

TOWN OF PARKER COUNCIL AGENDA

February 16, 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. 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.*

4. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

5. **CONSENT AGENDA**

Consent Agenda Items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless Council votes to remove an item for individual discussion. Ordinances on the Consent Agenda are for introduction only and will not be removed for discussion. Consent Agenda items discussed at study session can be viewed by clicking the following link: <https://parkerco.civicclerk.com/Web/Player.aspx?id=633&key=-1&mod=-1&mk=-1&nov=0>

A. *APPROVAL OF MINUTES - February 1, 2021*

B. *CONTRACT OVER \$100,000*

1. *2021 Townwide Pavement Markings - Long Line Project (CIP21-008)*

Amount: \$185,475.00

Contractor: RoadSafe Traffic Systems, Inc.

Department: Engineering and Public Works, Spencer Raish

C. *PROCLAMATION - Health for Humanity - Yogathon, February 1 - 19, 2021*

6. **PUBLIC HEARINGS**

SALISBURY EQUESTRIAN PARK LOT 1- Site Plan Amendment

Applicant: Town of Parker

Location: Generally located on the west side of Motsenbocker Road North of Hess Road

Department: Community Development, BrieAnna Simon

TRAKiT No.: SP20-028

7. **ORDINANCES**

A. **ORDINANCE NO. 9.136.4 - Second Reading (To be continued to March 15, 2021)**

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

B. **ORDINANCE NO. 9.329 - Second 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

C. ORDINANCE NO. 1.550 - Second 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

8. RESOLUTIONS

A. RESOLUTION NO. 21-008

A Resolution Finding Substantial Compliance of the Lincoln Professional Park Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on April 5, 2021, for the Purpose of Considering Said Annexation

Department: Community Development, Stacey Nerger

B. RESOLUTION NO. 21-010

A Resolution to Determine, Upon Recommendation of the Town Administrator, that the Public Interest Will Be Served by a Select Source Contract Concerning the PACE Mainstage Theatre Rigging System Renovation Project

Department: Cultural, Carrie Glassburn

C. RESOLUTION NO. 21-013

A Resolution Accepting the Conveyance of a Drainage Easement from Vertical Bridge CC AM, LLC, Formerly Known as IHeartmedia Tower Co. I (AM), LLC, for the Northeast Quarter, Northwest Quarter of Section 27, Township 6 South, Range 66 West, of the 6th Principal Meridian

Department: Engineering and Public Works, Michael Grabczyk

9. ADJOURNMENT

Parker Town Council

Executive Session Agenda

February 16, 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 sale of Town-owned right-of-way located in the vicinity of Mainstreet and Jordan Road

2. My Mainstreet proposed purchase and sale of the Schoolhouse property (19640 E. Mainstreet)

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

3. C.R.S. Section 31-12-108, related to the annexation of real property located at the southeast corner of the intersection of Dransfeldt Road and Lincoln Avenue commonly known as the Peaslee Property

4. Section 13.04.200 of the Parker Municipal Code concerning uses permitted by special review (Parker Homestead Planned Development)

**TOWN OF PARKER COUNCIL
MINUTES
FEBRUARY 1, 2021**

Mayor Jeff Toborg called the meeting to order at 5:00 P.M. All Councilmembers were present.

Town Attorney Jim Maloney announced the topics for discussion in Executive Session were three (3) items. Under C.R.S. § 24-6-402(4)(e), there was (1) item which was the Potential acquisition of the privately owned right-of-way owned by the Parker Meadows Condos Homeowners' Association and commonly known as Becket Drive. Under C.R.S. § 24-6-402(4)(b) there were two (2) items, the first item was to receive legal advice on specific legal questions concerning C.R.S. Section 31-12-108 related to the annexation of Compark Boulevard at Upland Drive right-of-way; the second item was to receive legal advice on specific legal questions concerning Colo. Rev. Stat. Sections 24-6-402(1)(b), (2)(b) and (2)(d.5)(II)(D) concerning electronic meetings and executive session directives.

EXECUTIVE SESSION

Cheryl Poage moved and Todd Hendreks seconded to go into Executive Session at 5:03 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.

Mayor Toborg stated, "the subject matter of the first item on executive session is Becket Drive, which is a private street that is owned by Meadows Condo Homeowners' Association. I have a personal conflict of interest concerning this item because my father-in-law is the president of this homeowner's association. As a result of the disclosure of this conflict of interest, I will not be participating in the discussion related to this executive session item and for the record I will not be present in Town Council chambers when this item is discussed. Additionally, I will refrain from discussing this topic with members of Town Council or participating in any future deliberations concerning this topic."

Mayor Toborg left the meeting at 5:04 P.M. and returned to the meeting at 5:41 P.M., after the first item was discussed.

Todd Hendreks moved and John Diak seconded to come out of Executive Session at 5:55 P.M.

The motion was approved unanimously.

Mayor Toborg recess the meeting until 7:00 P.M.

REGULAR MEETING

Mayor Toborg reconvened the meeting at 7:00 P.M. All Councilmembers were present.

Preston Hartsook led the Pledge of Allegiance by Zoom.

SPECIAL PRESENTATIONS

There were none.

PARKER CHAMBER OF COMMERCE UPDATES

Kara Massa provided a monthly update of activities happening at the Chamber.

DOWNTOWN BUSINESS ALLIANCE UPDATES

Shelli Mango provided a monthly update of activities happening with the Downtown Business Alliance.

PUBLIC COMMENTS

There was one written general public comment which will be attached to the approved minutes.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

- 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

John Diak moved to approve Consent Agenda items 7A through 7E.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

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

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.

Public Comment: None.

Cheryl Poage moved to approved Ordinance No. 9.326 on second reading.

Laura Heft seconded the motion.

The motion was approved unanimously.

RESOLUTIONS

A. RESOLUTION NO. 21-009

A Resolution to Accept Donations from the Greater Parker Foundation

Department: Finance, Rhonda Willey

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.

Public Comment: None.

Todd Hendreks moved to approve Resolution No. 21-009

Laura Hefta seconded the motion.

The motion was approved unanimously.

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

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.

Public Comment: None.

Laura Hefta moved to approve Resolution No. 21-007.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

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

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.

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.

Public Comment: None.

Applicant spoke regarding the extension and explained the reasoning for this request due to coordination with all the parties to close.

Todd Hendreks moved to approve Resolution No. 21-011.

Cheryl Poage seconded the motion.

The motion was approved unanimously.

ADJOURNMENT

Cheryl Poage moved to adjourn the meeting at 7:30 P.M.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

Chris Vanderpool, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: February 16, 2021

Submitted By: Spencer Raish, Assistant Traffic Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **2021 Townwide Pavement Markings - Long Line Project (CIP21-008)**

Amount: \$185,475.00

Contractor: RoadSafe Traffic Systems, Inc.

Department: Engineering and Public Works, Spencer Raish

EXECUTIVE SUMMARY

The purpose of this item is to request that the Town Council approve the award of a trade contractor agreement with RoadSafe Traffic Systems, Inc., for the 2021 Townwide Pavement Markings - Long Line Project (CIP21-008) for \$185,475. The Town of Parker needs to maintain and enhance our roadway pavement markings through annual maintenance projects.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On an annual basis, the Town of Parker updates the pavement striping lines on those streets that show the most wear. The Town's long-line pavement marking inventory includes, but is not limited to, double yellow center lines, white channelization lines, white-lane lines, and white-edge lines. These pavement markings require annual maintenance to ensure their quality and retro-reflectivity due to damage from vehicle tire wear and environmental degradation (sun and weather). The Town specifies epoxy based paint for long-line markings due to its superior durability over standard alkyd paint. Applying the epoxy based paint requires specialty equipment the Town does not possess due to the high capital expense. Therefore, the Town bids this work through qualified area contractors.

The extent of the work is approximately as follows:

2,200 gallons of modified epoxy pavement markings at various locations throughout the Town of Parker. The project will have three (3) mobilizations. These quantities were used as a basis for the public bid process. This contract allows the Town an option to renew for two (2) additional one-year periods with price adjustment.

The Town publicly opened bids on February 3, 2021. Four (4) contractors submitted bids with RoadSafe Traffic Systems, Inc., being the lowest responsible bidder at \$185,475. RoadSafe has

completed prior pavement marking contracts for the Town with satisfactory results and as a subcontractor on various projects within the Town. Therefore, Town staff recommends award of this contract to RoadSafe Traffic Systems, Inc.

The bids the Town received were as follows:

RoadSafe Traffic Systems, Inc - \$185,475

American Striping Company - \$185,600

Colorado Barricade CO - \$200,000

Kolbe Striping - \$212,600

Engineer's Estimate: \$195,000

FINANCIAL IMPACT

Funding for the annual striping contract is part of the approved 2021 Budget under Traffic Services in the general fund (101-4312).

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.

PROCLAMATION

WHEREAS, YOGA is an ancient Hindu practice developed thousands of years ago in the Indian subcontinent for maintaining spiritual, mental, and physical wellbeing, and

WHEREAS, SURYA NAMASKARA, or Sun Salutation, is a traditional yogic practice combining a sequence of postures with breathing exercises; and

WHEREAS, HINDU SWAYAMSEVAK SANGH, or HSS, is a nonprofit charitable organization with over 235 branches in 173 cities and in 32 states, seven branches in the State of Colorado, including one branch in Parker; and

WHEREAS, through the state branches, HSS Conducts a Hindu values education program and community service activities such as food drive, providing PPE to first responders in several cities across the state, helping international students and interns in need, and collaborating with local our centers to help the communities; and

Whereas, HSS is organizing its annual Health for Humanity Yogathon to promote the spiritual, mental, and physical wellbeing of all members of the community; and

WHEREAS, YOGA enthusiasts, yoga studios, local schools, and other community organizations are participating in the HSS Health for Humanity Yogathon.

NOW, THEREFORE, I have hereunto set my hand this 16th day of February, 2021 in recognition of

Health for Humanity Yogathon

February 1 – February 19, 2021

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



Request for Town Council Action

Date: February 16, 2021

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **SALISBURY EQUESTRIAN PARK LOT 1- Site Plan Amendment**

Applicant:	Town of Parker
Location:	Generally located on the west side of Motsenbocker Road North of Hess Road
Department:	Community Development, BrieAnna Simon
TRAKiT No.:	SP20-028

EXECUTIVE SUMMARY

The applicant, the Town of Parker, has submitted a Site Plan Amendment application for Salisbury Equestrian Park to allow the addition of parking lot lighting at the Town-owned maintenance facility for improved employee and public safety. The maintenance facility is located at 12010 Motsenbocker Road within Salisbury Equestrian Park and is across the street from the Horseshoe Ridge and Salisbury Heights neighborhoods.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The applicant, the Town of Parker, has submitted a Site Plan Amendment for the Salisbury Equestrian Park that will allow the addition of parking lot lighting at the Town-owned maintenance facility. The lighting proposal would improve employee and public safety at the facility because it was originally developed more than 20 years ago without lighting. This causes a safety concern because the employees that work at this facility often arrive early in the morning before sunrise or leave at night when it's dark particularly during winter snow operations.

The proposed Site Plan Amendment has been designed with light poles having a 23-foot height to the luminaire(s) to match the adjacent building height. The project has been designed with perimeter lighting and meets the Town's lighting standards for height, shielding and brightness.

The proposed site plan has been developed jointly with multiple Town departments including Community Development, Engineering/Public Works and Parks and Recreation.

FINANCIAL IMPACT

Funded through Capital Improvement Program

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Project Narrative
3. Site Plan
4. Planning Commission Staff Report

RECOMMENDED MOTION

I move to approve, based on staff findings, the site plan amendment to Salisbury Equestrian Park Lot 1 for the addition of parking lot lighting.

Vicinity Map





Your kind of place.

April 7, 2020

Town of Parker
Planning Division
20120 Mainstreet
Parker, CO 80138

RE: Project Narrative

The Town has budgeted funds in 2020 to design some lighting for the employee parking lot at the Motsenbocker facility adjacent to Salisbury park facility. While this parking lot has existed for over 20-years, there has never been any lighting due to budget. The lack of lighting is a safety concern as employees that work from this facility often arrive prior to daylight or leave during the night particularly when the Town is conducting snow removal. While design is currently funded in 2020, construction would occur in 2021, if funded.

The light poles have been designed with a 23-foot luminaire mounting height to match the adjacent building height. The project has been designed with perimeter lighting versus cutting the parking lot and adding luminaires to the interior, which introduces the risk of backing into/hitting the luminaires.

The Town is requesting a three (3) year approval of the Site Plan Amendment. Given the uncertainty of future budgets, there may be a set-back in the budget process and it is in the Town's interest to have a contingency plan in place.



Planning Commission Staff Report

Planning Commission Date: 2/11/2021

Town Council Date: 2/16/2021

Hearing Type: Public Hearing
SALISBURY EQUESTRIAN PARK LOT 1 - Site Plan Amendment
TRAKiT No.: SP20-028

Location: 12010 Motsenbocker Road

Project Planner: BrieAnna Simon, Associate Planner

Applicant: Town of Parker

Executive Summary: The applicant, the Town of Parker, has submitted a Site Plan Amendment for the Salisbury Equestrian Park, which will allow the addition of parking lot lighting at the Town owned facility for increased safety. The site is generally located east of Motsenbocker Road and north of Hess Road with an address of 12010 Motsenbocker Road.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the site plan amendment to Salisbury Equestrian Park Lot 1 for the addition of parking lot lighting."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the site plan amendment to Salisbury Equestrian Park Lot 1 for the addition of parking lot lighting, subject to the following conditions:"

-List conditions (either by staff or Planning Commission)

"I move the Planning Commission recommend Town Council deny the site plan amendment to Salisbury Equestrian Park Lot 1 for the addition of parking lot lighting, as the request does not meet the following approval criteria:"

-List criteria not met (either by staff or Planning Commission)

“I move the Planning Commission move to continue the site plan amendment to Salisbury Equestrian Park Lot 1 for the addition of parking lot lighting to a future date.”

I. BACKGROUND/DISCUSSION

The applicant, the Town of Parker, has submitted a Site Plan Amendment for the Salisbury Equestrian Park, which will allow the addition of parking lot lighting at the Town owned facility. The proposed amendment seeks to improve both safety and operations of this Town of Parker facility. While this parking lot has existed for over 20-years, it was originally built with no lighting. The lack of lighting is a safety concern as employees that work from this facility often arrive prior to daylight or leave during the night particularly when the Town is conducting snow removal.

The proposed light poles have been designed with a 23-foot luminaire mounting height to match the adjacent building height. The project has been designed with perimeter lighting and meets Town of Parker lighting standards for shielding, brightness and uniformity ratios. The proposed site plan has been developed jointly with a number of Town departments including Community Development and Public Works.



II. PRIOR ACTIONS

Date	Action
5/9/1996	Public Works Administrative Building
7/16/2007	Maintenance Facility Improvements including new material & equipment storage bins and a tank containment facility
2/4/2010	Addition of a 10x12 Greenhouse
3/19/2018	PWSD Bulk Water Station

III. CURRENT SITE DATA

Existing Zoning	Public Facilities District		
Overlay District	N/A		
PD & Plan Area	N/A		
Master Plan Area	Medium Density Residential		
Site Acreage	91.94		
Subdivision	Salisbury Equestrian Park		
Existing Use	Public Facility		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	Public Facilities District	Undeveloped
South	Medium Density Residential	Douglas County Zoning	Single-Family Residential
East	Medium Density Residential	Public Facilities District	Existing Salisbury Equestrian Park
West	Medium Density Residential	PD - Planned Development	Single-Family Residential

IV. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	25 feet to adjacent residential districts	Setbacks are not being altered with this application.	☐ Consistent ☐ Inconsistent ☒ N/A
Density	Density is not a component of this application.		☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	No building modifications are included in this proposal that affect height.		☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	No minimum or maximum lot size.		☐ Consistent ☐ Inconsistent ☒ N/A
Lot Coverage	Lot coverage alterations are not a component of this application.		☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	Landscaping is not being altered with this application.	☒ Consistent ☐ Inconsistent ☐ N/A

Off-Street Parking	Title 13.06.050	Parking is not being altered with this application.	☒ Consistent ☐ Inconsistent ☐ N/A
Miscellaneous	Title 13.10.140	The new lighting elements will meet the lighting code.	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	The proposed changes being proposed meet the requirements of the Land Development Ordinance.		

V. DESIGN REVIEW

The applicable sections of the Commercial, Industrial & Multifamily Design Guidelines emphasize sensitivity to adjacent uses and creative place making design as well as providing a safe and efficient pedestrian and vehicular network. This proposal meets the criteria and is consistent with the Commercial, Industrial & Multifamily Design Standards.

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Access for the site is from Motsenbocker Road. There are no alterations being proposed to the site access with this application.

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	Approved
Parker Fire & Life Safety	Approved
Public Service Company of Colorado	No Conflict
Parker Water and Sanitation	Approved
Cherry Creek Basin Water Quality Authority	Approved
IREA	Approved
CenturyLink	No Comment
Comcast	No Comment

VIII. CONCLUSION

This project addresses a number of issues on the current site, both functional and for safety. Modifications to the site are in compliance with the Land Development Ordinance and the Development Design Standards. This application will enhance the current amenities of the town owned facility. Staff supports the proposal.

IX. ATTACHMENTS

1. Applicant's Narrative
2. Site Development Plan

Report Approved By: Bryce Matthews, Planning Manager



Request for Town Council Action

Date: February 16, 2021

Submitted By: Jamie Wynn, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.136.4 - Second Reading (To be continued to March 15, 2021)**
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

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 continue Ordinance No. 9.136.4 to March 15, 2021, for second reading

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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Addendum to be effective as of the most recent date set forth below.

Public Agency: Town of Parker

By: _____
Jeff Toborg, Mayor
_____, 2021 (Date)

ATTEST:

Carol Baumgartner, Town Clerk

**Venture Technologies, Inc., dba ConvergeOne,
Inc.**

By: _____
_____(Name)
_____(Title)
_____(Date)

ATTEST:

_____(Name)
_____(Title)

**Authority: DOUGLAS COUNTY
EMERGENCY TELEPHONE SERVICE
AUTHORITY**

By: _____
Tim Gorman, President
_____, 2021 (Date)

ATTEST:

_____(Title)



Request for Town Council Action

Date: February 16, 2021

Submitted By: Dennis Trapp, Projects Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.329 - Second 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

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 second reading.

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

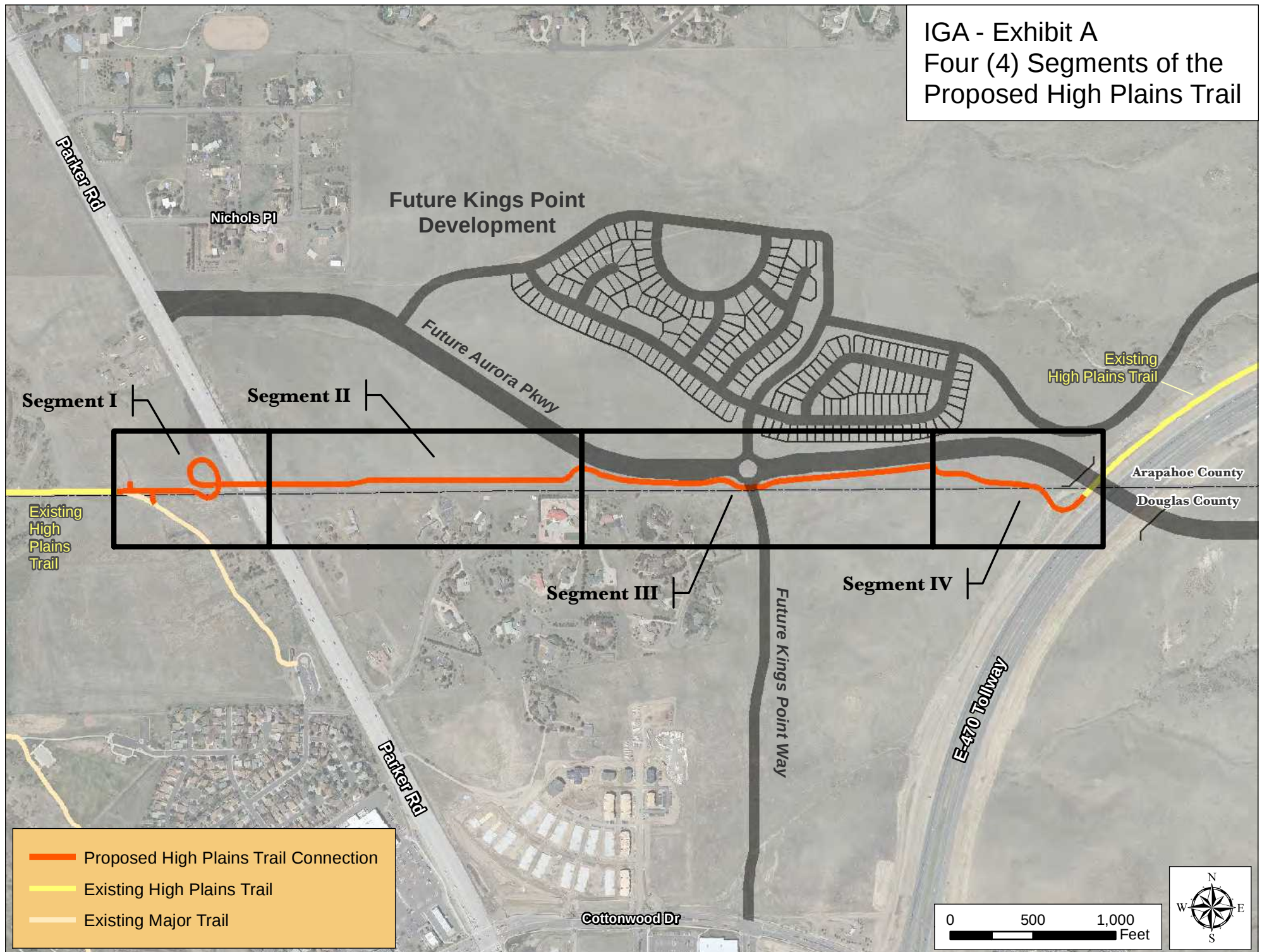
_____,
Clerk to the Board

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 16, 2021

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.550 - Second 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

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 hand turn 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

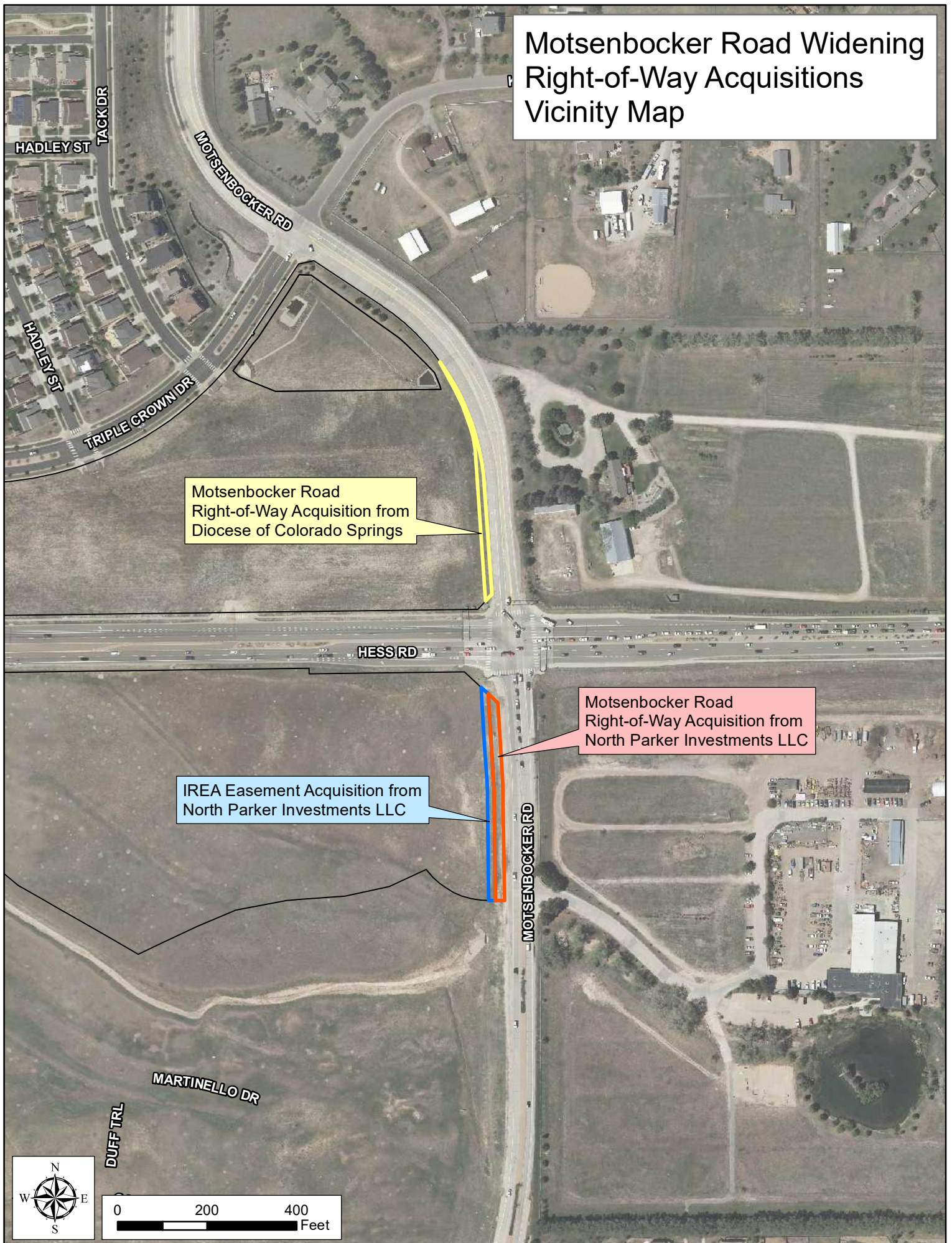
ATTACHMENTS

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 second reading.

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".

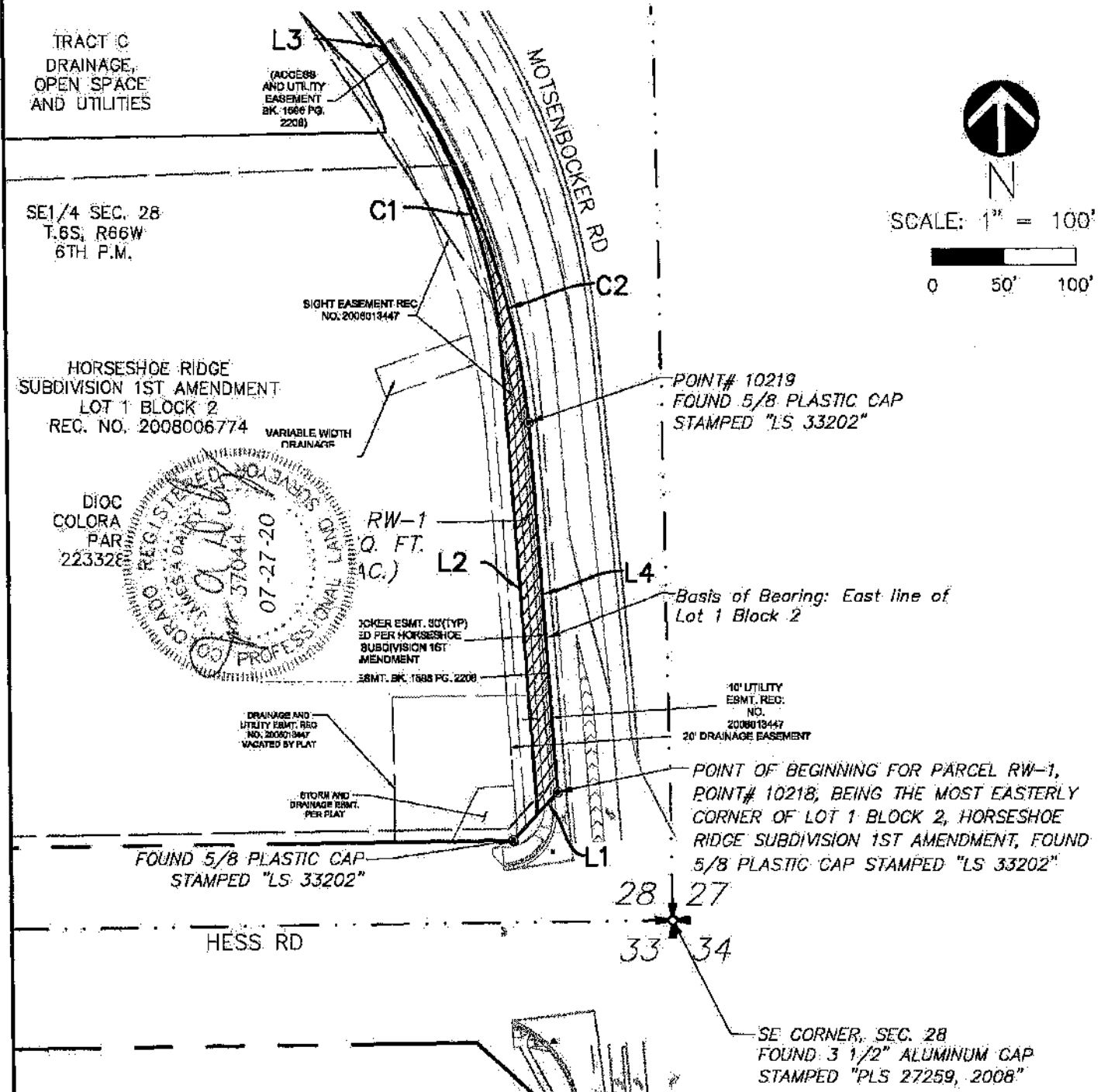
Prepared By:
James A. Daley, PLS 37044
For and on behalf of David Evans and Associates, Inc.
1600 Broadway Denver, CO 80202



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

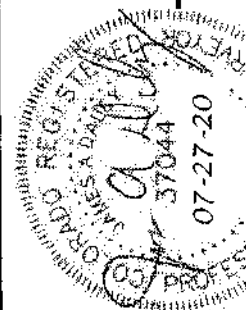
PROJECT NO. TOPA00000014	SHEET NO. SHEET 1 OF 2
FILE NAME TOPA00000014-RW-1.DWG	DRAWN BY: RLSA
DATE 07/23/2020	CHECKED BY: JADA
SCALE: 1" = 100'	PROJECT MANAGER: JADA

**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 Mottsenbocker 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 Mottsenbocker Road, North 00° 07' 15" West, a distance of 218.18 feet to a point of curve;

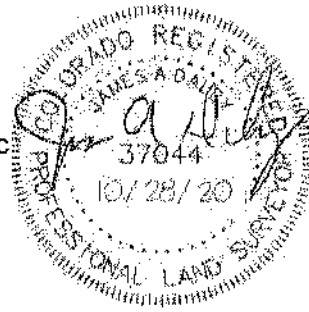
Thence continuing on said parallel line, along a curve to the left, having a radius of 740.00 feet, a central angle of 03°46'16", an arc length of 48.71 feet, and a chord which bears North 02° 00' 23" West a distance of 48.70 feet;

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

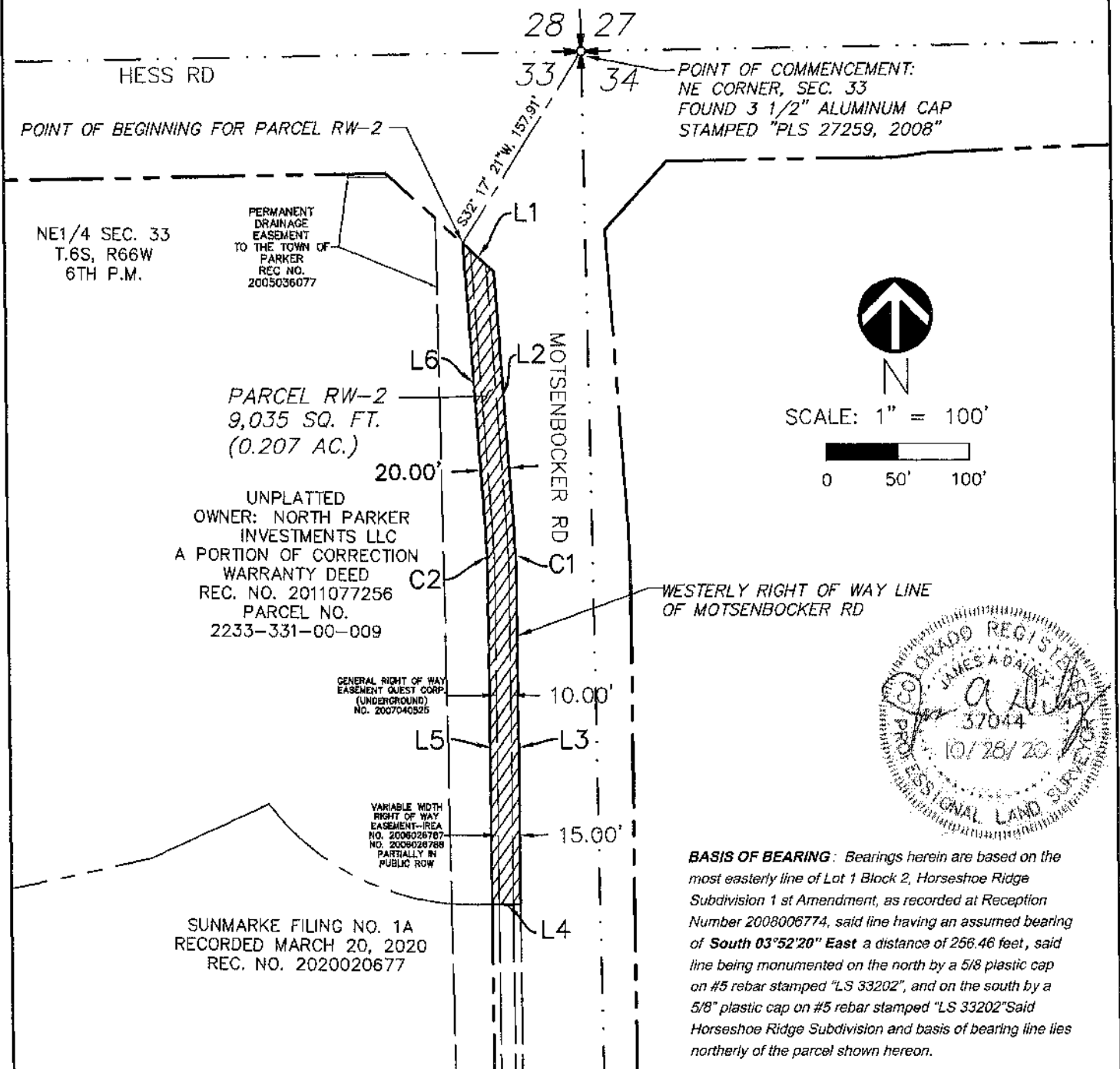


DAVID EVANS
AND ASSOCIATES INC.

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

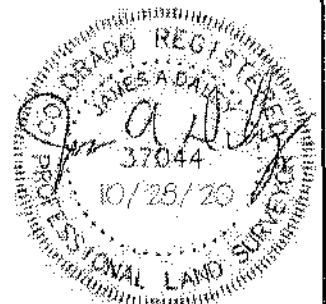
**HESS AND MOTSENBOCKER
INTERSECTION
RIGHT OF WAY EXHIBIT**

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 16, 2021

Submitted By: Stacey Nerger, Senior Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-008**
A Resolution Finding Substantial Compliance of the Lincoln Professional Park Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on April 5, 2021, for the Purpose of Considering Said Annexation
Department: Community Development, Stacey Nerger

EXECUTIVE SUMMARY

The applicant, Plaza Street Partners, LLC, proposes to annex and commercially zone an approximately 4.4 acre property that is currently located in Douglas County into the Town of Parker. The purpose of this resolution is to set a Public Hearing date to consider the annexation of the Lincoln Professional Park property on April 5, 2021.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Lincoln Professional Park Property is located at the southeastern corner of the intersection of Lincoln Avenue and Dransfeldt Road. This property is approximately 4.4 acres in size and is undeveloped, except for several dilapidated agricultural buildings. The adjacent properties and the surrounding area are located in the the Town of Parker. The applicant proposes concurrent annexation and rezoning as required by the Town Land Development Ordinance and the Town Charter. The proposed rezoning to C-Commercial will permit future commercial development including retail, service and restaurant uses.

The Annexation Petition was submitted in accordance with the provisions of the Municipal Annexation Act of 1965, Title 31, Article 12, Part 1, C.R.S., for the annexation of the unincorporated area into the Town of Parker as described in the annexation petition submitted to the Town by Plaza Street Partners, LLC (the "Annexation Petition"). The Town Clerk, as provided by C.R.S. § 31-12-107(1)(f), referred the Annexation Petition to the Town Council as a communication. The Town Council, as provided by C.R.S. § 31-12-107(1)(f), is required, without undue delay, to take appropriate steps to determine if the Annexation Petition is in substantial compliance with C.R.S. § 31-12-107(1). Additionally, under Section 13.04.250(c) of

the Parker Municipal Code, the Town Council may determine:

1. That the Annexation Petition substantially complies with the requirements of C.R.S. § 31-12-107(1)(a), which will require that the Town Council establish by resolution the date, time and place that the Town Council will hold the public hearing not less than thirty (30) days nor more than sixty (60) days after the resolution setting the public hearing, unless otherwise required by state law; or
2. That the Annexation Petition does not substantially comply with the requirements of C.R.S. § 31-12-107(1)(a), which will require no further action; or
3. Table any action on the Annexation Petition for a period of time not to exceed one hundred eighty (180) days.

The Lincoln Professional Park property, the subject of the Annexation Petition, is located within the Town's Planning Area, is identified in the 2020 Three-Mile Plan and is recommended for future annexation in the Parker 2035 Master Plan. Our review of the submitted Annexation Map indicates that the subject property appears to satisfy the contiguity requirement of C.R.S. § 31-12-104(a). As a result, the Town may process the Annexation Petition and the Town Council may hear and consider the annexation request at a future date.

The proposed Resolution No. 21-008, Series of 2021, if adopted by Town Council, would determine that the Annexation Petition substantially complies with the requirements of C.R.S. § 31-12-107(1)(a) and would set a public hearing for April 5, 2021 on the eligibility of the subject property described in the Annexation Petition to be annexed into the Town, as provided by State law.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Resolution 21-008
2. VicinityMap
3. Annexation Petition

RECOMMENDED MOTION

I move to approve Resolution No. 21-008.

RESOLUTION NO. 21-008, Series of 2021

TITLE: A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF THE LINCOLN PROFESSIONAL PARK PROPERTY'S ANNEXATION PETITION WITH C.R.S. § 31-12-107 AND SETTING A PUBLIC HEARING ON APRIL 5, 2021, FOR THE PURPOSE OF CONSIDERING SAID ANNEXATION

WHEREAS, the Petitioner owns certain real property in Douglas County commonly known as the Lincoln Professional Park Property, which is described on attached **Exhibit A** (the "Real Property");

WHEREAS, the Petitioner submitted to the Town a Petition for Annexation (the "Annexation Petition") concerning the Real Property;

WHEREAS, pursuant to C.R.S. § 31-12-107, this Town Council, sitting as the governing body of the Town, shall determine whether the Annexation Petition is in substantial compliance with the requirements of C.R.S. § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado (the "Town"), has satisfied itself concerning the compliance for the Annexation Petition with the requirements of C.R.S. § 31-12-107(1) and must now proceed to consider the proposed annexation of the Real Property to and by the Town.

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

Section 1. The Annexation Petition for the proposed annexation of the Real Property into the Town substantially complies with the requirements of C.R.S. § 31-12-107(1).

Section 2. A public hearing on the eligibility of the Real Property to be annexed into the Town will be conducted on April 5, 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 Colorado Revised Statutes, 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 A

Legal Description

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 83°44'03" EAST, A DISTANCE OF 846.76 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LINCOLN AVENUE AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89°29'00" EAST, A DISTANCE OF 371.25 FEET;

THENCE SOUTH 02°18'01" EAST, A DISTANCE OF 467.18 FEET TO A POINT ON THE NORTH LINE OF LOT 1, E.T. TECHNOLOGIES INC., RECORDED AT RECEPTION NO. 2002093991;

THENCE SOUTH 84°51'34" WEST ALONG SAID NORTH LINE, A DISTANCE OF 395.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DRANSFELDT ROAD DEEDED BY RECEPTION NO. 2002088425 AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

- 1) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 25.79 FEET, SAID CURVE HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 02°14'19", AND A CHORD WHICH BEARS NORTH 02°20'42" WEST A CHORD DISTANCE OF 25.79 FEET;
- 2) NORTH 01°13'32" WEST, A DISTANCE OF 165.71 FEET TO A POINT OF CURVATURE;
- 3) ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 43.04 FEET, SAID CURVE HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 03°19'57", AND A CHORD WHICH BEARS NORTH 02°53'30" WEST A CHORD DISTANCE OF 43.03 FEET;
- 4) NORTH 04°33'29" WEST, A DISTANCE OF 217.83 FEET TO A POINT OF CURVATURE;
- 5) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 49.23 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 94°01'51", AND A CHORD WHICH BEARS NORTH 42°27'27" EAST A CHORD DISTANCE OF 43.89 FEET;
- 6) NORTH 04°33'21" WEST, A DISTANCE OF 15.04 FEET TO THE POINT OF BEGINNING.

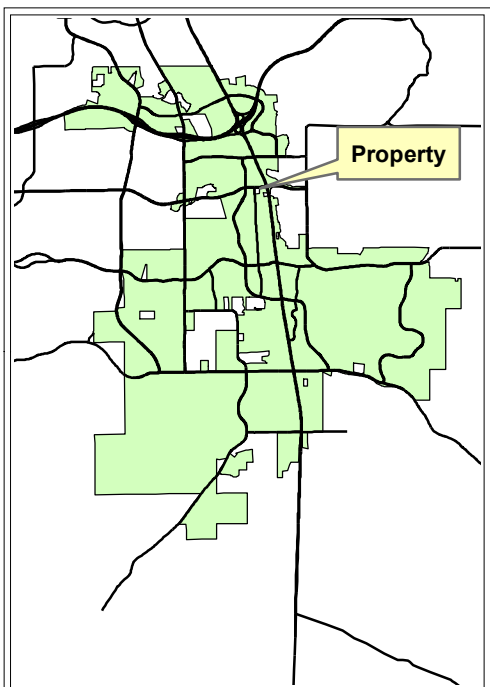
SAID PARCEL CONTAINS 190,643 SQUARE FEET OR 4.38 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH 89°29'00" WEST.

Lincoln Professional Park

Annexation

Annexation
Case No. ANX20-006



Legend

 Site

 Roads

Narrative:
Proposed annexation of approximately 4.5 acres from Dougals County into the Town of Parker.

Planner: Stacey Nerger
Hearing Schedules:

Town Council:
February 16, 2021



Petition for Annexation

**TO: THE TOWN COUNCIL OF THE
TOWN OF PARKER, COLORADO**

*20120 East Mainstreet
Parker, CO 80138*

RE: PROPERTY KNOWN AS:

11964 Dransfeldt Road
Parker, Colorado 80134

The undersigned landowners, in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petition the Town Council for annexation to the Town of Parker the following described unincorporated area situate and being in the County of Douglas, State of Colorado, to-wit:

*(See **Exhibit A** attached hereto and incorporated herein by this reference.)*

Your Petitioners further state as follows:

1. That it is desirable and necessary that such area be annexed to the Town of Parker, Colorado.
2. That the area sought to be annexed meets the requirements of Sections 31-12-104 and 105, as amended, of the Municipal Annexation Act of 1965, in that:
 - a. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed will be contiguous with the existing boundaries of the Town of Parker, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Parker, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future and said area is integrated or is capable of being integrated with the Town of Parker, Colorado.
 - d. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.
 - ii. Comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars (\$200,000) for ad valorem tax purposes for the year next preceding the annexation is included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - e. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.
 - f. The annexation of the area proposed to be annexed will not result in the detachment of area from any school district and the attachment of same to another school district.
 - g. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Parker more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.
 - h. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.
 - i. Reasonable access shall not be denied to landowners, owners of easements, or the owners of franchises adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town of Parker.
3. That attached hereto and incorporated herein by reference are four (4) prints of the annexation map, containing the following information:
 - a. A written legal description of the boundaries of the area proposed to be annexed.
 - b. A map showing the boundary of the area proposed to be annexed.

Petition for Annexation

- c. Within the annexation boundary map, a showing of the location of each ownership tract of unplatted land and, with respect to any area which is platted, the boundaries and the plat numbers of plots or lots and blocks.
 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Parker and the contiguous boundary of any other municipality abutting the area proposed to be annexed.
4. That the Petitioners are the landowners of more than fifty percent (50%) of the area sought to be annexed, exclusive of streets and alleys.
5. That all of the Petitioners signed this Petition for Annexation no more than one hundred eighty (180) days prior to the date of the filing of this Petition for Annexation.
6. That this Petition for Annexation satisfies the requirements of Article II, Section 30 of the Constitution of Colorado in that it is signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed who own more than fifty percent (50%) of said area, excluding public streets and alleys and any land owned by the Town of Parker.
7. That upon the annexation ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town of Parker, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.
8. Petitioners understand that the Town of Parker does not provide municipal water and sewer service, and connection to water and sewer requires inclusion into the Parker or Cottonwood Water and Sanitation District.
9. No vested rights to use or to develop the property in any particular way, as defined in Section 24-68-101 et seq., C.R.S., have been acquired by Petitioners from any governmental entity. Petitioners waive any vested land use rights attached to any or all of the property.
10. The Petitioners acknowledge that upon annexation of the property to the Town, the property, the owners thereof, and uses thereon will be subject to all taxes and fees imposed by the Town. The property, the owners thereof, and the uses thereon are also bound by any voter authorization under Art. X, §20 of the Colorado Constitution adopted prior to annexation of the property. The Petitioners waive any claims they may have under Art. X, §20 of the Colorado Constitution related to such taxes and fees.
11. The Petitioners reserve the sole, exclusive and unilateral right to withdraw this Petition by so notifying the Clerk of the Town in writing at any point prior to the later to occur of:
 - a. The final, non appealable approval of the final ordinance(s), resolutions and/or other final action(s) granting the zoning of the property, execution of the annexation agreement, and, if required, an update to the Town's three mile plan; or
 - b. Final, non appealable resolution of any legal challenge or other action that directly or indirectly challenges the Town's annexation of the property or the Town's granting of the approvals set forth in Section 11(a) or any petition for a referendum seeking to reverse or nullify any of the approvals set forth in Section 11(a).

Therefore, your Petitioners respectfully request that the Town Council of the Town of Parker, Colorado, approve the annexation of the area proposed to be annexed.

Whenever from the context it appears appropriate, each term stated in either the singular or plural will include the other, and pronouns stated in either the masculine, feminine or the neuter gender will include each of the other genders.

Respectfully submitted this _____ day of _____, 2020.

Petition for Annexation

Signatures of Landowner/Petitioner:

THE LEILA MAY PEASLEE RESIDUARY
TRUST

By: 

Title: Steven Sawyer, Trustee

Date of Signature: 10/27/2020

Mailing Address: 32322 Lavender Cove
Bulverde, TX 78163

Resident of the Property? NO

Signatures of Landowner/Petitioner:

HOWARD R PEASLEE, an Individual

By: 

Date of Signature: 10/28/2020

Mailing Address: 426 Freemont Drive
Lawrence, KS 66049

Resident of the Property? NO

EXHIBIT A **TO PETITION FOR ANNEXATION**

Legal Description of the Property

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15;
THENCE SOUTH 83°44'03" EAST, A DISTANCE OF 846.76 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LINCOLN AVENUE AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89°29'00" EAST, A DISTANCE OF 371.25 FEET;
THENCE SOUTH 02°18'01" EAST, A DISTANCE OF 467.18 FEET TO A POINT ON THE NORTH LINE OF LOT 1, E.T. TECHNOLOGIES INC., RECORDED AT RECEPTION NO. 2002093991;

THENCE SOUTH 84°51'34" WEST ALONG SAID NORTH LINE, A DISTANCE OF 395.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DRANSFELDT ROAD DEEDED BY RECEPTION NO. 2002088425 AND A POINT OF NON-TANGENT CURVATURE;
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- 2) NORTH 01°13'32" WEST, A DISTANCE OF 165.71 FEET TO A POINT OF CURVATURE;
- 3) ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 43.04 FEET, SAID CURVE HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 03°19'57", AND A CHORD WHICH BEARS NORTH 02°53'30" WEST A CHORD DISTANCE OF 43.03 FEET;
- 4) NORTH 04°33'29" WEST, A DISTANCE OF 217.83 FEET TO A POINT OF CURVATURE;
- 5) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 49.23 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 94°01'51", AND A CHORD WHICH BEARS NORTH 42°27'27" EAST A CHORD DISTANCE OF 43.89 FEET;
- 6) NORTH 04°33'21" WEST, A DISTANCE OF 15.04 FEET TO THE POINT OF BEGINNING.

Petition for Annexation

SAID PARCEL CONTAINS 190,643 SQUARE FEET OR 4.38 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH 89°29'00" WEST.

Petition for Annexation

Affidavit of Circulator

The undersigned, being of lawful age, who being first duly sworn upon oath deposes and says:

That (s)he was the circulator of the foregoing Petition for Annexation of lands to the Town of Parker, consisting of 5 pages, excluding the page(s) of this Affidavit, and that the signature of the petitioners thereon was witnessed by the circulator and is the true and original signature of the person whose name it purports to be, and that the date of such signature is correct.

Circulator

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing AFFIDAVIT OF CIRCULATOR was subscribed and sworn to before me this _____ day of _____, 2020, by _____.

Witness my hand and official seal.

My commission expires:

Notary Public



Request for Town Council Action

Date: February 16, 2021

Submitted By: Carrie Glassburn, Assistant Cultural Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-010**
A Resolution to Determine, Upon Recommendation of the Town Administrator, that the Public Interest Will Be Served by a Select Source Contract Concerning the PACE Mainstage Theatre Rigging System Renovation Project

Department: Cultural, Carrie Glassburn

EXECUTIVE SUMMARY

The Rigging System at the PACE Center needs to be renovated. This primary system is the backbone of our theater's technical infrastructure, and it requires a very specialized company to manufacture and install a replacement. The PACE Center staff is requesting that Barbizon be approved as the select source vendor for this project, based on their experience, relationships with the manufacturer, and knowledge of the rigging system and our specific theater space.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

During the January 25th Study Session, information was presented to Council regarding the justification for a select source resolution for a vendor to perform imperative work on the Rigging System at the PACE Center.

1. Barbizon originally installed the rigging system and regularly maintains the system making them intimately experienced in all of its aspects.
2. Barbizon is the world's largest installer of the system we will be replacing, and is able to negotiate the best possible price for us as well as work within our timeline.
3. Because Barbizon is one of the few companies with this type of expertise, it is highly likely that any other company that bids on the project would end up sub-contracting with Barbizon to do the work.
4. The PACE Center has scheduled a shut-down of the theater in August of 2021. Bidding out the project through an RFP process will delay the project and require the cancellation of shows scheduled for the fall of 2021.

FINANCIAL IMPACT

If Barbizon is approved as a Select Source vendor, they will be able to complete this rigging replacement project at or below the approved budget and in the time period currently blocked out in our presenting schedule. If this project is required to go to bid, it would likely increase the cost of the project significantly as well as push back the timeline, negatively affecting our show schedule and our ticket revenue.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Resolution No. 21-010

RECOMMENDED MOTION

I move to approve Resolution No.21-001

RESOLUTION NO. 21-010, Series of 2021

TITLE: A RESOLUTION TO DETERMINE, UPON RECOMMENDATION OF THE TOWN ADMINISTRATOR, THAT THE PUBLIC INTEREST WILL BE SERVED BY A SELECT SOURCE CONTRACT CONCERNING THE PACE MAINSTAGE THEATRE RIGGING SYSTEM RENOVATION PROJECT

WHEREAS, on April 5, 2005, the voters of the Town of Parker approved an amendment to Section 15.8 of the Town of Parker Home Rule Charter (the "Amendment");

WHEREAS, the Amendment allows the Town Council to award contracts for the construction of public works in the manner established by ordinance;

WHEREAS, on April 18, 2005, the Town Council, pursuant to the Amendment, established by ordinance the procedure for awarding contracts for the construction of public works (the "Public Works Ordinance");

WHEREAS the Public Works Ordinance provides that public works projects in excess of \$100,000 shall be by bid "unless the Town Council determines, upon recommendation of the Town Administrator, that the public interest will be best served by competitive proposal or by negotiating a contract with a single contractor;"

WHEREAS, the Town Administrator recommends that the public interest will be best served by negotiating a contract with a single contractor for the construction of the PACE Mainstage Theatre Rigging System Renovation project; and

WHEREAS, the Town Council of the Town of Parker believes that the public interest will be best served by negotiating a contract with a single contractor for the construction of the PACE Mainstage Theatre Rigging System Renovation project.

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

Section 1. The Town Council determines, upon recommendation of the Town Administrator, that the public interest will be best served by negotiating a contract with a single contractor to complete the work, as provided by Chapter 11.13 of the Parker Municipal Code, as amended, for the construction of the PACE Mainstage Theatre Rigging System Renovation project.

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 16, 2021

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-013**
A Resolution Accepting the Conveyance of a Drainage Easement from Vertical Bridge CC AM, LLC, Formerly Known as IHeartmedia Tower Co. I (AM), LLC, for the Northeast Quarter, Northwest Quarter of Section 27, Township 6 South, Range 66 West, of the 6th Principal Meridian

Department: **Engineering and Public Works, Michael Grabczyk**

EXECUTIVE SUMMARY

This item accompanies a resolution proposing to accept a permanent drainage easement over Cherry Creek within a private parcel located at 10000 South Parker Road, commonly referred to as the KOA Tower Property. This easement is to be utilized by the Town for grading and stabilization measures necessary to tie-in proposed project improvements located upstream of the easement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Mile High Flood District, in conjunction with the Town, is currently constructing stabilization improvements to a stretch of Cherry Creek adjacent to the McCabe Meadows trailhead and upstream of the KOA Tower Property. This project is a part of the Town's efforts to identify, analyze, and stabilize degraded reaches of Cherry Creek throughout the Town, with the goals of improving flood conveyance, water quality, wildlife habitat, and human connection to the corridor.

This project will stabilize this reach of Cherry Creek through minor stream realignments, the addition of rock armoring, placement of select vegetation, and flattening steep banks in the area. These improvements are also anticipated to provide further protection to park land property and structures, preserve existing trees and vegetation, and reduce the potential sediment load to the Cherry Creek Reservoir.

At the project's downstream termination point, which is the property line between the Town's parcel and the KOA Tower Property, the existing channel alignment will require the District to perform grading and stabilization work on a small area of the KOA Tower Property. This proposed easement is necessary to allow the District's contractor to perform work in this area.

Because the District does not accept easements, the local jurisdiction (the Town) must be the grantee of this easement.

FINANCIAL IMPACT

This proposed permanent drainage easement is to be granted by the Property Owner at no cost to the Town. The stabilization grading and improvements proposed within this easement were accounted for within the original project budget appropriated by Town Council in 2020 and no budget amendments are required for this work. The stream improvements will be the maintenance responsibility of the Town in partnership with the Mile High Flood District.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 21-013
2. Vicinity Map

RECOMMENDED MOTION

I move to approve Resolution No. 21-013.

RESOLUTION NO. 21-013, Series of 2021

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM VERTICAL BRIDGE CC AM, LLC, FORMERLY KNOWN AS IHEARTMEDIA TOWER CO. I (AM), LLC, FOR THE NORTHEAST QUARTER, NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of constructing, reconstructing, maintaining and operating a drainage pipe and appurtenant drainage facilities;

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of constructing, reconstructing, maintaining and operating a drainage pipe and appurtenant drainage facilities from Vertical Bridge CC AM, LLC, formerly known as IHeartMedia Tower Co. I (AM), LLC, for the Northeast Quarter, Northwest Quarter of Section 27, Township 6 South, Range 66 West, of the 6th Principal Meridian, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2021, by Vertical Bridge CC AM, LLC, a Delaware limited liability company, formerly known as IHeartMedia Tower Co. I (AM), LLC, having an address at 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

WHEREAS, Grantee desires to acquire an easement for the purpose of constructing, reconstructing, maintaining and operating a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference;

WHEREAS, Grantor operates one or more communications towers and related systems and equipment, including, but not limited to, equipment above ground or underground, such as a network of underground cable and wires (referred to as the "Radials") (collectively the "Communications Property") located in and on a portion of Grantor's property, which must be protected from damage, which towers are leased to broadcasting companies, wireless communications companies, similar users, or their licensees; and

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

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

1. Grant of Easement. Subject to the restrictions and requirements set forth in this Easement Agreement, Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of constructing, reconstructing, maintaining and operating the Drainage Facilities. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of Drainage Facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, but except for components of Grantor's Communications Property, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks.

2. Construction Restrictions.

a. Any party undertaking construction on the Easement Property will at all times take any and all safety measures reasonably required to protect itself, its employees or contractors, and all

of the other parties, from injury or damage caused by or resulting from the performance of its construction. Among other things, no activity involving any equipment which will operate or extend over forty feet (40') in height from ground level, including, without limitation, cranes, may be conducted.

b. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

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

4. Construction, Reconstruction, Operation and Maintenance. The construction, reconstruction, operation and maintenance of the Drainage Facilities located within the Easement Property shall be the responsibility of the Grantee at no cost to the Grantor. Grantee shall further cause any contractor that it hires to perform work on the Easement Property to have property and liability insurance in the amounts of not less than One Million Dollars naming Grantors as additional insured, and the Town shall also name the Grantor as an additional insured as it relates to the Town's construction, reconstruction, operation and maintenance of the Drainage Facilities on the Easement Property.

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

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

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

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

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

8. Miscellaneous.

a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

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

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

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

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

GRANTOR: VERTICAL BRIDGE CC AM, LLC, a Delaware limited liability company, formerly known as IHeartMedia Tower Co. I (AM), LLC

By: _____

(Please print name and title↑)

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as _____ of Vertical Bridge CC AM, LLC, a Delaware limited liability company, formerly known as IHeartMedia Tower Co. I (AM), LLC.

My commission expires: _____

(S E A L)

Notary Public

GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL THAT CERTAIN PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2015022961 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 27, WHENCE THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 BEARS SOUTH 89°33'16" WEST, A DISTANCE OF 1,325.98 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 04°29'51" WEST, A DISTANCE OF 904.94 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 44°35'40" WEST, A DISTANCE OF 513.85 FEET;

THENCE NORTH 45°24'09" WEST, A DISTANCE OF 127.61 FEET;

THENCE NORTH 00°46'14" EAST, A DISTANCE OF 314.71 FEET;

THENCE NORTH 63°39'10" EAST, A DISTANCE OF 56.21 FEET;

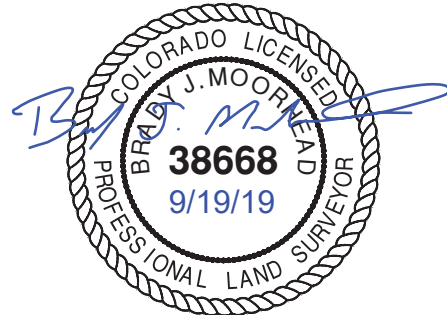
THENCE NORTH 40°39'20" EAST, A DISTANCE OF 112.53 FEET;

THENCE SOUTH 48°55'36" EAST, A DISTANCE OF 283.09 FEET;

THENCE NORTH 71°18'53" EAST, A DISTANCE OF 116.44 FEET TO THE **POINT OF BEGINNING**.

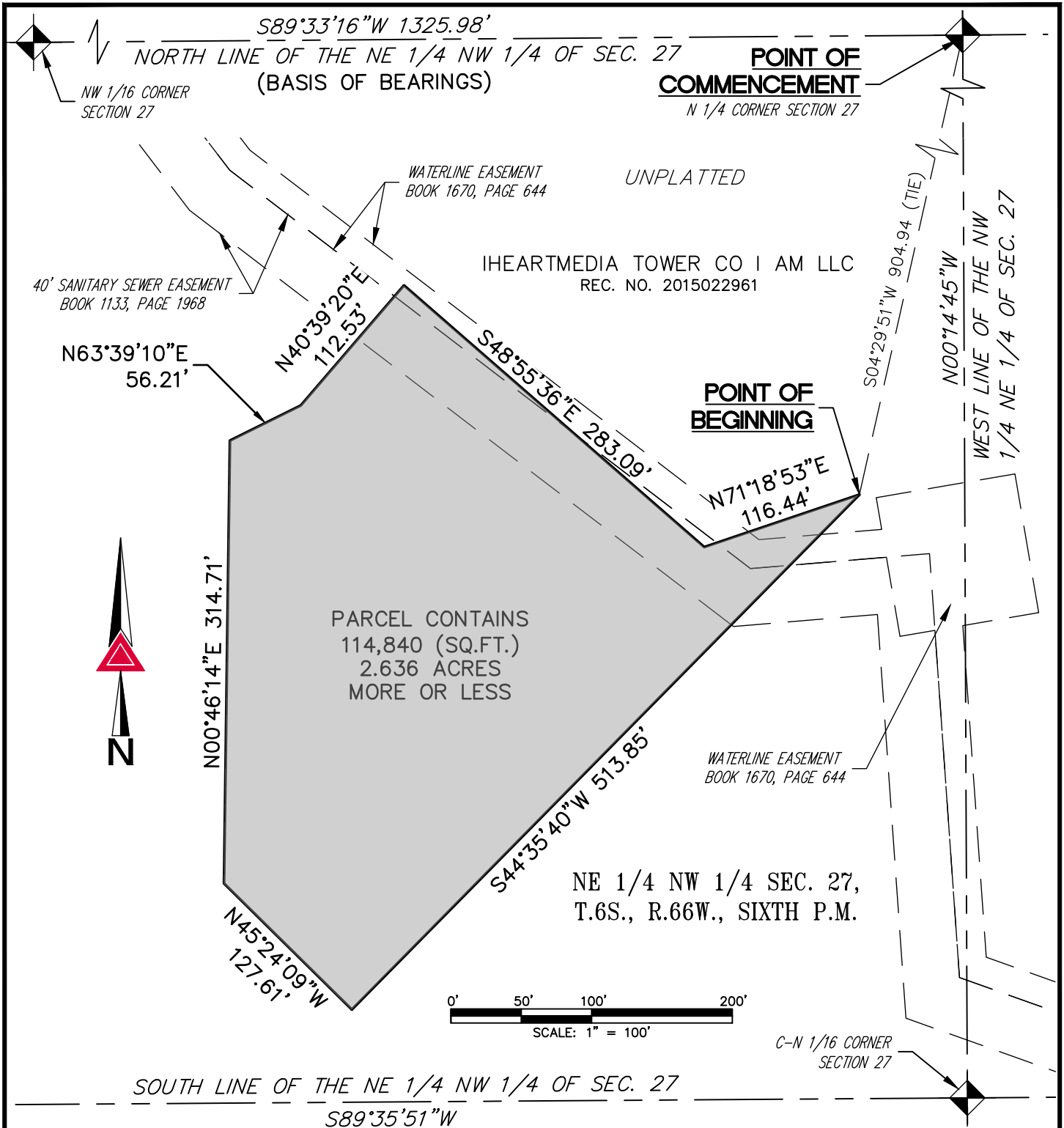
CONTAINING AN AREA OF 2.636 ACRES, (114,840 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



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

PATH: Q:\19819-03\Dwg\EXHIBITS
 DWG NAME: Easement No.1.dwg
 DWG: YM CHK: JRW
 DATE: 9/19/2019
 SCALE: 1" = 100'



AZTEC
 CONSULTANTS, INC.

300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
www.aztecconsultants.com

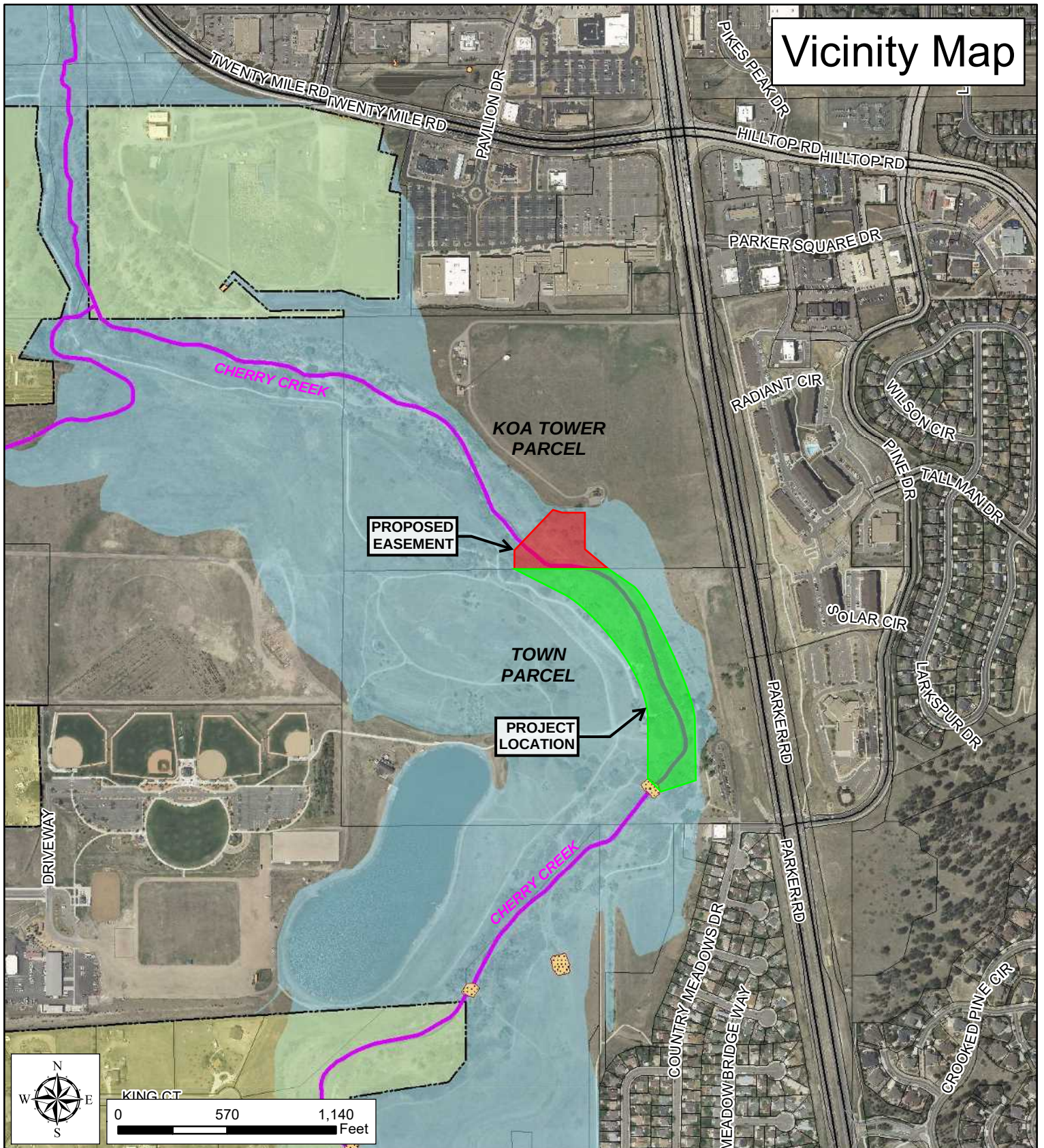
EASEMENT NO.1

NE 1/4 NW 1/4 SEC. 27, T6S, R66W, 6TH P.M.
 DOUGLAS COUNTY, COLORADO

JOB NUMBER 19819-03

2 OF 2 SHEETS

Vicinity Map



Stormwater

- | | | |
|---------------------|------------------------------|----------------------------|
| Inlet | Storm Pipe | Drop or Check |
| Inlet - by Others | Storm Pipe - by Others | Drop or Check - by Others |
| Outfall | Culvert | Streams |
| Outfall - by Others | Culvert - by Others | Pond |
| Manhole | Channel or Swale | Pond - by Others |
| Manhole - by Others | Channel or Swale - by Others | Retention Pond |
| | | Retention Pond - by Others |

Other Features

- | |
|----------------------------|
| Floodway |
| 100 Year Floodplain |
| Riparian Conservation Zone |
| Maintenance Regions |
| Town Boundary |

* Layers displayed in the map image are dependent on active layers at the time of print and may not reflect all layers shown in this legend.