

TOWN OF PARKER COUNCIL AGENDA

January 3, 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 do 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. 5:30 P.M. – Call to Order Town Council Meeting and Roll Call**
- B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
- C. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**

- 2. 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 - December 12, 2022***

- B. *ORDINANCE NO. 3.01.129 - First Reading***
A Bill for an Ordinance to Amend Section 13.04.050 of the Parker Municipal Code to Add Agritainment as a Use Permitted by Right to the A-Agricultural District
Department: Community Development, Stacey Nerger
Second Reading: January 17, 2023

- C. *RESOLUTION NO. 23-001*
A Resolution to Amend Resolution No. 22-001 Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law
Department: Town Clerk, Chris Vanderpool
- D. *RESOLUTION NO. 23-004*
A Resolution Accepting the Conveyance of a Drainage Easement from Normax LLC for Lot 4A-2, Peakview Center, Third Amendment
Department: Engineering and Public Works, Alex Mestdagh
- E. *RESOLUTION NO. 23-006*
A Resolution Setting the Date for Consideration of the Annexation Ordinance for the Town-Owned Tract Q Property for Second Reading on February 21, 2023
Department: Community Development, Bryce Matthews
- F. *CONTRACTS OVER \$100,000*
1. *Purchase of Three Police Vehicles*
Amount: \$126,256
Contractor: John Elway Chevrolet
Department: Engineering and Public Works, Jim Gilbert
2. *Custodial Services Contract*
Amount: \$570,000.00
Contractor: The Key People
Department: Engineering and Public Works, Jim Gilbert

5. **RESOLUTIONS**

- A. **RESOLUTION NO. 23-002**
A Resolution to Appoint New Members and Alternates on the Town of Parker Special Licensing Authority and to Appoint the Chairperson and Vice Chairperson
Department: Town Clerk, Chris Vanderpool
- B. **RESOLUTION NO. 23-005**
A Resolution to Appoint an Assistant Judge for the Parker Municipal Court
Department: Town Council

6. **AGREEMENTS**

Sixth Amendment to Amended and Restated Stroh Ranch/Hess Annexation Agreement (Northern Property)
Department: Community Development, Bryce Matthews
Engineering and Public Works, Alex Mestdagh

7. CONTRACTS OVER \$500,000

A. Purchase of Vac-Truck for Stormwater Operations

Amount: \$609,488

Contractor: Kaiser Premier

Department: Engineering and Public Works, Jim Gilbert

B. Design Contract (CIP22-051-AS) for the Town Hall Expansion Project

Amount: Terms and Conditions Only

Contractor: Anderson Mason Dale Architects

Department: Engineering and Public Works, Bob Exstrom

C. First Amendment to the Design Contract (CIP22-051-AS) for the Town Hall Expansion Project

Amount: \$289,100

Contractor: Anderson Mason Dale Architects

Department: Engineering and Public Works, Bob Exstrom

D. Construction Contract (CIP22-051-CI) for the Town Hall Expansion Project

Amount: Terms and Conditions Only

Contractor: JHL Constructors

Department: Engineering and Public Works, Bob Exstrom

E. First Amendment to the Construction Contract (CIP22-051-CI) for the Town Hall Expansion Project

Amount: \$49,500

Contractor: JHL Constructors

Department: Engineering and Public Works, Bob Exstrom

8. PUBLIC COMMENTS CONTINUED IF NECESSARY

9. ADJOURNMENT

**A PARKER AUTHORITY FOR REINVESTMENT MEETING WILL
IMMEDIATELY FOLLOW THE TOWN COUNCIL MEETING.**

Executive Session Agenda

January 3, 2023

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

1. Section 8.2 of the Parker Home Rule Charter and Chapter 3.02 of the Parker Municipal Code concerning an Agreement for Professional Services for an Assistant Judge
2. Insurance Agreements

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

3. HB21-1162, the Plastic Pollution Reduction Act, concerning carryout bag fees
4. Employee conflict resolution process and potential legal claims

**TOWN OF PARKER COUNCIL
MINUTES
DECEMBER 12, 2022**

Mayor Jeff Toborg called the meeting to order at 7:00 p.m. All Councilmembers were present.

Mayor Toborg led the Pledge of Allegiance.

APPROVAL OF MINUTES

Cheryl Poage moved to approve the minutes of December 5, 2022.

John Diak seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Cheryl Poage - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

ACKNOWLEDGEMENT OF SERVICE OF COUNCILMEMBERS

Mayor Toborg recognized outgoing Councilmember Cheryl Poage for her service to the Town of Parker.

SWEARING-IN OF COUNCILMEMBERS

Judge Kevin Sidel swore in Anne Barrington, Joshua Rivero, and Brandi Wilks as Councilmembers.

ADJOURNMENT

Brandi Wilks moved to adjourn the Regular Meeting at 7:27 p.m.

Anne Barrington seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Brandi Wilks - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: January 3, 2023

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

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 3.01.129 - First Reading**
A Bill for an Ordinance to Amend Section 13.04.050 of the Parker Municipal Code to Add Agritainment as a Use Permitted by Right to the A-Agricultural District
Department: Community Development, Stacey Nerger
Second January 17, 2023
Reading:

EXECUTIVE SUMMARY

The property owner of a parcel known as Flat Acres Farm is proposing to annex and zone their land into the Town of Parker. In response, the Town proposes to amend the Land Development Ordinance (LDO) to add an additional permitted use within the A-Agricultural Zone District. The proposed LDO amendment would revise Section 13.04.050 to add "Agritainment" as a permitted use and incorporate a definition of the use.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The intent of the A-Agricultural Zone District is to allow areas for general farming, grazing of livestock and related agricultural uses. In recent years, agricultural property owners have opened their properties to the public for other uses including education and entertainment. This trend has been called "Agritainment" to describe uses that are located on agricultural property and may incorporate an agricultural or rural theme but are not traditional agricultural activities. "Agritainment," or Agricultural Entertainment, is proposed to be permitted in the A-Agricultural Zone District subject to a definition of the use that describes it as events and activities that allow for recreation, entertainment and tourism in conjunction with agricultural activities and agricultural support services. For example, this use may include farm dinners, corn mazes, hayrides and animal petting zoos.

The Town currently has very few properties that are zoned A-Agricultural and in current use for traditional agricultural activities. The Town is currently working with the property owner of a 38 acre parcel, known as Flat Acres Farm, that is located in unincorporated Douglas County in support of their proposal to annex and zone the land into the Town. Historically, this property

has been used for traditional agricultural activities and other "Agritainment" uses that have been permitted by Douglas County. The proposed amendment to the LDO to add "Agritainment" as a permitted use in the A-Agricultural Zone District will support the property owner's request to continue these types of uses when they annex and zone the land into the Town. Staff supports the proposal because it will largely continue the current use of the Flat Acres Farm property and enable the Town to proceed with the annexation process.

The proposed "Agritainment" use and definition are consistent with the Parker 2035 Master Plan and the proposed LDO Modernization uses and terms that will be incorporated into the update of the LDO (completion in 2023).

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 3.01.129

RECOMMENDED MOTION

I move to approve Ordinance No. 3.01.129 on first reading and to schedule second reading for January 17, 2023, as part of the consent agenda.

ORDINANCE NO. 3.01.129, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 13.04.050 OF THE PARKER MUNICIPAL CODE TO ADD AGRITAINMENT AS A USE PERMITTED BY RIGHT TO THE A-AGRICULTURAL DISTRICT

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

Section 1. Section 13.04.050(b) of the Parker Municipal Code is amended by the addition of new Subsection (8) and renumbering Subsection (8) (accessory uses and buildings) as Subsection (9) to read as follows:

13.04.050 A – Agricultural District.

* * *

(8) Agritainment, which includes events and activities that allow for recreation, entertainment, and tourism in conjunction with agricultural activities and agricultural support services. Events and activities may include farm dinners, corn mazes, hayrides, and petting zoos.

(89) Accessory uses and buildings.

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: January 3, 2023
Submitted By: Chris Vanderpool, Town Clerk
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-001**
A Resolution to Amend Resolution No. 22-001 Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law
Department: Town Clerk, Chris Vanderpool

EXECUTIVE SUMMARY

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

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As required by the Colorado Open Meetings Law, each year the Town Council must designate a public place for the posting of meeting notices. This resolution designates <https://parkeronline.org> for posting of all Town Council meeting notices. If there is a known outage or an emergency meeting, the Town will post a physical notice on the bulletin board located at Town Hall.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 23-001

RECOMMENDED MOTION

I move to approve Resolution No. 23-001, as part of the consent agenda.

RESOLUTION NO. 23-001, Series of 2023

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 22-001 ESTABLISHING A DESIGNATED PUBLIC PLACE FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY THE COLORADO OPEN MEETINGS LAW

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

Section 1. The Town Council of the Town of Parker, in compliance with C.R.S. § 24-6-402(2)(c) of the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.*, hereby designates the Town of Parker website at <https://parkeronline.org> as the official place for posting notices. The Town may additionally post notices at the Town Hall of the Town of Parker, located at 20120 East Mainstreet, and any Town social media accounts. If there is a known outage, known interruption in internet service, or an emergency meeting, the Town may post a physical notice at the public entrance of Town Hall of the Town of Parker, located at 20120 East Mainstreet. The Town Clerk shall be responsible for posting the required notices no later than twenty-four (24) hours prior to the holding of the meeting. All meeting notices shall include specific agenda information, where possible.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: January 3, 2023
Submitted By: Alex Mestdag, Engineering Service Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-004**
A Resolution Accepting the Conveyance of a Drainage Easement from Normax LLC for Lot 4A-2, Peakview Center, Third Amendment
Department: Engineering and Public Works, Alex Mestdag

EXECUTIVE SUMMARY

This resolution accepts the conveyance of a drainage easement for a portion of Lot 4A-2, Peakview Center, Third Amendment, to allow for the construction of storm drainage infrastructure proposed with the Town's North Parker Road Operational Improvements Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently completing final design and easement acquisition for the North Parker Road Operational Improvements Project. The project proposes to construct minor storm drainage improvements adjacent to a private commercial access on the east side of Parker Road between Ponderosa Drive and Pine Lane. The improvements consist of new area inlets that will receive stormwater flows from existing roadside ditches within the commercial development, and new underground storm sewer pipe that will convey the flows to the roadside ditch on Parker Road.

In order to construct and maintain this infrastructure, a drainage easement was negotiated with the property owner. The Town hired an appraiser to provide a valuation of the easement property, from which a cost was negotiated with the property owner. Payment for the easement in the amount of \$4,505.00 will come from appropriated funds for the capital project.

FINANCIAL IMPACT

Payment for the easement in the amount of \$4,505.00 will come from appropriated funds for the capital project. This property owner will be paid a total of \$12,000.00 for this permanent easement and additional temporary easements needed for the project.

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



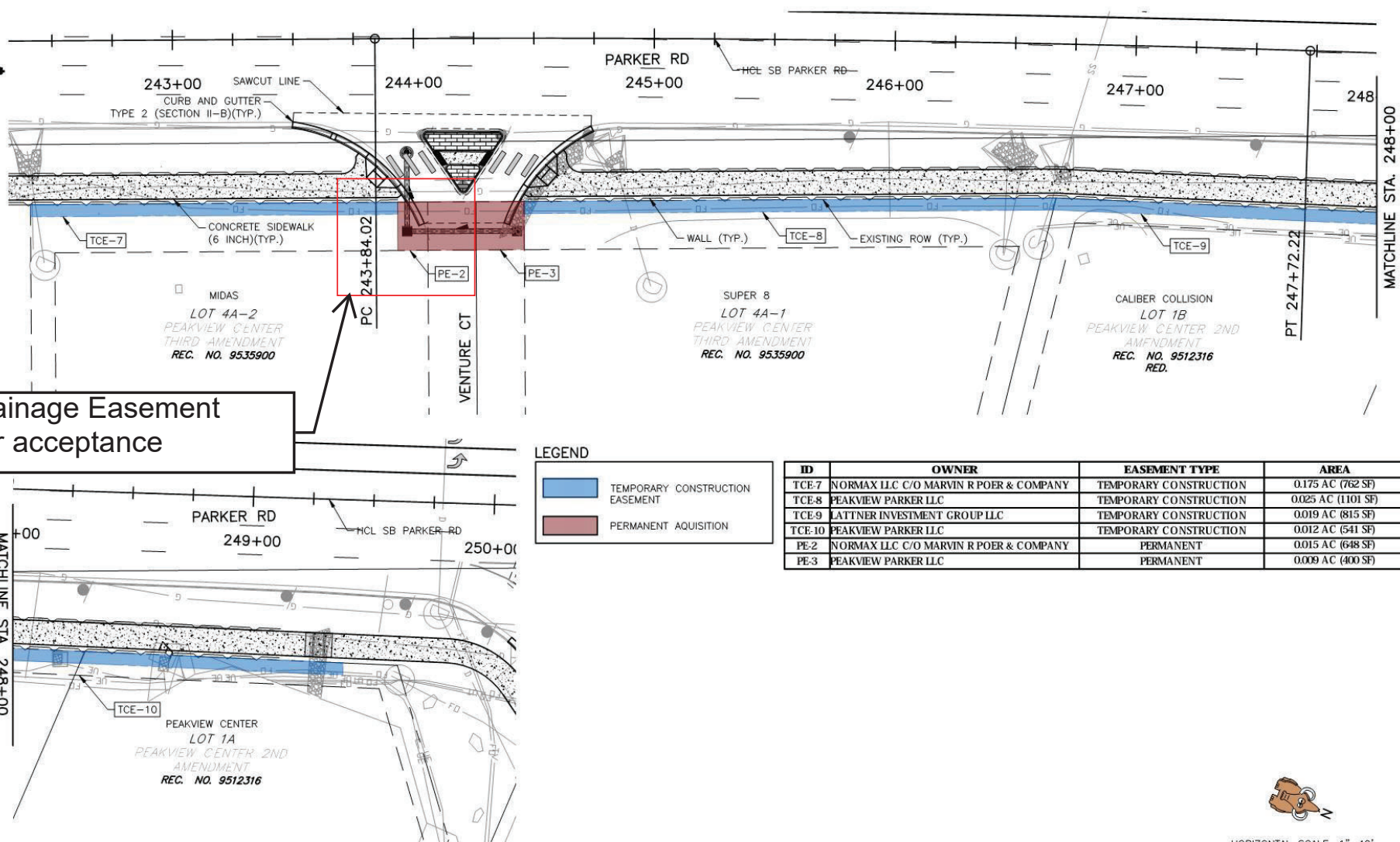
**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 23-004

RECOMMENDED MOTION

I move to approve Resolution No. 23-004, as part of the consent agenda.



Drainage Easement
(for acceptance)

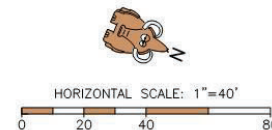
LEGEND

	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT ACQUISITION

ID	OWNER	EASEMENT TYPE	AREA
TCE-7	NORMAX LLC C/O MARVIN R POER & COMPANY	TEMPORARY CONSTRUCTION	0.175 AC (762 SF)
TCE-8	PEAKVIEW PARKER LLC	TEMPORARY CONSTRUCTION	0.025 AC (1101 SF)
TCE-9	LATTNER INVESTMENT GROUP LLC	TEMPORARY CONSTRUCTION	0.019 AC (815 SF)
TCE-10	PEAKVIEW PARKER LLC	TEMPORARY CONSTRUCTION	0.012 AC (541 SF)
PE-2	NORMAX LLC C/O MARVIN R POER & COMPANY	PERMANENT	0.015 AC (648 SF)
PE-3	PEAKVIEW PARKER LLC	PERMANENT	0.009 AC (400 SF)

NOTES:

SEE OTHER PLANS FOR ADDITIONAL INFORMATION RELATED TO DRAINAGE, UTILITY, AND TRAFFIC SIGNAL ITEMS.



Print Date: 10/28/2021 10:28:57 AM
File Name: 117363-12 Proposed ROW Exhibits.dwg
Horizontal Scale: 1"=40' Vertical Scale: N/A



6300 South Syracuse Way, Suite 600
Centennial, CO 80111
Phone: 303.721.1440
www.FHUENG.com

Sheet Revisions			
(R-X)	Date	Comments	Initials



PARKER
COLORADO

As Constructed		NORTH PARKER ROAD RIGHT OF WAY EXHIBITS		Project No./Code
No. Revisions:		Designer: DCS	Structure Numbers	117363-07
Revised:		Detailer: DCS		
Void:		Subset: Roadway	Sheets: EX-4 of 4	Sheet Number

RESOLUTION NO. 23-004, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM NORMAX LLC FOR LOT 4A-2, PEAKVIEW CENTER, THIRD AMENDMENT

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Normax LLC for Lot 4A-2, Peakview Center, Third Amendment, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this ____ day of _____, 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 29th day of November, 2022, by and between Normax, LLC, having an address of 7524 S. Waco Street, Centennial, CO 80016 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("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. 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 the page intentionally left blank]

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

GRANTOR: NORMAX LLC

Norman Gay / President [Name/Title]

STATE OF Colorado)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 29th day of November, 2022, by Norman Gay, as president of Normax, LLC.

My commission expires: 9-22-2023

(SEAL)

NANCY L. RAGLAND
Notary Public
State of Colorado
Notary ID # 20154037533
My Commission Expires 09-22-2023

Nancy L. Ragland
Notary Public

GRANTEE: TOWN OF PARKER

Michelle Kivela, Town Administrator

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's office

**UNINCORPORATED DOUGLAS COUNTY, COLORADO
REAL PROPERTY**

TO BE ACQUIRED

Permanent Easement (PE-7)

FROM

NORMAX LLC
C/O MARVIN R POER & COMPANY

FOR

Project Code: 24455/24467

Project Number: C M039-007/MTF M039-009

Assessor Parcel Number: 2233-103-07-009

Mailing Address: POST OFFICE BOX 52427
ATLANTA, GA 30355

EXHIBIT "A"

PROJECT NUMBER: C M039-007/MTS M039-009

PARCEL NUMBER: PE-7

February 2, 2022

DESCRIPTION

A PERMANENT EASEMENT NO. PE-7 OF THE COUNTY OF DOUGLAS RIGHT OF WAY PROJECT NO. C M039-007/MTS M039-009, IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN UNINCORPORATED DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 4A-2, PEAKVIEW CENTER THIRD AMENDMENT RECORDED AUGUST 04, 1995 AT RECEPTION NO. 9535900 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10, THENCE SOUTH 59°39'48" EAST, A DISTANCE OF 1,292.87 FEET TO THE NORTHWEST CORNER OF SAID LOT 4A-2 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 4A-2, NORTH 65°36'56" EAST, A DISTANCE OF 20.00 FEET TO THE EASTERLY LINE OF THAT CERTAIN TWENTY (20) FOOT WIDE UTILITY EASEMENT AS DEPICTED ON SAID PEAKVIEW CENTER THIRD AMENDMENT;

THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID EASTERLY LINE, SOUTH 24°23'04" EAST, A DISTANCE OF 32.42 FEET;

THENCE DEPARTING SAID EASTERLY LINE, SOUTH 65°36'56" WEST, A DISTANCE OF 20.00 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 4A-2;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 24°23'04" WEST, A DISTANCE OF 32.42 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.015 ACRES, (648 SQUARE FEET), MORE OR LESS.

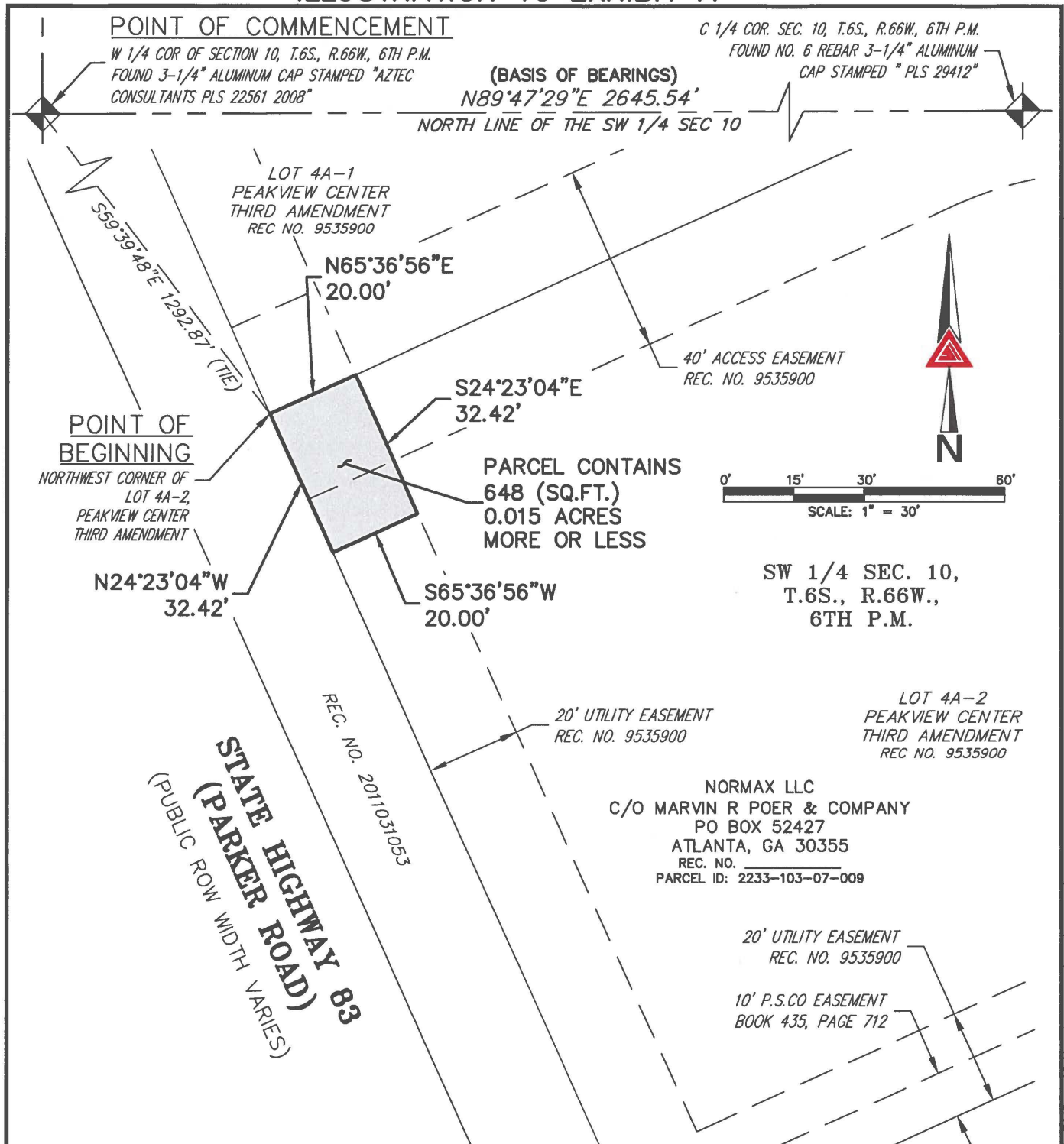
BASIS OF BEARINGS: BEARINGS REFERENCED HEREIN ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST, SIXTH P.M. MONUMENTED AT THE WEST QUARTER CORNER OF SAID SECTION 10 BY A 3-1/4" ALUMINUM CAP STAMPED "AZTEC CONSULTANTS PLS 22561 2008" AND AT THE CENTER QUARTER CORNER OF SAID SECTION 10 BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 29412", TAKEN TO BEAR NORTH 89°47'29" EAST A DISTANCE OF 2,645.54 FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

KARL D. SZYSZKOSKI, PLS 38691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



ILLUSTRATION TO EXHIBIT A



PATH: _____
DWG NAME: NORTH PARKER ROAD - PE-7.DWG
DWG: BAM CHK: KDS
DATE: 2022-02-02
SCALE: 1" = 30'



AZTEC
CONSULTANTS, INC.

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

Q: 24921-06 - NORTH PARKER ROAD L&E'S\DWG\EXHIBITS\

PERMANENT EASEMENT 7
UNINCORPORATED DOUGLAS COUNTY
STATE OF COLORADO

JOB NUMBER 24921-06

3 OF 3 SHEETS



Request for Town Council Action

Date: January 3, 2023

Submitted By: Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 23-006**
A Resolution Setting the Date for Consideration of the Annexation Ordinance for the Town-Owned Tract Q Property for Second Reading on February 21, 2023

Department: Community Development, Bryce Matthews

EXECUTIVE SUMMARY

The Town of Parker proposes to annex 20.25 acres of undeveloped land owned by the Town at the southeast corner of the intersection of Chambers Road and Mainstreet into the Town. The subject land will be zoned Open Space (OS) to accommodate the future construction of a section of Newlin Gulch Trail through the property. The purpose of Resolution No. 23-006 is to set a second reading date for Town Council to consider the annexation of the subject land on February 21, 2023.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property known as Tract Q consists of 20.25 acres of undeveloped land owned by the Town. The Town acquired the land at no cost from Shea Homes because it was a surplus property from their Stepping Stone residential development on the west side of Chambers Road. The land is currently zoned for Planned Development (PD) in Douglas County and the PD requires that it remain open space.

The Town has submitted a rezoning application that is running concurrently with the annexation to zone the subject property as Open Space (OS). The property is located within the Town's Planning Area (Urban Growth Boundary), and the proposal to zone the property OS is consistent with the Parker 2035 Master Plan and the Open Space, Trails and Greenways Master Plan.

According to the annexation plat, the subject property is contiguous to the Town and satisfies the contiguity requirements of the Municipal Annexation Act, C.R.S. § 31-12-104(a). As a result, the Town is proposing to schedule a second reading on February 21, 2023.

No petition to annex the subject property is required in this circumstance because the Town owns the property.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

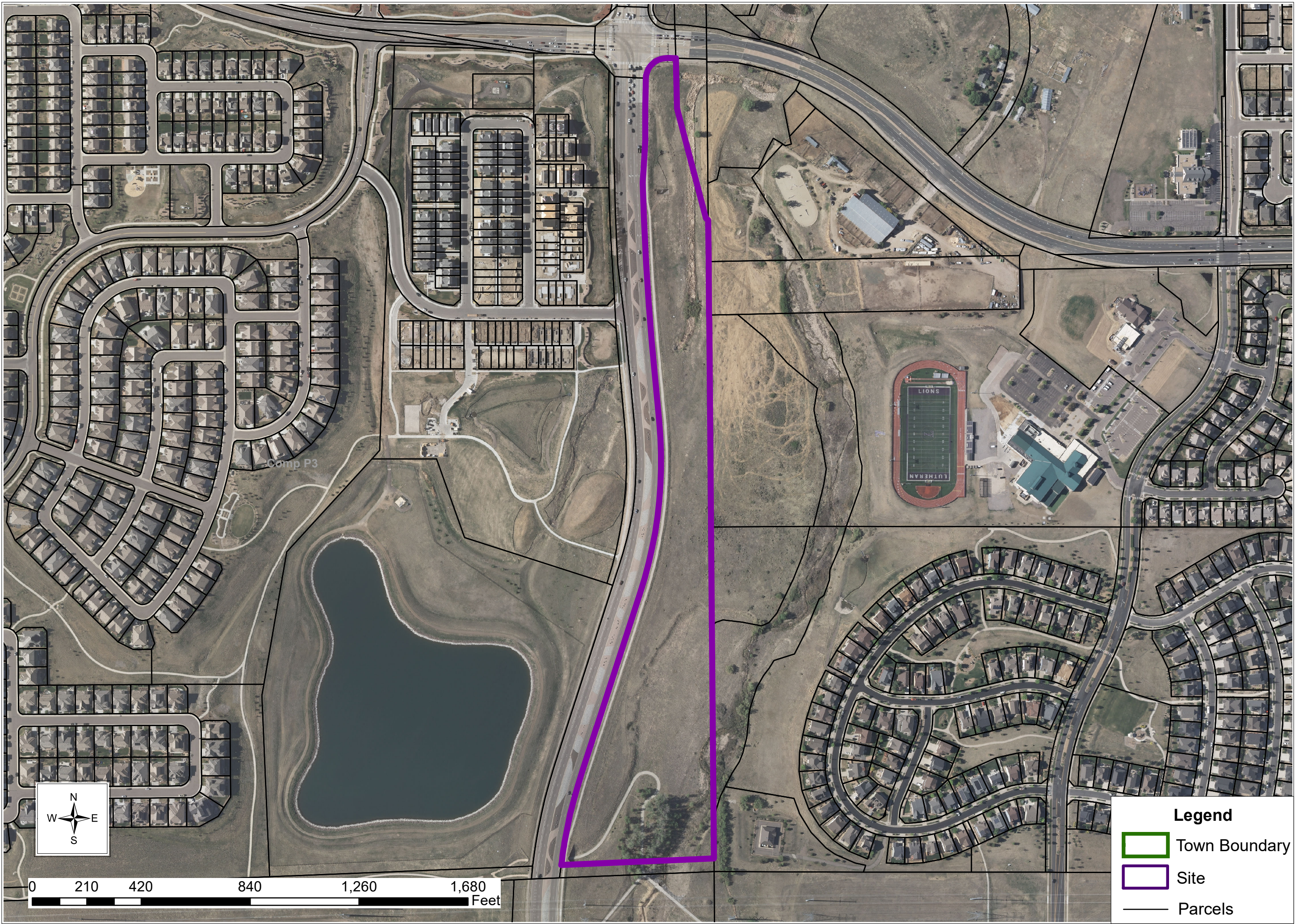
1. Vicinity Map
2. Resolution No. 23-006

RECOMMENDED MOTION

I move to approve Resolution No. 23-006, as part of the consent agenda.

Vinicity Map

Meridian Tract Q



RESOLUTION NO. 23-006, Series of 2023

TITLE: A RESOLUTION SETTING THE DATE FOR CONSIDERATION OF THE ANNEXATION ORDINANCE FOR THE TOWN-OWNED TRACT Q PROPERTY FOR SECOND READING ON FEBRUARY 21, 2023

WHEREAS, the Town of Parker is the sole owner of certain real property in Douglas County, which is described on attached **Exhibit A** (the "Property");

WHEREAS, the Town Council, sitting as the governing body of the Town of Parker, Colorado, hereby determines that the Property is eligible for annexation, as set forth in C.R.S. §§ 31-12-104(1)(a) and 31-12-105; and

WHEREAS, pursuant to C.R.S. § 31-12-106(3), the Town of Parker, as the sole owner of the Property which is eligible for annexation, may, by ordinance, annex the Property to the Town of Parker without notice and hearing, as provided by C.R.S. § 31-12-106(3).

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

Section 1. The ordinance to annex the Property will be considered on second reading by the Town Council on February 21, 2023, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado 80138.

RESOLVED AND PASSED this ____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Legal Description

Tract Q, Meridian International Business Center, Filing No. 7, County of Douglas, State of Colorado



Request for Town Council Action

Date: January 3, 2023
Submitted By: Jim Gilbert, Deputy Director of Operations
Reviewed By: Michelle Kivela, Town Manager
Title: **Purchase of Three Police Vehicles**
Amount: **\$126,256**
Contractor: **John Elway Chevrolet**
Department: **Engineering and Public Works, Jim Gilbert**

EXECUTIVE SUMMARY

The Town of Parker's Fleet Maintenance division is seeking authorization to purchase three (3) replacement Police SUV's as part of the 2023 fleet replacement plan. These pieces of equipment were identified and approved as part of the 2023 budget process as candidates for replacement.

Recent adjustments in the production and procurement of fleet vehicles have negatively impacted the ability to obtain replacement equipment. The opportunity to purchase vehicles through manufacturers is time sensitive. These vehicles were identified as part of the 2023 replacements late in 2022 and Fleet Maintenance communicated with the vendor to request quotes based on Council approval early in 2023.

The quotes provided by John Elway Chevrolet are based on a 2022 competitively bid contract with Arapahoe County (RFP-19-48). This contract includes a cooperative capacity, which allows the Town of Parker the ability to purchase items that have been competitively bid and are available to other entities for the same pricing. This is an efficient means of purchasing equipment and has been acceptable practice.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services using contracts based on competitive solicitations received by other government agencies. Arapahoe County issued an award to John Elway Chevrolet (RFP-19-48) for the purchase of 2023 model year vehicles, which includes various vehicle makes and models. The vehicles specified are included in this award and reflect a competitive bid price, defined options, and required minimum service requirements.

The vehicles included in this appropriation are three (3) 2023 model year Chevrolet 4x4 Tahoes.

The Town's Fleet Replacement Policy provides that:

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

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

FINANCIAL IMPACT

No other financial impacts are anticipated other than the \$126,256.

STRATEGIC GOAL(S)

SUPPORT AN
ACTIVE COMMUNITY



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: January 3, 2023
Submitted By: Jim Gilbert, Deputy Director of Operations
Reviewed By: Michelle Kivela, Town Manager
Title: **Custodial Services Contract**
Amount: **\$570,000.00**
Contractor: **The Key People**
Department: **Engineering and Public Works, Jim Gilbert**

EXECUTIVE SUMMARY

The Town of Parker contracts out the custodial services at Town-operated facilities. The Town currently contracts these services with The Key People through a one-year renewable contract executed in 2019. The contract may be renewed for four (4) additional one-year terms.

It is staff's position that it is in the Town's best interest to renew this current contract for 2023. Reasons for this include, but are not limited to: the current service levels provided by The Key People meet and exceed the Town's expectations on a consistent basis, the negotiated price adjustment for the upcoming 2023 Fiscal Year, which includes a 4.5% increase from the current contract, is considered reasonable, and putting this service out for bid would result in a delay in service.

The base contract amount is \$527,273.97. An additional \$42,726.03 is requested to cover incidental items that are not covered by the contract. These include, but are not limited to, such items as special and periodic cleaning of facilities, semi-annual window washing, and off-schedule floor care.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker previously operated custodial services as an in-house function for several facilities, and a contracted service for other facilities. In 2013, the Town moved to a complete outsource of these services. It is a well established position to contract these services out as they are typically not a core mission and can be performed more efficiently by a service provider.

The Town entered into a multi-year renewable contract with The Key People to perform custodial services at all Town-operated facilities in 2013. In 2019, the Town established a new multi-year renewable contract with The Key People.

The Facilities Maintenance Division currently acts as the primary point of contact between the

Town and The Key People. This arrangement provides oversight on a consistent basis for all Town-operated facilities and ensures proper contract management.

FINANCIAL IMPACT

The annual anticipated contract amount for 2023 is \$570,000.00. This includes a 4.5% increase in the base contract from 2022, with an additional \$42,726.03 allocated for incidental cleaning. Incidental cleaning includes coverage for services such as window cleaning, flooring care, and other special requested cleaning not specifically covered in the scope of work as recurring on a schedule. This amount is in line with the current contract and services being provided to the Town.

STRATEGIC GOAL(S)

SUPPORT AN
ACTIVE COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: January 3, 2023
Submitted By: Chris Vanderpool, Town Clerk
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-002**
A Resolution to Appoint New Members and Alternates on the Town of Parker Special Licensing Authority and to Appoint the Chairperson and Vice Chairperson
Department: Town Clerk, Chris Vanderpool

EXECUTIVE SUMMARY

The Town Council appoints the chairperson, vice chairperson, regular members and alternate members of the Special Licensing Authority, as provided by the Parker Municipal Code.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Section 5.08.050 of the Parker Municipal Code provides that the term of the Authority members is two years and alternate members is one year. The term of three members of the Authority and the term of the two alternates ended on December 31, 2022. Section 5.08.060 of the Parker Municipal Code provides that the Town Council shall appoint a Chairperson and Vice Chairperson. The purpose of this resolution is to appoint three regular members, two alternate members, a Chairperson and a Vice Chairperson.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 23-002

RECOMMENDED MOTION

I move to approve Resolution No. 23-002, as part of the regular agenda.

RESOLUTION NO. 23-002, Series of 2023

TITLE: A RESOLUTION TO APPOINT NEW MEMBERS AND ALTERNATES ON THE TOWN OF PARKER SPECIAL LICENSING AUTHORITY AND TO APPOINT THE CHAIRPERSON AND VICE CHAIRPERSON

WHEREAS, the term of three (3) members of the Authority expired on December 31, 2022;

WHEREAS, the term of the two (2) alternate members of the Authority expired on December 31, 2022;

WHEREAS, the Town Council of the Town of Parker desires to appoint new members and alternates, as described herein;

WHEREAS, Section 5.08.060 of the Parker Municipal Code provides that the Town Council shall appoint one member of the Authority to be Chairperson and one member to be Vice Chairperson of the Authority; and

WHEREAS, the Town Council desires to appoint a new Chair and Vice Chair for the Authority.

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 appoints three (3) members to the Authority for the term ending December 31, 2024, and appoints two (2) alternate members to the Authority for the term ending December 31, 2023, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

Section 2. The Town Council of the Town of Parker hereby appoints Kelli Narde as the Chairperson for the Authority.

Section 3. The Town Council of the Town of Parker hereby appoints Mike Appleby as the Vice Chairperson for the Authority.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

1. Appointment of two (2) regular Special Licensing Authority members for a term up to and including December 31, 2023.

- a. Mike Appleby
- b. Bryan Campbell

2. Appointment of three (3) regular Special Licensing Authority members for a term up to and including December 31, 2024.

- a. Jon Brusco
- b. Kelli Narde
- c. Gregory Simpson

3. Appointment of two (2) alternate Special Licensing Authority members for a term up to and including December 31, 2023.

- a. Ronald (RD) Kuhns
- b. Ricky (Rick) Milburn



Request for Town Council Action

Date: January 3, 2023
Submitted By: Kristin Hoffmann, Town Attorney
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-005**
A Resolution to Appoint an Assistant Judge for the Parker Municipal Court
Department: Town Council

EXECUTIVE SUMMARY

This resolution appoints an Assistant Municipal Court Judge.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This resolution appoints Courtenay Patterson as Assistant Municipal Court Judge to serve temporarily as the substitute municipal court judge until a permanent presiding municipal court judge is appointed. The Assistant Municipal Court Judge will also serve in the case of temporary absence, sickness, disqualification, or other inability of the municipal court judge to act.

The compensation for the Assistant Municipal Court Judge is \$85.00 per hour.

Staff is also recommending that the Town enter into an agreement for professional services with the Assistant Municipal Court Judge for a term ending on December 31, 2023.

FINANCIAL IMPACT

\$85.00 per hour up to a maximum of \$30,000 for 2023.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 23-005

RECOMMENDED MOTION

I move to approve Resolution No.23-005 and the staff recommendation to enter into an agreement for professional services.

RESOLUTION NO. 23-005, Series of 2023

TITLE: A RESOLUTION TO APPOINT AN ASSISTANT JUDGE FOR THE PARKER MUNICIPAL COURT

WHEREAS, the Town Council may appoint assistant judges as may be necessary to act in the case of temporary absence, sickness, disqualification or other inability of the presiding Municipal Court Judge to act; and

WHEREAS, the Town Council desires to appoint an assistant judge for the Parker Municipal Court.

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

Section 1. The Town Council hereby appoints Courtenay Patterson as the Assistant Municipal Court Judge for the Parker Municipal Court to serve temporarily as the Municipal Court Judge until a permanent presiding Municipal Court Judge is appointed by the Town Council and to serve in the case of temporary absence, sickness, disqualification or other inability of the presiding Municipal Court Judge to act.

Section 2. The compensation for the Assistant Municipal Court Judge shall be Eighty-Five Dollars (\$85.00) per hour.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: January 3, 2023

Submitted By: Bryce Matthews, Assistant Director - Planning
Alex Mestdagh, Engineering Service Manager
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **Sixth Amendment to Amended and Restated Stroh Ranch/Hess Annexation Agreement (Northern Property)**

Department: **Community Development, Bryce Matthews
Engineering and Public Works, Alex Mestdagh**

EXECUTIVE SUMMARY

The Amended and Restated Stroh Ranch/Hess Annexation Agreement (the Annexation Agreement) governs the terms under which the property commonly known as Anthology North Planned Development was annexed into the Town and how it is to be developed in the future.

The proposed Sixth Amendment to the Annexation Agreement will address the following:

1. Allow the developer of Segment 1, marketed as Tanterra (the Tanterra Developer), flexibility in the types of financial security required for the construction of traffic signals within the project; and
2. Allow the Tanterra Developer to secure its obligation for the future construction of Stroh Road with a letter of credit to the Town at Final Plat; and
3. Allow the developer of the SunMarke project (the SunMarke Developer) to satisfy their obligation for a portion of the Oak Gulch Regional Trail by providing a cash-in-lieu payment to the Town instead of designing and constructing the Regional Trail. It would also eliminate the developer's obligation to construct a pedestrian bridge that is no longer required for the design and future use of the Regional Trail.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The proposed Sixth Amendment to the Stroh Ranch/Hess Ranch Annexation Agreement incorporates the following provisions:

1. **Security for Tanterra Traffic Signals:** The Annexation Agreement requires the Tanterra Developer to pay for the cost to design and construct all necessary traffic signals within the project. The Tanterra development has a significant amount of up-

front infrastructure, including construction of Chambers Road through the property, which is a benefit to the community as a whole. To help the developer manage the large cash outlay required for the project infrastructure costs, the Tanterra developer has requested the ability to secure these funds through a letter(s) of credit at the time of Final Plat instead of providing cash. The Town would hold the letter(s) of credit during the construction of public infrastructure and the developer would be required to replace the letter(s) of credit with a cash payment(s) prior to the Town's initial acceptance of the infrastructure. The amount of the cash payment(s) would be updated annually based upon the Construction Cost Index, providing the Town with the benefit of capturing additional funds to cover increases in costs. This amendment also has provisions that allow the Town to request developer funds for the design and/or construction of traffic signals should it elect to commence construction of these improvements. If the developer fails to provide the required cash payment(s), the Town may draw on the letter(s) of credit to obtain the necessary funding for the required improvements.

2. **Security for the Tanterra Developer's Stroh Road Obligation Payment:** The Annexation Agreement requires the Tanterra Developer to provide financial security to the Town for the portions of Chambers Road and Stroh Road that are not proposed to be constructed with the Segment 1 development. The amount of this security is a pro rata share based on the number of lots that are proposed to be developed. The initial phase of the Tanterra development will build the entirety of Chambers Road, consisting of six lanes with a median, but security is required for Stroh Road because it will not be constructed with Segment 1. The proposed amendment would permit the developer to secure its obligation for the construction of Stroh Road with a letter(s) of credit, rather than providing a cash payment(s) to the Town at the time of Final Plat.
3. **Cash In-Lieu for Oak Gulch Regional Trail:** The SunMarke development is located at the northwest corner of Motsenbocker Road and French Creek Avenue. The SunMarke Developer is obligated to build the Oak Gulch Regional Trail located on and adjacent to the property. The SunMarke Developer has completed the construction of public improvements including the segment of the Regional Trail on the property. However, a segment of the Regional Trail through a large open space area located to the west of the property (as described in Exhibit 1) was not included in the plans for the subdivision. This unbuilt segment of the Regional Trail is now proposed to be included in a larger Oak Gulch drainage improvement project to be constructed by the Town and Mile High Flood District with the development of Tanterra Segment 1. The proposed approach to this portion of the Regional Trail will minimize the construction disturbance to the drainage area by constructing it concurrently with the Oak Gulch drainage improvements. It will also allow the Town to realize economies of scale in the design and construction of both improvements which is of public benefit. The proposed amendment to the Annexation Agreement allows the property owner to provide the Town with a cash-in-lieu payment for the full cost to design and construct the Regional Trail so that we may construct the Trail with the drainage project. Finally, the proposed amendment relieves the developer of the obligation to construct a pedestrian bridge for the Regional Trail because the design no longer requires this element.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Sixth Amendment to Amended and Restated Stroh Ranch/Hess Annexation Agreement
2. Exhibit One

RECOMMENDED MOTION

I move to approve the Sixth Amendment to the Amended and Restated Stroh Ranch/Hess Annexation Agreement (Northern Property).

**SIXTH AMENDMENT TO AMENDED AND RESTATED STROH RANCH/HESS
ANNEXATION AGREEMENT
(NORTHERN PROPERTY)**

THIS SIXTH AMENDMENT TO AMENDED AND RESTATED STROH/HESS ANNEXATION AGREEMENT (NORTHERN PROPERTY) (this “**Sixth Amendment**”) is voluntarily made and entered into this _____ day of _____, 2022, by and among the Town of Parker, a Colorado home rule municipality (the “**Town**”), and North Parker Investments, LLC, an Arizona limited liability company (“**NPI**”); and Anthology Recovery Acquisition LLC, a Delaware limited liability company (“**ARA**” and collectively with NPI, the “**Property Owner**”).

RECITALS

A. The Town, NPI, Parker PA-11, LLC, Kurt F. Wolter, Kimberly Jensen, Greg McIlvain, and Ann Wolter entered into the Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property) on May 5, 2014 (the “Amended and Restated Agreement”), which Agreement was recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2015001482.

B. The Amended and Restated Agreement was subsequently amended pursuant to a First Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), dated November 26, 2014 (the “First Amendment”), and recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2015004838, and pursuant to a Second Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), dated September 21, 2015 (the “Second Amendment”) and recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2015089147, and pursuant to a Third Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), dated December 10, 2020 (the “Third Amendment”) and recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2020121826, and pursuant to a Fourth Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), dated December 7, 2021 (the “Fourth Amendment”) and recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2021135176, and pursuant to a Fifth Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property), dated March 7, 2022 (the “Fifth Amendment”) and recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 2022019664. The Amended and Restated Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment is referred to as the “Agreement.”

C. Pursuant to Paragraph 29 of the Agreement, the Town, NPI and Parker PA-11, LLC (“PPA11”) had the authority to amend the Agreement, by agreement executed in writing, and PPA11 has subsequently assigned its right to amend the Agreement to ARA, pursuant to an Assignment Agreement recorded in the Douglas County Clerk and Recorder’s Office at Reception No. 201020237.

D. The Town and the Northern Property Owner desire to enter into this Sixth Amendment to Amended and Restated Annexation Agreement Stroh Ranch/Hess Ranch

Annexation Agreement (Northern Property) to clarify the Property Owner's obligations with respect to that portion of the Oak Gulch Trail that is adjacent to Planning Areas 11 and 13, to permit the Property Owner to secure the construction of Stroh Road with either cash or a letter of credit, and to provide the Property Owner with options to secure the design and construction of traffic signals required by the Annexation Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants and promises set forth below, the receipt and sufficiency of which are hereby acknowledged, the Town and the Northern Property Owner hereby agree to this Sixth Amendment as follows:

Section 1. Subparagraph (a) of Paragraph 7, Trail and Sidewalk Connections of the Amended and Restated Agreement, is amended to add the underlined language as follows:

7. Trail and Sidewalk Connections. The Property Owner shall design and construct, and cause to be maintained, by itself, by means of a homeowners' association, special district (if authorized by a service plan approved by the Town), or other entity, as determined by the Town at the time of platting, trail connections throughout the Northern Property connecting, in accordance with an approved final subdivision plat, to existing trails within the Town of Parker, as described in the Development Plan. Trails shall be located in general accordance with the Development Plan, provided that the final location and alignment shall be consistent with the Open Space, Trails and Greenways Master Plan, as amended, and determined at the time of subdivision review. The Property Owner shall design and construct, according to Town standards, the following:

(a) Oak Gulch Trail and Equestrian Trail. The Oak Gulch Trail and Equestrian Trail, as described in the Development Plan, shall be designed and constructed according to the standards contained in the Town's Open Space, Trails and Greenways Master Plan, as amended. The Property Owner shall construct this trail in phases. Prior to the issuance of any building permit for the construction of a dwelling unit within any Planning Area or part thereof that contains or abuts portions of this trail, or that abuts an Open Space Parcel that contains portions of this trail, as described in the Development Plan, such portions of this trail shall be constructed. In the event that only a portion of a Planning Area is platted, the Property Owner shall construct this trail within and/or adjacent to the entire Planning Area and any Open Space Parcel adjacent to such Planning Area. **Notwithstanding the foregoing, the Property Owner may, in lieu of design and construction, pay to the Town the cost to design and construct that portion of the Oak Gulch Trail and Equestrian Trail adjacent to Planning Area 11 and Planning Area 13, as reasonably determined by the Town. The Town and the Property Owner acknowledge and agree that the pedestrian bridge described in the Development Plan for these planning areas is not required and the Property Owner is relieved of the obligation to construct this pedestrian bridge.**

Section 2. Subparagraph (b)(vi)(2)c. and d. of Paragraph 12, Construction of Roads of the Second Amendment, is amended to delete the stricken language and add the underlined language as follows:

(vi) Construction. The Property Owner shall construct the north one-half (1/2) of the full arterial roadway section of Stroh Road, including all necessary auxiliary, acceleration and deceleration lanes, within the Shared Stroh Obligation Area, in accordance with the duly-adopted standards of the Town, and/or reimburse for the cost of such construction, as described in this Subparagraph and Paragraph 13, according to the following schedule:

* * *

(2) Construction Phasing. As an alternative to Paragraph 12(b)(vi)(1), subject to the reasonable approval of the Town, the Property Owner may grade and construct Stroh Road in segments subject to the following conditions:

* * *

c. the portion of the Approved Shared Stroh Obligation Cost Estimate related to the remaining unconstructed segments of Stroh Road within the Shared Stroh Obligation Area not constructed as a part of a final plat for any portion of the Northern Property shall be paid to the Town **(the “Payment Obligation”), provided that the Payment Obligation may be financially secured with a letter of credit in a form acceptable to the Town,** on a pro-rata basis, at the time of final plat, which shall be determined based on the ratio of the number units approved with such plat and the total allowable units on the Northern Property, as provided in this Northern Property Agreement and in accordance with the Approved Cost Estimate (the “**Stroh Road Security Payment**”). Any interest accrued in the Town’s security escrow agency fund on amounts held by the Town as part of previously made Stroh Road Security Payments as of the time any Stroh Road Security Payment becomes due shall be credited toward the amount of the Stroh Road Security Payment then. The Stroh Road Security Payment (including any interest accrued thereon) **and any letter(s) of credit securing a Payment Obligation** shall be released to the Property Owner pursuant to Paragraph 12(b)(vi)(2)d.

d. the Town will release any remaining amounts of the Stroh Road Security Payment (including any accrued interest) to the Property Owner that paid the Stroh Road Security Payment **and any letter(s) of credit securing a Payment Obligation**, when the final plat that creates, in the aggregate with previously platted residential lots, a total number of residential lots on the Northern Property which exceeds fifty percent (50%) of the total number of allowable units on the Northern Property pursuant to Paragraph 11 (the “**50% Threshold**”), or prior to reaching the 50% Threshold if the Property Owner provides written notice to the Town that it will construct the remaining

segments of Stroh Road within the Shared Stroh Obligation Area on the Northern Property following the recording of the final plat that establishes the platted right-of-way for the remaining segments of Stroh Road within the Shared Stroh Obligation Area, and the Property Owner has secured One Hundred and Ten Percent (110%) of the cost to complete the remaining segments of the north one-half (1/2) of Stroh Road, which cost shall be determined in the manner provided by the Parker Land Development Ordinance with a financial guarantee as provided by the Parker Land Development Ordinance for the remaining segments of Stroh Road pursuant to a subdivision agreement entered into between the Town and the Property Owner for the construction of the remaining segments of Stroh Road.

* * *

Section 3. Subparagraph (d) of Paragraph 12, Construction of Roads of the Amended and Restated Agreement, is amended to add the underlined language as follows:

(d) Traffic Signals. The Property Owner will be responsible for design and construction of all traffic signals and necessary upgrades to existing signals, including temporary traffic signals, on roadways described herein and located within the Northern Property to the extent described herein. The traffic signals shall be built prior to probationary acceptance of the corresponding intersection by the Town, or the Property Owner shall provide, **or cause others to provide,** payment to the Town for the cost to design and construct the traffic signals prior to recordation of the final plat associated with the intersection to be improved as a part of the final plat. The cost to the Property Owner for the traffic signals for each intersection shall be based upon the cost to design and construct traffic signals to accommodate the final configuration as planned as of the time of construction or payment. **Alternatively, the Property Owner may elect to provide, or cause others to provide, the Town with a financial security, in the form of a letter of credit that is acceptable to the Town (the "Signal Letter of Credit"), in the amount of one hundred percent (100%) of the cost to design and construct the applicable traffic signal(s), as determined by the Town (the "Signal Cost"), prior to recordation of the final plat associated with the intersection to be improved as a part of such final plat (the "Final Plat"). The Signal Cost shall increase annually, commencing on the date that the Final Plat is recorded, as determined by the Construction Cost Index (the "Signal Payment"). The Signal Letter of Credit shall be replaced with the Signal Payment, which shall be paid to the Town prior to: (i) the Town's probationary acceptance of the public improvements for the Final Plat, or (ii) if the Town will commence construction of the applicable traffic signal, within thirty (30) days of the written request by the Town, whichever occurs first. Additionally, if the Town elects to commence the design of traffic signal (s) that is secured by a Signal Letter of Credit, the Property Owner shall pay to the Town the cost to design the traffic signal(s), as determined by the Town, within thirty (30) days of the written request by the Town (the "Design Payment"). The Signal Payment**

and Signal Letter of Credit shall be reduced by the amount of the Design Payment.

Section 4. The Agreement as modified herein remains in full force and effect and is ratified by the Town and the Property Owner. In the event of any conflict between the Agreement and this Sixth Amendment, the terms and conditions of this Sixth Amendment shall control.

Section 5. The Sixth Amendment shall be recorded with the Clerk and Recorder of Douglas County, Colorado, and shall touch, attach to, and run with the land, shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

IN WITNESS WHEREOF the parties have signed this Sixth Amendment as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

Kristin Hoffmann, Town Attorney

[Remainder of the page intentionally left blank; signatures continue on the following page]

**NORTH PARKER INVESTMENTS,
LLC, an Arizona limited liability
company**

By: Anthology Management L.L.C., its
manager

By: _____
Scott Seldin, Member

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____,
2022, by Scott Seldin, as Member of Anthology Management L.L.C., manager of North Parker
Investments, LLC

My commission expires: _____.

SEAL

Notary Public

[Remainder of the page intentionally left blank; signatures continue on the following page]

**ANTHOLOGY RECOVERY
ACQUISITION LLC, a Delaware limited
liability company**

By: _____
_____, Manager

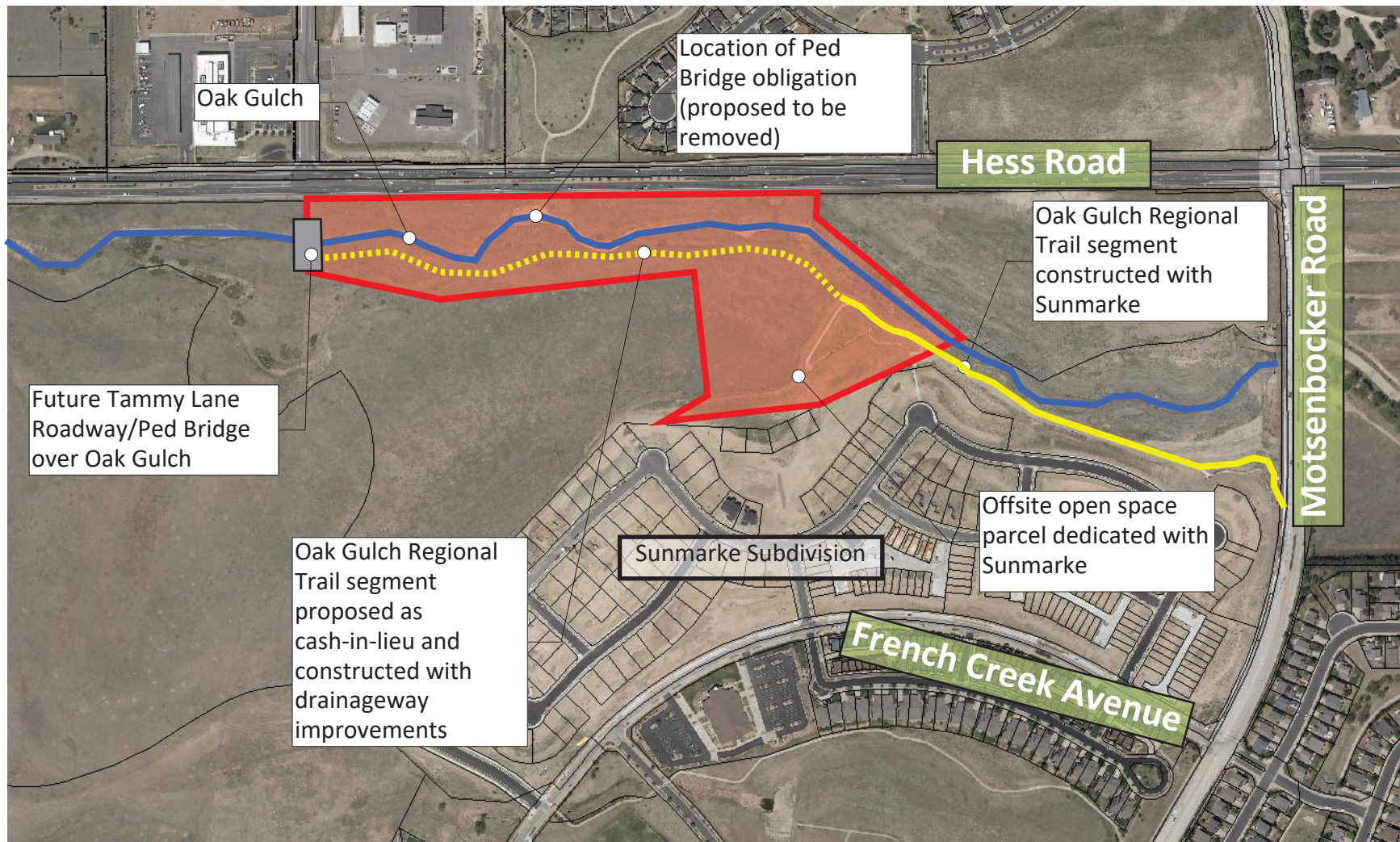
STATE OF)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____,
2022, by _____, as Manager, of Anthology Recovery Acquisition, LLC.

My commission expires: _____.

SEAL

Notary Public



Anthology North Annexation
Agreement Amendment
Exhibit 1





Request for Town Council Action

Date: January 3, 2023

Submitted By: Jim Gilbert, Deputy Director of Operations

Reviewed By: Michelle Kivela, Town Manager

Title: **Purchase of Vac-Truck for Stormwater Operations**

Amount: **\$609,488**

Contractor: **Kaiser Premier**

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

EXECUTIVE SUMMARY

The Town of Parker's Stormwater Operations Division is seeking Council approval to proceed with the purchase of a Jet/Vacuum Truck (Jet/Vac) to perform ongoing maintenance of the Town's stormwater infrastructure. The Town is responsible for maintaining the function of the stormwater system, including the prevention of flooding and mitigating the deposition of sediment, debris, and trash into the Cherry Creek and its tributaries. The Division has reached a point where it makes sense from a fiscal and operational point of view to own and operate a Jet/Vac truck. The type, frequency, level, and volume of service the Town's stormwater facilities need dictate that a Jet/Vac flush truck is the correct tool needed by the stormwater maintenance division at this time.

The primary purpose of the Town's stormwater system and the maintenance of the system is to remove debris and sediment that could lead to function loss and flooding. In addition, the maintenance serves to keep natural resources (water quality) from deteriorating, ensuring the safety and health of Town residents.

This equipment is being purchased through a competitive bid pricing structure awarded through HGAC Cooperative. This meets the Town's requirement as an approved procurement method.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Stormwater division performs routine and non-routine maintenance on more than 381 ponds, 147 miles of storm pipe, and 7,615 drains/inlets and manholes. Maintenance related to the Jet/Vac equipment is critical to providing a stormwater system that transmits water flow through the Town's infrastructure and ultimately delivers this water to the Cherry Creek water basin.

The Town currently contracts for the services of a Jet/Vac sewer flushing truck to clean and maintain the Town's stormwater system. The current contracting works well, and staff is able to

schedule and work with the contracted vendor to accomplish the necessary routine cleaning. It is expected that staff will continue this practice until a truck is procured. However, due to expected growth in infrastructure as well as the aging of the Town's existing infrastructure, there will be a need for the Town to own and be able to operate a Jet/Vac truck to provide reliable infrastructure maintenance. It is estimated that, between 2020 and 2030, the Town will add an additional 4,000 homes, which will add to the current stormwater infrastructure requiring maintenance. The Town has added and will continue to add stormwater vaults in lieu of ponds. A Jet/Vac truck must be used to maintain these vaults.

Maintenance of the Town's stormwater system includes maintenance and restoration of natural drainage ways with the Town. Many of these areas are surrounded by open space or trails along their corridors. Both the open space and the trails are valued and utilized by the citizens of Parker. Keeping the natural systems healthy and functioning will allow these secondary systems to remain assets valued and utilized by the Town.

Keeping the stormwater system operable, mitigating flooding, and ensuring compliance with the Town's MS4 permit, ensures that Parker provides a high quality of life and is a desirable location for businesses to locate, grow, and thrive.

FINANCIAL IMPACT

This piece of equipment was presented as part of the 2023 Capital Budget using Stormwater funding. The cost of the unit is less than the budgeted amount. Additional annual recurring costs may include maintenance and fuel to operate the equipment. No other financial impacts are anticipated at this time other than the \$609,488 to purchase the equipment.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: January 3, 2023
Submitted By: Bob Exstrom, Project Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **Design Contract (CIP22-051-AS) for the Town Hall Expansion Project**
Amount: **Terms and Conditions Only**
Contractor: **Anderson Mason Dale Architects**
Department: **Engineering and Public Works, Bob Exstrom**

EXECUTIVE SUMMARY

This item is to award a design contract (CIP22-051-AS) with Anderson Mason Dale Architects for the Town Hall Expansion project for the terms and conditions only. The fee will be added to the contract by means of four (4) contract amendments.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Town Council approved funds to perform a Facility Master Plan in 2021 through a contract with Stantec. The Plan was finalized in 2022 and the results provide a feasible approach over the next twelve (12) years to construct additional space at four (4) locations. These locations include Town Hall, Public Works Operations Center, Police Station, and the PACE Center. Town Council approved the Facility Master Plan on April 18, 2022, by Resolution No. 22-016.

CIP staff proposed and presented an alternative contracting method known as the Construction Manager/General Contractor (CMGC) for the Town Hall Expansion project to Town Council at the April 25, 2022 Study Session. Town Council officially approved the CMGC contracting method on May 2, 2022, by Resolution No. 22-018.

Next, CIP staff organized a consultant selection process and publicly advertised a Request for Qualifications for architectural/engineering services. A total of six (6) firms responded and three (3) were shortlisted based on written qualifications. The final three (3) firms were interviewed, and preliminary fees were reviewed. The selection panel selected Anderson Mason Dale Architects as the most qualified firm.

Anderson Mason Dale (AMD) was the architect of record on the Parker Police Station, Parker Douglas County Library and Parker Discovery Park projects. All projects were successfully completed and continue to be landmarks in the community. AMD is a 55-person design firm with a single office located in Denver with 50 years of experience primarily in the public sector. Their proposed in-house team consists of an experienced project principal, design principal,

project architect/manager, interior designer, and construction administrator. Their proposed subconsultants (civil, landscape, structural, mechanical, plumbing, electrical) are a team of professionals and experts in their fields. The selection panel is confident that AMD will deliver a high-quality project for the Town and its citizens.

The next step in the process is awarding the design contract and first amendment. The design contract is structured so the Town and AMD sign the contract for the terms and conditions of service, then services are added to the contract by means of four (4) contract amendments. The first amendment is for preliminary (30%) design services, the second amendment is for design development (60%) and entitlement services, the third amendment is for construction documentation (100%) services, and the fourth amendment is for construction administration services. Each amendment will be presented to Town Council for award.

The overall design contract for this project including all four (4) amendments is anticipated to be between \$2MM to \$2.5MM depending on project scope. The contract duration spans a time of approximately 2.5 years. Construction is tentatively scheduled to begin in the first quarter of 2024 and completion is estimated for the first quarter of 2025.

FINANCIAL IMPACT

Funding has been appropriated for this contract in the 2023 Town Hall Expansion Fund (303-4194).

STRATEGIC GOAL(S)



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: January 3, 2023

Submitted By: Bob Exstrom, Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **First Amendment to the Design Contract (CIP22-051-AS) for the Town Hall Expansion Project**

Amount: \$289,100

Contractor: Anderson Mason Dale Architects

Department: Engineering and Public Works, Bob Exstrom

EXECUTIVE SUMMARY

This item is to award a first amendment to the design contract (CIP22-051-AS) with Anderson Mason Dale Architects for the Town Hall Expansion project for preliminary design services in the amount of \$289,100.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Staff and Anderson Mason Dale Architects (the project architect) are ready to begin the preliminary design phase of the Town Hall Expansion project. As a next step, Town Council must approve the first amendment to the design contract (CIP22-051-AS) to engage services. The primary objectives of the preliminary design phase are to build upon the results of the Facility Master Plan, advance the design to 30% and build a project cost model.

Preliminary design services generally include 1) collecting data from the building and site, 2) meeting with staff to verify the program (scope and size) outlined in the Facility Master Plan, 3) developing conceptual design options, 4) meeting with staff to verify building and planning codes, 5) advancing the conceptual design to 30%, 6) assisting the project construction manager with developing a cost model and 7) assisting staff with presenting the preliminary design results and recommendations to Town Council.

The services covered in the first amendment are anticipated to take approximately four months to complete and cost \$289,100. Construction is tentatively scheduled to begin in the first quarter of 2024 and completion is tentatively estimated for the first quarter of 2025.

FINANCIAL IMPACT

Funding has been appropriated for this first amendment in the 2023 Town Hall Expansion fund (303-4194).

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: January 3, 2023

Submitted By: Bob Exstrom, Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Construction Contract (CIP22-051-CI) for the Town Hall Expansion Project**

Amount: **Terms and Conditions Only**

Contractor: **JHL Constructors**

Department: **Engineering and Public Works, Bob Exstrom**

EXECUTIVE SUMMARY

This item is to award a construction contract (CIP22-051-CI) with JHL Constructors for the Town Hall Expansion project for the terms and conditions only. The preconstruction fee and guaranteed maximum price will be added to the contract by means of two (2) contract amendments.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Town Council approved funds to perform a Facility Master Plan in 2021 through a contract with Stantec. The Plan was finalized in 2022 and the results provide a feasible approach over the next twelve (12) years to construct additional space at four (4) locations. These locations include Town Hall, Public Works Operations Center, Police Station, and the PACE Center. Town Council approved the Facility Master Plan on April 18, 2022, by Resolution No. 22-016.

CIP staff proposed and presented an alternative contracting method known as the Construction Manager/General Contractor (CMGC) for the Town Hall Expansion project to Town Council at the April 25, 2022 Study Session. Town Council officially approved the CMGC contracting method on May 2, 2022, by Resolution No. 22-018.

Next, CIP staff organized a contractor selection process and publicly advertised a Request for Qualifications for construction manager/general contractor (CMGC) services. A total of ten (10) firms responded and three (3) were shortlisted based on written qualifications. The final three (3) firms were interviewed, and preliminary fees were reviewed. The selection panel selected JHL Constructors as the most qualified firm.

JHL is a 250+ person construction company with a single office location in Englewood with over 35 years of experience including multiple municipal projects and schools. They are an employee-owned company and are proud to report that 37 of their employees live, work and

play in Parker. They understand the significance Town Hall plays in the community and are committed to protecting the Town's interests. They have proposed a team of experienced professionals with the leadership and skills to estimate and construct this unique project. Most recently, the company has achieved the title of Top 2022 Contractor of the Year in the Mountain States Region by Engineering-News Record. In terms of relevant project experience, they are currently the CMGC on the new Parker Water & Sanitation District headquarters near Rueter-Hess Reservoir. The selection panel is confident that JHL will deliver a high-quality project for the Town.

The next step in the process is awarding the construction contract and first amendment. The construction contract is structured so the Town and JHL sign the contract for the terms and conditions of service, then services are added to the contract through a series of two (2) contract amendments. The first amendment is for preconstruction services and the second amendment adds the guaranteed maximum price (GMP) into the contract which officially starts construction.

The preconstruction fee and GMP for this project is anticipated to be between \$23MM and \$26MM, depending on project scope. The contract duration spans a time of approximately 2.5 years. Construction is tentatively scheduled to begin in the first quarter of 2024 and completion is tentatively estimated for the first quarter of 2025.

FINANCIAL IMPACT

Funding has been appropriated for this contract in the 2023 Town Hall Expansion Fund (303-4194).

STRATEGIC GOAL(S)



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: January 3, 2023

Submitted By: Bob Exstrom, Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **First Amendment to the Construction Contract (CIP22-051-CI) for the Town Hall Expansion Project**

Amount: \$49,500

Contractor: JHL Constructors

Department: Engineering and Public Works, Bob Exstrom

EXECUTIVE SUMMARY

This item is to award a first amendment to the construction contract (CIP22-051-CI) with JHL Constructors for the Town Hall Expansion project for preconstruction services in the amount of \$49,500.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Staff and JHL Constructors (project CMGC) are ready to begin the preconstruction phase of the Town Hall Expansion project. As next step, Town Council must approve the first amendment to the construction contract (CIP22-051-CI) to engage services. The primary objectives of the preconstruction phase are to prepare cost estimates, construction schedules and a guaranteed maximum price (GMP) proposal.

Preconstruction services generally include: 1) collecting data from the building and site; 2) attending design progress meetings; 3) developing and updating the concept cost model, 30% cost estimate, 60% cost estimate, and 90% cost estimate; 4) performing constructability reviews of the design; 5) forecasting market escalations and lead times and procuring at-risk materials; 6) developing a final guaranteed maximum price (GMP) proposal by soliciting bids from at least three subcontractors for all trade packages in excess of \$25K; 7) securing construction permits; and 8) preparing labor, materials and equipment for construction.

The services covered in the first amendment are anticipated to take approximately 15 months to complete and cost \$49,500. Construction is tentatively scheduled to begin in the first quarter of 2024 and completion is tentatively estimated for the first quarter of 2025.

FINANCIAL IMPACT

Funding has been appropriated for this first amendment in the 2023 Town Hall Expansion Fund (303-4194).

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

None

RECOMMENDED MOTION

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