TOWN OF PARKER COUNCIL AGENDA
January 7, 2019

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

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

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

1. **TOWN COUNCIL MEETING SCHEDULE**

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

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

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

2. **SPECIAL PRESENTATIONS**

   - **Mayor for the Day - Mary Joyce Landry**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

4. **DOWNTOWN BUSINESS ALLIANCE UPDATES**

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

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

7. **CONSENT AGENDA**

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

   A. APPROVAL OF MINUTES - December 17, 2018

B. ORDINANCE NO. 1.526 - First Reading
A Bill for an Ordinance Conveying Certain Real Property by Easement to the Parker Water and Sanitation District for the Installation of Water and Sewer Pipeline on a Portion of Lot 1B, Mainstreet Center, 1st Amendment

Department: Engineering and Public Works, Alex Mestdagh
Second Reading: January 22, 2019

C. ORDINANCE NO. 9.284 - First Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the City of Aurora and the Town of Parker Regarding the Design, Construction, Ownership and Maintenance of Kings Point Way

Department: Engineering and Public Works, Chris Hudson
Second Reading: January 22, 2019

D. RESOLUTION NO. 19-001
A Resolution to Amend Resolution No. 18-001 Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law

Department: Town Attorney, Jim Maloney

E. RESOLUTION NO. 19-002
A Resolution Accepting the Conveyance of a Drainage Easement From Edukids Investments LLC, for a Portion of Lot 3, Rampart Station Filing No. 2, 1st Amendment

Department: Engineering and Public Works, Tyler Sandt

F. RESOLUTION NO. 19-003
A Resolution Accepting the Conveyance of a Drainage Easement from Pine Bluffs Investors, LLC, for a Portion of Lot 1, Pine Bluffs Filing No. 4, Amendment No. 1

Department: Engineering and Public Works, Tyler Sandt

G. RESOLUTION NO. 19-004
A Resolution Accepting the Conveyance of Real Property From Meritage Homes of Colorado, Inc. (Slope Easement) for a Portion of Tract F, Olde Town at Parker Filing 1B

Department: Engineering and Public Works, Alex Mestdagh

H. CONTRACTS OVER $100,000

1. Jordan Road Communication Upgrades (CIP 18-022)

Amount: $141,446.25
Contractor: Paonia Inc.
Department: Engineering and Public Works, Chris Hudson

2. 2019 Townwide Resurfacing Program (CIP 19-003)

Amount: *$1,950,905.50*
Contractor: *Brannan Sand & Gravel Co.*
Department: *Engineering/Public Works, Danny Smith*

8. **PUBLIC HEARINGS**

A. RESOLUTION NO. 19-005
A Resolution to Designate a Restricted Parking Area Near Legend High School, Pursuant to Section 7.02.100 of the Parker Municipal Code

Department: Engineering and Public Works, Tyler Sandt

9. ADJOURNMENT

Parker Town Council

Executive Session Agenda

January 7, 2019

"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. Proposed Intergovernmental Agreement between the Town and the City of Aurora concerning the design, construction and maintenance of Kings Point Way

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

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

3. Article XXIX of the Colorado Constitution and its application to home rule municipalities

4. Sections 2.10 and 15.10 of the Parker Home Rule Charter (special election questions/charter amendments)

5. *Ironstone Condominium at Stroh Ranch Association, et al., v. Town of Parker, et al*., Douglas County District Court, Case No. 2018CV30050

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

TOWN OF PARKER
COUNCIL MINUTES
DECEMBER 17, 2018

Mayor Mike Waid called the meeting to order at 7:00 P.M. All Councilmembers were present.

The Toborg children led the Council and audience in the Pledge of Allegiance.

APPROVAL OF MINUTES - November 26, 2018 and December 3, 2018

Amy Holland moved and Renee Williams seconded to approve the November 26, 2018 minutes.

The motion was approved unanimously.

Josh Martin moved and Renee Williams seconded to approve the December 3, 2018 minutes.

The motion was approved unanimously.

ACKNOWLEDGEMENT OF SERVICE OF COUNCILMEMBERS

Amy Holland and Josh Martin were recognized for their service as Town Councilmembers.

SWEARING-IN OF COUNCILMEMBERS

Judge Kevin Sidel swore in Councilmembers Cheryl Poage, Jeff Toborg and Renee Williams.

The meeting was adjourned at 7:28 P.M.

_____ _____

Carol Baumgartner, Town Clerk Mike Waid, Mayor

PARKER
COLORADO

Request for Town Council Action

Date: January 7, 2019

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.526 - First Reading**
A Bill for an Ordinance Conveying Certain Real Property by Easement to the Parker Water and Sanitation District for the Installation of Water and Sewer Pipeline on a Portion of Lot 1B, Mainstreet Center, 1st Amendment

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

Second Reading: **January 22, 2019**

EXECUTIVE SUMMARY

This item accompanies an ordinance proposing to dedicate an easement to the Parker Water and Sanitation District (PWSD) on a Town-owned parcel, Lot 1B, Mainstreet Center, 1st Amendment. This easement is proposed to allow the Town to install a water service line and fire hydrant to accommodate future development on this property.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Lot 1B, Mainstreet Center, 1st Amendment is the vacant lot located directly west of the Town's Schoolhouse facility. This property is located adjacent to a Town-owned parking lot that serves the Schoolhouse, which is slated to be reconstructed in 2019 in a Town capital improvement project.

As part of the reconstruction project, the Town will be installing a waterline loop through the parking lot to improve water circulation and service for PWSD facilities in this area. This loop will be necessary to serve any future development on Lot 1B, and is being installed with this project to avoid impacting the new parking lot pavement should development occur in the near future. This will include the installation of a domestic water service line and fire hydrant from the new watermain within the parking lot into Lot 1B.

PWSD requires that easements be dedicated over all fire hydrants in order to preserve the PWSD's ability to access and maintain those facilities. An easement was previously dedicated to PWSD over the waterline alignment through the parking lot, and this easement is now proposed to cover the hydrant and associated items proposed on Lot 1B.

FINANCIAL IMPACT

No payment is proposed for this easement. The future developer of Lot 1B will be required to reimburse the Town for the cost to design and construct the water infrastructure.

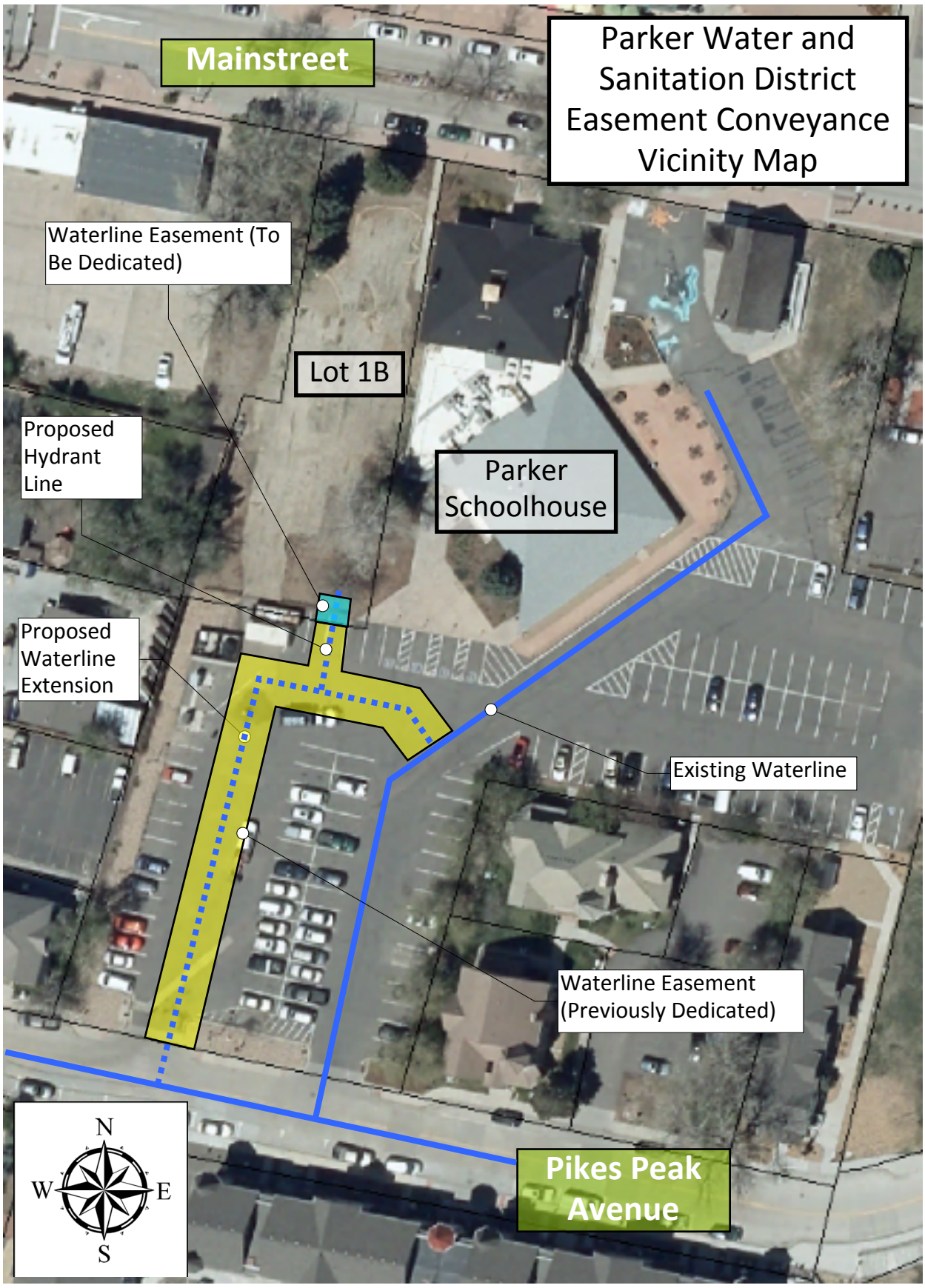
STRATEGIC GOAL(S)

ATTACHMENTS

1. Vicinity Map
2. Ordinance No 1.526

RECOMMENDED MOTION

I move to approve Ordinance No. 1.526 on first reading and to schedule second reading for January 22, 2019, as part of the consent agenda.


Parker Water and Sanitation District Easement Conveyance Vicinity Map
Mainstreet
Waterline Easement (To Be Dedicated)
Lot 1B
Proposed Hydrant Line
Parker Schoolhouse
Proposed Waterline Extension
Existing Waterline
Waterline Easement (Previously Dedicated)
N
W
E
S
Pikes Peak Avenue

ORDINANCE NO. 1.526, Series of 2019

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO THE PARKER WATER AND SANITATION DISTRICT FOR THE INSTALLATION OF WATER AND SEWER PIPELINE ON A PORTION OF LOT 1B, MAINSTREET CENTER, 1ST AMENDMENT

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to the Parker Water and Sanitation District for the installation of water and sewer pipeline on a portion of Lot 1B, Mainstreet Center, 1st Amendment; and

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

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

Section 1. The Town Council of the Town of Parker hereby approves the Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for the installation of water and sewer pipeline on a portion of Lot 1B, Mainstreet Center, 1st Amendment, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT 1

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this _____ day of _____, 2018, by the TOWN OF PARKER, a Colorado home-rule municipality (the "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and the PARKER WATER AND SANITATION DISTRICT (the "Grantee"), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134.

WHEREAS, the Grantee desires to install water and sewer pipeline in certain real property owned by the Grantor and situate in Douglas County, Colorado, which real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein (the "Easement Property"); and

WHEREAS, the Grantor is willing to grant an easement to the Grantee in the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

NOW, THEREFORE, for good and valuable consideration to the Grantor by the Grantee, and for the additional consideration of the performance by the parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, and the Grantee accepts from the Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. The Grantor does hereby grant and convey to the Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of the Grantee's construction, reconstruction, operation, maintenance and removal of the water and sewer pipeline required by the Grantee from time to time. The Grantee shall have the right of ingress and egress over and across the adjacent lands of the Grantor to and from the Easement Property as may be necessary in connection with the Grantee's construction, reconstruction, operation, maintenance and removal of the water and sewer pipeline.

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

(A) The Grantee shall protect the Easement Property and the adjacent lands of the Grantor over which the Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of the Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. The Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If the Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from the Grantor, then the Grantor may do so, at the Grantee's expense;

(B) In all activities undertaken on property belonging to the Grantor, the Grantee and/or its employees, agents, contractors, subcontractors, successors, assigns, lessees and/or licensees shall conduct and construct all work in a good and workmanlike manner; and

(C) The Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants, as defined by the Clean Water Act and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Property. Any hazardous, toxic or flammable substances used by the Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the water and sewer pipeline shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

3. Grantor's Right of Relocation. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property necessitates the relocation and/or encasement of the water and sewer pipeline, then the Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the water and sewer pipeline.

4. Indemnification of Grantor by Grantee. The Grantee agrees, and hereby does, to the extent permitted by law, indemnify and hold harmless the Grantor, any directors, officers employees and agents of the Grantor, and any successors or assigns of the Grantor, from any costs, expenses, damages, claims or demands incurred or asserted against the Grantor as a result of or arising out of the activities of the Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the water and sewer pipeline or otherwise relating to the Grantee's use of the Easement Property.

5. Miscellaneous.

(A) Except as otherwise expressly provided for 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 parties, their heirs, successors and assigns.

(B) This Easement constitutes the entire agreement between the parties.

(C) This Easement shall be of no force and effect until the same is duly and validly executed by each of the parties hereto.

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

IN WITNESS WHEREOF, the parties hereto have executed this Easement by their respective duly authorized officers as of the date and year first above set forth.

GRANTOR: TOWN OF PARKER

By: _____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

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

GRANTEE: PARKER WATER AND SANITATION DISTRICT

By: _____
Ron R. Redd, P.E., District Manager

ATTEST:

_____
Maleia Good, Engineering Coordinator

Exhibit A

Utility Easement

Legal Description

A portion of Lot 1B, Mainstreet Center, 1st Amendment as platted in the records of Douglas County, Colorado at Reception Number 2016032233, located in the NE ¼, Section 22, Township 6 South, Range 66 West of the Sixth Principal Meridian, Town of Parker, more particularly described as follows:

Commencing at the southeast corner of said Lot 1B;

Thence N80°15'55"W along the south line of said Lot 1B, 10.87 feet to the Point of Beginning;

Thence continuing N80°15'55"W along the south line of said Lot 1B, 25.01 feet;

Thence through said lot along the following three courses:

1) N11°39'11"E, 14.19 feet;
2) S78°20'49"E, 25.00 feet;
3) S11°39'11"W, 13.35 feet to the Point of Beginning.

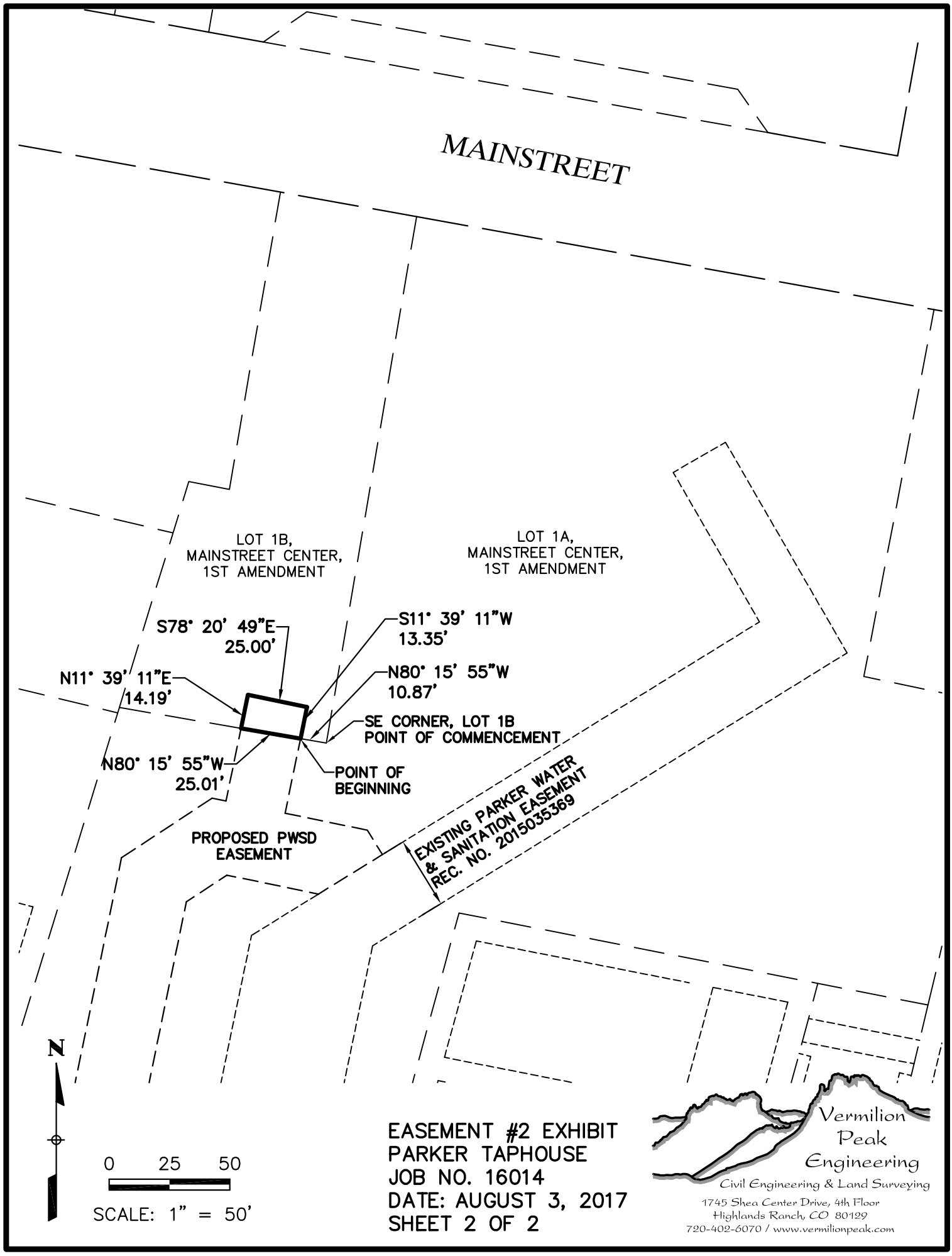
Said parcel, as described, contains an area of 344 square feet, more or less.

Basis of Bearings

Bearings are grid bearings Colorado Coordinate System NAD 83 Central Zone from GPS observations, and are based upon the westerly line of the northeast quarter of Section 22, Township 6 south, Range 66 west of the 6th Principal Meridian, County of Douglas, State of Colorado as bearing S0°39'45"E, between the monuments shown hereon.

Certification

Brian Krombein, PE, PLS
Vermilion Peak Engineering LLC
1745 Shea Center Drive, 4th Floor
Highlands Ranch, CO 80129
720-402-6070



EASEMENT #2 EXHIBIT
PARKER TAPHOUSE
JOB NO. 16014
DATE: AUGUST 3, 2017
SHEET 2 OF 2

Vermilion Peak Engineering
Civil Engineering & Land Surveying
1745 Shea Center Drive, 4th Floor
Highlands Ranch, CO 80129
720-402-6070 / www.vermilionpeak.com

PARKER
COLORADO

Request for Town Council Action

Date: January 7, 2019

Submitted By: Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.284 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the City of Aurora and the Town of Parker Regarding the Design, Construction, Ownership and Maintenance of Kings Point Way

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

Second Reading: **January 22, 2019**

EXECUTIVE SUMMARY

As a portion of the proposed Kings Point Way roadway north of Cottonwood Drive is outside the Town's incorporated boundary, where the Town has contractually committed to construct the roadway to Aurora Parkway, an intergovernmental agreement (IGA) is needed between the Town and the City of Aurora. If approved, the IGA that will address and formalize the design, construction, ownership and maintenance of that portion of Kings Point Way located in the City of Aurora.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Due to the continued development of the Crown Point development and the proposed Kings Point development north of Cottonwood Drive, a roadway parallel to Parker Road (State Highway 83) is needed to support the anticipated traffic. Kings Point Way will be a parallel collector roadway to the east of Parker Road to provide an alternative route for traffic in the area. The construction of Kings Point Way between Cottonwood Drive on the south and the proposed Aurora Parkway on the north will be a community enhancement to support the economic development of this area.

Ultimately, a half-mile (2,600 feet) of collector roadway will be constructed to link Cottonwood Drive with the proposed Aurora Parkway. The roadway will be a 3-lane nonresidential collector roadway with bike lanes and sidewalks. Town Council approved Ordinance 4.114.1 on June 4, 2018. That ordinance established the vertical alignment, horizontal alignment and the grade of this new Town roadway for approximately 850 feet north of the Cottonwood Drive intersection. Beyond (or north of) this point, the roadway will be located within the incorporated boundary of the City of Aurora and is the reason for the IGA.

In 2017, the Town contractually committed to construct the entirety of Kings Point Way between Cottonwood Drive and Aurora Parkway pursuant to the agreement between the Town and Douglas County Associates, LLP (the owner of the property that was annexed into the Town). With approximately two-thirds of this roadway being in Aurora, an IGA is needed with the City of Aurora to allow the Town to construct this roadway. The proposed IGA establishes that the Town will construct the roadway at no cost to Aurora. The roadway will follow Town requirements for a collector roadway, but Aurora will review and approve the design prior to construction. At final acceptance of the project by the Town and Aurora, the Town will convey the road right-of-way for Kings Point Way to Aurora for that section that is in Aurora and Aurora will assume the long-term maintenance of this section of the roadway. The Town will perform snowplowing and roadway sweeping for a 5-year period which will be part of a separate memorandum of understanding to be executed at a later date.

FINANCIAL IMPACT

The Town has budgeted for this roadway construction in the Highway & Streets Capital Projects (301-4310) budget.

STRATEGIC GOAL(S)

ENHANCE ECONOMIC VITALITY

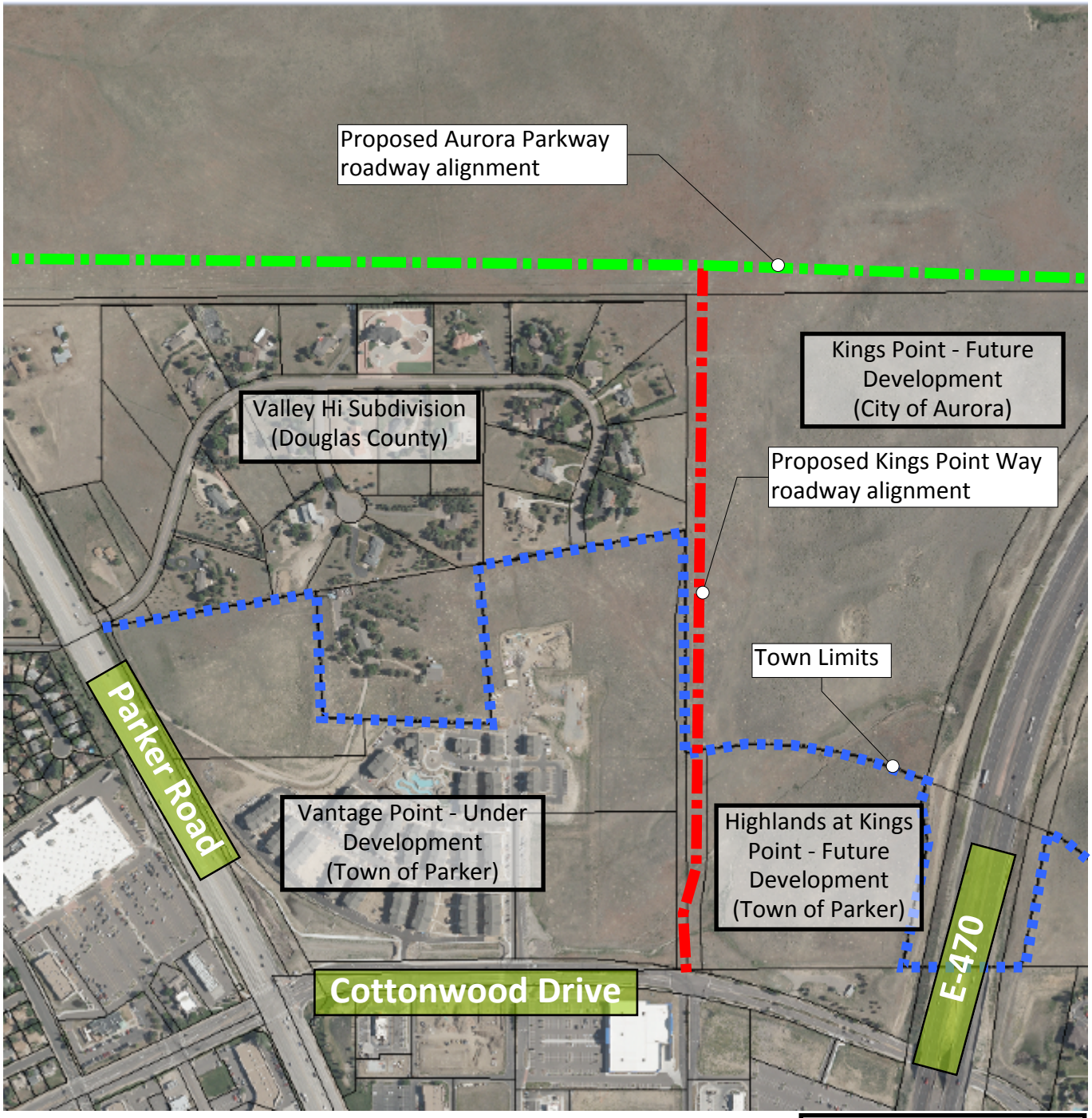
DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 9.284

RECOMMENDED MOTION

I move to approve Ordinance No. 9.284 on first reading and to schedule second reading for January 22, 2019, as part of the consent agenda.



Kings Point Way Vicinity Map

N
W E
S

ORDINANCE NO. 9.284, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND TOWN OF PARKER REGARDING THE DESIGN, CONSTRUCTION, OWNERSHIP AND MAINTENANCE OF KINGS POINT WAY

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 City of Aurora and the Town of Parker Regarding the Design, Construction and Maintenance of Kings Point Way, 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 _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2019.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE TOWN OF PARKER REGARDING THE DESIGN, CONSTRUCTION, OWNERSHIP AND MAINTENANCE OF KINGS POINT WAY

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the City of Aurora, Colorado, a Colorado home rule municipality ("Aurora"), and Town of Parker, a Colorado home rule municipality ("Parker"), hereinafter collectively referred to as the "Parties."

RECITALS:

A. Aurora and Parker may cooperate or contract with each other to provide any function, service or facility, lawfully authorized to each by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, *et seq*.

B. Aurora and Parker desire to cooperate in the design, construction and maintenance of Kings Point Way, a collector roadway to be constructed between the jurisdictional boundaries of the Parties and the Aurora Parkway, as described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Project").

C. The construction of the Project will provide access to commercial and residential developments to be located in Aurora and Parker.

D. The Parties intend to set forth the terms of design, construction and maintenance of the Project.

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. Project Standards.

a. The Project shall be designed by the Town, at no cost to Aurora, as a nonresidential collector in accordance with the Town of Parker, Colorado, Roadway Design and Construction Criteria Manual, as revised May 2018.

b. All storm drainage improvements for the Project, including sediment and erosion control measures, shall be designed and constructed according to the Town of Parker, Colorado, Strom Drainage and Environmental Criteria Manual, as revised February 2014.

c. The Parties acknowledge and agree that Parker will not be required to obtain any permits from Aurora to design, construct or maintain the Project.

2. Review and Approval of the Project Prior to Construction. Aurora and Parker shall have the right to review and approve the design and construction plans related to the Project, prior to construction. Parker shall have the authority to decide disputes concerning design issues or

standards, and the means and methods used to construct the Project, except where specifically addressed to the contrary in this Agreement.

3. Construction of Project. The Project shall be constructed at no cost to Aurora. Parker shall commence or caused to be commenced construction of the Project at such time as (a) the right-of-way and easements necessary to construct the Project have been conveyed to Parker by Douglas County Associates Limited Partnership, L.L.L.P., or its successor ("DCA") and (b) the additional terms and conditions described in Paragraphs 12 and 13.c. of the Annexation Agreement between the Town and DCA, dated October 16, 2017, and recorded with the Douglas County Clerk and Recorder at Reception No. 2017071061, as set forth in **Exhibit B**, which is attached hereto (the "Annexation Agreement"), have been fully satisfied.

4. Inspections/Changes to Project During Construction. Parker shall be responsible for all inspections related to the construction of the Project. Aurora shall be notified of any significant changes to the project during construction and have an opportunity to provide input on design changes.

5. Final Acceptance of Project. Prior to final acceptance of the Project by Aurora, Parker will provide Aurora with testing information, reports and as-builts, as required by the construction contract for the Project, including the assignment of the contractor's warranty, as provided in the construction contract. Additionally, Aurora and Parker shall conduct a joint inspection of the Project, and if Aurora and Parker find, upon inspection, that the Project is substantially free of defects in materials and workmanship and has been repaired and maintained as and to the extent required in this Agreement, Aurora shall issue a letter to Parker evidencing final acceptance of the Project. Upon final acceptance of the Project and the completion / acceptance of Aurora Parkway, the Project shall be open for use by the travelling public.

6. Maintenance Responsibilities for the Project.

a. Parker shall be responsible for the maintenance of the Project during the warranty period and until final acceptance by Aurora.

b. Parker shall be responsible for snow removal and street sweeping for the Project for a period of five (5) years following final acceptance of the Project by Aurora. The details of this commitment will be memorialized in a memorandum of understanding between the Parties prior to final acceptance by Aurora.

c. Aurora shall be responsible for the ownership and maintenance of the Project following final acceptance of the Project, except for snow removal and street sweeping as provided herein, subject to the completion / final acceptance of Aurora Parkway.

7. Dedication of Right-of-Way and Easements for Kings Point Way. Upon the final acceptance of the Project by Aurora, Parker shall dedicate the right-of-way for the Project to Aurora, at no cost, by special warranty deed, free and clear of all liens and encumbrances. Upon final acceptance of the Project by Aurora, Parker shall transfer the permanent easements needed for the Project to Aurora.

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

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

City of Aurora: Director of Public Works
City of Aurora
15151 E. Alameda Parkway
Aurora, Colorado 80012

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

10. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that Parker and Aurora, their 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, C.R.S. § 24-10-101, *et seq*., as from time to time amended, or otherwise available to Parker and Aurora.

11. 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.

12. 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.

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

14. 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.

15. Recitals. The recitals to this Agreement are incorporated herein by this reference.

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

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

CITY OF AURORA, COLORADO

_____
Bob LeGare, Mayor

ATTEST:

_____
Michael Lawson, Interim City Clerk

APPROVED AS TO FORM:

_____
Michelle Gardner, Assistant City Attorney

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT LIST

EXHIBIT A Vicinity Map for the Project

EXHIBIT B Excerpts of the Annexation Agreement

EXHIBIT A

Vicinity Map for the Project

EXHIBIT B

Excerpts of the Annexation Agreement

* * *

12. Aurora Eastern Access Drive[1] to be Designed and Constructed by the Town. The Town shall design and construct the Aurora Eastern Access Drive to be located adjacent to the western boundary of the Kings Point South Property, from the northern terminus of the Parker Eastern Access Drive to the Aurora Parkway, as a full modified, nonresidential collector, including any auxiliary lanes, necessary storm sewer and sidewalk adjacent to the Property, according the Roadway Manual, and shall use commercially reasonable efforts to substantially complete that Aurora Eastern Access Drive within fifteen (15) months following the satisfaction of the conditions described in Paragraph 13(c) of this Agreement, or at such time as the Aurora Parkway, which is to be designed and constructed by others, is substantially complete and open for use by the public, whichever occurs last. The Town and the Property Owner acknowledge and agree that the source of funding for the design and construction of the Aurora Eastern Access Drive is from the fees and taxes generated from the development of the Property. The Property Owner further acknowledges and agrees that the Town will not consider any form of financial incentive related in any way to the development of the Property until such time as the Town is fully reimbursed for all costs associated with the cost to design and construct the Aurora Eastern Access Drive.

13. Land Dedication. The Property Owner, as the owner of the Property, and the owner of the Kings Point South Property shall either dedicate on a plat or otherwise convey to the Town, as applicable, by special warranty deed, free and clear of all liens and encumbrances, the following real property:

*** * ***

c. Aurora Eastern Access Drive. The real property to construct a full nonresidential collector, including any auxiliary lanes, necessary storm sewer and sidewalk, from the northern terminus of the Parker Eastern Access Drive to the Aurora Parkway, including all necessary easements as determined by the Town, including, but not limited to, slope, drainage and construction easements, at the time of the first final plat for the Kings Point South Property or upon thirty (30) days' written notice of the Town to the Property Owner, whichever occurs first; provided that (i) a Framework Development Plan Amendment is approved by City of Aurora to permit a road connection to the Town from the Kings Point South Property; (ii) the City of Aurora and the Property Owner, as the owner of the Kings Point South Property, or its successors in interest, approve the alignment of the Aurora Eastern Access Drive; (iii) the Town, or its assigns, notifies the Property Owner in writing that a bidder has been selected to construct the Aurora Eastern Access Drive and the funds necessary to construct the Aurora Eastern Access Drive have been appropriated by the Town, or its assigns; (iv) the City of Aurora, other applicable governmental agencies and utility providers (including the Magellan Pipeline Company) have issued all permits/approvals to the Town to construct the Parker Eastern Access Drive and the Aurora Eastern Access Drive as described herein; and (v) the Town and the City of Aurora have entered into an intergovernmental agreement concerning the ownership and maintenance of the Aurora Eastern Access Drive.

[1] Aurora Eastern Access Drive also known as Kings Point Way.

PARKER
COLORADO

Request for Town Council Action

Date: January 7, 2019

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-001**
A Resolution to Amend Resolution No. 18-001 Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law

Department: **Town Attorney, Jim Maloney**

EXECUTIVE SUMMARY

Every year the Town Council designates the public place for posting of public meetings, as required by state law.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As required by the Colorado Open Meetings Law, each year the Town must designate a public place for posting of meeting notices. This Resolution designates Town Hall as the public place for posting notices.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Resolution No. 19-001

RECOMMENDED MOTION

I move to approve Resolution No. 19-001, as part of the consent agenda.

RESOLUTION NO. 19-001, Series of 2019

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 18-001 ESTABLISHING A DESIGNATED PUBLIC PLACE FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY THE COLORADO OPEN MEETINGS LAW

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

Section 1. Town Hall shall constitute the designated public place for the posting of meeting notices, as required by the Colorado Open Meetings Law. The Town Clerk shall be responsible for posting the required notices no later than twenty-four (24) hours prior to the holding of the meeting. All meeting notices shall include specific agenda information, where possible.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

PARKER
COLORADO

Request for Town Council Action

Date: January 7, 2019

Submitted By: Tyler Sandt, Development Review Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-002**
A Resolution Accepting the Conveyance of a Drainage Easement From Edukids Investments LLC, for a Portion of Lot 3, Rampart Station Filing No. 2, 1st Amendment

Department: **Engineering and Public Works, Tyler Sandt**

EXECUTIVE SUMMARY

This item accompanies a resolution accepting the conveyance of a drainage easement covering drainage improvements proposed with the site plan for a portion of Lot 3, Rampart Station Filing No. 2, First Amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's Stormwater criterion requires that drainage easements be dedicated over all public storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved Site Plan for a portion of Lot 3, Rampart Station Filing No. 2, First Amendment. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easements need to be dedicated via separate instrument.

FINANCIAL IMPACT

As the drainage improvements proposed with the easement will be the maintenance responsibility of the property owner, there is no financial impact to the Town.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 19-002

RECOMMENDED MOTION

I move to approve Resolution No. 19-002, as part of the consent agenda.

Vicinity Map

RESOLUTION NO. 19-002, Series of 2019

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM EDUKIDS INVESTMENTS LLC, FOR A PORTION OF LOT 3, RAMPART STATION FILING NO. 2, 1ST AMENDMENT

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of the maintenance of 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 the maintenance of a drainage pipe and appurtenant drainage facilities from Edukids Investments LLC, for a parcel of land situated in a portion of Lot 3, Rampart Station Filing No. 2, 1st Amendment, 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 _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2018, by Edukids Investments LLC, a Colorado limited liability company, having an address at 5040 Wagon Box Place, Highlands Ranch, Colorado, 80130 (the "Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

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

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

NOW, THEREFORE, for good and valuable consideration by the Grantee to the 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. The Grantor does hereby grant and convey unto the Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of a drainage pipe and appurtenant drainage facilities. The Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, the Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. The Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to the Grantor's property.

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

3. Operation and Maintenance.

a. The operation and maintenance of the drainage facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Easement Property in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Easement Property as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the

drainage facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the drainage facilities in the manner described herein.

b. If the Grantor fails to adequately maintain the drainage facilities located within the Easement Property, and within fourteen (14) days after the date of written notice from the Grantee, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then the Grantee may do so as provided herein. Notwithstanding the foregoing, the Grantee may, in the event of an emergency, as determined by the Grantee in its sole discretion, clean, cure or correct any damage caused by the Grantor's failure to adequately maintain the drainage facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the drainage facilities and/or the type of maintenance performed by the Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the drainage facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If the Grantor fails to reimburse the Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from the Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the County Treasurer and collected in the same manner as other taxes are collected. The Grantor further agrees that the Grantee may also pursue any and all other remedies available at law or in equity.

4. 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.

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

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

b. The Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act,

and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. 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.

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

GRANTOR:

_____
Pawan Chaudhary, Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Pawan Chaudhary, as Managing Member of Edukids Investments LLC, a Colorado limited liability company.

My commission expires: _____

(S E A L)

_____
Notary Public

GRANTEE: TOWN OF PARKER

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT A

PARCEL DESCRIPTION

A PARCEL OF LAND SITUATED IN A PORTION OF LOT 3, RAMPART STATION FILING NO. 2, 1ST AMENDMENT, BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

BASIS OF BEARINGS: THE NORTH LINE OF LOT 3, RAMPART STATION FILING NO. 2, 1ST AMENDMENT, ASSUMED TO BEAR NORTH 48°26'01" EAST, A DISTANCE OF 278.68 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 3:

THENCE SOUTH 37°40'24" EAST A DISTANCE OF 29.38 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 3 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 70°38'27" EAST A DISTANCE OF 93.76 FEET;

THENCE NORTH 07°30'11" WEST A DISTANCE OF 118.60 FEET;

THENCE NORTH 82°29'49" EAST A DISTANCE OF 25.00 FEET;

THENCE SOUTH 07°30'11" EAST A DISTANCE OF 142.59 FEET;

THENCE SOUTH 24°57'03" WEST A DISTANCE OF 88.02 FEET TO THE WESTERLY LINE OF SAID LOT 3 AND A POINT OF CURVATURE;

THENCE ALONG SAID WESTERLY LINE AND THE ARC OF A NON-TANGENT CURVE TO THE LEFT 31.87 FEET, SAID CURVE HAVING A RADIUS OF 797.00 FEET, A DELTA OF 02°17'29" AND BEING SUBTENDED BY A CHORD BEARING NORTH 26°42'54" WEST A DISTANCE OF 31.87 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 24°57'03" EAST A DISTANCE OF 50.83 FEET;

THENCE NORTH 70°38'27" WEST A DISTANCE OF 65.36 FEET TO THE WESTERLY LINE OF SAID LOT 3 AND A POINT OF CURVATURE;

THENCE ALONG SAID WESTERLY LINE AND THE ARC OF A NON-TANGENT CURVE TO THE LEFT 42.98 FEET, SAID CURVE HAVING A RADIUS OF 797.00 FEET, A DELTA OF 03°05'24" AND BEING SUBTENDED BY A CHORD BEARING NORTH 35°04'20" WEST A DISTANCE OF 42.98 FEET TO A TO THE **POINT OF BEGINNING**;

SAID DESCRIBED PARCEL CONTAINS 7,359 SQ. FT. MORE OR LESS;

ALL LINEAL DISTANCE UNITS ARE REPRESENTED IN U.S. SURVEY FEET.

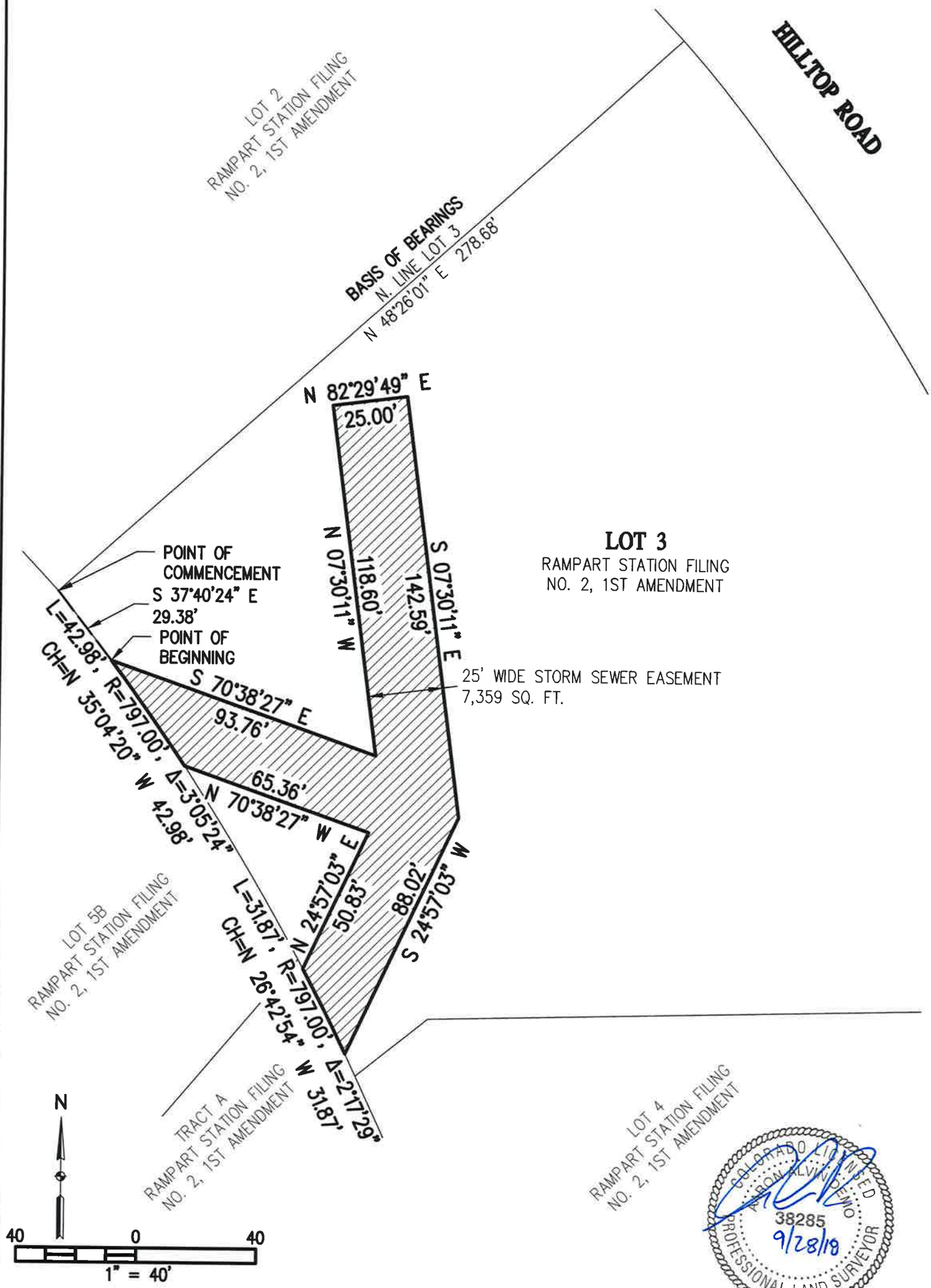
SURVEYOR'S STATEMENT

I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.
BASELINE ENGINEERING CORP.
4007 SOUTH LINCOLN AVE, SUITE 405
LOVELAND, COLORADO 80537

M:_Golden Survey Projects\co-3315-Kids-R-Kids (15336)\Drawings\3315-STORM ESMT.dwg, 8/29/2018 10:30:10 AM, David Wilson

EXHIBIT A



COLORADO LICENSED
CARON ALVIN DEMO
38285
9/28/18
PROFESSIONAL LAND SURVEYOR

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION

BASELINE
Engineering · Planning · Surveying
4007 S. LINCOLN AVENUE, SUITE 405 · LOVELAND, COLORADO 80537
P: 970.353.7600 · F: 866.679.4864 · www.baselinecorp.com

EDUKIDS INVESTMENTS, LLC

TOWN OF PARKER — DOUGLAS COUNTY

STORM SEWER EASEMENT

LOT 3, RAMPART STATION FILING NO. 2, 1ST AMENDMENT

DESIGNED BY	DEW
DRAWN BY	DEW
CHECKED BY	AAD
INITIAL SUBMITTAL	1/31/2018
DRAWING SIZE	8.5" X 14"
SURVEY FIRM	SURVEY DATE
BEC	
JOB NO.	C03315
DRAWING NAME	3315-STORM ESMT.dwg
SHEET	2 OF 2

PARKER
COLORADO

Request for Town Council Action

Date: January 7, 2019

Submitted By: Tyler Sandt, Development Review Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-003**
A Resolution Accepting the Conveyance of a Drainage Easement from Pine Bluffs Investors, LLC, for a Portion of Lot 1, Pine Bluffs Filing No. 4, Amendment No. 1

Department: **Engineering and Public Works, Tyler Sandt**

EXECUTIVE SUMMARY

This item accompanies a resolution accepting the conveyance of a drainage easement covering drainage improvements proposed with the site plan for a portion of Lot 1, Pine Bluffs Filing No. 4, Amendment No. 1.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's Stormwater criterion requires that drainage easements be dedicated over all public storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan for a portion of Lot 1, Pine Bluffs Filing No. 4, Amendment No. 1. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easements need to be dedicated via separate instrument.

FINANCIAL IMPACT

As the drainage improvements proposed with the easement will be the maintenance responsibility of the property owner, there is no financial impact to the Town.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 19-003

RECOMMENDED MOTION

I move to approve Resolution No. 19-003, as part of the consent agenda.

Vicinity Map

RESOLUTION NO. 19-003, Series of 2019

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM PINE BLUFFS INVESTORS, LLC, FOR A PORTION OF LOT 1, PINE BLUFFS FILING NO. 4, AMENDMENT NO. 1

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of the maintenance of 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 the maintenance of a drainage pipe and appurtenant drainage facilities from Pine Bluffs Investors, LLC, for a portion of Lot 1, Pine Bluffs Filing No. 4, Amendment No. 1, 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 _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2018, by Pine Bluffs LLC, having an address at 5291 E. Yale Avenue, Denver CO 80222 ("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 the maintenance of a drainage pipe and appurtenant 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; 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. 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 providing the maintenance of a drainage pipe and appurtenant 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 a drainage pipe and appurtenant drainage facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. 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.

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

3. Operation and Maintenance.

a. The operation and maintenance of the drainage facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Easement Property in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Easement Property as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the

drainage facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the drainage facilities in the manner described herein.

b. If Grantor fails to adequately maintain the drainage facilities located within the Easement Property, and within fourteen (14) days after the date of written notice from Grantee, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantee may do so as provided herein. Notwithstanding the foregoing, Grantee may, in the event of an emergency, as determined by Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the drainage facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the drainage facilities and/or the type of maintenance performed by Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the drainage facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If Grantor fails to reimburse Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the County Treasurer and collected in the same manner as other taxes are collected. Grantor further agrees that Grantee may also pursue any and all other remedies available at law or in equity.

4. 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.

5. 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.

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

7. 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.

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

GRANTOR:

_____
Jeff Sheets – VP, Koelbel and Company it's Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Jeff Sheets, as VP of Koelbel and Company.

My commission expires: _____

(S E A L)

_____
Notary Public

GRANTEE: TOWN OF PARKER

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT A
SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF LOT 1, PINE BLUFFS FILING NO. 4, AMENDMENT NO. 1, AS RECORDED AT RECEPTION NO. 20018035165 OF THE DOUGLAS COUNTY RECORDS, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 48°25'15" WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 29.30 FEET TO THE SOUTHWESTERLY LINE OF A 50 FOOT WIDE PWSD EASEMENT AS RECORDED AT RECEPTION No. 2018033550 OF SAID RECORDS; THENCE SOUTH 10°01'22" EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 62.07 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE, SOUTH 10°01'22" EAST A DISTANCE OF 25.01 FEET;

THENCE SOUTH 81°41'39" WEST A DISTANCE OF 24.92 FEET;

THENCE NORTH 07°58'54" WEST A DISTANCE OF 4.01 FEET;

THENCE SOUTH 82°01'06" WEST A DISTANCE OF 10.61 FEET;

THENCE NORTH 37°58'54" WEST A DISTANCE OF 29.44 FEET;

THENCE SOUTH 82°01'06" WEST A DISTANCE OF 73.99 FEET;

THENCE NORTH 07°58'54" WEST A DISTANCE OF23.60 FEET;

THENCE NORTH 82°01'06" EAST A DISTANCE OF 89.23 FEET;

THENCE SOUTH 37°58'54" EAST A DISTANCE OF 32.42 FEET;

THENCE NORTH 81°41'39" EAST A DISTANCE OF 17.91 FEET TO THE POINT OF BEGINNING;

CONTAINING 3,358 SQUARE FEET (0.07 ACRES) MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR NORTH 89°46'38" WEST. THE SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 26 ARE MONUMENTED BY A 3-1/2" ALUMINUM CAP, STAMPED: LS 29412. AS SHOWN ON THE PLAT OF PROPOSED PINE BLUFFS FILING No. 4, 1st AMENDMENT

PREPARED BY:
ALAN H. BAILEY PLS No. 38035

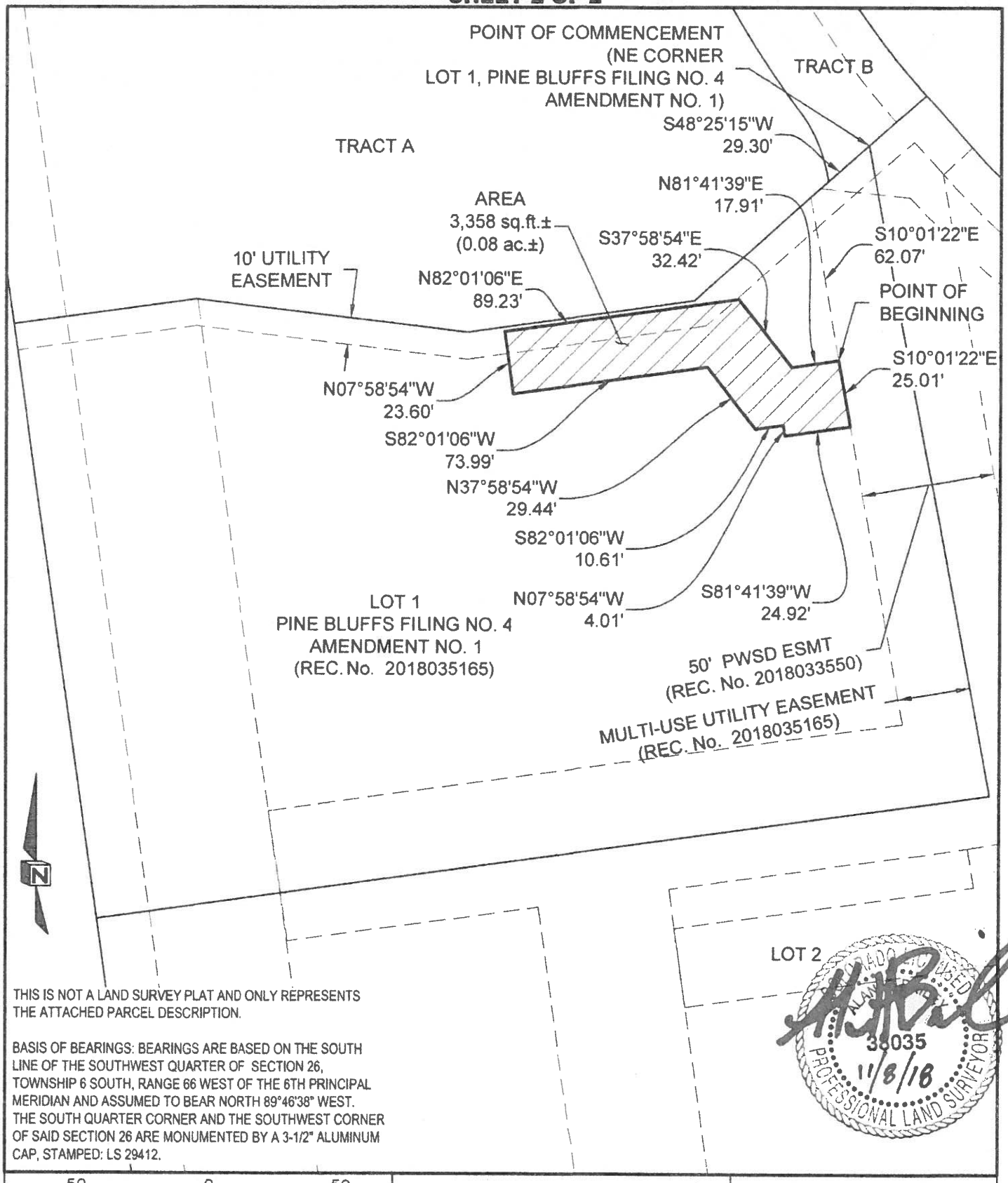
ON BEHALF OF
BAILEY PROFESSIONAL SOLUTIONS, LLC
5737 SOUTH KENTON STREET
ENGLEWOOD, CO 80111
303.587.1672

PROJECT:	DEV-18-01-PINE BLUFFS LOT 1				
FILE:	PWSD EASEMENT-23.DWG				
CHECKED:	AHB	DRAWN:	RJE	DATE:	10/18/18

bps BAILEY PROFESSIONAL SOLUTIONS

BAILEY PROFESSIONAL SOLUTIONS, LLC
5737 SOUTH KENTON STREET
ENGLEWOOD, CO 80111
303.587.1672
BAILEYPROFESSIONALSOLUTIONS.COM

EXHIBIT A
SHEET 2 OF 2



THIS IS NOT A LAND SURVEY PLAT AND ONLY REPRESENTS THE ATTACHED PARCEL DESCRIPTION.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR NORTH 89°46'38" WEST. THE SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 26 ARE MONUMENTED BY A 3-1/2" ALUMINUM CAP, STAMPED: LS 29412.

COLORADO REGISTERED
38035
11/8/18
PROFESSIONAL LAND SURVEYOR

50 0 50

ORIGINAL SCALE: 1"=50'

PROJECT:	DEV-18-01-PINE BLUFFS LOT 1				
FILE:	PWSD EASEMENT-23.DWG				
CHECKED:	AHB	DRAWN:	RJE	DATE:	10/18/18

bps BAILEY PROFESSIONAL SOLUTIONS

BAILEY PROFESSIONAL SOLUTIONS, LLC
5737 SOUTH KENTON STREET
ENGLEWOOD, CO 80111
303.587.1672
BAILEYPROFESSIONALSOLUTIONS.COM

PARKER
COLORADO

Request for Town Council Action

Date: January 7, 2019

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-004**
A Resolution Accepting the Conveyance of Real Property From Meritage Homes of Colorado, Inc. (Slope Easement) for a Portion of Tract F, Olde Town at Parker Filing 1B

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

EXECUTIVE SUMMARY

The item accompanies a resolution accepting a slope easement from Meritage Homes over Tract F, Olde Town at Parker Filing 1B. This easement is necessary to accommodate the planned widening of Motsenbocker Road adjacent to the Olde Town development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town has recently completed final design plans for improvements to Motsenbocker Road between Todd Drive and Clarke Farms. This proposed capital improvement project would improve the roadway to a residential boulevard collector section, adding curb and gutter, sidewalks, and turning lanes. The construction of this project is planned for 2019, and the Town has collected proportional shares from the adjacent developments to fund the majority of the project's cost.

In order to tie the grading associated with the planned roadway section into the adjacent developments, the Town has negotiated a slope easement agreement on the property located adjacent to the roadway that is owned by Meritage Homes. This proposed easement would allow the Town to install the roadway slope behind the new sidewalk, and would require Meritage Homes (or successor owner) to preserve the slope in order to maintain the integrity of the roadway section.

FINANCIAL IMPACT

None. This easement is required to be dedicated to the Town pursuant to the subdivision agreement between the Town and Meritage Homes.

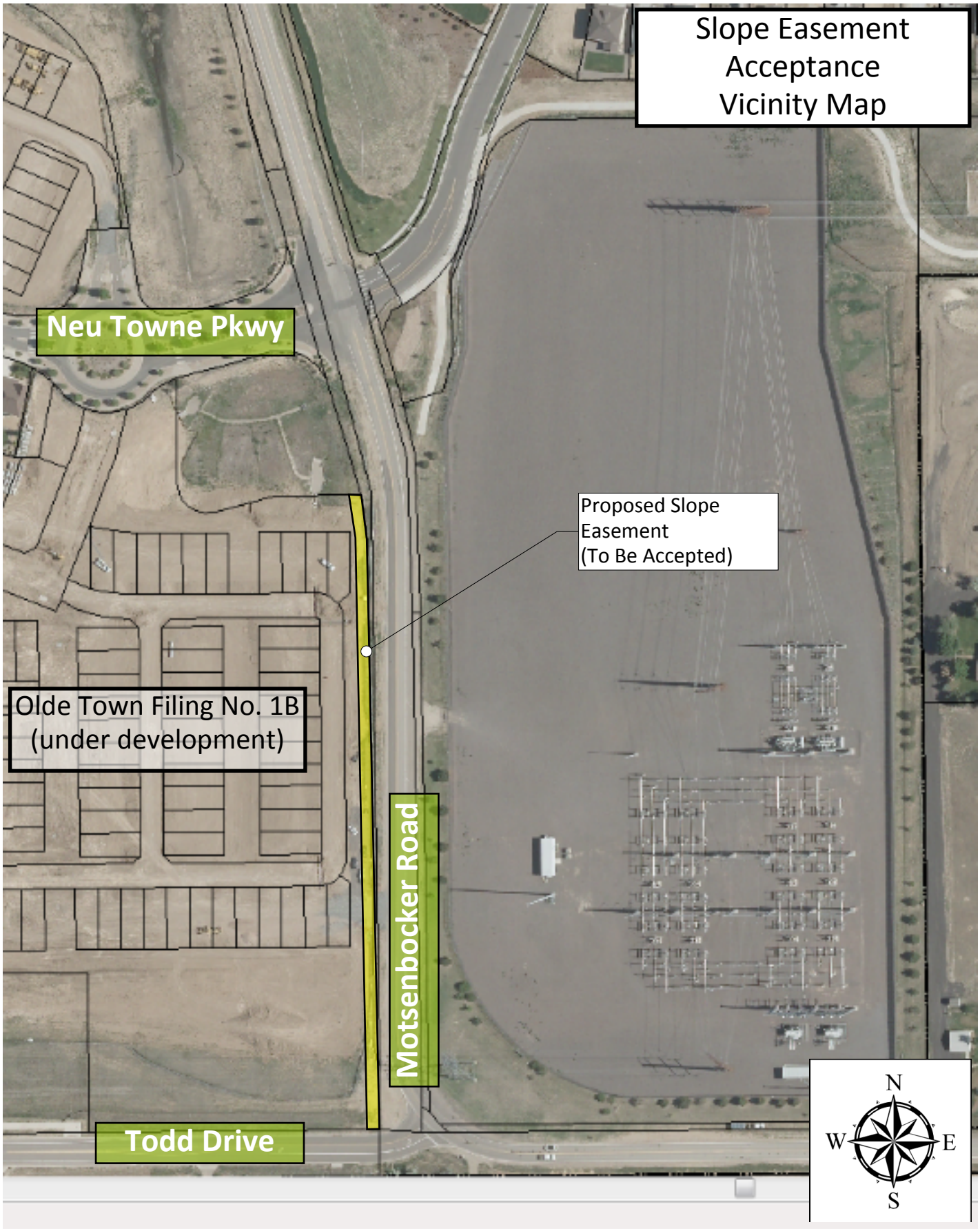
STRATEGIC GOAL(S)

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 19-004

RECOMMENDED MOTION

I move to approve Resolution No. 19-004 as a part of the consent agenda.


Slope Easement
Acceptance
Vicinity Map
Neu Towne Pkwy
Proposed Slope
Easement
(To Be Accepted)
Olde Town Filing No. 1B
(under development)
Motsenbocker Road
Todd Drive
N
W
E
S

RESOLUTION NO. 19-004 , Series of 2019

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM MERITAGE HOMES OF COLORADO, INC. (SLOPE EASEMENT) FOR A PORTION OF TRACT F, OLDE TOWN AT PARKER FILING 1B

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from Meritage Homes of Colorado, Inc., for a slope easement;

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 conveyance of the property interests 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 real property for a slope easement, from Meritage Homes of Colorado, Inc., as provided in the Slope Easement attached as **Exhibit 1,** and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT 1

SLOPE EASEMENT

THIS SLOPE EASEMENT, made this ____ day of _____, 2018, between MERITAGE HOMES OF COLORADO, INC., an Arizona corporation, whose legal address is 8800 East Raintree Drive, Suite 300, Scottsdale, Arizona 85260 (the "Grantor"), and the TOWN OF PARKER**,** a Colorado home rule municipality, whose legal address is 20120 E. Mainstreet, Parker, Colorado 80138 (the "Grantee").

THE GRANTOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, a perpetual easement over, across and on, the following described real property located in the County of Douglas, State of Colorado, and described as follows:

(See attached Exhibit "A")

Said easement is for the purpose of providing and maintaining (1) a proper sight distance and line of sight, (2) lateral support, and (3) proper drainage grade, as determined by the Parker Public Works Department, for a public roadway, road shoulder and attendant road improvements and construction. Grantee, its successors, contractors or assigns, and their agents and employees shall have full right to enter at all times upon said premises to survey, construct, repair, remove, replace, reconstruct, inspect, improve and maintain a suitable slope or grade which will provide the above mentioned proper sight distance and line of sight, lateral support, and proper drainage grade.

Grantor retains the right to use said property for any and all purposes which will not interfere with the Grantee's full use and enjoyment of the rights acquired herein. Provided, however, Grantor or his successors, assigns and subsequent Grantees, will not use or improve said property or grant any easements upon, over, across or under said property without first obtaining the written consent of the Grantee. Such consent will not be unreasonably withheld provided that the sight distance and line of sight, lateral support and proper drainage grade necessary for the roadway and its attendant facilities, as determined by the Grantee, is maintained.

Grantor for himself, his successors and assigns, does covenant, grant, bargain and agree with the Grantee, its successors and assigns, that at the time of the signing and delivery of this easement, he is well seized of the property on which the easement above conveyed is located, and has good, sure, perfect, absolute and indefeasible estate, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the above easement in the manner and form set forth above, and that the property is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever.

Grantor and Grantee agree that this Easement may be released by Grantee upon the construction of an approved development on the Easement Property which provides the necessary subjacent support and protection of Motsenbocker Road that is created by this Easement.

The Grantor shall and will warrant and forever defend the above bargained easement in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused his name to be subscribed hereto, the day and year first written above.

GRANTOR: MERITAGE HOMES OF COLORADO, INC., an Arizona corporation

By: _____
Russell Crandall, Division President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of Meritage Homes of Colorado, Inc.

My commission expires: _____

WITNESS my hand and official seal.

_____
Notary Public

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT F, OLDE TOWN AT PARKER FILING 1B, AS RECORDED UNDER RECEPTION NO. 2017075212 IN THE OFFICE OF THE CLERK AND RECORDER OF DOUGLAS COUNTY, COLORADO, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THAT CERTAIN PORTION OF THE EASTERLY BOUNDARY OF SAID TRACT F SHOWN AS BEARING SOUTH 00°40’13” EAST, A DISTANCE OF 598.66 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT F, ANDTHE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 535.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 78°39'26" WEST;

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

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°18'22", AN ARC LENGTH OF 2.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 510.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 87°04'10" WEST;

2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°15'37", AN ARC LENGTH OF 20.12 FEET;

3. TANGENT TO SAID CURVE, SOUTH 00°40'13" EAST, A DISTANCE OF 598.66 FEET;

4. SOUTH 00°33'44" EAST, A DISTANCE OF 179.97 FEET TO THE NORTHERLY LINE OF THAT 30-FOOT TRAIL EASEMENT AS RECORDED AT RECEPTION NO. 2017075212 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°26'16" WEST, A DISTANCE OF 10.00 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, NORTH 00°33'44" WEST, A DISTANCE OF 179.96 FEET;

THENCE NORTH 00°40'13" WEST, A DISTANCE OF 621.61 FEET TO THE NORTHERLY BOUNDARY OF SAID TRACT F;

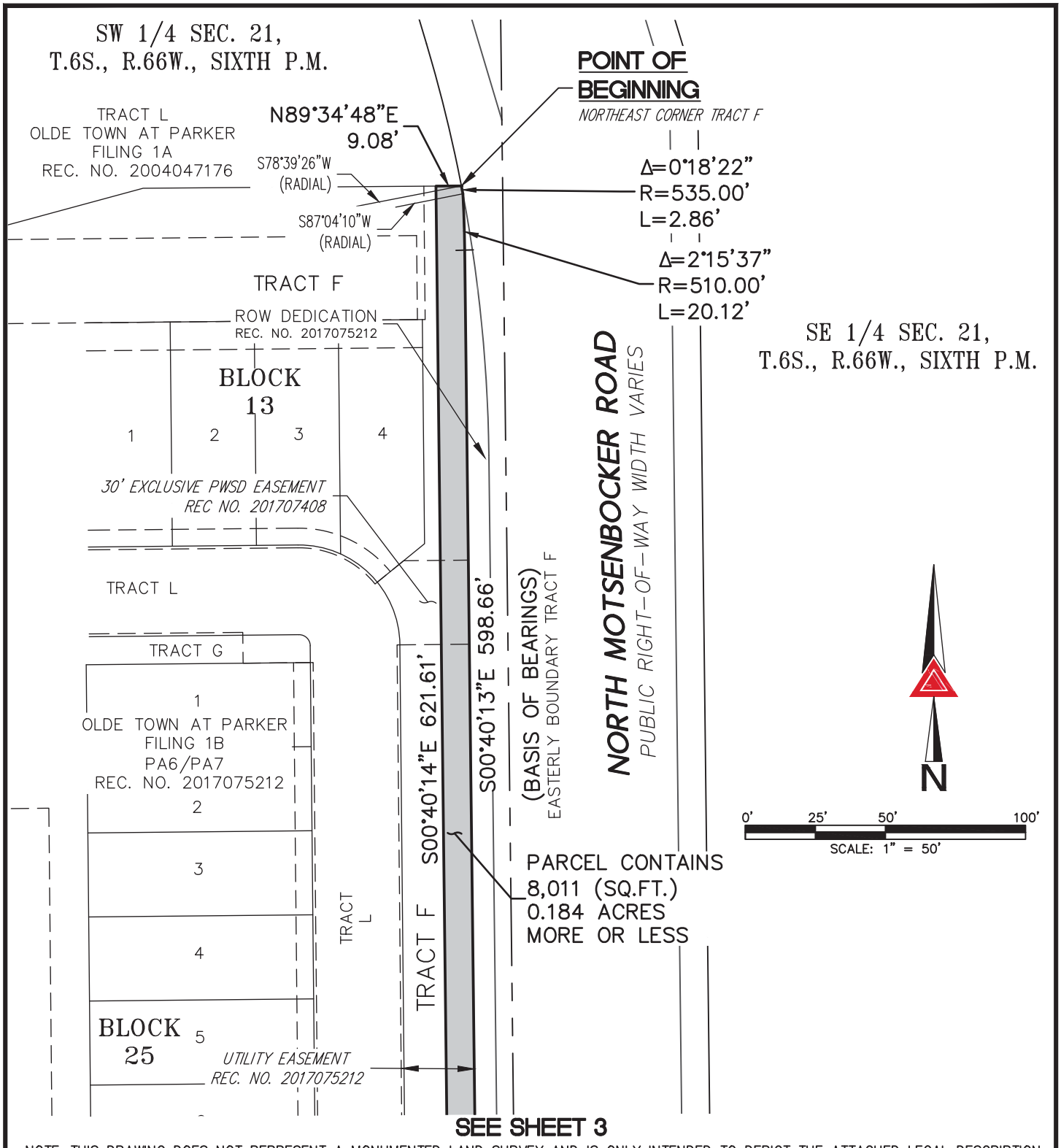
THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°34'48" EAST, A DISTANCE OF 9.08 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.184 ACRES, (8,011 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1,
LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



SEE SHEET 3

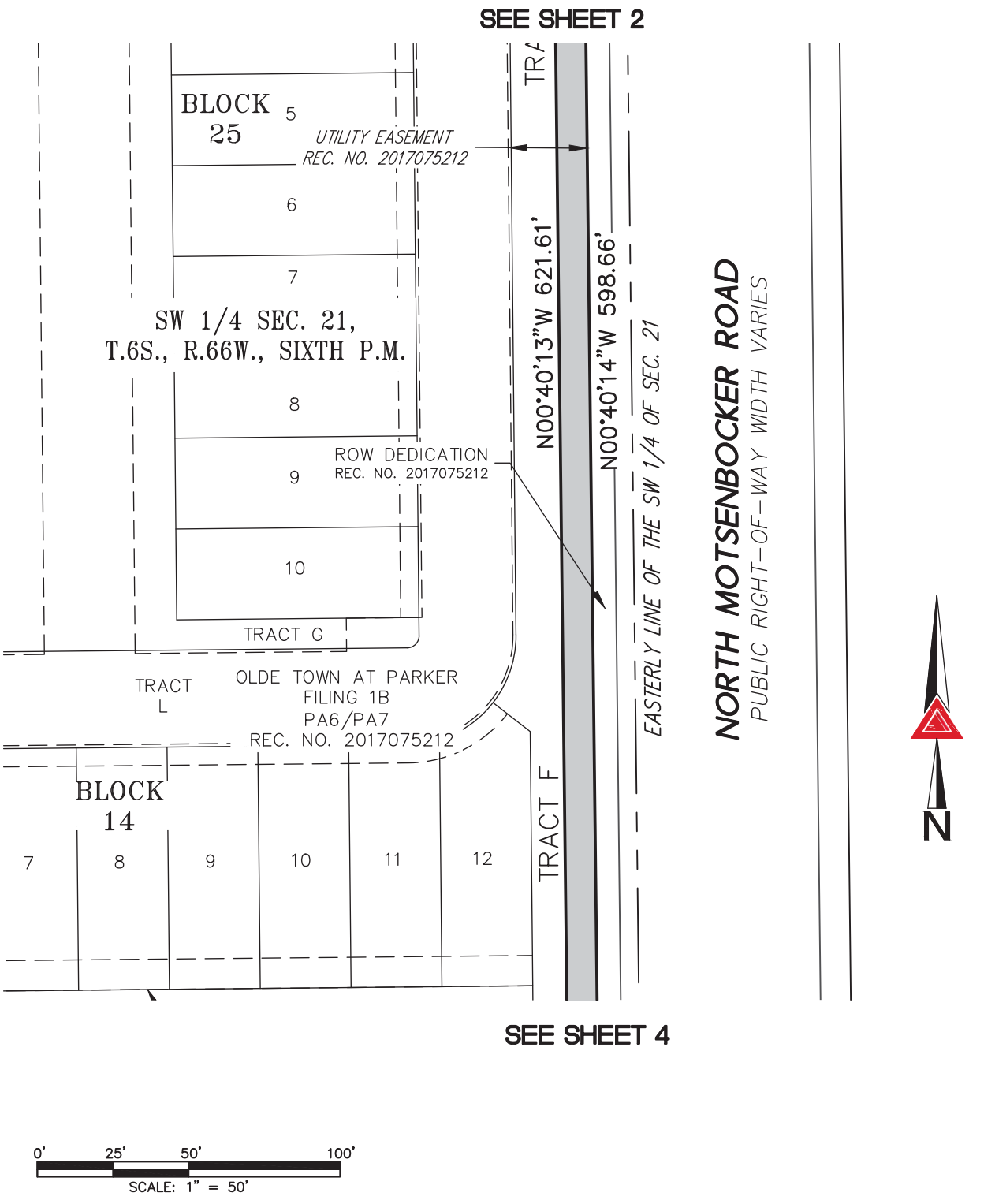
NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:24918-12\DWG\EXHIBITS
DWG NAME: SLOPE ESMT #1.DWG
DWG: MDW CHK: KW
DATE: 05/07/2018
SCALE: 1" = 50'

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

SLOPE EASEMENT #1
SW1/4, SEC. 21, T6S, R66W, 6TH P.M.
PARKER, COLORADO
JOB NUMBER 24918-12

ILLUSTRATION TO EXHIBIT A



0' 25' 50' 100'

SCALE: 1" = 50'

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

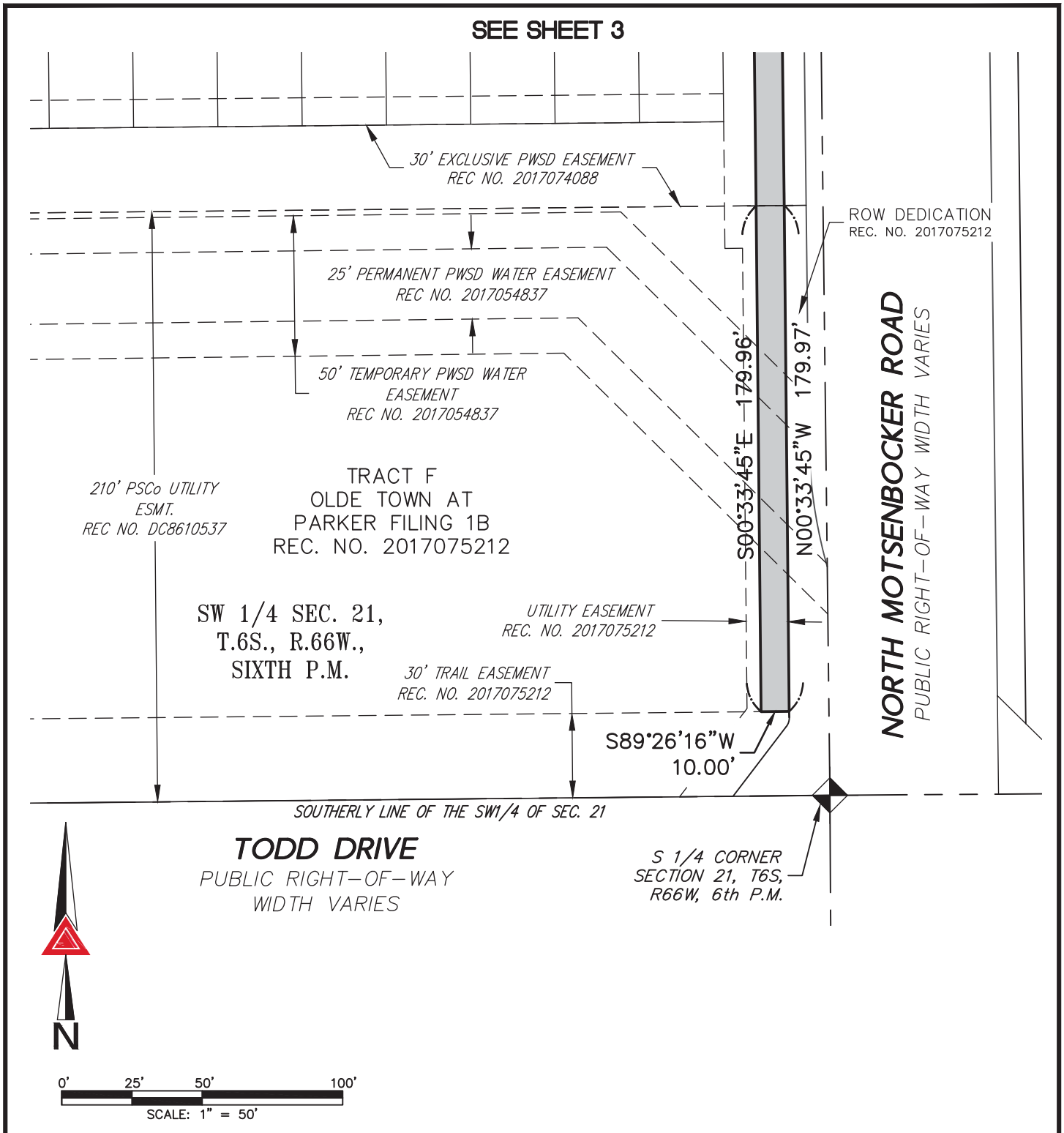
PATH: Q:\24918-12\DWG\EXHIBITS
DWG NAME: SLOPE ESMT #1
DWG: MDW CHK: KW
DATE: 05/07/2018
SCALE: 1" = 50'

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

SLOPE EASEMENT #1
SW1/4, SEC. 21, T6S, R66W, 6TH P.M.
PARKER, COLORADO

JOB NUMBER 24918-12

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:\24918-12\DWG\EXHIBITS
DWG NAME: SLOPE ESMT #1
DWG: MDW CHK: KW
DATE: 05/07/2018
SCALE: 1" = 50'

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

SLOPE EASEMENT #1

SW1/4, SEC. 21, T6S, R66W, 6TH P.M.
PARKER, COLORADO

JOB NUMBER 24918-12

PARKER
COLORADO

Request for Town Council Action

Date: January 7, 2019

Submitted By: Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Jordan Road Communication Upgrades (CIP 18-022)**

Amount: **$141,446.25**
Contractor: **Paonia Inc.**
Department: **Engineering and Public Works, Chris Hudson**

EXECUTIVE SUMMARY

Award of a trade contractor agreement with Paonia Inc., for the Jordan Road Communications Upgrade Project (CIP 18-022) for $141,446.25.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town issued a "Notice to Bidders" for proposals for the Jordan Road Communications Upgrade Project (CIP 18-022) in late-October with the proposals (bids) publically opened on November 28, 2018. The Project consists of the installation of approximately 9,500 feet of fiber optic cabling and underground conduit to create additional/redundant fiber optic communication routes for the Town. This Project limits are from the Jordan Road/Bradbury Parkway intersection to the Jordan Road/Mainstreet intersection plus improvements at/near the Jordan/Cottonwood intersection. The Town currently has over 130,000 feet of fiber optic cable that was mainly installed concurrently with roadway and traffic signal capital improvement projects. This fiber optic network was originally installed for traffic signal communications but has now evolved to also carry data communications between Town facilities that is managed by the IT Department.

The Town received bids from eight (8) contractors with Paonia Inc. being the lowest responsible bidder. Paonia Inc. has completed similar work for the Town in 2017 with good results. Therefore Town staff recommends award of the contract with Paonia Inc. The bid results were as follows:

1) Paonia Inc. - $141,446.25
2) Dillie and Kuhn, Inc. - $142,582.00
3) Communication Construction and Engineering - $152,441.37
4) Lightworks Fiber & Consulting - $171,459.00
5) Alterra Underground Solutions LLC - $172,480.00
6) Colorado Boring Company - $186,141.00
7) MP Nexlevel, LLC - $207,747.14
8) Drilltech - $261,130

Engineer's Estimate - $162,700.00

FINANCIAL IMPACT

Funding for this project is part of the approved 2018 Capital Improvement Fund and the Town will assume the long-term maintenance. Maintenance for underground fiber optic cable in conduit is minor and should not require additional annual funding beyond current funding levels for additional maintenance supplies and operation costs.

STRATEGIC GOAL(S)

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: January 7, 2019

Submitted By: Danny Smith, Streets Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **2019 Townwide Resurfacing Program (CIP 19-003)**

Amount: **$1,950,905.50**
Contractor: **Brannan Sand & Gravel Co.**
Department: **Engineering/Public Works, Danny Smith**

EXECUTIVE SUMMARY

Award of a trade contractor agreement with Brannan Sand & Gravel Company, for the 2019 Townwide Resurfacing Program (CIP19-003) for $1,950,905.50. The Town of Parker needs to maintain and enhance our roadway network through annual maintenance projects.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker publically opened competitive bids on December 18, 2018, for the 2019 Townwide Resurfacing Program (CIP 19-003). This program will include rotomilling and overlaying existing asphalt roadways on Pine Drive, Mainstreet, and Jordan Road. This work will also include updating curb ramps and pedestrian crossings within the project limits. Additional information for this project will soon be found on the Town's website as well as presented at an upcoming Town Council Study Session.

The Town of Parker received seven (7) sealed bids from contractors, with Brannan Sand & Gravel Co. being the lowest responsible bidder. Brannan Sand & Gravel Co. has performed as a prime contractor and completed several projects in the past with the Town of Parker. Therefore, Town staff recommends moving forward with this contract award. The bids were as follows:

1) Brannan Sand & Gravel - $1,950,905.50
2) PLM Asphalt & Concrete - $2,017,829.95
3) Asphalt Specialties - $2,069,196.40

4) Schmidt Construction - $2,132,785.17
5) Rocky Mountain Excavating - $2,155,594.25
6) Aggregate Industries - $2,257,591.85
7) Martin Marietta - $2,344,853.23

Engineer's Estimate - $2,167,130.75

FINANCIAL IMPACT

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

STRATEGIC GOAL(S)

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: January 7, 2019

Submitted By: Tyler Sandt, Development Review Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-005**
A Resolution to Designate a Restricted Parking Area Near Legend High School, Pursuant to Section 7.02.100 of the Parker Municipal Code

Department: **Engineering and Public Works, Tyler Sandt**

EXECUTIVE SUMMARY

This item accompanies a resolution to designate a restricted parking area near Legend High School, pursuant to Section 7.02.100 of the Parker Municipal Code.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Section 7.02.100 of the Parker Municipal Code allows residents to request that the streets in their neighborhood be permit restricted. The Code requires that the proposed parking area be within 1,500-feet of a non-residential land use that is generating excess traffic that would typically be contained on the same site generating a need for parking. The Code also requires that the majority of on street parking spaces be occupied on multiple days of the week and that multiple parking complaints or violations be documented within the previous year.

Town staff has received and reviewed the request for permit restricted parking from certain residents and determined that the proposed area, as shown in Exhibit A to the attached Resolution, does qualify under the standards contained in Section 7.02.100 in the Parker Municipal Code. The Engineering Department has received the consent of at least 70% of the residents within the proposed restricted parking area.

FINANCIAL IMPACT

There is a cost to the Town for establishing the restricted parking area, administering the

permits, and enforcing the parking restrictions. A portion of these costs will be recovered through permit fees. The permits are subject to renewal every two years.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Resolution No. 19-005

RECOMMENDED MOTION

I move to approve Resolution No. 19-005.

RESOLUTION NO. 19-005, Series of 2019

TITLE: A RESOLUTION TO DESIGNATE A RESTRICTED PARKING AREA NEAR LEGEND HIGH SCHOOL, PURSUANT TO SECTION 7.02.100 OF THE PARKER MUNICIPAL CODE

WHEREAS, the Town Council, pursuant to Ordinance No. 5.82, Series of 2018, did repeal and readopt Section 7.02.100 of the Parker Municipal Code concerning residential on-street parking permits and fees;

WHEREAS, pursuant to Section 7.02.100, the Town Council may, by resolution, designate certain areas as subject to permitted parking restrictions, subject to certain requirements;

WHEREAS, the Director of Engineering has received a request to designate a restricted parking area near Legend High School, which is causing safety and vehicular congestion problems in the adjacent single-family residential area, due to the excessive use of Town streets for the parking of vehicles that are not being accommodated on the premises of Legend High School;

WHEREAS, the Chief of Police has determined that a consistent parking shortage within the restricted parking area exists due to Legend High School;

WHEREAS, the Director of Engineering has reviewed the request and has determined the boundaries of the proposed restricted parking area;

WHEREAS, the Director of Engineering has caused notice to be mailed to the property owners within the proposed restricted parking area as provided in the Parker Municipal Code;

WHEREAS, the Director of Engineering has received the consent of at least seventy percent (70%) of the property owners within the proposed restricted parking area;

WHEREAS, the Town Council has determined that the proposed restricted parking area meets the requirements of the Parker Municipal Code in that it is located no more than 1500 feet from the property line of Legend High School, that multiple parking complaints or violations within the restricted parking area have been received by the Town within the last 12 months, that the restricted parking area is located only on residential local streets with single-family driveway access and not on collector or arterial roads, that the restricted parking area contains entire block lengths or terminates at intersections and it is not contained within a subdivision that had previously enacted regulations or covenants that prohibit parking within the subdivision;

WHEREAS, the Town Council did hold a public hearing at which all interested persons were heard; and

WHEREAS, the Town Council has determined that it is in the best interests of the residents to establish a restricted parking area near Legend High School.

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 determines that a restricted parking area shall be established in the area shown on **Exhibit 1**, attached hereto and incorporated herein by this reference.

Section 2. The Town Council further determines that parking in such area shall be restricted as follows: No parking Monday through Friday, 7:00 a.m. to 3:00 p.m., except on Town observed holidays.

Section 3. The Director of Engineering shall cause notice of the foregoing designation to be mailed to property owners and residents within and adjacent to the designated restricted parking area, in accordance with the Parker Municipal Code, and for signs to be erected describing that parking is prohibited during the days and times specified herein, unless an authorized permit, issued by the Chief of Police, is displayed in the parked vehicle.

Section 4. The Recitals of this Resolution are incorporated herein by this reference.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT 1
Map of Restricted Parking Area