

TOWN OF PARKER COUNCIL AGENDA

September 18, 2023

Notes:

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

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

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

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

PLEASE NOTE: Public participation is NOT available through YouTube.

1. TOWN COUNCIL MEETING SCHEDULE

- A. 6:30 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. PUBLIC COMMENTS (No action will be taken on these items.)** *Public Comment is an opportunity for Town residents and other interested individuals to speak about items that are NOT on the agenda. This comment period is limited to 30 minutes total time, with each individual allowed a maximum of 3 minutes to speak. You must sign up ahead of time in order to comment, and that sign up begins 30 minutes before the start of the meeting. The Council will accommodate as many speakers as possible during this time—with preference to Town residents—but if public comment extends beyond the allotted 30 minutes, Town Council will continue the comment period at the end of the meeting, prior to adjourning for those who signed up before the meeting.*

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

4. 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 - September 5, 2023**

B. LEMON GULCH TRAIL PROJECT

Department: Engineering and Public Works, Michael Grabczyk & Alex Mestdagh

1. *RESOLUTION NO. 23-076
A Resolution Accepting the Conveyance of Real Property from Meadowlark Homeowners Association for the Lemon Gulch Trail*
2. *RESOLUTION NO. 23-077
A Resolution Accepting the Conveyance of Real Property from The William L. Coyle And Ralph and Marsha Perkins, Jr., Living Trust for the Lemon Gulch Trail*
3. *RESOLUTION NO. 23-078
A Resolution Accepting the Conveyance of a Drainage Easement from The William L. Coyle And Ralph and Marsha Perkins, Jr., Living Trust for the Lemon Gulch Trail*
4. *RESOLUTION NO. 23-079
A Resolution Accepting the Conveyance of Real Property from Parker Water and Sanitation District for the Lemon Gulch Trail*

C. CONTRACT OVER \$100,000

1. *Parking Lot Snow Removal Contract
Amount: \$160,000
Contractor: Outside the Box (OTB)
Department: Engineering and Public Works, Jim Gilbert*

5. ORDINANCES

A. ORDINANCE NO. 3.286.4 - Second Reading

A Bill for an Ordinance to Amend Subsection 13.07.130(h) of the Parker Municipal Code Concerning Dedication Statements

**Department: Community Development, Stacey Nerger
Community Development, Bryce Matthews**

B. ORDINANCE NO. 3.362.1 - Second Reading

A Bill for an Ordinance to Amend Section 13.02.010 and Section 13.10.090 of the Parker Municipal Code Concerning Utilities

**Department: Community Development, Stacey Nerger
Community Development, Bryce Matthews**

6. **CONTRACT OVER \$500,000**

O'Brien Park Streetscape Construction Contract

Amount: \$616,504.27

Contractor: Sabell's Civil and Landscape, LLC

Department: Parks, Recreation and Open Space, Brett Collins

7. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

8. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

September 18, 2023

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

1. Council policy concerning complaints against Town Council appointees

**TOWN OF PARKER COUNCIL
MINUTES
SEPTEMBER 5, 2023**

Mayor Jeff Toborg called the meeting to order at 5:30 p.m. All Councilmembers were present, except for Joshua Rivero.

Town Attorney Kristin Hoffmann announced there were three topics for discussion in the Executive Session. The first item, pursuant to C.R.S. § 24-6-402(4)(e), was regarding Chapter 4.10 of the Parker Municipal Code concerning a Shopping Center Assistance Program application. The other two items, pursuant to C.R.S. § 24-6-402(4)(b), were concerning the Greater Downtown Special Private Art Permit and House Bill 23-1061 and the American Academy Charter School traffic impacts and potential litigation.

EXECUTIVE SESSION

Brandi Wilks moved and Laura Hefta seconded to enter into Executive Session at 5:31 p.m. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Anne Barrington moved and Todd Hendreks seconded to come out of Executive Session at 6:42 p.m.

The motion was approved unanimously.

Brandi Wilks moved and Anne Barrington seconded to recess the Regular Meeting until 7:00 p.m.

The motion was approved unanimously.

REGULAR SESSION

Mayor Toborg reconvened the meeting at 7:00 p.m.

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

PUBLIC COMMENTS

None.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Each Councilmember reported on meetings and activities they had attended since the last Town Council meeting.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - August 21, 2023*
- B. *ORDINANCE NO. 3.286.4 - First Reading*
A Bill for an Ordinance to Amend Subsection 13.07.130(h) of the Parker Municipal Code Concerning Dedication Statements
Department: Community Development, Stacey Nerger
Community Development, Bryce Matthews
Second Reading: September 18, 2023
- C. *ORDINANCE NO. 3.362.1 - First Reading*
A Bill for an Ordinance to Amend Section 13.02.010 and Section 13.10.090 of the Parker Municipal Code Concerning Utilities
Department: Community Development, Stacey Nerger
Community Development, Bryce Matthews
Second Reading: September 18, 2023
- D. *LOOKING GLASS FILING NO. 9 DRAINAGE EASEMENTS*
Department: Engineering and Public Works, Michael Walton
1. *RESOLUTION NO. 23-080*
A Resolution Accepting the Conveyance of a Drainage Easement From VPDF LG LLC, a Delaware limited liability company, for the Southeast Quarter of Section 5, Township 7 South, Range 66 West of the 6th Principal Meridian
Department: Engineering and Public Works, Michael Walton
2. *RESOLUTION NO. 23-081*
A Resolution Accepting the Conveyance of a Drainage Easement From VPDF LG LLC, a Delaware limited liability company, for the Northwest Quarter of Section 5, Township 7 South, Range 66 West of the 6th Principal Meridian
Department: Engineering and Public Works, Michael Walton
3. *RESOLUTION NO. 23-082*
A Resolution Accepting the Conveyance of a Drainage Easement From VPDF LG LLC, a Delaware limited liability company, for the Southeast Quarter and Southwest Quarter of Section 5 and the Southeast Quarter of Section 6, Township 7 South, Range 66 West of the 6th Principal Meridian
Department: Engineering and Public Works, Michael Walton

E. CONTRACTS OVER \$100,000

1. Stroh Road Widening 30% Design Contract

Amount: \$491,374.29

Contractor: RMS, Inc.

Department: Engineering and Public Works, Nathan Klass

2. Hilltop Road and Canterbury Parkway Area Improvements CIP 22-039-CM Professional Services Agreement – Contract Modification

Amount: Addition of \$64,437 for a total of \$133,550

Contractor: Alfred Benesch & Company

Department: Engineering and Public Works, Tom Gill

3. Snow Mitigation Material

Amount: \$100,000

Contractor: GMCO

Department: Eng. & Public Works, Jim Gilbert & Scott Borzillo

F. PROCLAMATION - Constitution Week - Daughters of the American Revolution

John Diak moved to approve Consent Agenda Items 4A through 4F.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

PUBLIC HEARINGS

OLDE TOWN METROPOLITAN DISTRICT

Department: Town Attorney, Kristin Hoffmann

Mayor Toborg opened the Public Hearing at 7:06 p.m.

In 2004, the Town approved a Service Plan for Olde Town Metropolitan District (the "District"). The District is comprised of approximately 13 acres of commercial property at the corner of Mainstreet and Jordan. The Town received an application for approval of an amended and restated service plan and intergovernmental agreement (IGA) for the District. This item was for approval of the District's proposed service plan and IGA with the District.

Karlie Ogden with Icenogle Seaver Pogue made a presentation on behalf of the applicant and answered questions from the Council.

Public Comments: None.

Mayor Toborg closed the Public Hearing at 7:16 p.m.

1. RESOLUTION NO. 23-059

A Resolution to Approve the Amended and Restated Service Plan for Olde Town Metropolitan District

Laura Hefta moved to approve Resolution No. 23-059.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

2. ORDINANCE NO. 9.362 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker, Colorado, and Olde Town Metropolitan District

Todd Hendreks moved to approve Ordinance No. 9.362 on second reading.

Laura Hefta seconded the motion.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Anne Barrington moved to adjourn the meeting at 7:19 p.m.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: September 18, 2023

Submitted By: Michael Grabczyk, Project Engineer
Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **LEMON GULCH TRAIL PROJECT**

Department: **Engineering and Public Works, Michael Grabczyk & Alex Mestdagh**

EXECUTIVE SUMMARY

These resolutions are for the acceptance of several trail and drainage easements associated with the Lemon Gulch Trail Improvements capital improvement project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

These resolutions are for the acceptance of several trail and drainage easements associated with the Lemon Gulch Trail Improvements capital project. Two easements consist of a trail and drainage easement on a private property known as the Coyle Property. Two more easements consist of trail and drainage easements on private property owned by the Meadowlark HOA. The final easement is a revision to a trail easement granted by Parker Water and Sanitation district in 2021. These easements are being granted at no cost to the Town.

FINANCIAL IMPACT

These easements are being granted at no cost to the Town.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Resolution No. 23-076
2. Resolution No. 23-077
3. Resolution No. 23-078
4. Resolution No. 23-079

RECOMMENDED MOTION

I move to approve Resolution No. 23-076, as part of the consent agenda.
I move to approve Resolution No. 23-077, as part of the consent agenda.
I move to approve Resolution No. 23-078, as part of the consent agenda.

I move to approve Resolution No. 23-079, as part of the consent agenda.

RESOLUTION NO. 23-076, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM THE MEADOWLARK HOMEOWNERS ASSOCIATION FOR THE LEMON GULCH TRAIL

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain property interests for an easement for a bike and pedestrian trail from the Meadowlark Homeowners Association for the Lemon Gulch Trail;

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 an easement for a bike and pedestrian trail from the Meadowlark Homeowners Association for the Lemon Gulch Trail, as provided in the Recreational Trail Easement Agreement, which is attached hereto 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 _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

RECREATIONAL TRAIL EASEMENT AGREEMENT

THIS RECREATIONAL TRAIL EASEMENT AGREEMENT is made this 24 day of May, 2023, between Meadowlark Homeowners Association, Inc., a Colorado nonprofit corporation (hereinafter referred to as the "Grantor"), and the Town of Parker, Colorado, a Colorado municipal corporation (hereinafter referred to as the "Town").

1. Grant of Easement. In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town an easement for a bike and pedestrian trail, including the maintenance, repair, removal and replacement of such trail and appurtenances thereto, in, under, through and across the property described in **Exhibit A**, which is attached hereto and hereinafter referred to as the "Trail Easement Across the Grantor's Property".

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

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

4. Insurance. The Town shall maintain general liability insurance in an amount not less than the limits specified in the Colorado Governmental Immunity Act, as amended, for the Trail Easement Across the Grantor's Property for bodily injury and property damage losses attributable to the maintenance, operation and use of the bike and pedestrian trail.

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

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

Executed and delivered the day and year first above written.

**GRANTOR: MEADOWLARK
HOMEOWNERS ASSOCIATION, INC.**

By: 
DAVID FLESHER, PRESIDENT
[Print name and title]

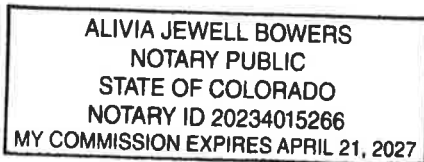
STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 24 day of May, 2023, by David Flesher, as President of Meadowlark Homeowners Association, Inc.

My commission expires: April 21, 2027.

SEAL


Notary Public



TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

Legal Description

Tracts G and H, Meadowlark Subdivision Filing No. 1

RESOLUTION NO. 23-077, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM THE WILLIAM L. COYLE AND RALPH AND MARSHA PERKINS, JR., LIVING TRUST FOR THE LEMON GULCH TRAIL

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain property interests for an easement for a bike and pedestrian trail from William L. Coyle and Ralph and Marsha Perkins, Jr., Living Trust for the Lemon Gulch Trail;

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 an easement for a bike and pedestrian trail from William L. Coyle and Ralph and Marsha Perkins, Jr., Living Trust for the Lemon Gulch Trail, as provided in the Recreational Trail Easement Agreement, which is attached hereto 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 _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

RECREATIONAL TRAIL EASEMENT AGREEMENT

THIS RECREATIONAL TRAIL EASEMENT AGREEMENT is made this 11th day of AUGUST, 2023, between William L. Coyle, an individual ("Coyle"), and The Ralph and Marsha Perkins, Jr., Living Trust UTA dated May 24, 2021 (the "Trust," and collectively with Coyle, the "Grantor"), and the Town of Parker, Colorado, a Colorado municipal corporation (hereinafter referred to as the "Town").

1. Grant of Easement. In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town an easement for a bike and pedestrian trail, including the maintenance, repair, removal and replacement of such trail and appurtenances thereto, in, under, through and across the property described in **Exhibit A**, which is attached hereto and hereinafter referred to as the "Trail Easement Across the Grantor's Property".

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

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

4. Insurance. The Town shall maintain general liability insurance in an amount not less than the limits specified in the Colorado Governmental Immunity Act, as amended, for the Trail Easement Across the Grantor's Property for bodily injury and property damage losses attributable to the maintenance, operation and use of the bike and pedestrian trail.

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

6. Joint and Several Liability. The obligations imposed by this Trail Easement Across the Grantor's Property upon the Grantor shall be joint and several. If the Grantors are defined as more than one entity or individual, this provision shall apply.

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

Executed and delivered the day and year first above written.

GRANTOR: WILLIAM L. COYLE

By: William L. Coyle

STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 11th day of August, 2023, by William L. Coyle.

DUSTYN KAYE CONNELLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224033458
MY COMMISSION EXPIRES AUGUST 25, 2026

My commission expires: 08-25-2026
[Signature]
Notary Public

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

GRANTOR: THE RALPH AND MARSHA PERKINS, JR., LIVING TRUST, UTA DATED MAY 24, 2021

By:

Ralph Perkins, Jr.
Ralph Perkins, Jr., Trustee

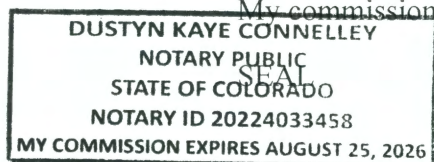
By:

Marsha Perkins
Marsha Perkins, Trustee

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 11th day of August, 2023, by Ralph Perkins, Jr., as Trustee of The Ralph and Marsha Perkins, Jr Living Trust UTA dated May 24, 2021.

My commission expires: 08-25-2024.



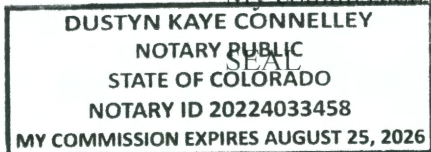
Notary Public

[Signature]

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 16th day of August, 2023, by Marsha Perkins, as Trustee of The Ralph and Marsha Perkins, Jr Living Trust UTA dated May 24, 2021.

My commission expires: 08/25/2024.



Notary Public

[Signature]

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

TOWN OF PARKER, COLORADO

By:

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A
LEGAL DESCRIPTION

TWO (2) PARCELS OF LAND BEING A PORTION OF THAT CERTAIN WARRANTY DEED AS RECORDED IN BOOK 638, PAGE 863 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHWEST QUARTER OF SECTION 3, AND THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, WHENCE THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 BEARS NORTH 89°52'55" EAST, A DISTANCE OF 2649.10 FEET, ALL BEARINGS HEREON ARE REFERENCED THERETO;

THENCE SOUTH 15°53'03" EAST, A DISTANCE OF 1428.84 FEET TO THE EASTERLY BOUNDARY OF SAID WARRANTY DEED, AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°06'57" EAST, A DISTANCE OF 63.19 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 18°20'11" WEST, A DISTANCE OF 17.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 98.65 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°09'15", AN ARC LENGTH OF 46.75 FEET TO THE SOUTHERLY BOUNDARY OF SAID WARRANTY DEED;

THENCE NON-TANGENT TO SAID CURVE, ALONG SAID SOUTHERLY BOUNDARY, SOUTH 83°28'25" WEST, A DISTANCE OF 48.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 78.65 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 15°10'35" WEST;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°29'13", AN ARC LENGTH OF 77.54 FEET;

THENCE NORTH 18°20'11" EAST, A DISTANCE OF 77.40 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.048 ACRES, (2,106 SQUARE FEET), MORE OR LESS.

PARCEL B

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, WHENCE THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 BEARS NORTH 89°52'55" EAST, A DISTANCE OF 2649.10 FEET, ALL BEARINGS HEREON ARE REFERENCED THERETO;

THENCE SOUTH 10°53'00" EAST, A DISTANCE OF 1529.16 FEET TO THE SOUTHERLY BOUNDARY OF SAID WARRANTY DEED, AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 83°28'25" WEST, A DISTANCE OF 357.76 FEET;
2. SOUTH 73°12'48" WEST, A DISTANCE OF 97.39 FEET;

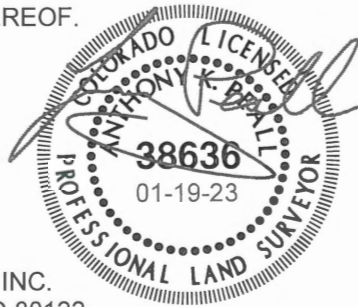
THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 14°20'15" WEST, A DISTANCE OF 5.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 3,655.03 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 14°20'15" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°42'59", AN ARC LENGTH OF 109.49 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,566.12 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°40'20", AN ARC LENGTH OF 346.38 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.064 ACRES, (2,768 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



ANTHONY K. PEALL, PLS 38636
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

(BASIS OF BEARINGS)
NORTH LINE OF THE NORTHWEST
QUARTER OF SECTION 3
N89°52'55"E 2649.10'

NORTHEAST CORNER
OF THE NORTHWEST QUARTER OF
SECTION 3, T7S, R66W, 6TH P.M.

NW 1/4 SEC. 3,
T.7S., R.66W., SIXTH P.M.

WARRANTY DEED
BOOK 638, PAGE 863
REC NO. 8606651

POINT OF BEGINNING
PARCEL A

TRAIL EASEMENT
REC NO. 2021027179

DRAINAGE EASEMENT
REC NO. 2018050054

GRADING EASEMENT
REC NO. 2019021543

GRADING EASEMENT
REC NO. 2019021543

PARCEL B
2,768 SF
0.064 AC

POINT OF BEGINNING
PARCEL B

TRACT G

N15°10'35"W
(RADIAL)

PARCEL A
2,106 SF
0.048 AC

PARKER WATER &
SANITATION DISTRICT
REC. NO. 2004124024

PROPOSED WELL SITE
BOOK 515, PAGE 1037

**MEADOWLARK
SUBDIVISION FILING NO. 1**
REC NO. 2019012121

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	27°09'15"	98.65'	46.75'
C2	56°29'13"	78.65'	77.54'
C3	1°42'59"	3655.03'	109.49'
C4	12°40'20"	1566.12'	346.38'

0' 50' 100' 200'

SCALE: 1" = 100'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°06'57"E	63.19'
L2	S18°20'11"W	17.46'
L3	S83°28'25"W	48.88'
L4	N18°20'11"E	77.40'
L5	S83°28'25"W	357.76'
L6	S73°12'48"W	97.39'
L7	N14°20'15"W	5.60'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	27°09'15"	98.65'	46.75'
C2	56°29'13"	78.65'	77.54'
C3	1°42'59"	3655.03'	109.49'
C4	12°40'20"	1566.12'	346.38'

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



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave, Suite 100
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.azteconsultants.com

TRAIL EASEMENT

NW 1/4 SEC. 3, NE 1/4 SEC 4, T7S, R66W, 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PATH: Q:\19821-01 - Lemon Gulch Reach 1 - Mapping\Dwg\EXHIBITS TRAIL EASEMENT 1.DWG

JOB NUMBER: 19821-01 DATE: 01/19/2023 DWG: BAM CHK: AKP 3 OF 3 SHEETS

RESOLUTION NO. 23-078, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM THE WILLIAM L. COYLE AND RALPH AND MARSHA PERKINS, JR., LIVING TRUST FOR THE LEMON GULCH TRAIL

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 William L. Coyle and Ralph and Marsha Perkins, Jr., Living Trust for the Lemon Gulch Trail for the Lemon Gulch Trail, 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 _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this 11th day of AUGUST, 2023, by and between William L. Coyle, an individual ("Coyle"), having an address of 11 Cavanaugh Road, Bennet, Colorado 80102, and The Ralph and Marsha Perkins, Jr., Living Trust UTA dated May 24, 2021, having an address of 11383 Bradbury Ranch Drive, Parker, Colorado 80134 (the "Trust," and collectively with Coyle, the "Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (hereinafter referred to as the "Grantee").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

AGREEMENT

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, the parties 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 the Drainage Facilities. Subject to the terms of this Easement Agreement, Grantee shall also have the specific rights of ingress and egress for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities; additionally, Grantee shall have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees to coordinate all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property with Grantor so as to minimize any disruption to Grantor's property.

2. Unencumbered Title. Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

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 Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities 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 (i) the Grantee fails to correct the maintenance problem within fourteen (14) days after the date of written notice from Grantee (the "Correction Period"); or (ii) fails to begin to clean, cure or correct such problem within fourteen (14) days after receipt of notice if such problem cannot be reasonably cleaned, cured or corrected within the Correction Period, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantee may correct the maintenance problem 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 Douglas 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 the real property identified on **Exhibit A**. 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. Joint and Several Liability. The obligations imposed by this Easement Agreement upon the Grantor shall be joint and several. If the Grantors are defined as more than one entity or individual, this provision shall apply.

8. Miscellaneous.

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

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

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

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

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

GRANTOR: WILLIAM L. COYLE

William L. Coyle

STATE OF Colorado)

COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 1st day of August, 2023, by William L. Coyle.

DUSTYN KAYE CONNELLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224033458
MY COMMISSION EXPIRES AUGUST 25, 2026

My commission expires: 08-25-2026

[Signature]
Notary Public

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

GRANTOR: THE RALPH AND MARSHA PERKINS, JR., LIVING TRUST, UTA DATED MAY 24, 2021

By:

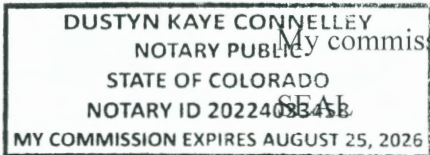
Ralph Perkins, Jr., Trustee

By:

Marsha Perkins, Trustee

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 17th day of August, 2023, by Ralph Perkins, Jr., as Trustee of The Ralph and Marsha Perkins, Jr Living Trust UTA dated May 24, 2021.



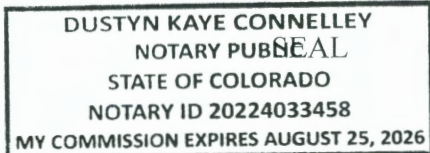
My commission expires: 08-25-2026

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 16th day of August, 2023, by Marsha Perkins, as Trustee of The Ralph and Marsha Perkins, Jr Living Trust UTA dated May 24, 2021.

My commission expires: 08/25/2026



Notary Public

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

GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN SPECIAL WARRANTY DEED AS RECORDED AT RECEPTION NO. 2021076116 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, WHENCE THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 BEARS NORTH 89°52'55" EAST, A DISTANCE OF 2649.10 FEET, ALL BEARINGS HEREON ARE REFERENCED THERETO;

THENCE SOUTH 16°15'37" EAST, A DISTANCE OF 1396.39 FEET TO THE EASTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED, AND THE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY AND THE SOUTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED THE FOLLOWING TWO (2) COURSES;

1. SOUTH 00°06'57" EAST, A DISTANCE OF 149.39 FEET TO THE SOUTHEAST CORNER OF SAID WARRANTY DEED;
2. SOUTH 83°28'25" WEST, A DISTANCE OF 71.67 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 04°06'27" WEST, A DISTANCE OF 22.25 FEET;

THENCE NORTH 11°16'45" EAST, A DISTANCE OF 76.04 FEET;

THENCE NORTH 43°13'12" EAST, A DISTANCE OF 82.33 FEET;

THENCE NORTH 58°14'18" EAST, A DISTANCE OF 1.46 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.182 ACRES, (7,945 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

ANTHONY K. PEALL, PLS 38636
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

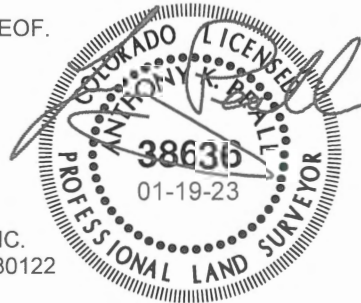
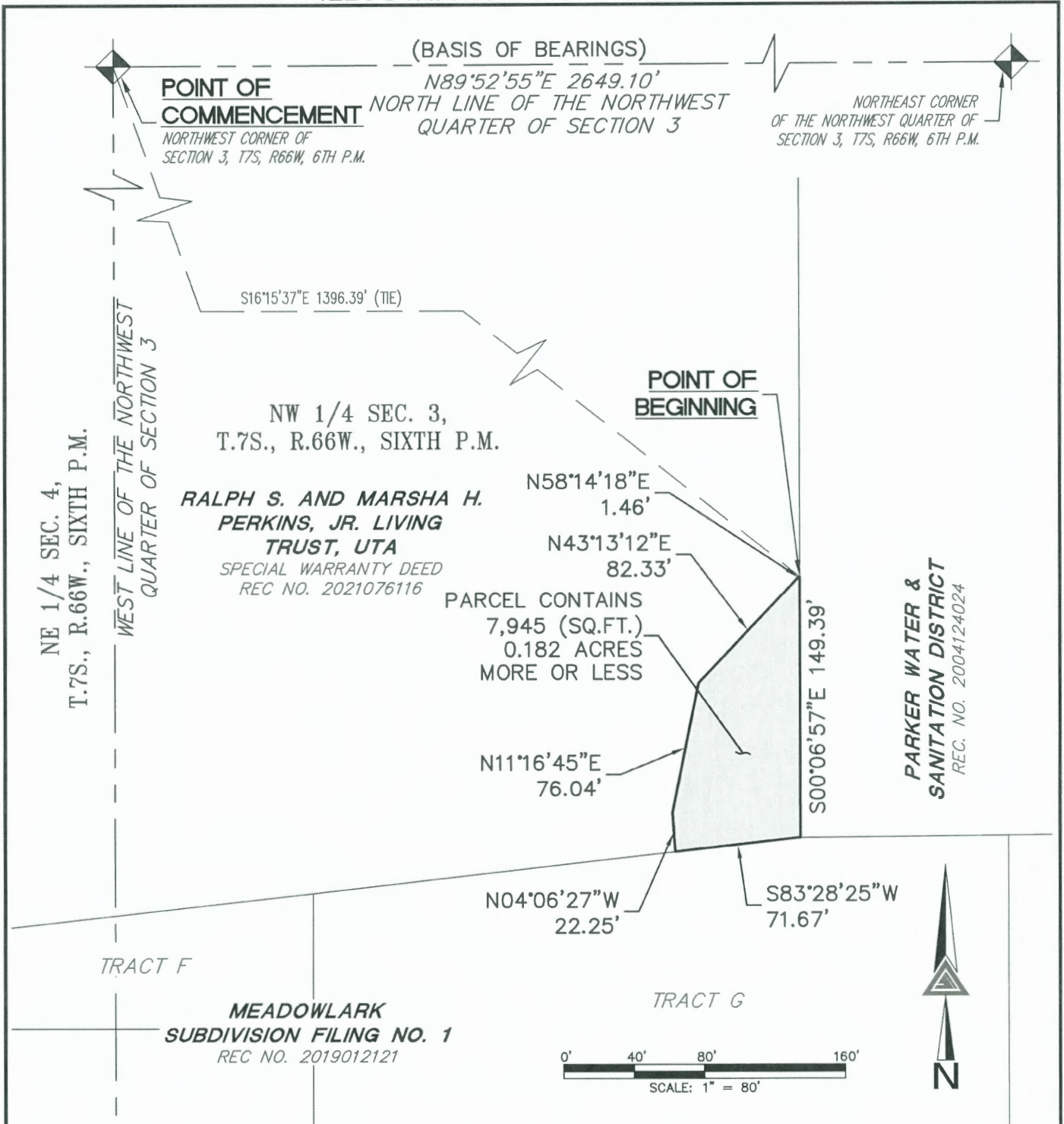


ILLUSTRATION TO EXHIBIT A



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

AZTEC
 CONSULTANTS, INC.

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

DRAINAGE EASEMENT
 NW 1/4 SEC. 3, T.7S., R.66W., 6TH P.M.
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PATH: Q:\19821-01 - Lemon Gulch Reach 1 - Mapping\Drawings\EXHIBITS DRAINAGE EASEMENT 1.DWG
 JOB NUMBER: 19821-01 DATE: 01/19/2023 DWG: BAM CHK: AKP 2 OF 2 SHEETS

RESOLUTION NO. 23-079, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM PARKER WATER AND SANITATION DISTRICT FOR THE LEMON GULCH TRAIL, AS AMENDED

WHEREAS, on March 1, 2021, the Town Council of the Town of Parker accepted the conveyance of an easement for a bike and pedestrian trail from Parker Water and Sanitation District for the Lemon Gulch Trail;

WHEREAS, the alignment of the Lemon Gulch Trail was modified necessitating an amendment to the Recreational Trail Easement Agreement; 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 an easement for a bike and pedestrian trail from Parker Water and Sanitation District for the Lemon Gulch Trail, as provided in the First Amendment to Recreational Trail Easement Agreement, which is attached hereto 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 _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

FIRST AMENDMENT TO RECREATIONAL TRAIL EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO RECREATIONAL TRAIL EASEMENT AGREEMENT (the "First Amendment") is made this ____ day of _____, 2023, between Parker Water and Sanitation District (hereinafter referred to as the "Grantor") and the Town of Parker, Colorado, a Colorado municipal corporation (hereinafter referred to as the "Town").

RECITALS:

A. The Grantor and the Town entered into a Recreational Trail Easement Agreement on March 1, 2021, which agreement is recorded at Reception No. 2021027179 in the Office of the Douglas County Clerk and Recorder (the "Easement Agreement").

B. The Town desires to amend Paragraph 1 of the Easement Agreement to modify the alignment of the Lemon Gulch Trail.

C. The Grantor is willing to modify the alignment of the Lemon Gulch Trail, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the aforesaid and mutual covenants and agreements contained in this First Amendment, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor and the Town hereby agree to this First Amendment as follows:

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

1. Grant of Easement. In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town an easement for a bike and pedestrian trail, including the maintenance, repair, removal and replacement of such trail and appurtenances thereto, in, under, through and across the property described in **Replacement Exhibit A**, which is attached hereto and hereinafter referred to as the "Trail Easement Across the Grantor's Property."

Section 2. The Grantor and the Town acknowledge and agree that the Easement Agreement has not been modified, except as provided in this First Amendment

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

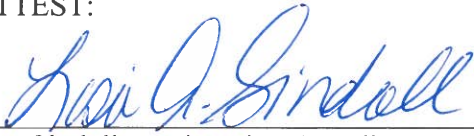
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment by their respective duly authorized officers, as of the date and year first set forth above.

**GRANTOR: PARKER WATER AND
SANITATION DISTRICT**

By:


Ron R. Redd, P.E., District Manager *AB*

ATTEST:


Lisa Sindall, Engineering Coordinator

TOWN OF PARKER, COLORADO

By:

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

REPLACEMENT EXHIBIT A LEGAL DESCRIPTION PERMANENT EASEMENT

A 20' wide strip of land over and across that parcel of land described at Reception No. 2004124024, except that portion described at Reception No. 2018069070 in the Public Records of Douglas County, located in the Northwest Quarter of Section 3, Township 7 South, Range 66 West of the 6th Principal Meridian, County of Douglas, State of Colorado, said 20 foot wide strip being 10.00 feet on both sides of the following described centerline:

For the purpose of this description the bearings are referenced to the North Line of the Northwest Quarter of Section 3, Township 7 South, Range 66 West of the 6th P.M., assumed to bear North 89°33'34" East, a distance of 2649.03 feet, monumented by a found 3/4" aluminum cap marked PLS 17666 1999 on a #6 rebar in a range box at the Northwest Corner and by a found 3/4" aluminum cap marked PLS 29761 2006 on a #6 rebar in a range box at the North Quarter Corner of said Section 3.

Commencing at the Northwest Corner of Section 3, Township 7 South, Range 66 West of the 6th Principal Meridian;

THENCE North 89°33'34" East, along the North Line of the Northwest Quarter of Section 3, Township 7 South, Range 66 West of the 6th P.M., a distance of 1482.17 feet;

THENCE South 00°26'26" East, a distance of 59.39 feet to the south line of that parcel of land described at Reception No. 2018069070 in the Public Records of Douglas County, being the south right of way line of Stroh Road and the Point of Beginning;

THENCE South 22°41'51" West, a distance of 11.32 feet;

THENCE along a curve to the right, an arc length of 118.10 feet, said curve having a radius of 115.00 feet, a delta angle of 58°50'20", a chord bearing of South 52°07'01" West, and a chord length of 112.98 feet;

THENCE South 81°32'11" West, a distance of 31.09 feet;

THENCE along a curve to the left, an arc length of 52.39 feet, said curve having a radius of 125.00 feet, a delta angle of 24°00'46", a chord bearing of South 69°36'03" West, and a chord length of 52.01 feet;

THENCE South 57°35'39" West, a distance of 92.44 feet;

THENCE along a curve to the left, an arc length of 167.01 feet, said curve having a radius of 200.00 feet, a delta angle of 47°50'42", a chord bearing of South 33°40'18" West, and a chord length of 162.20 feet;

THENCE South 09°44'57" West, a distance of 489.93 feet;

THENCE along a curve to the right, an arc length of 204.54 feet, said curve having a radius of 250.00 feet, a delta angle of 46°52'41", a chord bearing of South 33°11'17" West, and a chord length of 198.89 feet;

THENCE South 56°37'38" West, a distance of 354.00 feet;

continued

OWNER

**PARKER WATER &
SANITATION DISTRICT**

APN: 2349-032-00-029

CALC: AVV DATE: 5/19/2023

DRWN: RD JOB No. 1701-040

SHEET 1 OF 4

PART OF THE
NORTHWEST QUARTER
SECTION 3, T.7S., R.66W.

DOUGLAS COUNTY, COLORADO

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.

**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE #361
PARKER, CO 80134

\\Survey\1701040\Drawings\TOP Lemon Gulch Trail Easement Rev2.dwg

**REPLACEMENT EXHIBIT A
LEGAL DESCRIPTION
PERMANENT EASEMENT**

continued

THENCE along a curve to the right, an arc length of 40.81 feet, said curve having a radius of 150.00 feet, a delta angle of 15°35'20", a chord bearing of South 64°25'18" West, and a chord length of 40.69 feet;

THENCE South 72°12'58" West, a distance of 18.62 feet;

THENCE along a curve to the left, an arc length of 19.83 feet, said curve having a radius of 150.00 feet, a delta angle of 07°34'32", a chord bearing of South 68°25'42" West, and a chord length of 19.82 feet;

THENCE South 64°38'26" West, a distance of 98.79 feet;

THENCE along a curve to the left, an arc length of 33.82 feet, said curve having a radius of 93.15 feet, a delta angle of 20°48'15", a chord bearing of South 54°14'19" West, and a chord length of 33.64 feet;

THENCE along a curve to the left, an arc length of 86.03 feet, said curve having a radius of 195.77 feet, a delta angle of 25°10'36", a chord bearing of South 31°14'53" West, and a chord length of 85.34 feet;

THENCE South 18°39'35" West, a distance of 67.22 feet to the west line of said parcel of land described at Reception No. 2004124024 and the Point of Terminus, whence the southwest corner of said parcel of land described at Reception No. 2004124024, bears South 00°26'12" East, a distance of 79.22.

Containing 37719 Square Feet, or 0.866 Acres, more or less.

The sidelines of said strip of land to be lengthened or shortened to intersect said south line of that parcel of land described at Reception No. 2018069070, and said west line of that parcel of land described at Reception No. 2004124024.

OWNER

**PARKER WATER &
SANITATION DISTRICT**

APN: 2349-032-00-029

CALC: AVW DATE: 5/19/2023

DRWN: RD JOB No. 1701-040

SHEET 2 OF 4

PART OF THE
NORTHWEST QUARTER
SECTION 3, T.7S., R.66W.

DOUGLAS COUNTY, COLORADO

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



NORTH QUARTER CORNER
SECTION 3 T.7S., R.66W.
LUM CAP PLS 29761 2006
'6 REBAR IN A RANGE BOX

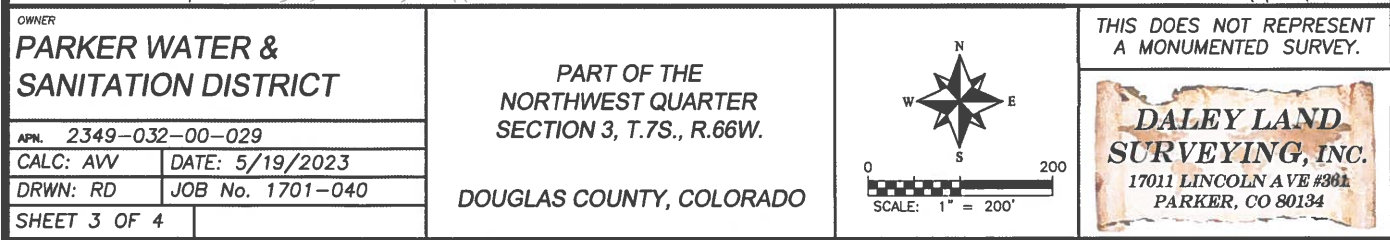


ILLUSTRATION FOR REPLACEMENT EXHIBIT A

LINE	BEARING	DISTANCE
L1	S22°41'51"W	11.32'
L2	S81°32'11"W	31.09'
L3	S57°35'39"W	92.44'
L4	S09°44'57"W	489.93'
L5	S56°37'38"W	354.00'
L6	S72°12'58"W	18.62'
L7	S64°38'26"W	98.79'
L8	S18°39'35"W	67.22'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	118.10'	115.00'	58°50'20"	S52°07'01"W	112.98'
C2	52.39'	125.00'	24°00'46"	S69°36'03"W	52.01'
C3	167.01'	200.00'	47°50'42"	S33°40'18"W	162.20'
C4	204.54'	250.00'	46°52'41"	S33°11'17"W	198.89'
C5	40.81'	150.00'	15°35'20"	S64°25'18"W	40.69'
C6	19.83'	150.00'	07°34'32"	S68°25'42"W	19.82'
C7	33.82'	93.15'	20°48'15"	S54°14'19"W	33.64'
C8	86.03'	195.77'	25°10'36"	S31°14'53"W	85.34'

OWNER

**PARKER WATER &
SANITATION DISTRICT**

APN: 2349-032-00-029

CALC: AVV DATE: 5/19/2023

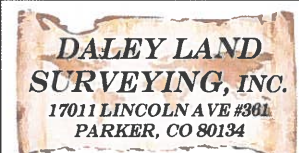
DRWN: RD JOB No. 1701-040

SHEET 4 OF 4

PART OF THE
NORTHWEST QUARTER
SECTION 3, T.7S., R.66W.

DOUGLAS COUNTY, COLORADO

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.





Request for Town Council Action

Date: September 18, 2023

Submitted By: Jim Gilbert, Deputy Director of Operations

Reviewed By: Michelle Kivela, Town Manager

Title: **Parking Lot Snow Removal Contract**

Amount: **\$160,000**

Contractor: **Outside the Box (OTB)**

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

EXECUTIVE SUMMARY

Engineering and Public Works is requesting Council approval to amend the existing contract with Outside The Box (OTB) as a contractor to perform snow mitigation efforts for the 2023-2024 snow season. OTB has been under contract for the last two snow seasons with the Town to perform residential plowing efforts during storms that meet the anticipated six (6) inch accumulation threshold. This amendment to the contract includes snowplowing efforts on Town-operated facility parking lots (Town Hall, Old Town Hall, Pace Center, Old School House, and two small areas of the downtown corridor).

OTB performed above expectations during the previous two years. This adjustment to the contract will free up Town staff to perform residential plowing efforts during larger anticipated storms and provide coverage for the Town operated facilities.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This request provides additional funding for the snow removal services provided by a contracted service provider. This is predicated on the need for resources to effectively and efficiently handle snow mitigation efforts during the winter season. In 2017, the Town increased the level of service to perform residential plowing efforts from twelve (12) inches down to six (6) inches. Initially, the resources allocated for this function derived from Parks, Forestry and Open Space, in conjunction with Engineering and Public Works. Within a few years, it was identified that allocating these resources impacted other levels of service within the snow mitigation efforts and a decision was made to contract out for additional resources.

The original contract for services scope of work only allocated resources in anticipation of an event in which the Town would perform residential plowing. After the first year of implementation, the contract service provider decided not to renew the contract. Over the next two years, similar contracting efforts were met with large resistance from private entities. Feedback received identified that the contract scope was not advantageous for organizations to

bid on. It made more sense financially for entities to bid on snow removal efforts that were more consistent in nature.

As a result of these findings, Town staff identified that adjusting the scope of the contract to provide resources during smaller sized events (from 2" or more) would make the contract more attractive to private entities. The contracted service will provide ongoing resources to assist the Parks team with snow removal efforts at park-operated facility parking lots. When storm events exceed the six (6) inch mark, Town personnel (Parks and Public Works) staff will be repositioned to perform snow removal efforts on residential roadways.

The impact of not approving this amendment may result in the cancellation of the contract by the vendor and need for the Town to attempt to find another provider. Additionally, if another provider is not attainable, the level of service that is expected will need to be reviewed and adjusted based on the resources available.

FINANCIAL IMPACT

The current not to exceed cost of this annual contract is \$60,000. This request includes an increase of \$100,000 for a total of \$160,000. Funding for this contract amendment for the remainder of FY 2023 will come from the Street's operations budget. This increase is also included in the FY 2024 budget submittal.

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**ENHANCE ECONOMIC
VITALITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: September 18, 2023

Submitted By: Bryce Matthews, Assistant Director - Planning
Stacey Nerger, Senior Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 3.286.4 - Second Reading**
A Bill for an Ordinance to Amend Subsection 13.07.130(h) of the
Parker Municipal Code Concerning Dedication Statements
Department: Community Development, Stacey Nerger
Community Development, Bryce Matthews

EXECUTIVE SUMMARY

Ordinance No. 3.286.4 will amend Section 13.07.130(h), Certifications, of the Parker Municipal Code to update the required subdivision plat dedication statement with language about the location of utility easements and to reformat the dedication statement to make it more readable.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council approved Ordinance No. 3.362 on October 17, 2022 to amend Section 13.10.090, Utilities, of the Parker Municipal Code concerning the standards for utility easements. Staff has administered the amended standards for utility easements during the past 11 months and has had the opportunity to determine how well they work in consultation with applicants. Overall, the amended standards for utility easements work well in meeting Town goals, but staff has determined there is a need for several revisions to improve and clarify them.

The proposed amendment to Section 13.07.130(h), Certifications, of the Parker Municipal Code will update the required dedication statement to address the location of easements and reformat the dedication statement to make it clearer and more understandable. The amended dedication statement will break the existing statement language down into categories (easements, right-of-way, sight triangles, etc...) and add utility easement language where none exists. The proposed utility easement language is being added in response to a request from CORE and Xcel.

The amended dedication statement and utility easement language has been prepared to support the Town's goals and address comments that both CORE and Xcel provided to staff. Both utility providers have reviewed and expressed their support for the utility easement language.

The Planning Commission will consider the proposed Ordinance at their September 14, 2023 meeting and will make a recommendation to the Town Council at that time.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. PC Staff Report
2. Ordinance No. 3.286.4

RECOMMENDED MOTION

I move to approve Ordinance No. 3.286.4 on second reading.



Planning Commission Staff Report

Planning Commission Date: 9/14/2023

Town Council Date: 9/18/2023

Hearing Type: **Public Meeting**
A Bill for an Ordinance to Amend Subsection
13.07.130(h) of the Parker Municipal Code Concerning
Dedication Statements

Location: **Townwide**

Project Planner: **Bryce Matthews, Assistant Director - Planning**

Applicant: **Town of Parker**

Executive Summary: Proposed Ordinance No. 3.286.4 will amend Section 13.07.130, Certifications, of the Parker Municipal Code to update the required subdivision plat dedication statement with language about the location of utility easements and to reformat the dedication statement to make it more readable.

Staff Recommendation: **Approval**

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve an ordinance to amend the Parker Municipal Code regarding dedications statements."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve an ordinance to amend the Parker Municipal Code regarding dedication statements with the following conditions:"

-List proposed conditions

"I move the Planning Commission recommend Town Council deny an ordinance to amend the Parker Municipal Code regarding dedications statements:"

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

"I move the Planning Commission vote to continue an ordinance to amend the Parker Municipal Code regarding dedication statements."

I. BACKGROUND/DISCUSSION

The Town Council approved Ordinance No. 3.362 on October 17, 2022 to amend Section 13.10.090, Utilities, of the Parker Municipal Code concerning the standards for utility easements.

Staff has administered the amended standards for utility easements during the past nine (9) months and has had the opportunity to determine how well they work in consultation with applicants. Overall, the amended standards for utility easements work well in meeting Town goals, but staff has determined there is a need for several revisions to improve and clarify them.

The proposed amendment to Section 13.07.130, Certifications, of the Parker Municipal Code will update the required dedication statement to address the location of easements and reformat the dedication statement to make it clearer and more understandable. The amended dedication statement will break the existing statement language down into categories (easements, right-of-way, sight triangles, etc.) and add utility easement language where none exists. The proposed utility easement language is being added in response to a request from CORE and Xcel.

The amended dedication statement and utility easement language has been prepared to support the Town's goals and address comments that both CORE and Xcel provided to staff. Both utility providers have reviewed and expressed their support for the utility easement language.

The Planning Commission will consider the proposed Ordinance at their September 14, 2023 meeting and will make a recommendation to the Town Council at that time.

II. PARKER 2035 MASTER PLAN

[Parker 2035 Master Plan | Town of Parker - Official Website](#)

MASTER PLAN CONSISTENCY	
Master Plan Designation	Choose an item. ☒ Consistent ☐ Inconsistent ☐ Not Applicable
Master Plan Character Discussion	The Master Plan includes <i>Chapter 11 Public Services and Utilities</i> sets forth the Town's desire to keep pace with demand and anticipated needs related to utilities and communication technologies while minimizing the aesthetic and environmental impacts of transmission and distribution systems. This proposed update to the Land Development Ordinance is specifically crafted to try to find the proper balance between the provision of quality utility service to our residents while minimizing the aesthetic impacts of above ground utility equipment. In addition, <i>Chapter 6 Land Use</i> seeks to Continue to assure that our Land Development Ordinance is fair, consistent and understandable. This amendment to the code is intended to create a more understandable and readable dedication statement for plats.
Consistent Goals/Strategies	<u>Public Services and Facilities 1</u> <u>Land Use 1.J</u>
Inconsistent Goals/Strategies	None

Staff Analysis	Amending the code regarding dedication statements is consistent with the Parker 2035 Master Plan.
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III. CONCLUSION

Staff recommends that the Planning Commission recommend that Town Council approve an ordinance that will amend the Land Development Ordinance regarding amending the dedication statements.

RECOMMENDED CONDITIONS

None

IV. ATTACHMENTS

Draft Ordinance

ORDINANCE NO. 3.286.4, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO AMEND SUBSECTION 13.07.130(h) OF THE PARKER MUNICIPAL CODE CONCERNING DEDICATION STATEMENTS

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

Section 1. Subsection 13.07.130(h) of the Parker Municipal Code is amended to read as follows:

13.07.130 Certifications.

* * *

(h) Dedication statement.

The undersigned, being all the owners, mortgagees, beneficiaries of deeds of trust and holders of other interests of the lands described herein, have laid out, subdivided and platted said lands into lots, tracts, blocks, streets and easements as shown hereon under the name and subdivision of _____.

Rights-of-way.

All public streets and rights-of-way shown hereon are dedicated and conveyed to the Town of Parker, Colorado, in fee simple absolute, for public uses and purposes.

Utility easements.

The utility easements as shown hereon are hereby dedicated for public utilities, ~~and~~ cable communication systems, ~~fiber~~, and other purposes as shown hereon. The entities are responsible for providing the utility services for which the easements are established are hereby granted the perpetual right of ingress and egress from and to adjacent properties for installation, maintenance and replacement of utility lines and related facilities. No improvements that conflict with or interfere with construction, maintenance or access to utilities shall be placed within the utility easements. Prohibited improvements include, but are not limited to, permanent structures, buildings, decks, stairs, window wells, air conditioning units, and other objects that may interfere with the utility facilities or use and maintenance thereof. Prohibited improvements may be removed by the entities responsible for providing the utility services. The owners of the property subject to or adjacent to the utility easements shown herein are responsible for the maintenance and operation of such areas, which does not include utility lines and related facilities. When the owner(s) or adjacent owners fail to adequately maintain such utility easements, including the removal of

prohibited improvements, the maintenance, operation, reconstruction and removal shall be at the cost of the owner(s).

Drainage and Stormwater.

Drainage and detention easements as shown hereon are hereby dedicated to the Town. The Town is hereby granted the perpetual right of ingress and egress from and to the adjacent properties for construction, repair, maintenance, operation and replacement of storm sewers and drainage facilities. The owners of the lands described herein are responsible for the maintenance and operation of drainage easements shown hereon and related facilities, as provided in the Storm Drainage and Environmental Criteria Manual, as amended. The undersigned grants the Town of Parker a perpetual right of ingress and egress from and to adjacent property to maintain, operate and reconstruct the drainage easements and related facilities covered by Chapter 4.08 of the Parker Municipal Code, as amended; and to maintain, operate and reconstruct the drainage easements and related facilities not covered by Chapter 4.08 of the Parker Municipal Code as amended, when the owner(s) fail to adequately maintain such drainage easements and related facilities, which maintenance, operation and reconstruction shall be at the cost of the owner(s). ~~All public streets and rights of way shown hereon are dedicated and conveyed to the Town of Parker, Colorado, in fee simple absolute, for public uses and purposes. Drainage and detention easements as shown hereon are hereby dedicated to the Town. The Town is hereby granted the perpetual right of ingress and egress from and to the adjacent properties for construction, repair, maintenance, operation and replacement of storm sewers and drainage facilities.~~

Sight easements.

The undersigned grants to the Town a sight easement(s) as shown hereon within the subdivision to maintain adequate sight distance at all roadway intersections as provided by the Town of Parker Roadway Design and Construction Criteria Manual, as amended. The Town is hereby granted the perpetual right of ingress and egress across all lots and tracts within the subdivision to remove any obstruction to the proper site distance, including, but not limited to, any structure, fence, utility box, raised median and landscaping, at the sole cost and expense of the owner of the lot and/or tract upon which such obstruction is situated. The owners or adjacent property owners of the lands are responsible for the maintenance and operation of sight easements shown hereon. ~~When~~ Should the owner(s) or adjacent owners fail to adequately maintain such sight easements, the Town may perform or cause to be performed the necessary maintenance, operation and reconstruction shall be at the cost of the owner(s).

Sidewalks.

The undersigned hereby dedicates sidewalk easements as shown hereon, which sidewalks shall remain open for public use. The undersigned grants the Town the perpetual rights of ingress and egress upon the adjacent property for the operation, maintenance, and reconstruction of the sidewalks. The Town shall

also have the right to remove any obstruction that would adversely affect the operation and maintenance of the sidewalks, as determined by the Town.

(Owners/Mortgagee)

By: _____
Title: _____

ATTEST:

Secretary

Subscribed and sworn to before me this ____ day of _____,
20____, by* (name printed).

WITNESS my hand and official seal.

Notary Public

My commission expires: _____.

* Signatures of officers signing for a Corporation shall be acknowledged as follows: "(Print name as President/Vice-President and (print name) as Secretary/ Treasurer, of (name of corporation), a (State) corporation."

NOTE: Include signature lines and notary lines for all owners/mortgagees.

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 _____,
2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney



Request for Town Council Action

Date: September 18, 2023

Submitted By: Bryce Matthews, Assistant Director - Planning
Stacey Nerger, Senior Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 3.362.1 - Second Reading**
A Bill for an Ordinance to Amend Section 13.02.010 and Section 13.10.090 of the Parker Municipal Code Concerning Utilities
Department: Community Development, Stacey Nerger
Community Development, Bryce Matthews

EXECUTIVE SUMMARY

Ordinance No. 3.362.1 will amend Section 13.02.010, Definitions, and Section 13.10.090, Utilities, of the Parker Municipal Code. The purpose of the proposed amendments is to further clarify utility related definitions; update standards for the location of easements serving a commercial use; and provide guidance about utility design for properties with multiple street fronts, such as corner lots.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On October 17, 2022, the Town Council approved Ordinance No. 3.362 to amend Section 13.10.090, Utilities, of the Parker Municipal Code concerning standards for utility easements. The Ordinance was approved to ensure that the location and design of utilities for electric service to new development meets community expectations and standards by locating easements for individual lots in the side and rear yards only.

Staff has administered the updated standards for utility easements during the past 11 months and has had the opportunity to determine how well they work in consultation with applicants. Overall, the amended standards work well in meeting the Town's goals for utility design with new development. However, staff has determined there is a need to further clarify the standards. The proposed amendment to Section 13.10.090, Utilities, is summarized below:

1. Adds a definition of On-Site Utilities and Equipment
2. Provides additional options for the location of utility equipment with residential development:
 - Allowing underground equipment to be located within the sidewalk and required utility easements adjacent to the front yard.

- Allowing underground equipment to be located within pocket easements along the front yard.
 - Where there are easements in tracts used for open space, parks and landscape buffers, allowing above-ground equipment subject to the provision of adequate screening.
3. Adds standards for the location of equipment and easements with commercial and light industrial development.
 4. Adds standards for properties with multiple street fronts (corner lots) where utilities may be under sidewalks and adjacent to roads/streets.
 5. Adds a clear allowance for improvements and connections to existing lines that serve multiple developments. Typically this would be the addition or relocation of switchgear electrical boxes.

The Planning Commission will consider proposed Ordinance No. 3.362.1 at their September 14, 2023 meeting and make a recommendation to the Town Council at that time.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. PC Staff Report
2. Ordinance No. 3.362.1

RECOMMENDED MOTION

I move to approve Ordinance No. 3.362.1 on second reading.



Planning Commission Staff Report

Planning Commission Date: 9/14/2023

Town Council Date: 9/18/2023

Hearing Type: **Public Meeting**
A Bill for an Ordinance to Amend Section 13.02.010 and Section 13.10.090 of the Parker Municipal Code Concerning Utilities

Location: **Townwide**

Project Planner: **Bryce Matthews, Assistant Director - Planning**

Applicant: **Town of Parker**

Executive Summary: The Town proposed to amend Section 13.02.010, Definitions, and Section 13.10.090, Utilities, of the Parker Municipal Code. The purpose of the proposed amendments is to further clarify utility related definitions; update standards for the location of easements serving a commercial use; and provide guidance about utility design for properties with multiple street fronts, such as corner lots.

Staff Recommendation: **Approval**

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve an ordinance to amend the Parker Municipal Code regarding utilities."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve an ordinance to amend the Parker Municipal Code regarding utilities with the following conditions:"

-List proposed conditions

"I move the Planning Commission recommend Town Council deny an ordinance to amend the Parker Municipal Code regarding utilities:"

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

"I move the Planning Commission vote to continue an ordinance to amend the Parker Municipal Code regarding utilities."

I. BACKGROUND/DISCUSSION

On October 17, 2022, the Town Council approved Ordinance No. 3.362 to amend Section 13.10.090, Utilities, of the Parker Municipal Code concerning standards for utility easements. The Ordinance was approved to ensure that the location and design of utilities for electric service to new development meets community expectations and standards by locating utility easements for individual lots in the side and rear yards only.

Staff has administered the updated standards for utility easements during the past nine (9) months and has had the opportunity to determine how well they work in consultation with applicants. Overall, the amended standards work well in meeting the Town's goals for utility design with new development. However, staff has determined there is a need to further clarify the standards. The proposed amendment to Section 13.10.090, Utilities, is summarized below:

1. Adding a definition of On-Site Utilities and Equipment
2. Providing additional options for the location of utility equipment with residential development:
 - Allowing underground equipment to be located within the sidewalk and required utility easements adjacent to the front yard.
 - Allowing underground equipment to be located within pocket easements along the front yard.
 - Where there are easements in tracts used for open space, parks and landscape buffers, allowing above-ground equipment subject to the provision of adequate screening.
3. Adding standards for the location of equipment and easements with commercial and light industrial development.
4. Adding standards for properties with multiple street fronts (corner lots) where utilities may be under sidewalks and adjacent to roads/streets.
5. Adding a clear allowance for improvements and connections to existing lines that serve multiple developments, typically this would be the addition or relocation of switchgear electrical boxes.

II. PARKER 2035 MASTER PLAN

[Parker 2035 Master Plan | Town of Parker - Official Website](#)

MASTER PLAN CONSISTENCY	
Master Plan Designation	Choose an item. ☒ Consistent ☐ Inconsistent ☐ Not Applicable
Master Plan Character Discussion	The Master Plan includes <i>Chapter 11 Public Services and Utilities</i> sets forth the Town's desire to keep pace with demand and anticipated needs related to utilities and communication technologies while minimizing the aesthetic and environmental impacts of transmission and distribution systems. This proposed update to the Land Development Ordinance is specifically crafted to try to find the proper balance between the provision of quality utility service to our residents while minimizing the aesthetic impacts of above ground utility equipment.

	In addition, <i>Chapter 6 Land Use</i> seeks to Continue to assure that our Land Development Ordinance is fair, consistent and understandable
Consistent Goals/Strategies	Public Services and Facilities 1 Land Use 1.J
Inconsistent Goals/Strategies	None
Staff Analysis	Amending the code regarding update criteria on utility locations and to continue to limit utilities in the front yard is consistent with the Parker 2035 Master Plan.

III. CONCLUSION

Staff recommends that the Planning Commission recommend that Town Council approve an ordinance that will amend the Land Development Ordinance regarding utilities.

RECOMMENDED CONDITIONS

None

IV. ATTACHMENTS

Draft Ordinance

ORDINANCE NO. 3.362.1, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 13.02.010 AND SECTION 13.10.090 OF THE PARKER MUNICIPAL CODE CONCERNING UTILITIES

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

Section 1. Section 13.02.010 of the Parker Municipal Code is amended by the addition of a new definition for *on-site utilities and equipment* (inserted alphabetically) to read as follows:

13.02.010 Definitions.

* * *

On-site utilities and equipment means all improvements, facilities, equipment and appurtenances for service to the development and/or service to multiple lots as part of an approved plat, replat or site plan. Equipment may include, but is not limited to transformers, switchboxes, cabinets and other appurtenances that provide service. Equipment does not include streetlights or individual service lines.

Section 2. Section 13.10.090 of the Parker Municipal Code is amended to read as follows:

13.10.090 Utilities.

(a) All on-site utilities and equipment ~~serving a subdivision or single use~~ shall be placed underground. ~~On-site utilities shall include improvements, facilities, equipment and appurtenances for service to individual lots as part of a plat, replat or site plan.~~ The cost of undergrounding utilities shall be borne by the development.

(b) On-site utilities and equipment for the provision of service to residential use(s) shall ~~incorporate only utilize~~ side-yard and rear-yard utility easement(s) ~~only~~ for service to individual lots, except:

(1) Where located in the required shared sidewalk and utility easement adjacent to a local residential street, not to exceed six (6) feet in width, measured from the property line to the street; or

(2) Pocket utility easements for underground utility lines, which are located in the front yard, and shall be no larger than the typical width of the individual residential lot of the subdivision it is located within; or

(3) When located within tracts for parks, open space, and landscape and buffer tracts where equipment is screened by landscaping.

(c) On-site utilities and equipment for the provision of service to residential use(s) ~~such as pedestals, transformers or other equipment~~ may be placed above ground if located in a rear-yard utility easement only. ~~Said elements~~ On-site utilities and equipment shall be placed at or near the rear corner where the rear-yard and side-yard utility easements meet to the maximum extent practicable.

(d) On-site utilities and equipment, including service lines to a lot, for the provision of service to nonresidential use(s) ~~such as pedestals, transformers or other equipment~~ shall meet the following requirements:

(1) Individual service lines to nonresidential use(s) shall be placed underground.

(2) On-site utilities and equipment may be placed above ground in a ~~rear-yard or side-yard utility easement~~ rear yard or side yard only.

(3) Where a nonresidential property has three (3) or more frontages on a street and the applicant can demonstrate that a side and/or rear location is not feasible, the Town may consider an above-ground location in the front yard adjacent to the street with the lowest average daily traffic (ADT) volume. Equipment shall be set back to the greatest extent practicable from the corner and screened in accordance with the Town-approved plans.

(4) Utilities and equipment that serve more than one lot or user may be placed within the front setback when the following conditions are satisfied (this Subparagraph does not apply to individual on-site utilities and equipment):

a. Equipment is existing;

b. Existing equipment needs to be relocated due to development;

c. Equipment is added to an existing line; and

d. Where compliance is precluded due to the size of the lot, the layout of existing development and infrastructure, or there is the presence of significant topography, wetlands, floodplains, watercourses, hazard areas, or other significant environmental features, the applicant shall comply with the requirements of this Section to the maximum extent practicable, as determined by the Planning Director.

(e) Where the placement of above-ground on-site utilities and equipment in the rear-yard utility easement is infeasible for the provision of service to residential use(s), such ~~elements~~ equipment may be placed above ground in the side-yard, ~~or side-yard~~ utility easement. ~~;~~ provided it is ~~Side-yard utility easements permitted pursuant to this Subsection (e) shall be~~ located ~~in the side-yard utility easement~~ between the rear of the principal structure and the rear property line. ~~Said elements~~ Equipment placed within the side-yard utility easement shall be placed

at or near the rear corner where the rear-yard and side-yard ~~utility easements~~ meet to the maximum extent practicable.

(f) Meters ~~and related conduit~~ may be placed above ground if mounted to the principal structure and integrated into the overall building architecture, painted to match the building, or screened from view. Meters should be located on the side or rear façade of a building to the greatest extent practicable.

(g) All above-ground equipment visible from Town streets and rights-of-way shall be screened in accordance with a Town-approved ~~landscaping plat, replat or site~~ plan.

(h) Where an applicant is unable to comply with Subsections (a) through (g) above, the applicant may apply to the Town Council for approval of a modification or waiver of the standards, subject to a demonstration that:

(1) There is a hardship related to the exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property; or

(2) The utility has refused to provide service and said decision is upheld by the Colorado Public Utilities Commission.

(i) Streetlights and underground electric service to streetlights are permitted in the front yard.

(j) All structures and uses, except for temporary uses authorized by this Title, shall be served by public water and sewer facilities.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney



Request for Town Council Action

Date: September 18, 2023
Submitted By: Brett Collins, Projects Administrator
Reviewed By: Michelle Kivela, Town Manager
Title: **O'Brien Park Streetscape Construction Contract**
Amount: **\$616,504.27**
Contractor: **Sabell's Civil and Landscape, LLC**
Department: **Parks, Recreation and Open Space, Brett Collins**

EXECUTIVE SUMMARY

This item is for award of a \$536,091.27 Trade Contractor Agreement with Sabell's Civil and Landscape, LLC, for the O'Brien Park Streetscape Project (CIP23-029-CI) and approval of a \$80,413 (15%) contingency for unanticipated project costs.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As part of the upgrades related to the P3 Downtown Placemaking Improvements, a Site Plan was completed for landscape improvements to the streetscape along O'Brien Park's south and west perimeter. The Town Council approved the Site Plan on March 6, 2023. Since then, final construction drawings have been completed for the O'Brien Park Streetscape project, which includes new landscaping, irrigation, an art pad, concrete seat walls, and berms.

The project was bid, and Town staff publicly opened competitive sealed bids on August 31, 2023 for the O'Brien Park Streetscape Project (CIP23-029-CI). Five bids were received as follows:

- | | | |
|----|-----------------------------------|----------------|
| 1. | Sabell's Civil and Landscape, LLC | \$536,091.27 |
| 2. | Colorado Designsapes, Inc. | \$796,327.00 |
| 3. | Jalisco International, Inc. | \$944,663.40 |
| 4. | Powell Restoration, Inc. | \$1,153,299.29 |
| 5. | TechCon Infrastructure, LLC | \$1,198,950.00 |

The lowest conforming bid was from Sabell's Civil and Landscape, LLC, for \$536,091.27. Sabell's Civil and Landscape, LLC completed the Auburn Hills Park Project for the Town in 2020 and performed excellent work. Because of the wide range of bid prices, staff confirmed with Sabells that their bid was accurate and included all bid items for the project. A 15% contingency of \$80,413 is recommended to cover any unanticipated project expenses.

The project construction is anticipated to start in October 2023 and be completed by May 2024 before the active event season at O'Brien Park.

Staff recommends that the Town Council award a construction contract to Sabell's Civil and Landscape, LLC and approve a 15% contingency.

FINANCIAL IMPACT

Funding for this project's construction is appropriated in the 2023 Urban Renewal Fund.

STRATEGIC GOAL(S)

SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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