by the Jurisdiction (hourly charges will apply based on the actual pay scale and time used). The County will make a good faith effort to provide staff that meet the needs and requests of the Town subject to the needs of the County.
- D. Provide voter registration lists as available from the state system as needed. The initial list provided to the Jurisdiction will be charged a flat fee of \$25. Subsequent updates with only additional voters who registered after the initial list was generated will be provided at no charge. Should the Jurisdiction need additional full lists each such list will be provided for an additional \$25.
- E. Lay out the text of the official ballots in a format that complies with the requirements for the Clear Ballot processing and counting equipment owned by the County. This will be provided in a PDF format for printing at a cost of \$125/hr to create.

- F. Management of the election within the statewide system (SCORE) to include creation and closing of the election. These services to be provided at a cost of \$100/hr to manage.
- G. Election Day support from County staff for in office/fax voter registration and via telephone and online chat 7 a.m. to 7 p.m. (Cost) \$27 /hr for each staff member.
- H. List of known vendor contact information for ballot and envelope printing and mail services.
- I. Use of 24 hour Drop Box locations within the boundaries of the Jurisdiction as permitted by the property owners of each location.
- J. Any available secure space at 125 Stephanie Place, in Castle Rock for receiving, sorting, signature verification, ballot evaluation, ballot removal, adjudication, duplication, and counting. The County will not be able to provide long term storage of the ballots.
- K. Setup, use and administration of Agilis system by County staff for Jurisdiction use in Signature Verification and Ballot Removal preparation (Cost) \$27 /hr for each staff member
- L. Setup, use and administration of Clear Ballot Voting System for use by Jurisdiction to scan and tabulate ballots (Cost) \$32 /hr for each staff member
- M. Provide a list of known past election judges within the boundaries of the Jurisdiction from past elections.
- N. Provide training materials and coordinate with Jurisdiction for oversight and training of election judges conducting mail ballot processing.
- O. Provide ballot containers with the necessary equipment to seal and track the containers.
- P. Refer members of the public and press to the DEO regarding specific questions about candidates.
- Q. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement.

2.02 JURISDICTION RESPONSIBILITIES:

- A. Perform all functions required to successfully conduct the election under the Code. Any tasks performed by the County will be under the supervision and direction of the Jurisdiction to the extent they pertain to this election.
- B. Confirm that it has sufficient funds available and appropriated in its approved budget to pay its prorated election expenses for this coordinated election. The County estimates that the Jurisdiction will need no more than Eight Thousand Dollars (\$8,000) for County services provided for this election.

- C. Provide at least thirty (30) days advance notice of the need for any staff support. Such notice will include an estimate of the time and tasks that will be required as well as any specific skills or expertise desired.
- D. Proofread the layout and the text of the Jurisdiction's official ballots to ensure compliance with the Code and to identify any other errors. This includes providing the County written notice of any errors that need correcting prior to delivery of final official ballot PDF.
- E. Within thirty (30) days from the date of receipt of any invoice, the Jurisdiction shall remit to the County the total payment for services provided hereunder.
- F. Important 2021 Parker Special Election Dates are attached as Exhibit A and incorporated by this reference.

SECTION III. CANCELLATION OF ELECTIONS

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

- A. In the event that the Jurisdiction resolves not to hold the election, then notice of such resolution shall be provided to the County immediately. The Jurisdiction shall be liable for the full actual costs of the activities relating to the election incurred both before and after the receipt of such notice.

SECTION IV. MISCELLANEOUS

4.01 NOTICES.

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

To County:	Merlin Klotz Douglas County Clerk and Recorder Elections Department 125 Stephanie Place Castle Rock, Colorado 80104 Fax: 720-733-6977 Email: Elections@Douglas.co.us
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To Jurisdiction:	<u>Town of Parker</u> <u>Attn: Carol Baumgartner, Town Clerk</u> <u>20120 E. Mainstreet</u> <u>Parker, Colorado 80138</u> <u>Fax: 303-840-9792</u> <u>Email: tc@parkeronline.org</u>
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4.02 TERM OF AGREEMENT.

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

4.03 AMENDMENT.

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

4.04 INTEGRATION.

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

4.05 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT.

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

4.06 TIME OF ESSENCE.

- A. Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH.

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

4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

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

4.09 NO THIRD-PARTY BENEFICIARIES.

- A. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

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

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

CHIEF ELECTION OFFICIAL:

By _____
Board of County Commissioners
Chairperson

By _____
Clerk and Recorder

Date _____

Date _____

Attest _____
Deputy Clerk to the Board

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

Director of Finance

County Attorney

Jurisdiction Signatures for Town of Parker

By _____
Jeff Toborg, Mayor

Attest _____
Carol Baumgartner, Town Clerk

Date _____

Date _____

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

Jurisdiction Finance Department

Jurisdiction Attorney

EXHIBIT A

	A	B
1	IGA ELECTION	
2	BOLD = PARKER	
3	NONBOLD = DOUGCO	
4		
5	DATE	ACTION
6		
7	4-Jan	Contact Print Vendor
8	19-Jan	1st day to circulate nomination petitions
9	21-Jan	Complete work on ballot envelope language and instructions
10	8-Feb	Last day to circulate nomination petitions
11	16-Feb	Last day to amend nomination petitions
12		Last day to withdraw nominations
13	17-Feb	Determine ballot order
14	18-Feb	Submit ballot draft to DougCo
	19-Feb	DougCo builds ballot and proofs content – Sends PDF Proof to Parker for validation of ballot content
	22-Feb	Submit ballot PDF Acceptance to DougCo
15	22-Feb	DougCo sends UOCAVA voter list to Parker
16		DougCo submits list of prospective judges
17	26-Feb	Send UOCAVA voter list to print vendor
18		DougCo sends active voter list to Parker
19	5-Mar	Vendor sends out UOCAVA ballots
20	12-Mar	Send regular voter list to print vendor
21	20-Mar	Hire election judges
22	22-Mar	Last day to send supplemental voter list to Parker
23	26-Mar	First day to mail out ballots
24	5-Apr	Last day to mail out ballots
25	9-Apr	Notice of election posted
26	12-Apr	Ballot vote count test w/DougCo
27	12-Apr	Mail ballot processing to begin
28	20-Apr	ELECTION DAY
29	28-Apr	Last day to receive UOCAVA ballots
30		Last day to receive discrepant signature letters
31	30-Apr	Last day for canvass



Request for Town Council Action

Date: February 1, 2021

Submitted By: Rhonda Willey, Controller

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-009**
A Resolution to Accept Donations from the Greater Parker Foundation

Department: Finance, Rhonda Willey

EXECUTIVE SUMMARY

Donations raised through Greater Parker Foundation are transferred to the Town of Parker as they are received and used by the Town for the specific purpose of the donation. This resolution formalizes the Town's acceptance of the donations that were given to the Town for year 2020 according to Section 15.7 of the Town of Parker Home Rule Charter.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This resolution will formalize the contributions that were given to the Town of Parker by the Greater Parker Foundation in 2020. The contributions that were made were all for Cultural purposes.

FINANCIAL IMPACT

Donations to the Town through the Greater Parker Foundation for 2020 were \$21,160.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 21-009

RECOMMENDED MOTION

I move to approve Resolution No. 21-009.

RESOLUTION NO. 21-009, Series of 2021

TITLE: A RESOLUTION TO ACCEPT DONATIONS FROM THE GREATER PARKER FOUNDATION

WHEREAS, Section 15.7 of the Town of Parker Home Rule Charter provides that the Town Council of the Town of Parker may "receive or refuse bequests, gifts and donations;"

WHEREAS, the Town received a donation from the Greater Parker Foundation in the amount of Twenty-One Thousand One Hundred Sixty Dollars (\$21,160) for fiscal year 2020 (the "Donation"); and

WHEREAS, the Town Council desires to accept the Donation.

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 Donation, as provided by Section 15.7 of the Parker Home Rule Charter.

RESOLVED AND PASSED this _____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



Request for Town Council Action

Date: February 1, 2021

Submitted By: Mary Munekata, Senior Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-007**
A Resolution Finding Substantial Compliance of the Compark Boulevard at Upland Drive Right-of-Way Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on March 15, 2021, for the Purpose of Considering Said Annexation

Department: Community Development, Mary Munekata

EXECUTIVE SUMMARY

The Town proposes to annex a Town-owned portion of Compark Boulevard right-of-way (ROW) between Upland Drive to the west and Prairie Trail Drive to the east. This section of Compark Boulevard is located in unincorporated Douglas County within the Compark Village Planned Development (PD) and is approximately 600-feet in length.

On November 2, 2019, Douglas County deeded the section of the roadway to the Town, which conveyance was related to the annexation of the adjacent properties. The purpose of this resolution is to set a Public Hearing date to consider the annexation of the Compark Boulevard right-of-way on March 15, 2021.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2018, the Town annexed the area known as the Grasslands/Prairie Trail PD in the far northwestern section of the community. This annexation included all of the Upland Drive right-of-way north of the Compark Boulevard intersection and the private property adjacent to and north of Compark Boulevard between the Upland Drive and Prairie Trail Drive intersections. Town snowplowing and general roadway maintenance of the annexed portion of Upland Drive requires access through this section of Compark Boulevard that is currently located in unincorporated Douglas County.

In order to access Upland Drive for roadway maintenance, the Town began utilizing and maintaining the section of unincorporated Compark Boulevard described herein. Additionally,

there is an adjacent private property located in the Town that is utilizing the section of unincorporated Compark Boulevard for access to their site, which is atypical. This creates the potential for future problems because the Town has jurisdiction over the private property and the County has jurisdiction over the adjacent road including access. The approval of this annexation will:

- Rationalize the Town's municipal boundary with the roadway it owns in the Comaprk Village PD
- Address the potential access issues arising from split jurisdiction
- Ensure that the Town has full control of the roadway section for operations and maintainence

This proposed annexation is consistent with the Parker 2035 Master Plan because the area is located within the Town's Planning Area boundary for future growth and development. In addition, the proposed annexation is a routine, technical action to ensure that Town-owned property is located within our municipal boundaries as opposed to a substantive action.

The Resolution will set a Public Hearing date on March 15, 2021 for the Town Council to consider the proposed annexation.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Resolution No. 21-007
2. Vicinity Map

RECOMMENDED MOTION

I move to approve Resolution No. 21-007.

RESOLUTION NO. 21-007, Series of 2021

TITLE: A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF THE COMPARK BOULEVARD AT UPLAND DRIVE RIGHT-OF-WAY PROPERTY'S ANNEXATION PETITION WITH C.R.S. § 31-12-107 AND SETTING A PUBLIC HEARING ON MARCH 15, 2021, FOR THE PURPOSE OF CONSIDERING SAID ANNEXATION

WHEREAS, the Town of Parker owns certain real property in Douglas County commonly known as the Compark Boulevard at Upland Drive Right-of-Way Property, which is described on attached **Exhibit 1**.

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

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

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

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

Section 2. A public hearing on said annexation will be conducted on March 15, 2021, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

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

RESOLVED AND PASSED this _____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PART OF COMPARK BOULEVARD, RECORDED IN BOOK 1840 AT PAGE 1577, UPLAND DRIVE, AS SHOWN ON AND DEDICATED BY COMPARK FILING NO. 2 PLAT, RECORDED AT RECEPTION NO. 00031092 AND UPLAND DRIVE AS SHOWN ON AND DEDICATED BY HIGHFIELD BUSINESS PARK, A PLAT RECORDED AT RECEPTION NO. 2007041581, ALL IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, LYING WITHIN THE NORTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 1, SAID COMPARK FILING NO. 2, BEING THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING OF NORTH 59°37'14" WEST, A DISTANCE OF 103.25 FEET, AS SHOWN ON SAID COMPARK FILING NO. 2, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE SOUTH 30°22'46" WEST, A DISTANCE OF 90.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID COMPARK BOULEVARD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING THREE (3) COURSES:

1. NORTH 59°37'14" WEST, A DISTANCE OF 103.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 555.00 FEET;
2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°06'53", AN ARC LENGTH OF 301.39 FEET;
3. SOUTH 89°15'54" WEST, A DISTANCE OF 235.85 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, NORTH 00°12'05" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID UPLAND DRIVE, AS SHOWN ON AND DEDICATED BY THE HIGHFIELD BUSINESS PARK PLAT;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 89°54'45" EAST, A DISTANCE OF 70.00 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 1;

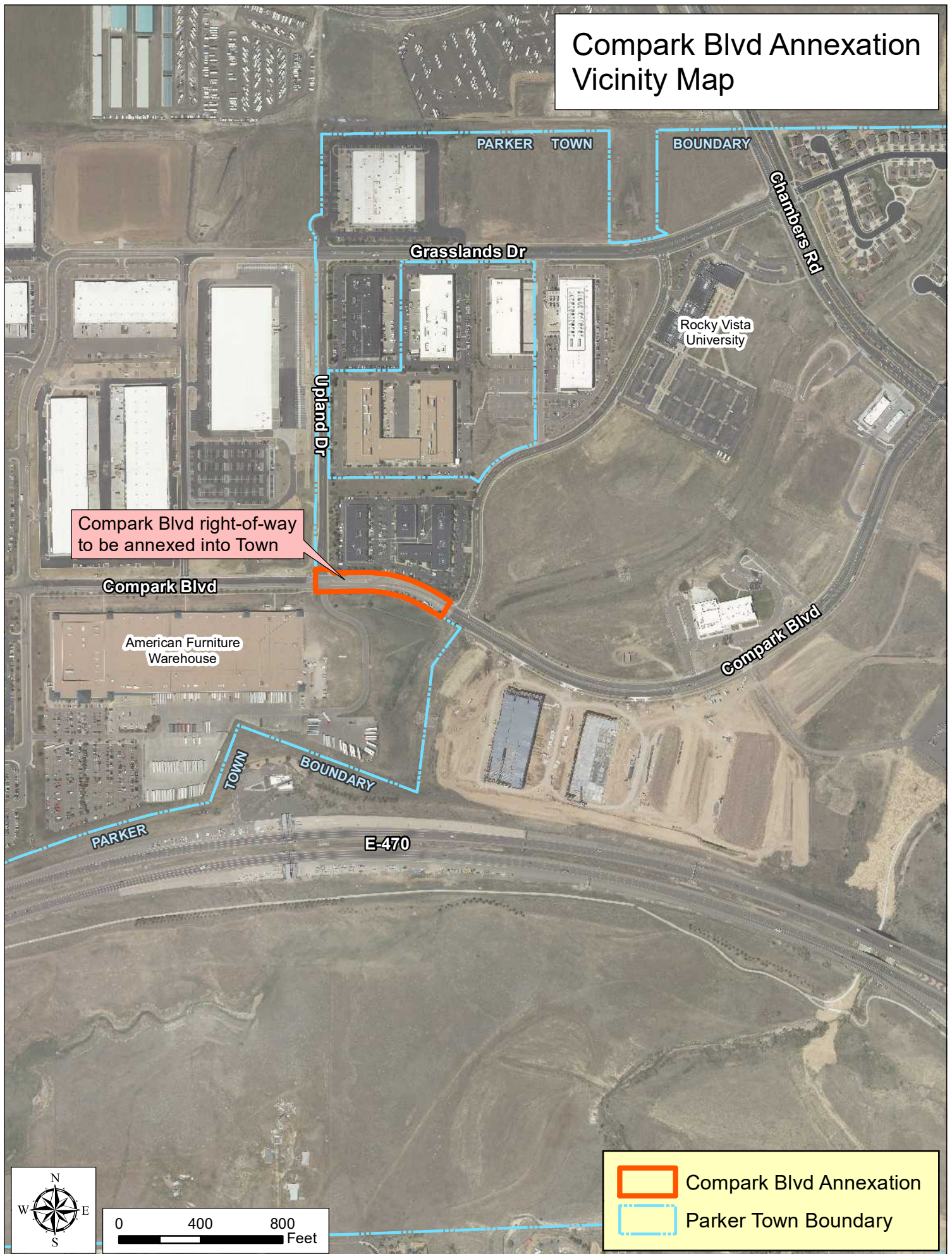
THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 45°28'06" EAST, A DISTANCE OF 27.03 FEET;
2. NORTH 89°15'54" EAST, A DISTANCE OF 145.80 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 645.00 FEET;
3. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°06'53", AN ARC LENGTH OF 350.27 FEET;

4. SOUTH 59°37'14" EAST, A DISTANCE OF 103.25 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.409 ACRES, (61,362 SQUARE FEET), MORE OR LESS.

Compark Blvd Annexation Vicinity Map





Request for Town Council Action

Date: February 1, 2021

Submitted By: BrieAnna Simon, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-011**
A Resolution to Extend the Conditions Deadline for the Minor Development Plat and Subdivision Agreement for Douglas 234 Filing No. 6 through June 1, 2021
Department: Community Development, BrieAnna Simon

EXECUTIVE SUMMARY

The applicant's representative, RICK Engineering Company, is requesting an amendment to the conditions of approval for the Douglas 234 Minor Development Plat that was approved by Town Council on November 16, 2020. The requested amendment would extend the required dates for the transfer of property ownership and the provision of security for public improvements from February 14, 2021 to June 1, 2021.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On November 16, 2020, Town Council approved a Minor Development Plat to subdivide a 13.8 acre undeveloped property located on the northeast corner of Chambers Road and Hess Road into 11 buildable commercial lots, one (1) landscape tract and an unbuildable tract for a private roadway. The Town Council approved the Douglas 234 Filing 6 - Minor Development Plat with the following conditions:

1. I move to approve the Douglas 234 Filing 6 - Minor Development Plat, based upon staff findings with the following three conditions:
 1. VR Sliceroo LLC owns all of the property contained within Douglas 234 Filing No. 6 on or before February 14, 2021.
 2. VR Sliceroo LLC provides the Town with a letter of credit in a form and amount that is acceptable to the Town, on or before February 14, 2021.
 3. Failure to comply with conditions (1) and (2) above will negate approval of the plat and subdivision agreement.

2. I move to approve the Subdivision Improvement Agreement with the following three conditions:

1. VR Sliceroo LLC owns all of the property contained within Douglas 234 Filing No. 6 on or before February 14, 2021.
2. VR Sliceroo LLC provides the Town with a letter of credit in a form and amount that is acceptable to the Town, on or before February 14, 2021.
3. Failure to comply with conditions (1) and (2) above will negate approval of the plat and subdivision agreement.

The applicant is requesting an amendment to the above conditions to extend the dates from February 14, 2021 to June 1, 2021. The current property ownership consists of 31 individuals and the applicant has represented that coordinating the documents to sell the property among all 31 owners has caused delays in the closing process. The applicant is therefore requesting an extension to allow for the closing to take place after February 14, 2021.

The requested extension does not alter the Minor Development Plat or any future development on the site. The future development is required to comply with the Town Council approval, Douglas 234 Planned Development zoning and all Town development criteria and standards.

Should the Town Council approve the requested amendment, the current property owners would sell the property to the applicant by June 1, 2021 for future development on each of the 11 commercial lots created by Town Council approval of the Minor Development Plat last year.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 21-011
2. Extension Request Narrative
3. Approved Douglas 234 Filing 6 Minor Development Plat

RECOMMENDED MOTION

I move to approve Resolution No. 21-011.

RESOLUTION NO. 21-011, Series of 2021

**TITLE: A RESOLUTION TO EXTEND THE CONDITIONS DEADLINE FOR THE
MINOR DEVELOPMENT PLAT AND SUBDIVISION AGREEMENT FOR
DOUGLAS 234 FILING NO. 6 THROUGH JUNE 1, 2021**

WHEREAS, the Town Council of the Town of Parker conditionally approved the minor development plat (the “Minor Development Plat”) and subdivision agreement (the “Subdivision Agreement”) for Douglas 234 Filing No. 6 on November 16, 2020;

WHEREAS, the Minor Development Plat created eleven (11) commercial lots, a landscaped tract, and an unbuildable tract for a private roadway;

WHEREAS, the conditions of approval for the Minor Development Plat and the Subdivision Agreement (the “Conditions”) must be satisfied by February 14, 2021 (the “Conditions Deadline”);

WHEREAS, failure to satisfy the Conditions by the Conditions Deadline will negate the Town Council’s approval of the Minor Development Plat and Subdivision Agreement;

WHEREAS, the applicant, VR Sliceroo, LLC, has requested an extension of the Conditions Deadline up to and including June 1, 2021; and

WHEREAS, the extension of the Conditions Deadline for the Minor Development Plat and Subdivision Agreement can only be granted by Town Council.

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, Colorado, based upon the recitals of this Resolution, authorizes the extension of the Conditions Deadline of the Minor Development Plat and Subdivision Agreement through June 1, 2021, and failure to satisfy the Conditions by this deadline will negate the approval of the Minor Development Plat and Subdivision Agreement.

RESOLVED AND PASSED this _____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



January 21, 2021

Town of Parker
Community Development Department
20120 East Mainstreet Parker, CO 80138

RE: DOUGLAS 234, FILING NO. 6 – PROJECT EXTENSION REQUEST LETTER

To whom it may concern:

We have been working with the owners of Douglas 234, Filing no. 6 since June of 2017 to acquire the property. The owners of the property is a Tenant In Common ownership with 31 different owners. It took nearly two years to negotiate the purchase and sale agreement, and the spent about eighteen (18) months working with the Town staff to process the minor subdivision approval.

In November we advised the ownership group that the minor subdivision approval had passed at council and have been working to try and get the deal closed. The coordination effort of our attorneys, the various property owner's attorneys, and the title company to generate all the documents, gain approval for all the documents, and then collect all various closing documents has been an ongoing effort. Some of the owners are local, but the majority of them are in different states. Some of the owners are experienced real estate investors, but the majority of the owners are not very sophisticated. Five of the owners operate off of only phones and don't have email's to communicate with. Between those and the challenges presented by the COVID-19 shutdowns the closing has been delayed.

There has been a lot of progress made in this effort, but it will take at least a few more weeks to finalize the process. We appreciate your consideration of this extension to the plat and the conditions of approval.

Sincerely,

Grant Nelson
Republic Investment Group, LLC

DOUGLAS 234 FILING 6
A REPLAT OF LOT 1, BLOCK 10, DOUGLAS 234 FILING NO. 1,
BEING LOCATED IN SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 6 SOUTH, RANGE 66 WEST 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 1 OF 2

LEGAL DESCRIPTION

LOT 1,
BLOCK 10,
DOUGLAS 234 FILING NO. 1,
COUNTY OF DOUGLAS,
STATE OF COLORADO

BEING FURTHER DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29 BEING ASSUMED TO BEAR NORTH 89°15'13" EAST, A DISTANCE OF 2638.35 FEET BETWEEN THE FOLLOWING DESCRIBED MONUMENTS:

–THE SOUTH QUARTER CORNER OF SAID SECTION 29 BEING A FOUND 3.25" ALUMINUM CAP PLS 22561 IN RANGE BOX MATCHING MONUMENT RECORD FILED 4/30/13.

– THE SOUTHEAST CORNER OF SAID SECTION 29 BEING A FOUND 3.25" ALUMINUM CAP PLS 35593 IN RANGE BOX MATCHING MONUMENT RECORD FILED 11/29/05.

COMMENCING AT SAID SOUTH QUARTER CORNER;

THENCE ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER NORTH 89°15'13" EAST, A DISTANCE OF 523.31 FEET;

THENCE NORTH 00°44'47" WEST, A DISTANCE OF 62.63 FEET TO THE NORTHERLY RIGHT–OF–WAY OF HESS ROAD AND THE POINT OF BEGINNING;

THENCE NORTH 53°05'57" WEST, A DISTANCE OF 77.99 FEET;

THENCE NORTH 10°51'05" WEST, A DISTANCE OF 170.63 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3,085.00 FEET, A CENTRAL ANGLE OF 10°27'51", WHOSE CHORD BEARS NORTH 16°05'00" WEST A DISTANCE OF 562.65 FEET, FOR AN ARC DISTANCE OF 563.43 FEET;

THENCE NORTH 21°50'47" EAST, A DISTANCE OF 15.32 FEET;

THENCE NORTH 67°44'14" EAST, A DISTANCE OF 288.93 FEET;

THENCE ALONG A NON–TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 46.50 FEET, A CENTRAL ANGLE OF 21°32'17", WHOSE CHORD BEARS SOUTH 77°57'51" EAST A DISTANCE OF 17.38 FEET, FOR AN ARC DISTANCE OF 17.48 FEET;

THENCE ALONG A REVERSE CURVE, HAVING A RADIUS OF 70.50 FEET, A CENTRAL ANGLE OF 110°55'25", WHOSE CHORD BEARS NORTH 57°20'35" EAST A DISTANCE OF 116.15 FEET, FOR AN ARC DISTANCE OF 136.49 FEET;

THENCE ALONG A NON–TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 17°11'35", WHOSE CHORD BEARS NORTH 60°09'45" EAST A DISTANCE OF 8.97 FEET, FOR AN ARC DISTANCE OF 9.00 FEET;

THENCE ALONG A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 972.50 FEET, A CENTRAL ANGLE OF 11°48'18", WHOSE CHORD BEARS NORTH 74°39'42" EAST A DISTANCE OF 200.02 FEET, FOR AN ARC DISTANCE OF 200.37 FEET;

THENCE SOUTH 08°15'28" EAST, A DISTANCE OF 107.11 FEET;

THENCE SOUTH 66°27'14" EAST, A DISTANCE OF 195.03 FEET;

THENCE SOUTH 01°02'54" EAST, A DISTANCE OF 790.17 FEET;

THENCE SOUTH 87°46'51" WEST, A DISTANCE OF 547.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 601,278 SQUARE FEET OR 13.803 ACRES, MORE OR LESS.

DEDICATION

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF DOUGLAS 234 FILING 6. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS–OF–WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

BY: _____

TITLE: _____

ATTEST:

SECRETARY

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____

WITNESS MY HAND AND SEAL _____

MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBLVIATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. §1 531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

BY: _____

TITLE: _____

ATTEST:

SECRETARY

STATE OF _____ }
COUNTY OF _____ }SS

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____

WITNESS MY HAND AND SEAL _____

MY COMMISSION EXPIRES _____

LAND USE SUMMARY TABLE

TRACT	LAND USAGE	OWNERSHIP/MAINTAINANCE	SQ. FT.	ACREAGE
A	PRIVATE ROAD, UTILITIES	METRO DISTRICT	57558	1.321
B	LANDSCAPING	METRO DISTRICT	2890	0.066
LOTS		PRIVATE	540830	12.416
TOTAL			601278	13.803

GENERAL NOTES

- 1.) THE LINEAL UNITS USED ON THIS PLAT ARE U.S. SURVEY FEET. ALL BEARINGS SHOWN HEREON ARE IN DEGREES–MINUTES–SECONDS.
- 2.) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND SURVEY BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18–4–508, C.R.S.
- 3.) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- 4.) HERITAGE TITLE COMPANY FILE NUMBER 450–H0598386–023–CN4, EFFECTIVE DATE APRIL 20, 2020 WAS ENTIRELY RELIED UPON FOR RECORDED RIGHTS–OF–WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY.
- 5.) RICK ENGINEERING CO. HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, RECORDED/UNRECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 6.) BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29 BEING ASSUMED TO BEAR NORTH 89°15'13" EAST, A DISTANCE OF 2638.35 FEET BETWEEN MONUMENTS AS SHOWN ON THIS PLAT.
- 7.) ACCESS EASMENT ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVLOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THESE PROPERTIES FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD PROPERTIES BE FURTHER SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.
- 8.) NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMETS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.
- 9.) NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT CODE.
- 10.) PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.
- 11.) PROPERTIES IN THIS PLAT ARE SUBJECT TO A PERPTUAL, NON–EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTIES SHOWN HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THERE RESPECTIVE LOT IN A COMMERCIALLY REASONABLE CONDITION AND STATE OF REPAIR.

12.) A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACT "A" FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.

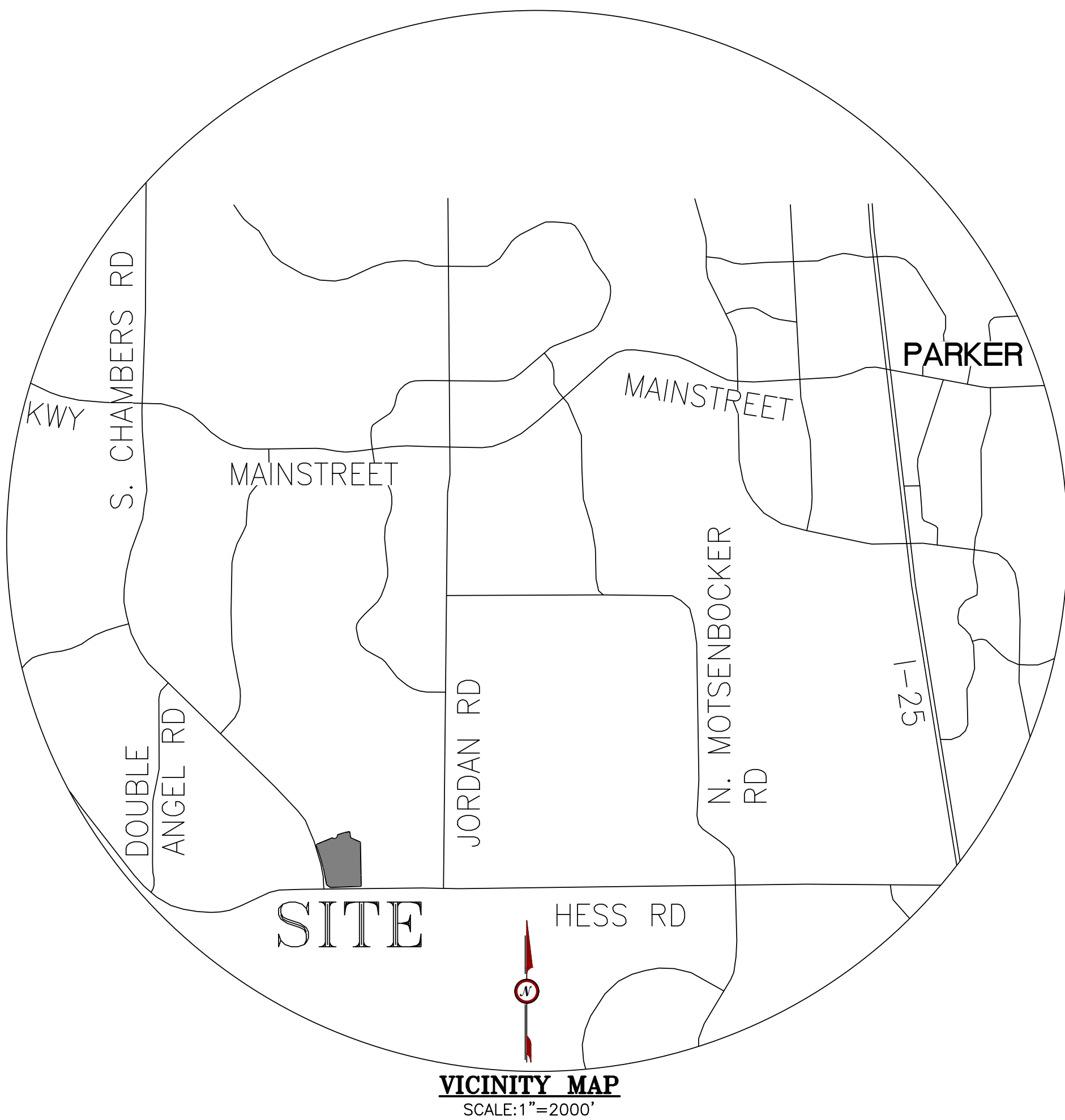
13.) WITHIN THE SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.

14.) A MULTI–USE UTILITY EASEMENT IS HEREBY DEDICATED AS SHOWN FOR THE USE OF ALL UTILITIES. THE TOWN OF PARKER IS GRANTED ACCESS OVER AND ACROSS THE EASEMENT FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.

TITLE VERIFICATION

WE _____ A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

DATE _____ COMPANY NAME _____



TOWN COUNCIL

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING OF THE TOWN OF PARKER, COLORADO, ON THE ____ DAY OF _____, 20____, FOR FILING SUBJECT TO THE CONDITIONS SET FORTH BY THE TOWN COUNCIL. THE DEDICATIONS ARE HEREBY ACCEPTED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INCURRED WITH RESPECT TO REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT OF THE TOWN OF PARKER. THE RESPONSIBILITY FOR MAINTAINING PRIVATE ROADS, INCLUDING THE REMOVAL OF SNOW ACCUMULATIONS, SHALL BE WITH THE SUBDIVIDER OR HIS OR HER ASSIGNS IN PERPETUITY.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

SURVEYORS CERTIFICATE

I, ROBERT J. HENNESSY, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF DOUGLAS 234 FILING 6 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 8TH DAY OF AUGUST, 2019, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 20____.

ROBERT J. HENNESSY, P.L.S. 34580,
LICENSED COLORADO LAND SURVEYOR
FOR AND ON BEHALF OF RICK ENGINEERING CO.
RHENNESSY@RICKENGINEERING.COM

CLERK AND RECORDER

STATE OF COLORADO)
COUNTY OF DOUGLAS)SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20____ A.D., AT _____ A.M./P.M., AND WAS RECORDED AT RECEPTION NUMBER _____.

COUNTY CLERK AND RECORDER



DOUGLAS 234 FILING 6
A REPLAT OF LOT 1, BLOCK 10, DOUGLAS 234 FILING NO. 1,
BEING LOCATED IN SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 6 SOUTH, RANGE 66 WEST 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 2 OF 2

SOUTHEAST CORNER SECTION
29 FOUND 3.25" ALUMINUM
CAP PLS 35593 IN RANGE
BOX MATCHING MONUMENT
RECORD FILED 11/29/05

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	54.52'	3085.00'	001°00'45"	N11°21'27"W	54.52'
C2	137.71'	3085.00'	002°33'27"	N13°08'33"W	137.70'
C3	169.57'	3085.00'	003°08'58"	N15°59'46"W	169.55'
C4	93.96'	3085.00'	001°44'42"	N18°26'36"W	93.95'
C5	96.12'	3085.00'	001°47'07"	N20°12'30"W	96.11'
C6	34.38'	88.00'	022°23'01"	N38°24'40"W	34.16'
C7	74.09'	70.50'	060°12'42"	N82°41'57"E	70.73'
C8	17.18'	70.50'	013°57'52"	N45°36'40"E	17.14'
C9	170.02'	125.00'	077°55'45"	S52°05'01"E	157.21'
C10	238.02'	175.00'	077°55'45"	S52°05'01"E	220.09'
C11	33.40'	175.00'	010°56'02"	S18°35'10"E	33.35'
C12	73.41'	175.00'	024°02'00"	S36°04'11"E	72.87'
C13	113.20'	175.00'	037°03'44"	S66°37'03"E	111.24'
C14	18.02'	175.00'	005°53'59"	S88°05'54"E	18.01'
C15	7.12'	38.00'	010°44'07"	N21°51'05"W	7.11'
C16	45.22'	70.50'	036°44'51"	N20°15'18"E	44.45'
C17	10.29'	9823.07'	000°03'36"	N21°11'47"W	10.29'
C18	11.37'	46.50'	014°00'43"	N74°12'04"W	11.34'
C19	6.11'	46.50'	007°31'34"	N84°58'12"W	6.10'

LINE TABLE		
LINE #	LENGTH	BEARING
L1	7.29'	N10°51'05"W
L2	7.26'	N87°46'51"E
L3	66.87'	S53°05'57"E
L4	7.76'	N80°56'50"E
L5	66.87'	S53°05'57"E
L6	8.16'	S06°45'25"E
L7	10.51'	N68°54'46"E
L8	10.33'	S20°51'02"E
L9	10.45'	S69°08'07"W
L10	10.00'	N87°46'51"E
L11	23.00'	S01°02'54"E
L12	10.00'	S87°46'51"W
L13	23.00'	N01°02'54"W
L14	24.16'	N87°44'04"E
L15	24.69'	N87°44'04"E
L16	11.25'	S27°13'09"E

LEGEND

FOUND ALIQUOT
CORNER AS
DESCRIBED

FOUND #5 REBAR &
YELLOW PLASTIC
CAP PLS 35593

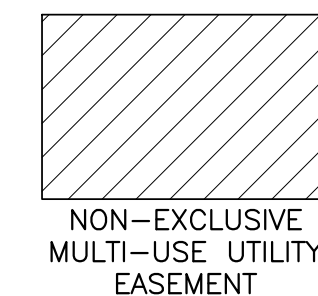
BOUNDARY LINE

LOT LINE

RIGHT-OF-WAY

EASEMENT

EXISTING EASEMENT



NON-EXCLUSIVE
MULTI-USE UTILITY
EASEMENT

POINT OF
COMMENCEMENT

SOUTH 1/4 CORNER FOUND
3.25" ALUMINUM CAP PLS
22561 IN RANGE BOX
MATCHING MONUMENT
RECORD FILED 4/30/13

