

TOWN COUNCIL

MEETING

PACKET

April 6, 2020



Town Council
Agenda
Monday, April 6, 2020
Remote Meeting
7:00 PM



MISSION STATEMENT—*“The mission of the government of the Town of Johnstown is to provide leadership based upon trust and integrity, commitment directed toward responsive service delivery, and vision for enhancing the quality of life in our community.”*

Members of the audience are invited to speak at the Council meeting. Public Comment (item No. 5) is reserved for citizen comments on items not contained on the printed agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position.

- 1) **CALL TO ORDER**
 - A) Pledge of Allegiance
- 2) **ROLL CALL**
- 3) **AGENDA APPROVAL**
- 4) **RECOGNITIONS, PROCLAMATIONS AND PRESENTATIONS**
- 5) **PUBLIC COMMENT (three-minute limit per speaker)**

*The “Consent Agenda” is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any Council member wishes to have an item discussed or if there is public comment on those ordinances marked with an *asterisk. The Council member may then move to have the subject item removed from the Consent Agenda for discussion separately.*

- 6) **CONSENT AGENDA**
 - A) Town Council Meeting Minutes – March 16, 2020
 - B) Payment of Bills
 - C) 2nd Reading Ordinance Number 2020-175, an Ordinance Amending Sections 16-102, 16-104 and 16-106 of Article VII of Chapter 16 of the Johnstown Municipal Code Concerning Conditional Use Grants
 - D) Proposal from Tait and Associates, Inc. - Professional Engineering, Survey, and Utility Mapping Services for the Town of Johnstown’s Old Town Drainage and Street Rehabilitation Improvements
 - E) Weld County Community Development Block Grant
- 7) **TOWN MANAGER REPORT**
- 8) **TOWN ATTORNEY REPORT**
- 9) **OLD BUSINESS**
- 10) **NEW BUSINESS**
 - A) Public Hearing – The Ridge at Johnstown Annexation #1
 1. Annexation Agreement
 2. Resolution 2020-07 Findings of Fact
 3. Ordinance Number 2020-176- an Ordinance Annexing The Ridge at Johnstown Annexation #1
 - B) Public Hearing – Ordinance Number 2020-177 – an Ordinance Zoning the property known as The Ridge at Johnstown Annexation #1
 - C) Low Point Wastewater Treatment Plant Expansion Project Design
 - D) Water Transfer Request
 - E) Discussion – COVID19 Response and Future Outlook
- 11) **COUNCIL REPORTS AND COMMENTS**
- 12) **MAYOR’S COMMENTS**
- 13) **EXECUTIVE SESSION**

For discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) to Discuss Town Manager Evaluation”
- 14) **ADJOURN**

AGENDA ITEM 6A-E

CONSENT

AGENDA

- **Council Minutes – March 16, 2020**
 - **Payment of Bills**
- **2nd Reading Ordinance Number 2020-175**
 - **Proposal from Tait and Associates, Inc.**
- **Weld County Community Development Block Grant**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 6, 2020

ITEM NUMBER: 6A-E

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk, Town Manager

AGENDA ITEM DESCRIPTION: The following items are included on the Consent Agenda, which may be approved by a single motion approving the Consent Agenda:

- A) Town Council Minutes – March 16, 2020
- B) Payment of Bills
- C) 2nd Reading Ordinance 2020-175, an Ordinance Amending Sections 16-102, 16-104 and 16-106 of Article VII of Chapter 16 of the Johnstown Municipal Code Concerning Use Grants
- D) * Proposal from Tait and Associates, Inc. – Professional Engineering, Survey, and Utility Mapping Services for The Town of Johnstown's Old Drainage and Street Rehabilitation Improvements
- E) ** Weld County Community Development Block Grant

**In the FY 2020, Council approved appropriations for drainage improvements planned in the areas from Greeley to Estes (west to east) and North Second to Charlotte (north to south). A substantial amount of storm water is conveyed to this general area causing localized flooding. Prior to beginning with improvements to divert flows by modifying surface area elevations, Staff engaged with Tait Engineering to perform an elevation study to better understand the storm water flow direction, velocity, and volumes. The elevation study determined that additional infrastructure should be added to address the flooding issue in this area and more effectively convey flows to minimize impacts. To ensure a complete project that addresses the issue fully, Staff has determined the best course of action is to fully design the project with a licensed engineer. The contract provided will design this project and we will then bid it out and determine if additional funding is necessary. At this time, the funds appropriated can satisfy the design scope included in the presented agreement.*

***Weld County was notified by the U.S. Department of Housing and Urban Development (HUD) that it may qualify for designation as an Urban County. As part of this designation, Weld County may be eligible to receive a direct allocation of CDBG funds beginning in the 2020-21 fiscal year. In order to qualify, Weld County needs to perform an assessment of its needs for the County and also enter into Intergovernmental Cooperation Agreements with each of the municipalities in Weld County. This will support the efforts by Weld County to be considered for CDBG funding beginning again in the 2020-21 fiscal year.*

While the Town may have the opportunity to receive some of the CDBG funds if they become available, it should be noted that:

- 1. The funding will be extremely competitive*
- 2. One of the primary elements require that at least 70% of all funding go to help low to moderate income levels. This is a challenging proposition for Johnstown given that their median income household income, based on the U.S. Census information, is \$90,240.*

LEGAL ADVICE: The entire Consent Agenda may be approved by a motion of the Town Council approving the Consent Agenda, which automatically approves each and every item listed on the Consent Agenda. If a Council member wishes to have a specific discussion on an individual item included with the Consent Agenda, they may move to remove the item from the Consent Agenda for discussion.

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

Council Minutes

The Town Council of the Town of Johnstown met on Monday, March 16, 2020 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Lebsack led the Pledge of Allegiance.

Roll Call:

Those present were: Councilmembers Berg, Lemasters, Molinar Jr. Tallent and Young

Those absent were: Councilmember Mellon

Staff present: Avi Rocklin, Town Attorney, Matt LeCerf, Town Manager, Marco Carani, Public Works Director, Kim Meyer, Planning Director, Jamie Desrosier, Communication Manager and Brian Phillips, Police Chief.

Agenda Approval

Councilmember Tallent made a motion seconded by Councilmember Berg to approve the Amended Agenda which adds Items 10 E and 10 F. Motion carried with a unanimous vote.

Recognitions, Proclamations and Presentations

Mayor Lebsack read a Proclamation congratulating Student of the Year Candidate Olivia Peterson on her support of Leukemia & Lymphoma Society's 7-week fundraising campaign.

Public Comments

Sheila Woodson, representing Sower of Seeds updated the Council the food drive they sponsored gathered 1834 pounds of food. Council gave the community a standing ovation.

Consent Agenda

Councilmember Lemasters made a motion seconded by Councilmember Young to approve the Consent Agenda with the following items included:

- March 2, 2020 Council Meeting Minutes
- 2nd Reading Ordinance Number 2020-172
- 2nd Reading Ordinance Number 2020-173

Motion carried with a unanimous vote.

New Business

A. Public Hearing – First Reading – Ordinance No. 2020-174, an Ordinance Amending Chapter 2 of the Johnstown Municipal Code to Include Section 2-17 Concerning Remote Meetings; Renumbering Existing Section 2-17 and 2-18 of the Johnstown Municipal Code; and Declaring an Emergency – this ordinance will provide conditions for conducting remote Town Council meetings during times of natural disasters or pandemic health issues in the community.

Mayor Lebsack opened the public hearing at 7:18 p.m. and having no public comment closed the hearing at 7:22 p.m. Councilmember Tallent made a motion seconded by Councilmember Berg to approve Ordinance No. 2020-174, an Ordinance Amending Chapter 2 of the Johnstown Municipal Code to include Section 2-17 Concerning Remote Meetings; Renumbering Existing Sections 2-17 and 2-18 of the Johnstown Municipal Code; and Declaring An Emergency. Motion carried with a unanimous vote.

B. Public Hearing – First Reading – Ordinance Number 2020-175, an Ordinance Amending Sections 16-102, 16-104 and 16-106 of Article VII of Chapter 16 of the Johnstown Municipal Code concerning Conditional Use Grants – this ordinance would modify the current ordinance such that the Planning and Zoning Commission would review the application for a Conditional Use Grant and make a recommendation to the Town Council for final determination and conditions of approval.

Mayor Lebsack opened the public hearing at 7:31 p.m. and having no public comment closed the hearing at 7:33 p.m. Councilmember Lemasters made a motion seconded by Councilmember Young to approve Ordinance 2020-175 amending Sections 16-102, 16-104 and 16-106 of Article VII of Chapter 16 of the Johnstown Municipal Code concerning Conditional Use Grants. Motion carried with a unanimous vote.

C. Town of Johnstown Water Treatment Plant Media Replacement Project – Staff sent out formal bids to 7 construction firms, requesting proposals to replace the water filter media in the water treatment plant. Two companies submitted their proposals. After staff reviewed the proposals, they are recommending Glacier Construction, Inc. be authorized to do the water filter media project in the amount of \$212,800.00. Councilmember Molinar Jr. made a motion seconded by Councilmember Berg to approve hiring Glacier Construction for the media replacement project in the amount not to exceed \$212,800.00. Motion carried with a unanimous vote.

D. Consider Resolution 2020-06, Resolution Authorizing the Mayor along with either the Town Clerk or Town Manager to Execute Documents required by the Northern Colorado Water Conservancy District for the Town to acquire, accept dedication of and renew Temporary Use Permits related to Colorado-Big Thompson Project Water for the Town – this Resolution updates a document that was previously approved in 2001. Councilmember Lemasters made a motion seconded by Councilmember Tallent to approve the resolution as presented establishing authorized representatives for water transactions with Northern Colorado Water Conservancy District. Motion carried with a unanimous vote.

E. Public Hearing First Reading – Ordinance Number 2020-176, an Ordinance Repealing and Replacing Article VIII of Chapter 2 of the Johnstown Municipal Code Concerning Disaster Emergency Preparedness; and Declaring an Emergency – this Ordinance amends Chapter 2 of the municipal code to repeal Article VIII and creating a new Article VIII titled: Disaster Emergency Preparedness. The modified ordinance expands the ability for the Mayor, Council or

Town Manager to address an emergency in the interest of protecting life, property and preservation of critical resources.

Mayor Lebsack opened the public hearing at 7:40 p.m. and having no public comment closed the hearing at 7:47 p.m. Councilmember Young made a motion seconded by Councilmember Molinar Jr. to approve Ordinance No. 2020-176, an Ordinance Repealing and Replacing Article VIII of Chapter 2 of the Johnstown Municipal Code Concerning Disaster Emergency Preparedness; and Declaring an Emergency. Motion carried with a unanimous vote.

F. Resolution Number 2020-07, Resolution Declaring a Local Disaster Emergency – this resolution would officially declare an emergency by the Johnstown Town Council. Councilmember Berg made a motion seconded by Councilmember Young to approve Resolution Number 2020-07 a Resolution Declaring a Local Disaster Emergency as a result of the Corona Virus. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 7:59 p.m.

Mayor

Town Clerk

Payment of Bills

Town of Johnstown
List of Bills - February 25, 2020 - March 26, 2020

<u>Vendor</u>	<u>Description</u>	<u>Depart</u>	<u>Amount</u>
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
4Rivers Equipment	Backhoe	PW	119,388.00
A & E Tire Inc	Tires	PD/PW	2,762.78
Ace Hardware	Supplies	PW	892.16
Adamson Police Products	Uniforms	PD	1,411.23
Advanced Mechanical Services	Labor & parts	PW	2,340.00
AED Everywhere, Inc.	AED's - Town buildings	ADM	7,000.00
All Copy Products	Printing	PD	403.59
Alternative Elevations LLC	Elevator inspection	PW	200.00
Anchor Auto Glass	Vehicle repairs	PW	526.41
AP Mountain States, LLC	Rec Center	PW	1,717,244.16
Applied Concepts, Inc	Radar units	PD	18,692.00
Applied Industrial Tech	Supplies - wastewater plant	PW	3,636.10
Arapahoe Rental	Supplies	PW	43.89
Atlas Business Solutions Inc	Software license	PD	583.20
BearCom	Repairs	PD	250.00
Bobcat of the Rockies	Supplies	PW	187.74
Brandon Copeland	Professional services	ADM	808.52
Browns Hill Engineering & Controls	Engineering services - water/sewer	PW	27,265.20
Canyon Systems	Supplies	PW	484.43
Card Services	Training, travel & supplies	ALL	5,049.32
Caselle, Inc	Additional license & monthly support	ALL	3,502.00
CDR Propane Services, LLC	Propane	PW	1,917.00
Central Square Technologies	Community pro project	ADM	162.16
Central Weld County Water District	Water purchase	PW	586.00
CenturyLink	Telephone	PW	239.11
Cesare, Inc.	Geotechnical study	PW	16,000.00
Cintas	Supplies	PW	270.66
Colorado Analytical Labs	Supplies	PW	95.00
Colorado Concrete Construction	Project-Hayes Park Trail	PW	62,976.25
Colorado Greenbelt Management	Snow removal	PW	3,430.00
Colorado Materials, Inc.	Supplies	PW	494.52
Commercial Laundry Systems	Rec Center - Equipment	PW	14,496.41
Community Center Refund	Refund of deposit	ADM	300.00
Consolidated Home Supply Ditch	Contractual services	PW	7,899.45
Control Solutions Inc.	HVAC maintenance	PW	785.00
Core & Main	Hydrant supplies	PW	2,778.71
Coren Printing, Inc	Supplies	ADM	609.00
Dana Kepner Co.	Supplies - water meter	PW	1,051.38
DBC Irrigation Supply	Supplies	PW	59.09
Denver Industrial Sales	Sealant	PW	8,710.16
DES Pipeline Maintenance, LLC	Maintenance	PW	1,125.00
DPC Industries Inc	Chemicals	PW	16,835.53
Election Systems & Software	Ballot layout	ADM	36.75

Envirotech Services, Inc	Ice slicer	PW	11,268.76
Ergomed	Employment screening	ADM	200.00
Fastenal	Supplies	PW	679.45
Felsburg Holt & Ullevig	Professional services	ADM	2,775.57
First Class Security Systems	Fire system monitoring	ALL	1,161.10
First National Bank	Banking services	ADM	2,129.85
Frontier Fertilizer & Chemical	Ice melt	PW	80.01
Galloway & Company, Inc.	Professional services	PW	1,125.00
Gamez, Shirley Newsom	Mileage	ADM	130.00
Glenn A. Jones Library	Library support	ADM	85,221.66
Grainger, Inc.	Maintenance supplies	PW	3,842.78
Greeley Lock and Key	Door entry system/security system	PD	12,583.81
Greeley Police Department	Guard terminal fee 2020	PD	7,743.29
Greystone Technology Group	Monthly computer support	ALL	3,574.13
Ground Engineering Consultants	Rec Center	ADM	1,545.00
Hach Company	Supplies & chemicals	PW	946.97
Hays Market	Supplies	ALL	86.08
Helton & Williamsen, P.C.	Engineering services	ADM	17,780.15
Helton & Williamsen, P.C.	Bill Back - Engineering services	ADM	9,380.00
Higher Ground Inc	Training	ADM	3,500.00
Hill & Robbins, PC	Legal services	ADM	6,322.02
Hummel Investments LLC	Developer deposit refunds	ADM	5,339.28
IMEG Corp	Engineering services	ADM	26,070.77
Infosend, Inc.	Utility bill printing	ADM	4,995.37
Insight North America, LLC	Investment services	ALL	2,714.80
Intellichoice, Inc	Support and maintenance	PD	1,495.00
J&L Pipeline Contractors, Inc.	Drainage project	PW	45,392.00
J&S Contractors Supply Co.	Supplies - signs/snow blade	PW	7,723.76
J&T Consulting, Inc.	Media replacement - water	PW	31,347.05
Jeff Sobeski	Consultant services	PW	185.00
Johnstown Breeze	Publication costs	ADM	825.40
Jones Excavating & Plumbing	Repairs	PW	4,688.35
Kinsco, LLC	Uniforms	PD	792.00
Koala T Carpet Cleaning	Carpet cleaning	PD	565.00
Kubat Equipment & Service Co	Supplies	PW	192.86
Lakeside Equipment Corporation	Brush assembly	PW	8,806.00
Larimer County Sales Tax Admin	Use Tax - reimbursement	ADM	29,557.67
Law Enforcement Systems	Code enforcement	PD	78.00
Law Office of Avi Rocklin LLC	Legal Services	ADM	5,457.50
Law Office of Avi Rocklin LLC	Bill Back - Legal Services	ADM	4,974.50
Lazar, Michael	Municipal Court Judge	ADM	1,470.00
Loveland Bear Alignment, Inc	Vehicle repairs	PD	85.00
Lowe's	Supplies	PW	34.48
Mac Equipment	Supplies	PW	1,323.36
Mares Auto Inc.	Vehicle repairs	PD/PW	390.00
McCoy, Mitzi	Supplies - COVID supplies	PW	85.00
Milliken Johnstown Electric	Repair services	PW	172.50

Mountain States Pipe & Supply	Meters and meter supplies	PW	7,410.81
Nalco Company LLC	Chemicals	PW	4,397.74
Napa Auto Parts, Inc	Supplies - vehicles	PW	1,470.08
NASRO	Training - SRO	PD	345.00
Newco Inc	Supplies	PD	152.63
Northern Colorado Water	Water assessment	PW	461.25
Northern Safety Co Inc	Supplies	PW	282.18
Northwest Parkway	Tolls	PD	5.75
Office Depot Business Credit	Office supplies	ALL	1,697.70
Office Scapes	Furniture	PD	11,291.12
Oldcastle Infrastructure	Supplies	PW	106.00
Oztek Commercial Services	Service Call	PW	1,733.76
Petty Cash	Supplies	ALL	174.25
Pioneer	Supplies	PW	340.86
Poudre Valley REA	Utilities	ALL	12,049.97
Prairie Mountain Media	Employment advertisements	ALL	1,035.00
ProCode Inc.	Building inspection services	ADM	12,750.00
ProForce Law Enforcement	Ammunition/taser equipment	PD	15,201.10
Purchase Power	Postage meter	ADM	301.50
Railbox Consulting LLC	Storage container	PD	2,785.00
Ramey Environmental Compliance	Contractual services	PW	18,797.29
Reorganized Farmers Ditch Co.	Water assessments	PW	412.50
Revelation Steel	Supplies	PW	118.35
Rhinehart Oil Co., Inc.	Fuel	ALL	11,177.01
Royal-T	Jetting services	PW	318.00
Sam's Club MC/SYNCB	Supplies	PW	170.32
Seachange	Ballot mailing	ADM	4,293.61
Tait & Associates, Inc.	Drainage Evaluation	PW	8,514.60
TDS	Telephone	ALL	2,249.46
Teledyne Instruments, Inc.	Equipment - wastewater	PW	13,179.80
The Gard Lateral Ditch Company	Water shares	PW	525.00
The Home Depot/GECE	Shop supplies	PW	55.64
Thompson Water Users Association	Water assessments	PW	366.00
Twin Silos, LLC	Developer deposit refunds	PW	4,000.00
U.S. Postal Service	Postage	PD	110.00
UE Compression	Labor & materials	PW	4,317.05
United Power	Utilities	PW	798.60
Upstate Colorado Economic Dev	Membership dues	ADM	10,000.00
USA Bluebook	Supplies	PW	1,915.96
Utility Notification Center	Locates	PW	917.84
Utility Refunds	Refunds	ADM	4,566.33
VCA Fort Collins Animal Hospital	Vet services	PD	161.41
Veris Environmental, LLC	Chemicals	PW	2,428.30
Verizon Wireless	Cell phones	ALL	2,217.69
Versatube Building System	Range canopy	PD	2,377.00
Wagner Equipment Co.	Equipment maintenance	PW	20,647.70
Waste Management	Trash services	PW	117,690.43

Weifield Group Electrical Contracting	Project - sewer	PW	146,246.05
Weld County	Public communications cost	PD	55,797.00
Weld County Clerk & Recorder	Recording fees	PW	500.00
Weld County Dept of Public	Lab services	PW	3,632.50
Windstream	Telephone/Internet	ALL	2,258.67
Winters, Hellerich & Hughes, L	Prosecuting attorney services	ADM	4,522.50
Xcel Energy	Utilities	ALL	53,993.57
Yost Cleaning	Monthly cleaning service	ALL	1,969.00
Total:			<u>2,987,120.82</u>

Ordinance 2020-175

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2020-175

**AN ORDINANCE AMENDING SECTIONS 16-102, 16-104 AND 16-106
OF ARTICLE VII OF CHAPTER 16 OF THE JOHNSTOWN
MUNICIPAL CODE CONCERNING CONDITIONAL USE GRANTS**

WHEREAS, the Town of Johnstown, Colorado ("Town") is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town's Home Rule Charter; and

WHEREAS, Town Council is vested with authority to administer the affairs of the Town; and

WHEREAS, Article VII of Chapter 16 of the Johnstown Municipal Code ("Code") regulates conditional use grants, setting forth, among other matters, the petition process, the criteria for consideration of a conditional use grant and termination conditions; and

WHEREAS, per the current provisions of the Code, the Planning and Zoning Commission, subsequent to a study and investigation, is directed to hold a public hearing to consider a petition for a conditional use grant and determine whether to approve, conditionally approve or deny the conditional use request; and

WHEREAS, to be consistent with current land use practice in the Town, Town Council desires to modify the conditional use procedure to provide that the Planning and Zoning Commission shall hold a public hearing and make a recommendation to Town Council regarding the petition and, upon receipt of the Planning and Zoning Commission's recommendation, Town Council shall thereafter hold a public hearing and make a final determination regarding approval, conditional approval or denial of the petition for a conditional use grant; and

WHEREAS, to effectuate the foregoing, Town Council desires to amend Sections 16-102 and 16-106 of Article VII of Chapter 16; and

WHEREAS, Town Council further desires to clarify conditions related to termination of the conditional use grant and thus desires to amend Section 16-104; and

WHEREAS, Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the preservation of the public health, welfare, peace, safety and property and that this Ordinance is in the best interests of the citizens of the Town.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, AS FOLLOWS:

Section 1. Section 16-102 of the Johnstown Municipal Code shall be amended in full to read as follows:

Sec. 16-102. Approval of conditional use grants.

Uses listed as conditional uses may be permitted upon petition to the Town for a conditional use grant. After review by Town staff, the petition shall be considered by the Planning and Zoning Commission for a recommendation to Town Council. Town Council shall thereafter determine whether to permit the conditional use grant based on the effect of such use on the health, safety, welfare and economic prosperity of the immediate neighborhood in which it would be located and on the Town, based on the considerations listed in Section 16-105 below. Approval shall only be for a specific location and shall terminate upon change in the use.

Section 2. Section 16-104 of the Johnstown Municipal Code shall be amended in full to read as follows:

Sec. 16-104. Termination of conditional uses.

Where a permitted conditional use does not continue in conformity with the conditions of approval or where the use is no longer compatible with the surrounding area, the conditional grant may be terminated or modified by Town Council subsequent to a public hearing.

Section 3. Section 16-106 of the Johnstown Municipal Code shall be amended in full to read as follows:

Sec. 16-106. Procedure.

(a) *Filing.* A petition for a conditional use grant shall be submitted in writing and filed with the Town. The petition shall be accompanied by building, site and operational plans as provided in Section 16-145(c) and by such other data and information necessary for proper evaluation of the request as determined by Town staff.

(b) *Planning and Zoning Commission.* Subsequent to review, Town staff shall refer the petition to the Planning and Zoning Commission. The Planning and Zoning Commission shall provide notice and hold a public hearing. Following the public hearing, the Planning and Zoning Commission shall make a recommendation to Town Council.

(c) *Town Council.* Upon receipt of the Planning and Zoning Commission's recommendation, Town Council shall provide notice and hold a public hearing. Town Council shall thereafter make a determination related to the conditional use request and set

forth its decision in writing, indicating conditions of approval, if any, or, if the petition is denied, indicating the reason therefor.

Section 4. Repeal. Existing or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 5. Publication; Effective Date; Recording. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town's Home Rule Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 16th day of March, 2020.



By: Diana Seele
Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: Gary Lebsack
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

Proposal from Tait & Associates Inc.

**(Engineering, Survey and Utility Mapping
Services)**

March 25, 2020

Marco Carani
Director of Public Works
Town of Johnstown
450 S. Parish
Johnstown, CO 80534

**PROPOSAL FOR PROFESSIONAL ENGINEERING, SURVEY, AND UTILITY MAPPING
SERVICES FOR THE TOWN OF JOHNSTOWN'S OLD TOWN DRAINAGE AND STREET
REHABILITATION IMPROVEMENTS**

Mr. Carani:

Tait & Associates, Inc. is excited to assist the Town of Johnstown with Civil Engineering, Land Survey, and Utility Mapping services for the Old Town drainage and street rehabilitation improvements. This proposal is based on our Phase 1 drainage evaluation and modeling efforts where concerns with the existing drainage conveyance west of South Columbine Avenue between 1st Street and 2nd Street were evaluated. There were two specific drainage paths discussed. One drainage path was from the intersection of North Greeley Avenue and 1st Street to the alley north of that intersection, then east down the alley to North 1st Place and on to the inlets at the intersection of North 1st Place and South Columbine Avenue. The other drainage path is along North 2nd Street from North Fremont Avenue to North Denver Avenue.

Attached is a Scope of Services and cost breakdown for engineering and surveying services as well as bidding coordination efforts. We have excluded Construction consulting and as-builts as we anticipate that effort will come in the coming years once this project is moved into construction. Please review the enclosed scope and fees. Do not hesitate to contact us with any questions or concerns.

Very truly yours,
TAIT & Associates, Inc.



Alex Hoime, PE
Vice President

Agreed & accepted by:
Town of Johnstown

Matt LeCerf
Town Administrator



OLD TOWN STREET AND DRAINAGE REHABILITATION

SCOPE OF SERVICES

Phase 2: Engineering and Survey

Task 1 - Project Management, Meetings, and Scoping: TAIT & Associates, Inc. (TAIT) will research, investigate and review existing documents, studies and reports relevant to the project. In addition, TAIT will review base information available from the Town before commencement of field or design work. TAIT will meet with Town staff to identify background information and incorporate staff suggestions, recommendations and other requirements. TAIT will be available for meetings throughout the design stage to ensure the design proposed will meet the intent of the Town Staff.

Task 2 - Field Survey – Roadway and Utilities: TAIT will perform a detailed field survey of the existing road and utility infrastructure improvements. Survey data will be collected for all existing surface improvements, including drives, sidewalks and access drives within and adjacent to the area of work. Sub-surface utility locations will be marked by our utility locate subconsultant. Potholing will be performed at locations of crossings. This effort will include evaluation of the following features:

- Existing surface conditions, curb & gutter, returns, sidewalks, ramps
- Existing water, sewer and storm drainage improvements in the Right of Way
- Right of Way issues / visible encroachments
- Horizontal & Vertical alignments (inside Right of Way)

Task 3 - Drainage Analysis: TAIT has completed a Preliminary Drainage Analysis to model the basins contributing to the Old Town area. Further drainage analysis will be performed to refine the sizing and placement of inlets within the basin. The proposed pipe sizes will also be evaluated. The use of elliptical piping or reinforced concrete boxes may also need to be evaluated based on utility crossings.

Task 4 - Storm Drain Plan and Profile Design: Based on the information obtained in the Topographic Survey, evaluation performed in the Preliminary Drainage Analysis, and further analysis performed as a part of the Phase 2 Drainage Analysis, TAIT will lay out the horizontal and vertical alignment of the proposed drainage system. Careful attention will be paid to crossing utilities, obstructions, adjacent utility alignments, and cover. Crossings will be labelled showing clearance anticipated based on locates and potholing. Precise descriptions and details will be provided within the plans to ensure accuracy in bidding and throughout construction.

Task 5 - Estes Avenue Redesign Plan and Profile: Estes Avenue is proposed to be removed and replaced from 2nd Street to 1st Place. TAIT will delineate the extent of removal to allow for adequate tie-ins to the adjacent properties. The proposed roadway will be designed to connect to the proposed V-gutter at 2nd Street and transition into existing just south of the 1st Place intersection.



Task 6 - Greeley Avenue Redesign Plan: To enhance the drainage capture and conveyance to the proposed Storm Drain extending from Greeley Avenue to Columbine Street, it is proposed to reconstruct a portion of Greeley Avenue. The reconstruction is proposed between 1st Street and the alley to accommodate proposed inlet placement and ensure flows are properly conveyed to the drainage pipe directing flows east. The precise extent of removals will be determined based on the topographic survey.

Task 7 - Alley Redesign: The installation of the storm drain will disturb the majority of the alley from Greeley Avenue to Estes Avenue. TAIT will evaluate tie-ins along the properties adjacent to the alley and provide alley grading that allows for adequate drainage conveyance, accommodates smooth vehicle travel, and minimizes disturbance of adjacent property.

Task 8 - Second Street Redesign: Plans to incorporate V-Gutters at the intersections with Fremont Avenue and Estes Avenue will be prepared to ensure conveyance of stormwater along Second Street is maximized. Curb returns and ramps/ADA paths will be adjusted as necessary to accommodate the drainage design.

Phase 2: Engineering and Survey _____ **\$156,050**

Phase 3: Project Manual and Bidding Coordination

Task 9 - Project Manual and Engineers Estimate: TAIT will prepare a project manual and project specification manual (using Johnstown specifications). The manual will include a project specification, measurement and payment sections, contract documents, special conditions and a bid tabulation summary for the project. TAIT will also prepare an Engineers Cost Estimate for the project.

Task 10 - Bidding Coordination: TAIT will provide support for the Town during the Bid process. TAIT will be available to respond to questions during bidding, attend a pre-bid meeting, and evaluate bids for completeness.

Phase 3: Project Manual and Bidding Coordination _____ **\$15,040**

FEE SUMMARY

Phase 2: Engineering and Survey _____ **\$156,050**

Phase 3: Project Manual and Bidding Coordination _____ **\$15,040**

Reimbursables _____ **\$2,566**

Total Cost: \$ 173,656



CONDITIONS, ASSUMPTIONS, AND EXCLUSIONS

The following conditions, assumptions, and exclusions are an integral part of this proposal:

- 1) The Town will provide record data of all infrastructure within the limit of work, as available.
- 2) TAIT will survey the roadway and collect topographic and utility data. Property corners will be recovered, where possible, but this is not to be considered a complete boundary survey of street right of way.
- 3) No traffic impact design analysis have been included in our fees.
- 4) Site planning, traffic engineering, architecture, landscape architecture, mechanical engineering, structural engineering, electrical engineering, construction consulting, staking, as-built survey, and other related trades not specifically mentioned in this proposal are excluded from this proposal and not a part of our services.
- 5) The consultant will be utilizing all Town and County information made available for this project. We assume that the Town will support the consultant for any data required, either in the form of archived reports or studies or request for information from Weld County, as required.
- 6) If conditions materially change during the course of this project, we reserve the right to re-negotiate this contract to reflect the changed conditions.

TOWN OF JOHNSTOWN PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this 27th day of March, 2020 (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and Tait and Associates a Foreign Corporation (“Contractor”) (collectively, the “Parties”).

WHEREAS, the Town desires to engage the services of Contractor and Contractor wishes to provide those services more fully described on Exhibit A, attached hereto and incorporated herein by reference (“Services”), for the Town; and

WHEREAS, the Parties wish to memorialize their contractual relationship.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

SECTION 1: PARTIES

1.01 Town. The Town is a home-rule municipal corporation located in Johnstown, Colorado.

1.02 Contractor. Contractor has the background, expertise and education to provide the Services. Contractor is a private, independent business entity who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Contractor shall use its own judgment and skills in determining the method, means and manner of performing this Agreement. Contractor shall be responsible for the proper performance of this Agreement in accordance with the terms hereof and any and all applicable federal, state, and municipal laws, regulations and orders.

SECTION 2: SERVICES, TERM AND COMPENSATION

2.01 Services. Contractor agrees to perform the Services for the Town.

2.02 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through March 27th 2021, and shall not extend beyond that date absent the written approval of the Town.

2.03 Duties and Compensation. The Contractor’s duties and compensation shall be as set forth on Exhibit A. In the event of a conflict between the provisions in this Agreement and

Exhibit A, the provisions in this Agreement shall control. Payment for Services shall be provided to Contractor within thirty (30) days of Contractor providing a detailed invoice to the Town.

2.04 Background Check. The Town may, in its sole discretion, conduct a background check of Contractor, its owners and employees. Contractor agrees to execute any forms necessary to facilitate the background check.

SECTION 3: OPERATIONS

3.01 Expenses: Contractor shall not incur any expense or debt on behalf of the Town without the Town's prior written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. Contractor agrees to abide by all applicable federal, state, and municipal laws and regulations and rules.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance. Contractor shall maintain and keep in force during the term of this Agreement one or more policies of liability insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado, which will include protecting and indemnifying the Town in the following amounts:

- a) Comprehensive General Liability - \$1,000,000 combined aggregate
- b) Workers Compensation – as required by law

Contractor shall furnish to the Town appropriate certificates of coverage for such insurance. The insurance may not be canceled without at least fifteen (15) days' advance written notice to the Town. Any required deductible or co-insurance amount shall be paid by the Contractor.

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor's exercise of its activities under by this Agreement. Contractor agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure to act of Contractor or any invitees, guests, agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person arising from Contractor's activities as authorized by this Agreement.

SECTION 5: TERMINATION

5.01 Termination. The Town or Contractor may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Contractor. Notwithstanding the foregoing, if the Town terminates this Agreement for cause and determines that a notice period is not in the best interests of the Town, the Town may terminate this Agreement by providing written notice to Contractor effective immediately.

SECTION 6: INDEPENDENT CONTRACTOR

6.01 Independent Contractor. Contractor understands and agrees that Contractor is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to Contractor. The Town shall not be responsible for withholding any portion of Contractor's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT. As long as there is not a conflict of interest with the Town, Contractor may engage in any other lawful business activities during the term of this Agreement.

SECTION 7: NOTICE

7.01 Notices. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested as follows:

TO THE TOWN:

Town of Johnstown

Attn: Town Clerk

450 S. Parish Avenue

Johnstown, CO 80534

Email: dseele@townofjohnstown.com

TO CONTRACTOR:

Tait and Associates

Alex Hoime

6163 E. CR 16

Loveland CO 80537

ahoime@tait.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notice may also be sent via e-mail delivery and shall be effective upon confirmation of receipt of the email.

SECTION 8: MISCELLANEOUS

8.01 Time. Time is of the essence of this Agreement and of each covenant hereof.

8.02 Non-Appropriation of Funds. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

8.03 Illegal Aliens. Contractor shall comply with the statutory provisions prohibiting employment of illegal aliens, as set forth on Exhibit B, attached hereto and incorporated herein by

such reference.

8.04 Assignment; Third Party Rights. Contractor may not assign, delegate or subcontract any part of its rights, duties or obligations under this Agreement. The Parties do not intend to confer any benefit hereunder on any person or entity other than the Parties hereto.

8.05 Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

8.06 Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between the Town and Contractor is one of employment rather than independent contractor, this Agreement shall become null and void in its entirety.

8.07 Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

8.08 Governmental Immunity. The Parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.09 Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.

8.10 Mediation. In the event of any dispute arising under this Agreement, except in the case of injunctive relief as set forth in Paragraph 8.11, the Parties shall submit the matter to mediation prior to commencing legal action and shall equally share the cost of the mediation.

8.11 Right to Injunction. The Parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which may not be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. The Contractor agrees that the Town, in addition to other relief at law, shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor.

8.12 Costs and Attorney's Fees. If any judicial proceedings may hereafter be brought to enforce any of the provisions of this Agreement, the Town, if the prevailing party, shall be

entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

8.13 Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations and agreements, whether written or oral.

8.14 Public Official Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town.

8.15 No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

8.16 Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

[Remainder of page intentionally left blank.]

Notary Public

**REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES
PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS**

Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the Department of Labor and Employment program.

Contractor is prohibited from using either the e-verify program or the Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph 1 of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days that subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department of Labor and Employment is undertaking pursuant to the authority established in subsection (5) of Section 8-17.5-102 of the Colorado Revised Statutes.

IF CONTRACTOR VIOLATES ANY OF THE AFOREMENTIONED REQUIREMENTS, THE TOWN MAY TERMINATE THE CONTRACT FOR BREACH OF CONTRACT. IF THIS CONTRACT IS SO TERMINATED, CONTRACTOR SHALL BE LIABLE FOR ACTUAL AND CONSEQUENTIAL DAMAGES TO THE TOWN OF JOHNSTOWN.

SCOPE OF SERVICES

**Drainage Design for Old Town Drainage and Street Rehabilitation Improvements.
Project Management, meeting and Scoping, Field Survey – Roadway and Utilities.
Design plan and profile for Greeley, Estes, 2nd st and Alley redesign. Create project
manual and Engineers estimate and Bid coordination.
Not to exceed \$173,656.00**

March 20, 2020

Marco Carani
Director of Public Works
Town of Johnstown
450 S. Parish Ave.
Johnstown, CO 80534

Mr. Carani

This letter discusses the results of the Town of Johnstown's Old Town Area Drainage Analysis and Infrastructure Improvement Evaluation and Recommendations completed by Tait & Associates, Inc. (TAIT). The goal was to define the outer limit of area contributing to the areas of concern and delineate sub-basins to calculate peak flows at the areas of concern. Based on this analysis, potential solutions for the areas of concern were evaluated.

DRAINAGE ANALYSIS

The areas of concern, as understood from the Town of Johnstown, and the Drainage Analysis include:

- The intersection at North First Street and North Greeley Avenue
- The alley from North Greeley Avenue to North Estes Avenue
- The intersection at North Estes Avenue and North 1st Place

The outer limit of area contributing to the areas of concern was determined using Lidar data from the Regional Lidar Project from the Denver Regional Council of Governments (DRCOG) and site visits. This area is bound by North 4th Street to the north, South Columbine Avenue to the east, Charlotte Street to the south, and Jay Avenue to the west. The outer limit is just under 65 acres and is further delineated into 30 sub-basins ranging from ½ acre to 6 acres based on existing drainage patterns within the Old Town Basin.

The Rational Method was used to determine peak runoff values from each sub-basin. The Urban Storm Drainage Criteria Manual (USDCM) from Urban Drainage and Flood Control District describes the Rational Method as applicable to urban catchments that are not complex and generally 90 acres or less in size. The 1-hour point precipitation (in.) was taken from NOAA Atlas 14 for 100 year (major) and 5 year (minor) storms for the Johnstown area and used to



create an Intensity-Duration-Frequency (IDF) Curve for each storm event. Runoff coefficients were calculated using Table 6-3 and Table 6-4 of the USDCM with soil types determined through a Web Soil Survey from Natural Resources Conservation Service (NRCS). Time of concentration was calculated per USDCM and a minimum time of concentration of 5 minutes was used.

The data and calculations described above were used to create a model in Storm and Sanitary Analysis (SSA) from Autodesk. This model produces the peak flows over a desired time series to understand flooding history and serves as a base to evaluate infrastructure improvements.

The contributing area consists primarily of $\frac{1}{8}$ acre to $\frac{1}{4}$ acre residential lots and associated streets and alleys with an average slope of 2.3%. Generally, runoff north of the alley and 1st Place are captured by curb and gutter along the roadway and conveyed south toward the alley and 1st Place. Runoff from the south of the alley and 1st Place are captured by curb and gutter and conveyed north towards the alley and 1st Place. Stormwater along the alley and 1st Place are conveyed along the roadway to existing stormwater infrastructure along Columbine Avenue. Stormwater overtops the street crown and curb along this path and at several intersections within the contributing area.

INFRASTRUCTURE IMPROVEMENT EVALUATION AND RECOMMENDATIONS

1. Incorporate valley gutter along the south side of North 2nd Street crossing North Fremont Avenue and North Estes Avenue

The existing conveyance along 2nd Street heading east has flow that is captured at Fremont Avenue and North Estes Avenue then conveyed south, contributing flows to the problem areas in the alley and North 1st Place. The addition of a valley gutter across these two intersections will allow the flow to be conveyed along 2nd Street to Columbine Avenue and help alleviate flooding issues further south. The attached exhibits showing existing conditions and flows after the installment of the valley gutters shows a difference in flooding depth of about one inch along the alley and N. 1st Pl.

2. Renovate storm drainage along Greeley Avenue from North 1st Street to alley to include a larger drainage pipe and replace the existing U-gutter with curb and gutter.

To eliminate flooding at the intersection of North Greeley Avenue and N. 1st St., a 30 inch diameter pipe crossing Greeley is proposed in place of the existing elliptical pipe. The existing 18 inch RCP pipe from the inlet to the alley shall also be replaced with a 30 inch pipe. Additional inlets or potential relocation to the west side of Greeley Avenue will be further evaluated in later phases to efficiently capture stormwater. The new pipe will accommodate flows from a minor storm and alleviate flooding issues from a major storm at the intersection as well as potential danger from the open channel that exists. The existing U-gutter should be demolished and

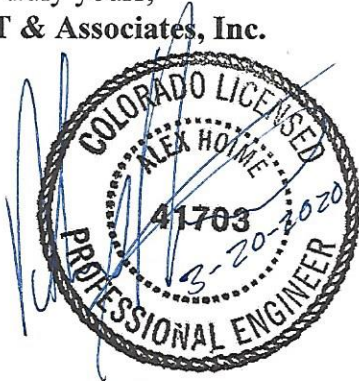
replaced with curb and gutter to convey flows from a major storm that are not captured by the storm drain.

3. Install underground drainage conveyance along alley and North 1st Place from Greeley Avenue to Columbine Avenue.

A 30 inch pipe extending from Greeley Avenue to Columbine Avenue will alleviate the majority of the issues in the areas of concern. Inlets along the conveyance will be sized and placed strategically to catch incoming flows from contributing basins downstream. Exhibits show pipe alignments that have been placed for each section that can accommodate flows from a minor storm and contain flows within the right-of-way during a major storm. Exhibits show flows existing at the alley and 1st Place as compared to flows with the proposed improvements. During a minor storm, all runoff will be captured and contained within the stormwater infrastructure, and during a major storm, the proposed infrastructure will be used in combination with existing street flow to convey flows within the right-of-way. These results are with the assumption that improvement recommendations above have been implemented.

Please contact us with any questions or concerns.

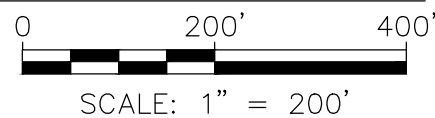
Very truly yours,
TAIT & Associates, Inc.



Alex Hoime, PE
Vice President



OUTER LIMIT OF CONTRIBUTING AREA



LIMITS

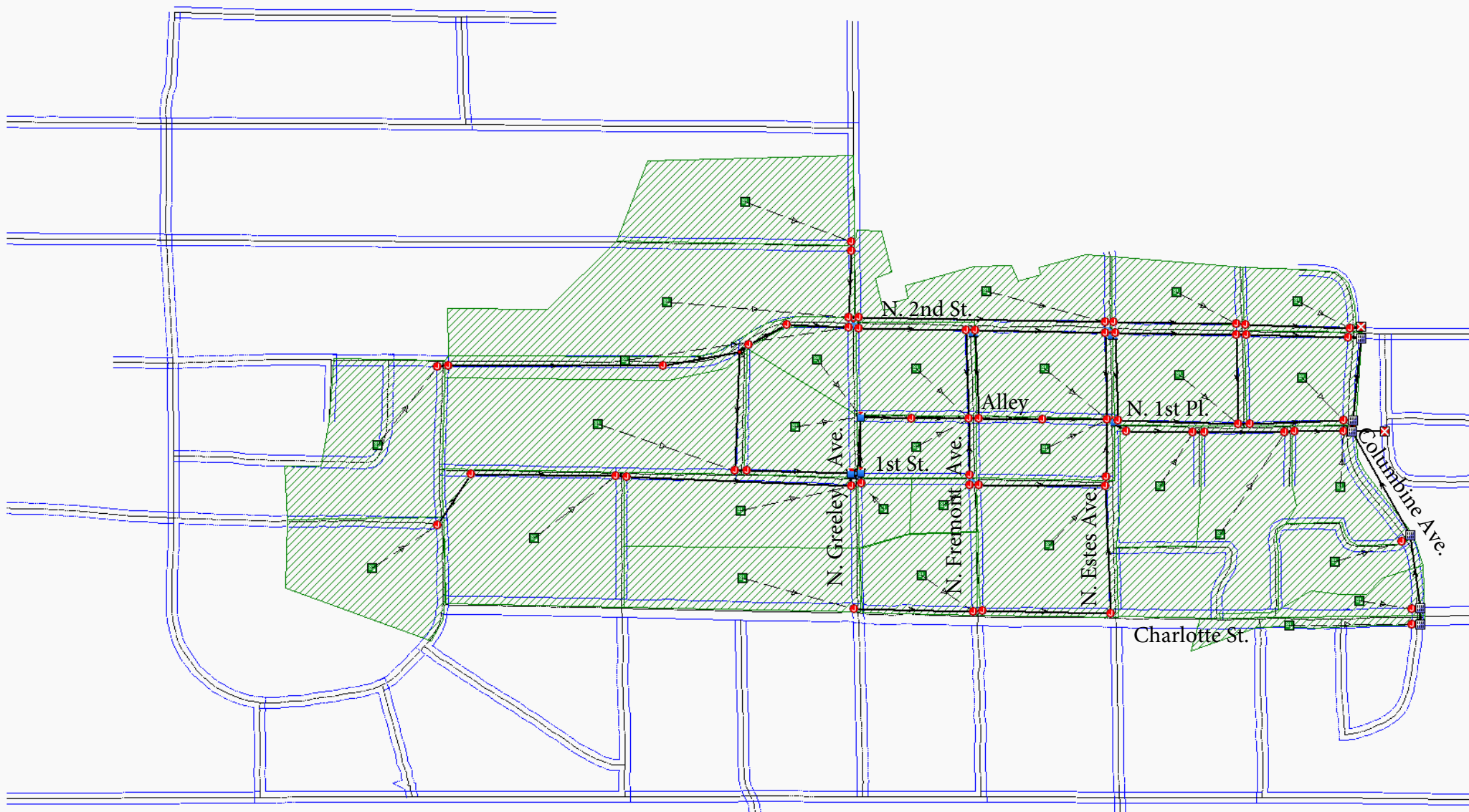




1.
Incorporate V-Gutter crossing at
Fremont and Estes Ave.

2.
Replace U-Gutter and
install new storm drain
pipe with curb and gutter
and associated inlets.

3.
Install underground
storm drain pipe
with associated
inlets.



Stormwater Modeling Basin Delineation

Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc.

Wednesday, Mar 4 2020

5 yr. - Alley EX

User-defined

Invert Elev (ft) = 1.00
Slope (%) = 2.89
N-Value = 0.015

Calculations

Compute by: Known Q
Known Q (cfs) = 19.13

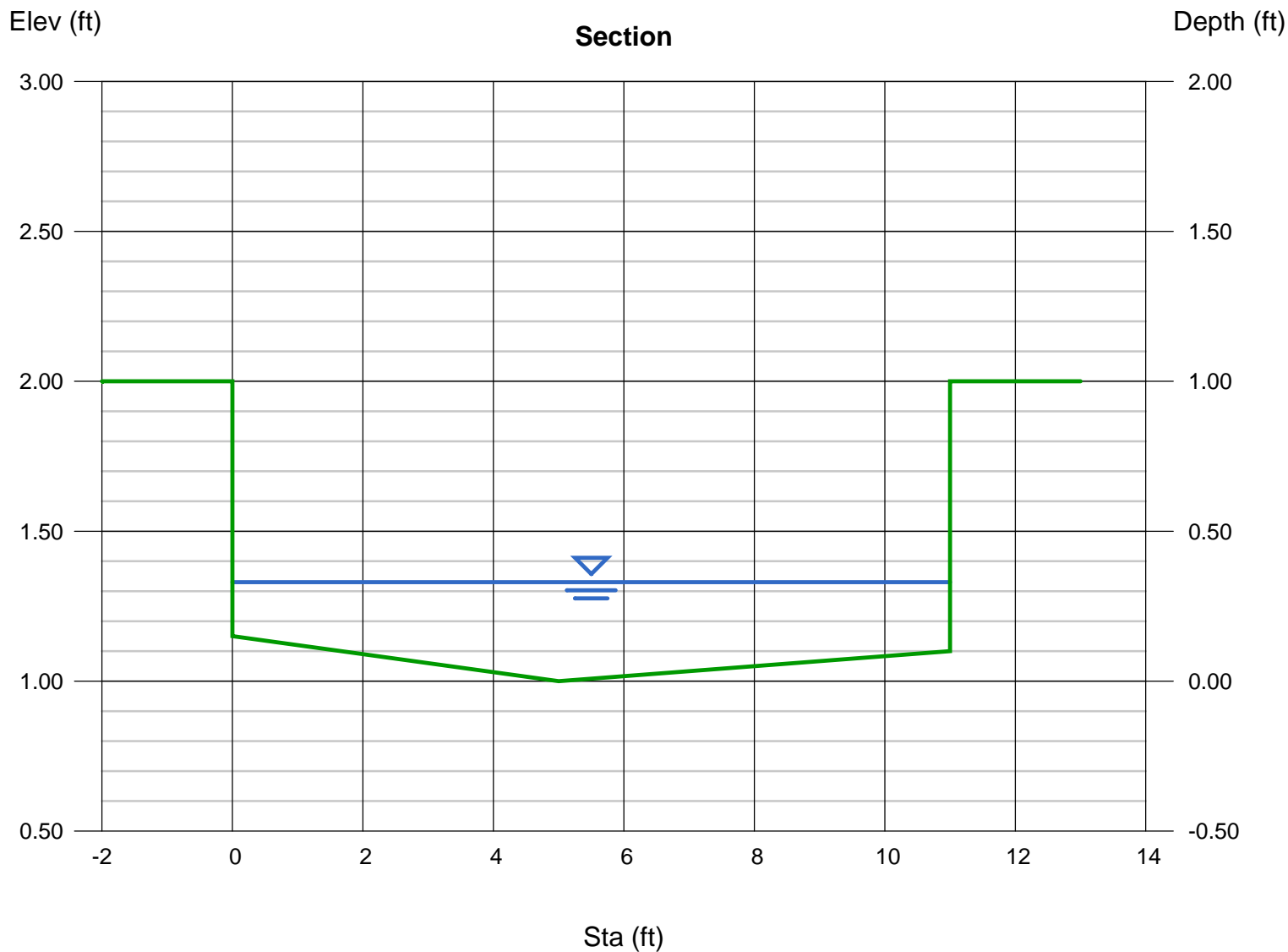
Highlighted

Depth (ft) = 0.33
Q (cfs) = 19.13
Area (sqft) = 2.95
Velocity (ft/s) = 6.47
Wetted Perim (ft) = 11.41
Crit Depth, Yc (ft) = 0.52
Top Width (ft) = 11.00
EGL (ft) = 0.98

(Sta, El, n)-(Sta, El, n)...

(0.00, 2.00)-(5.00, 1.00, 0.015)-(11.00, 1.10, 0.015)-(11.00, 2.00, 0.025)

Note: The existing alley does not have enough to convey the Minor (5-year) Storm event. This results in stormwater extending into the private residential lots.



Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc.

Wednesday, Mar 4 2020

5 yr. - Alley with Proposed Pipe and V-Gutters on 2nd and New Pipe on Greeley

User-defined

Invert Elev (ft) = 1.00
Slope (%) = 2.83
N-Value = 0.015

Calculations

Compute by: Known Q
Known Q (cfs) = 0.14

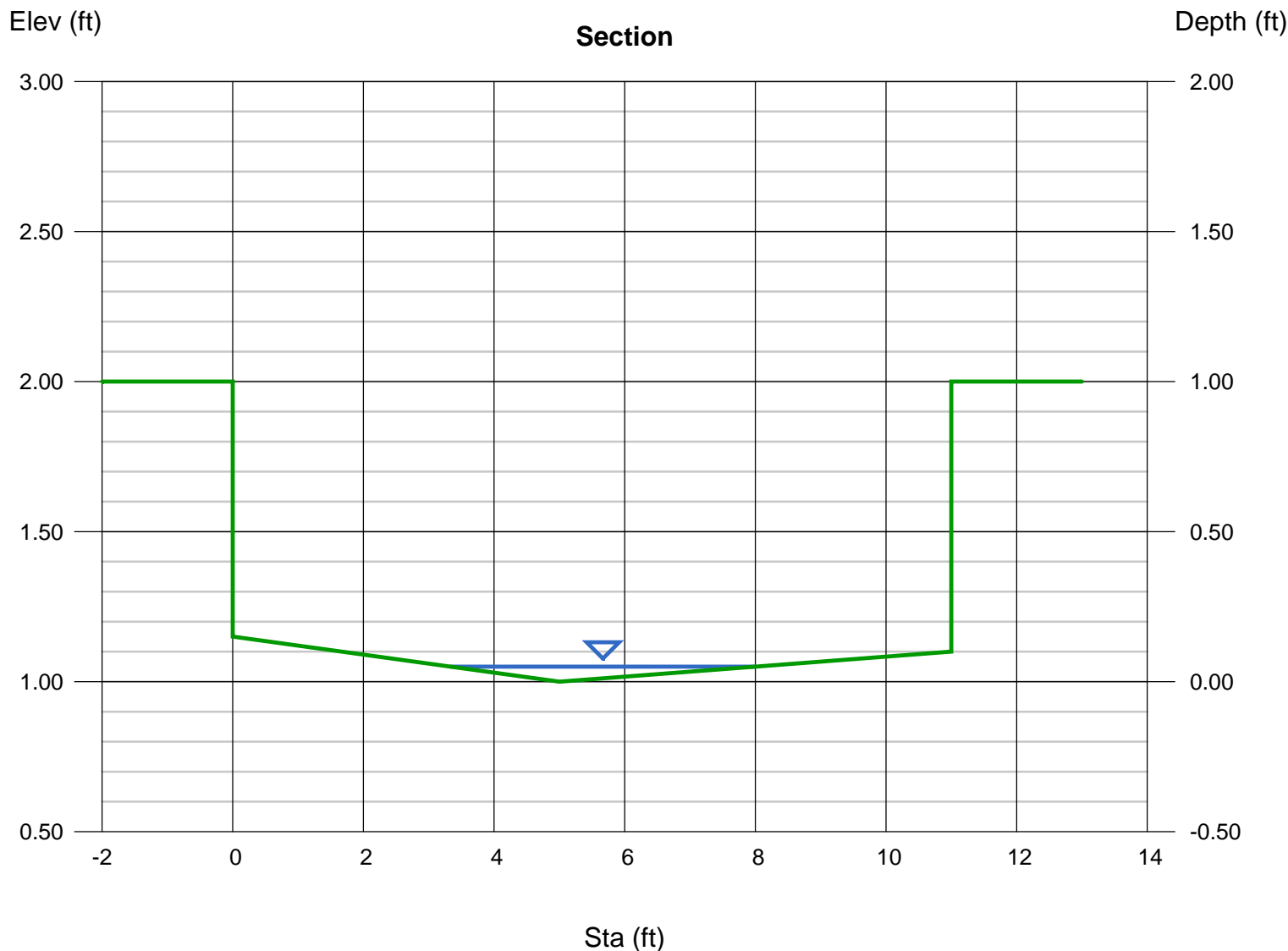
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Depth (ft) = 0.05
Q (cfs) = 0.140
Area (sqft) = 0.12
Velocity (ft/s) = 1.20
Wetted Perim (ft) = 4.67
Crit Depth, Yc (ft) = 0.06
Top Width (ft) = 4.67
EGL (ft) = 0.07

(Sta, El, n)-(Sta, El, n)...

(0.00, 2.00)-(5.00, 1.00, 0.015)-(11.00, 1.10, 0.015)-(11.00, 2.00, 0.025)

Note: A proposed 30" pipe extending to the catch basin on Columbine will reduce the flows in the alley to less than an inch in the Minor (5-year) Storm event.



Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc.

Tuesday, Mar 3 2020

100 yr. - Alley EX

User-defined

Invert Elev (ft) = 1.00
Slope (%) = 2.89
N-Value = 0.016

Calculations

Compute by: Known Q
Known Q (cfs) = 44.06

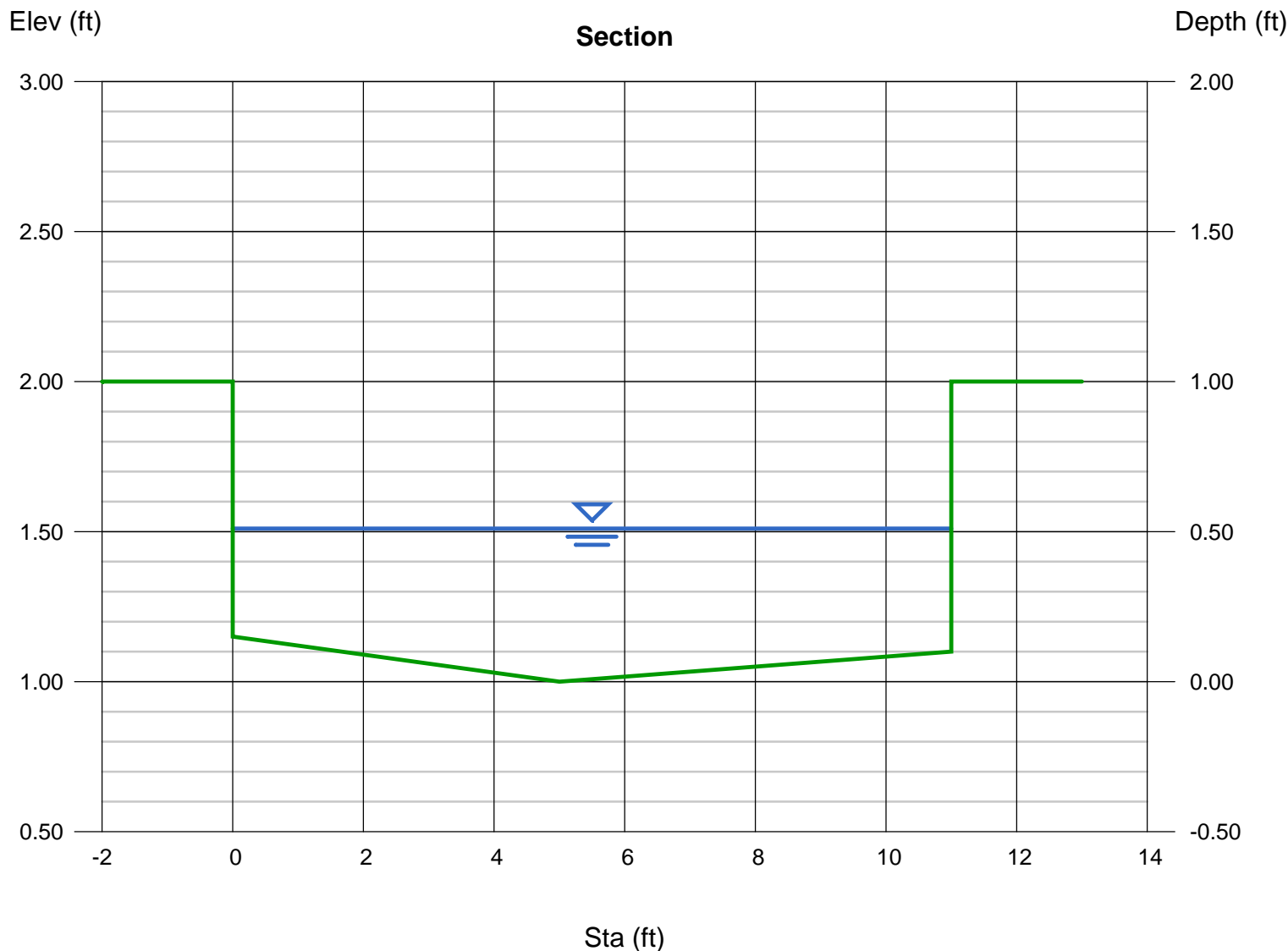
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Depth (ft) = 0.51
Q (cfs) = 44.06
Area (sqft) = 4.93
Velocity (ft/s) = 8.93
Wetted Perim (ft) = 11.77
Crit Depth, Yc (ft) = 0.86
Top Width (ft) = 11.00
EGL (ft) = 1.75

(Sta, El, n)-(Sta, El, n)...

(0.00, 2.00)-(5.00, 1.00, 0.015)-(11.00, 1.10, 0.025)-(11.00, 2.00, 0.025)

Note: The existing alley does not have enough capacity to accomodate the Major (100-year) Storm event. This results in the majority of the stormwater flows extending into the private residential lots and potential flooding of some structures.



Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc.

Tuesday, Mar 3 2020

100 yr. - Alley with Proposed Pipe and V-Gutters on 2nd and New Pipe on Greeley

User-defined

Invert Elev (ft) = 1.00
Slope (%) = 2.83
N-Value = 0.015

Calculations

Compute by: Known Q
Known Q (cfs) = 1.40

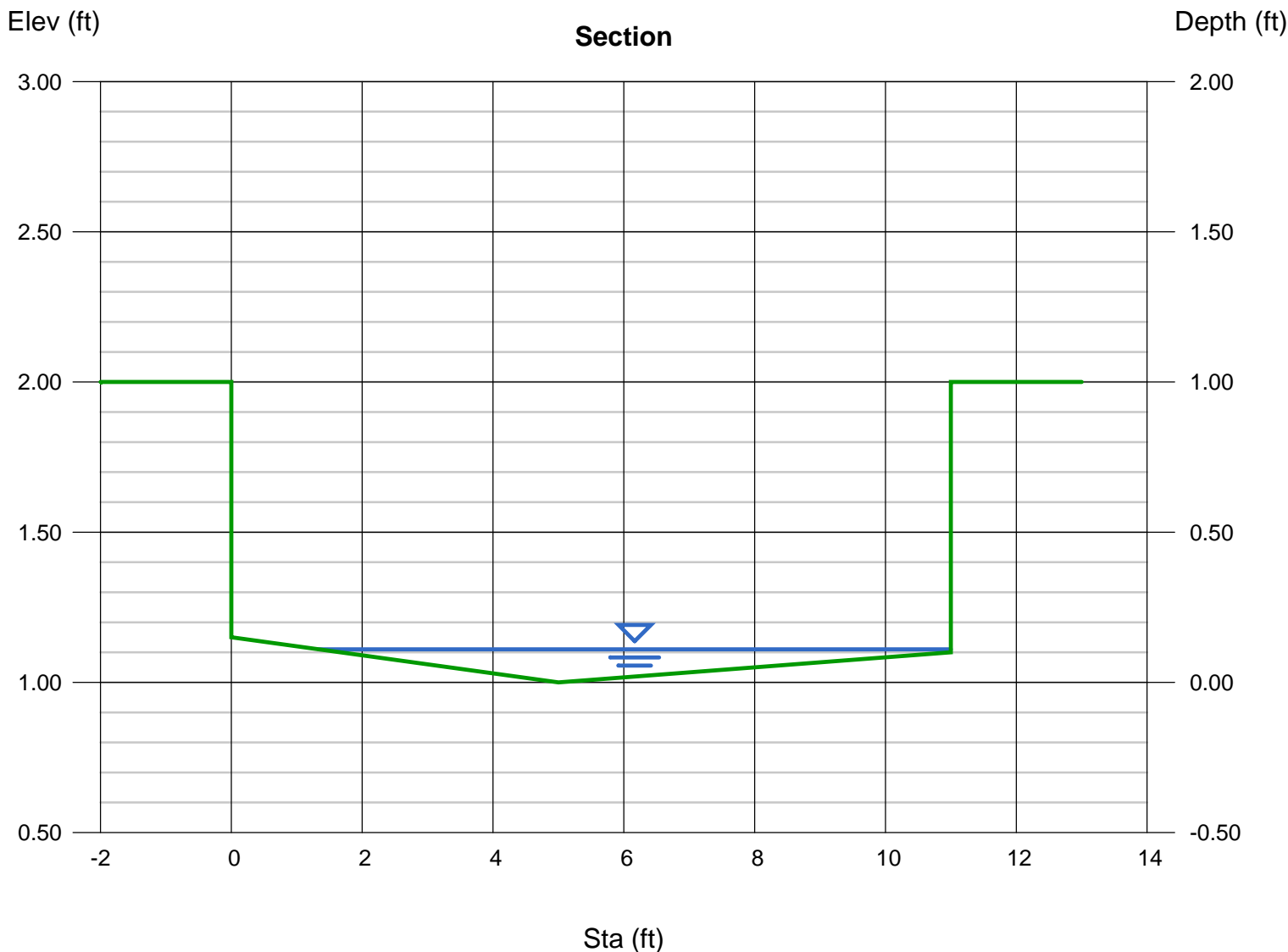
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Depth (ft) = 0.11
Q (cfs) = 1.400
Area (sqft) = 0.56
Velocity (ft/s) = 2.49
Wetted Perim (ft) = 9.68
Crit Depth, Yc (ft) = 0.14
Top Width (ft) = 9.67
EGL (ft) = 0.21

(Sta, El, n)-(Sta, El, n)...

(0.00, 2.00)-(5.00, 1.00, 0.015)-(11.00, 1.10, 0.015)-(11.00, 2.00, 0.025)

Note: Placement of inlets at Greeley Ave, a 30" pipe from Greeley Ave to Columbine Ave, redirecting flows along 2nd Street, and reconfiguration of the alley section would result in the Major (100-year) Storm event being contained within the limits of the alley right-of-way.



Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc.

Monday, Mar 23 2020

5 yr. - 1st Pl. EX

User-defined

Invert Elev (ft) = 1.00
Slope (%) = 1.51
N-Value = 0.015

Calculations

Compute by: Known Q
Known Q (cfs) = 34.82

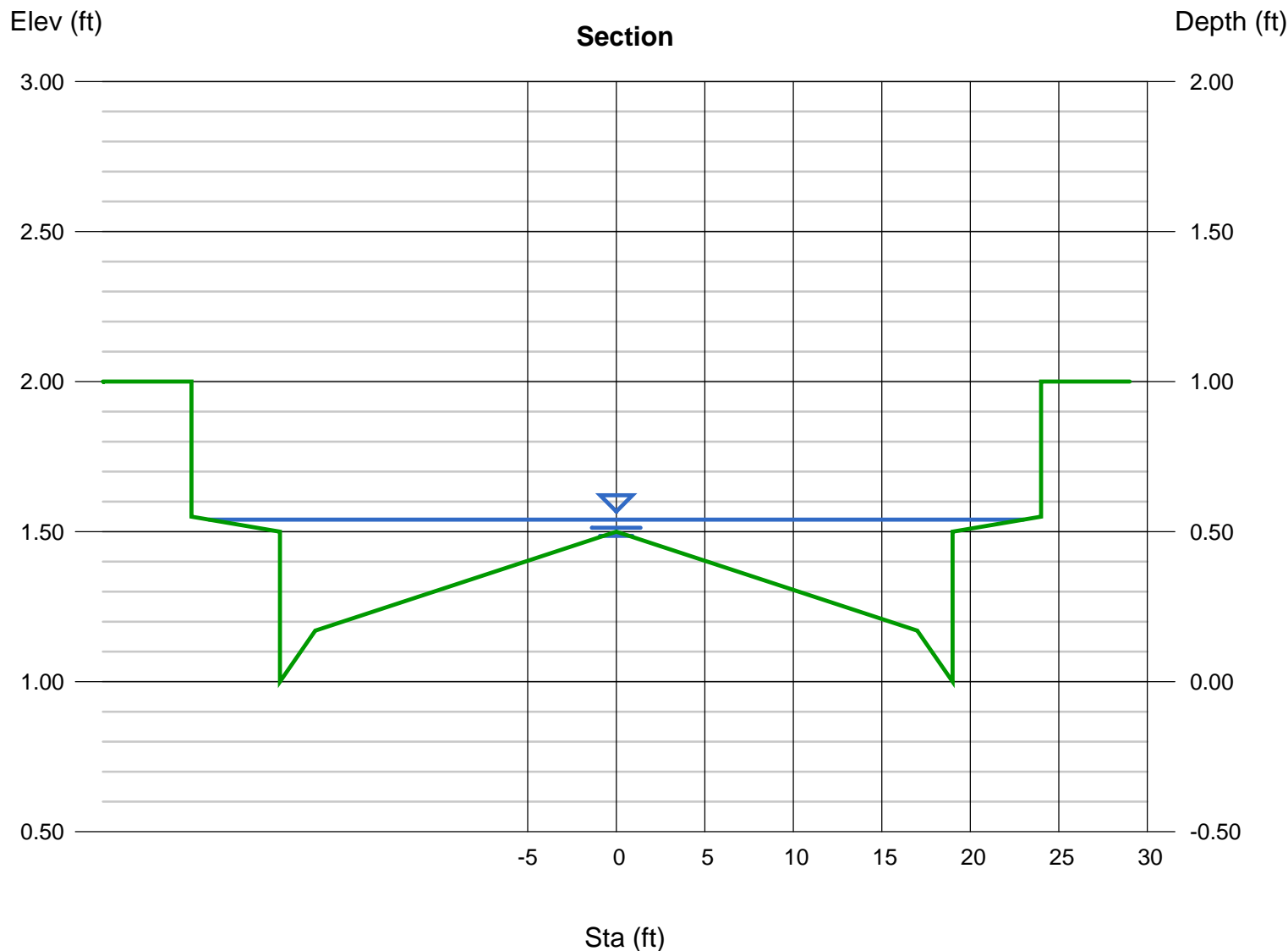
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Depth (ft) = 0.54
Q (cfs) = 34.82
Area (sqft) = 8.95
Velocity (ft/s) = 3.89
Wetted Perim (ft) = 47.02
Crit Depth, Yc (ft) = 0.61
Top Width (ft) = 46.00
EGL (ft) = 0.78

(Sta, El, n)-(Sta, El, n)...

(-24.00, 2.00)-(17.00, 1.17, 0.015)-(19.00, 1.00, 0.015)-(19.00, 1.50, 0.015)-(24.00, 1.55, 0.015)-(24.00, 2.00, 0.025)

Note: The Minor (5-year) Storm event flows take up the capacity of the existing street section and right-of-way. Storm events in excess of the Minor Storm event will overtop the right-of-way and pass into private residential lots. The velocity of the flows coming out of the alley cause the flows to overtop the right-of-way at the intersection as the flows push across to the southeast.



Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc.

Monday, Mar 23 2020

5 yr. - 1st Pl. with V-Gutters on 2nd

User-defined

Invert Elev (ft) = 1.00
Slope (%) = 1.51
N-Value = 0.015

Calculations

Compute by: Known Q
Known Q (cfs) = 29.35

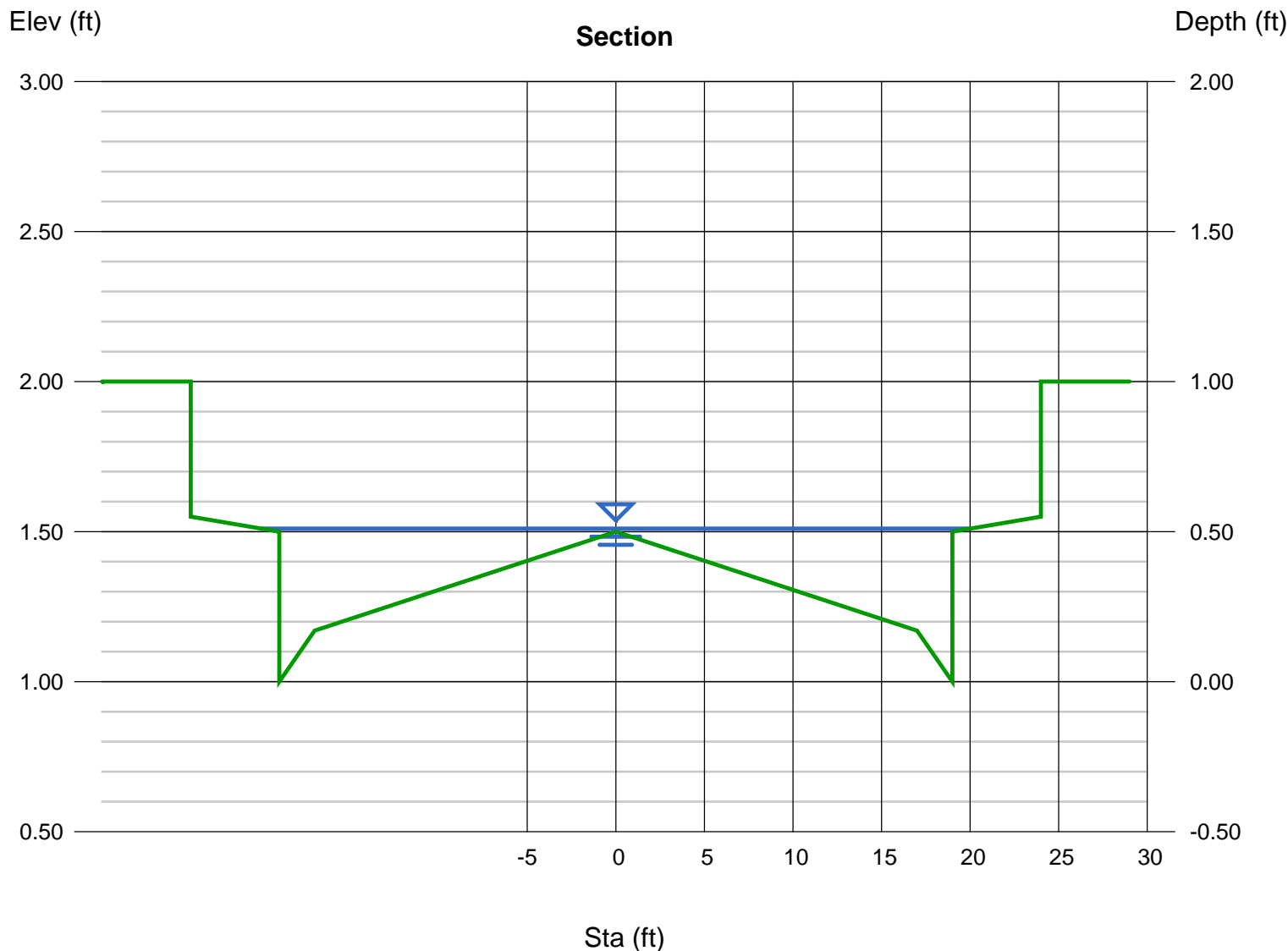
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Depth (ft) = 0.51
Q (cfs) = 29.35
Area (sqft) = 7.66
Velocity (ft/s) = 3.83
Wetted Perim (ft) = 41.02
Crit Depth, Yc (ft) = 0.59
Top Width (ft) = 40.00
EGL (ft) = 0.74

(Sta, El, n)-(Sta, El, n)...

(-24.00, 2.00)-(17.00, 1.17, 0.015)-(19.00, 1.00, 0.015)-(19.00, 1.50, 0.015)-(24.00, 1.55, 0.015)-(24.00, 2.00, 0.025)

Note: The additions of the V-Gutters on 2nd Street will lessen the flows on 1st Place reducing the frequency of overtopping of the right-of-way at the 1st Place and Estes Avenue Intersection.



Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc.

Wednesday, Mar 4 2020

5 yr. - 1st Pl. with Proposed Pipe and V-Gutters on 2nd and New Pipe on Greeley

User-defined

Invert Elev (ft) = 1.00
Slope (%) = 1.51
N-Value = 0.015

Calculations

Compute by: Known Q
Known Q (cfs) = 0.55

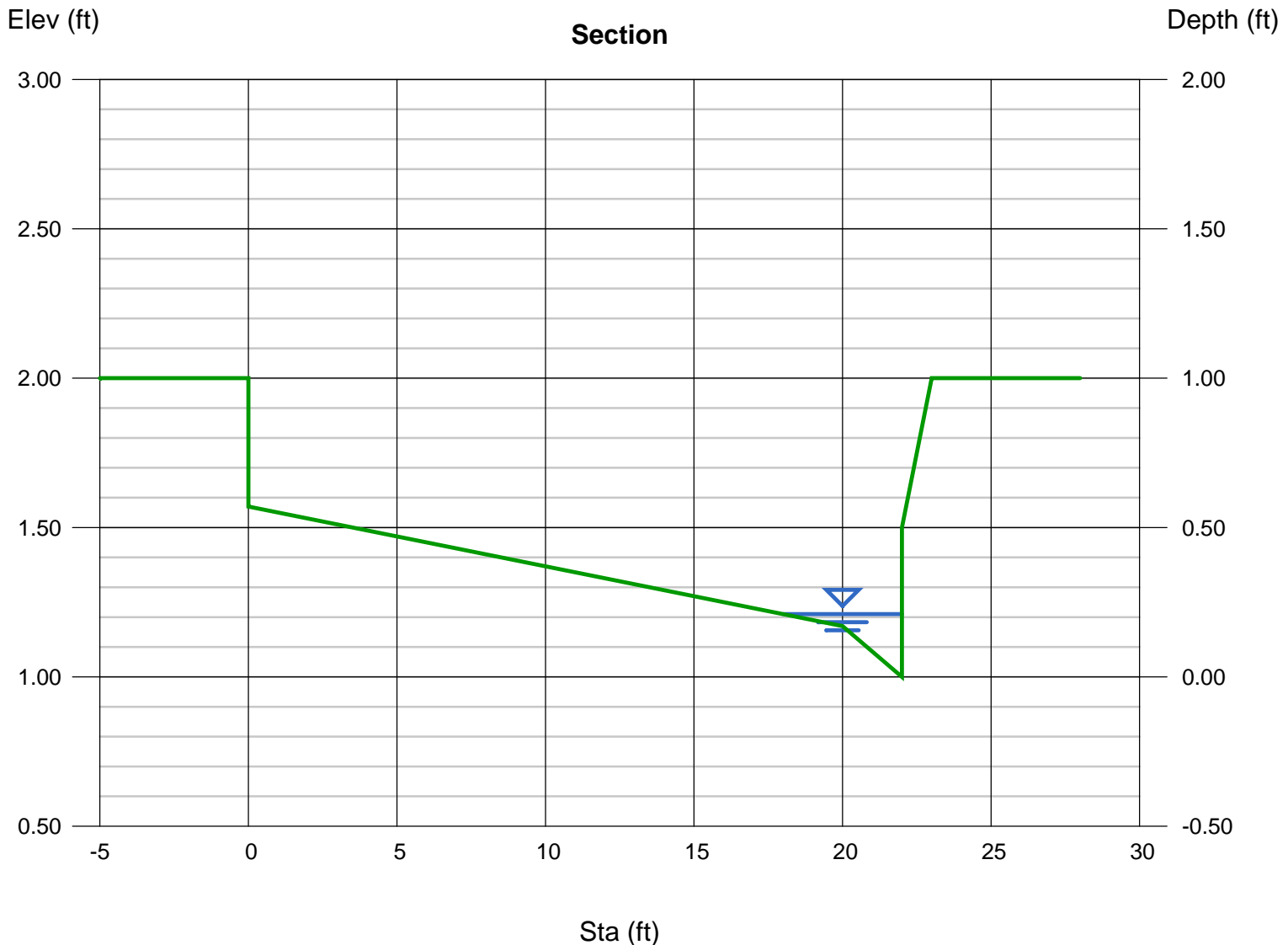
Highlighted

Depth (ft) = 0.21
Q (cfs) = 0.550
Area (sqft) = 0.29
Velocity (ft/s) = 1.90
Wetted Perim (ft) = 4.22
Crit Depth, Yc (ft) = 0.23
Top Width (ft) = 4.00
EGL (ft) = 0.27

(Sta, El, n)-(Sta, El, n)...

(0.00, 2.00)-(20.00, 1.17, 0.015)-(22.00, 1.00, 0.015)-(22.00, 1.50, 0.015)-(23.00, 2.00, 0.025)

Note: The Minor (5-year) Storm event would be able to be conveyed mostly within the added 30" storm drain pipe.
Only south half shown as flows are highest on the south in this scenario.



Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc.

Monday, Mar 23 2020

100 yr. - 1st Pl. EX

User-defined

Invert Elev (ft) = 1.00
Slope (%) = 1.51
N-Value = 0.015

Calculations

Compute by: Known Q
Known Q (cfs) = 86.80

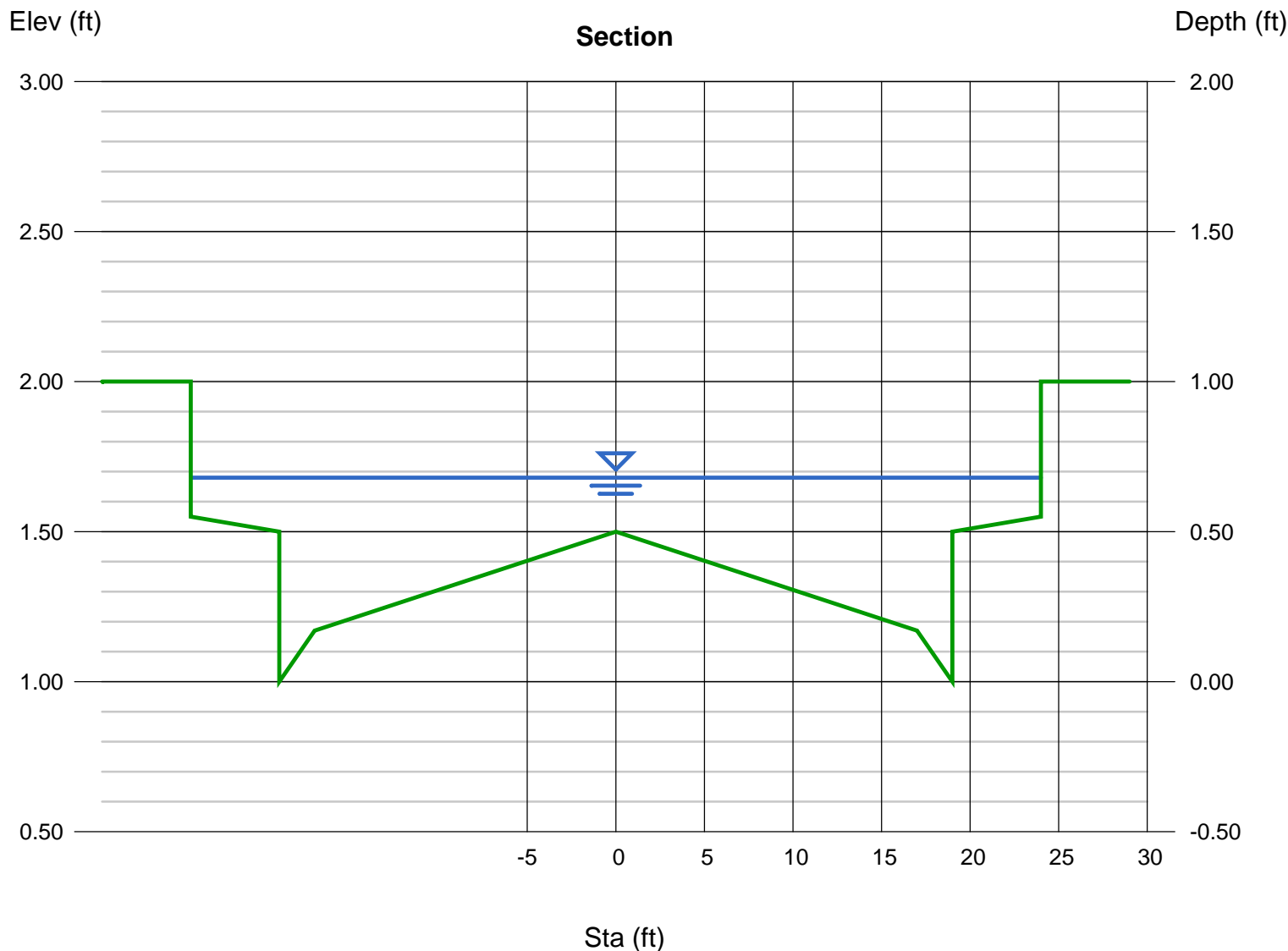
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Depth (ft) = 0.68
Q (cfs) = 86.80
Area (sqft) = 15.66
Velocity (ft/s) = 5.54
Wetted Perim (ft) = 49.28
Crit Depth, Yc (ft) = 0.83
Top Width (ft) = 48.00
EGL (ft) = 1.16

(Sta, El, n)-(Sta, El, n)...

(-24.00, 2.00)-(17.00, 1.17, 0.015)-(19.00, 1.00, 0.015)-(19.00, 1.50, 0.015)-(24.00, 1.55, 0.015)-(24.00, 2.00, 0.025)

Note: The existing street section is not adequate to convey the Major (100-year) Storm Event within the existing right-of-way. The peak flows passing through the 1st Place corridor would overtop the right-of-way flooding residential properties and structures.



Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc.

Monday, Mar 23 2020

100 yr. - 1st Pl. with V-Gutters on 2nd

User-defined

Invert Elev (ft) = 1.00
Slope (%) = 1.51
N-Value = 0.015

Calculations

Compute by: Known Q
Known Q (cfs) = 69.08

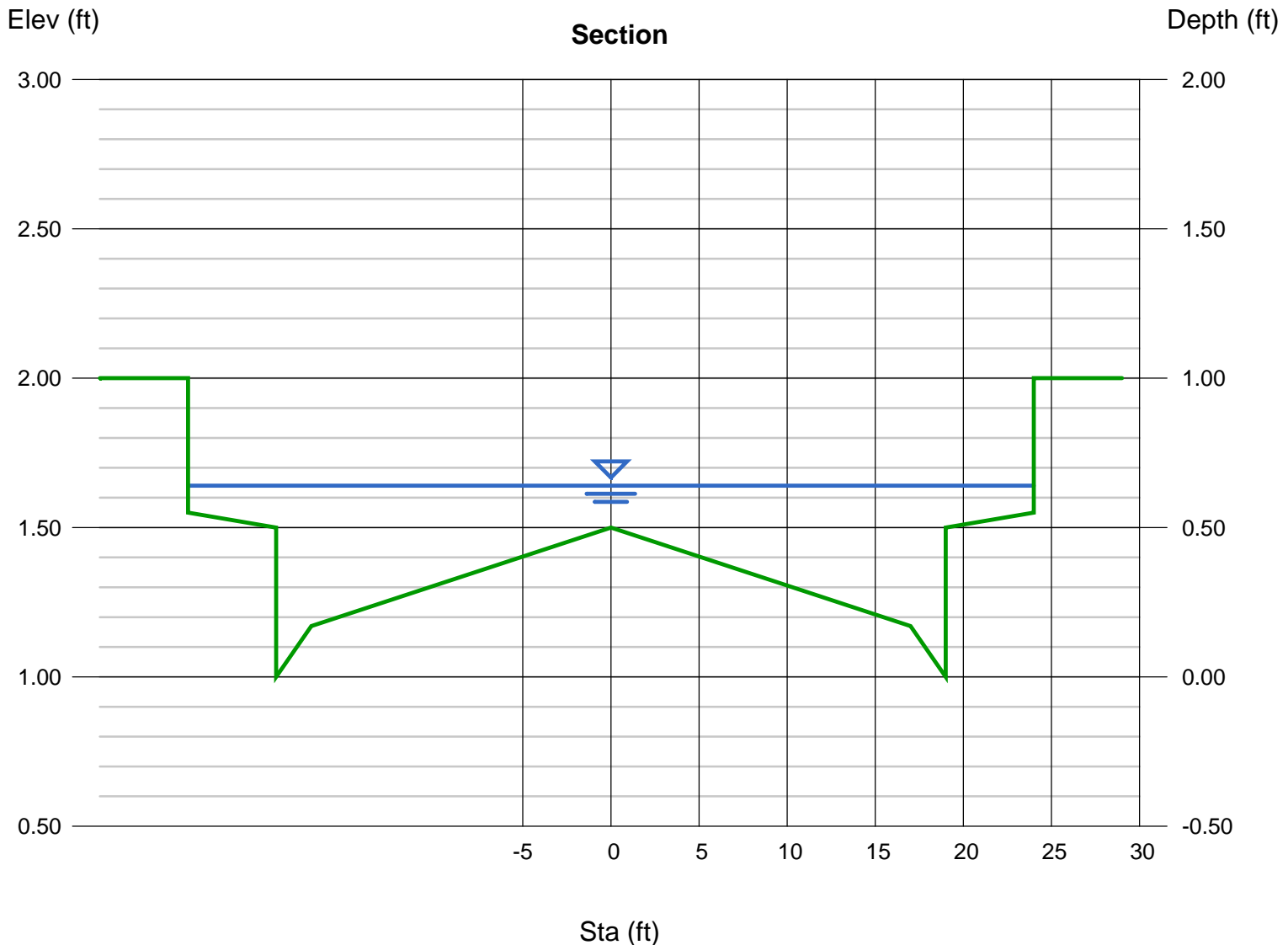
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Depth (ft) = 0.64
Q (cfs) = 69.08
Area (sqft) = 13.74
Velocity (ft/s) = 5.03
Wetted Perim (ft) = 49.20
Crit Depth, Yc (ft) = 0.76
Top Width (ft) = 48.00
EGL (ft) = 1.03

(Sta, El, n)-(Sta, El, n)...

(-24.00, 2.00)-(17.00, 1.17, 0.015)-(19.00, 1.00, 0.015)-(19.00, 1.50, 0.015)-(24.00, 1.55, 0.015)-(24.00, 2.00, 0.025)

Note: Installation of V-Gutters on 2nd Street will help in reducing the frequency of flooding for storm events below the Minor Storm and reduce the level of flooding in events in excess of the Minor Storm. The peak flows will still overtop the right-of-way and inundate the private residential properties and structures.



Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc.

Wednesday, Mar 4 2020

100 yr. - 1st Pl. with Proposed Pipe and V-Gutters on 2nd and New Pipe on Greeley

User-defined

Invert Elev (ft) = 1.00
Slope (%) = 1.51
N-Value = 0.015

Calculations

Compute by: Known Q
Known Q (cfs) = 6.80

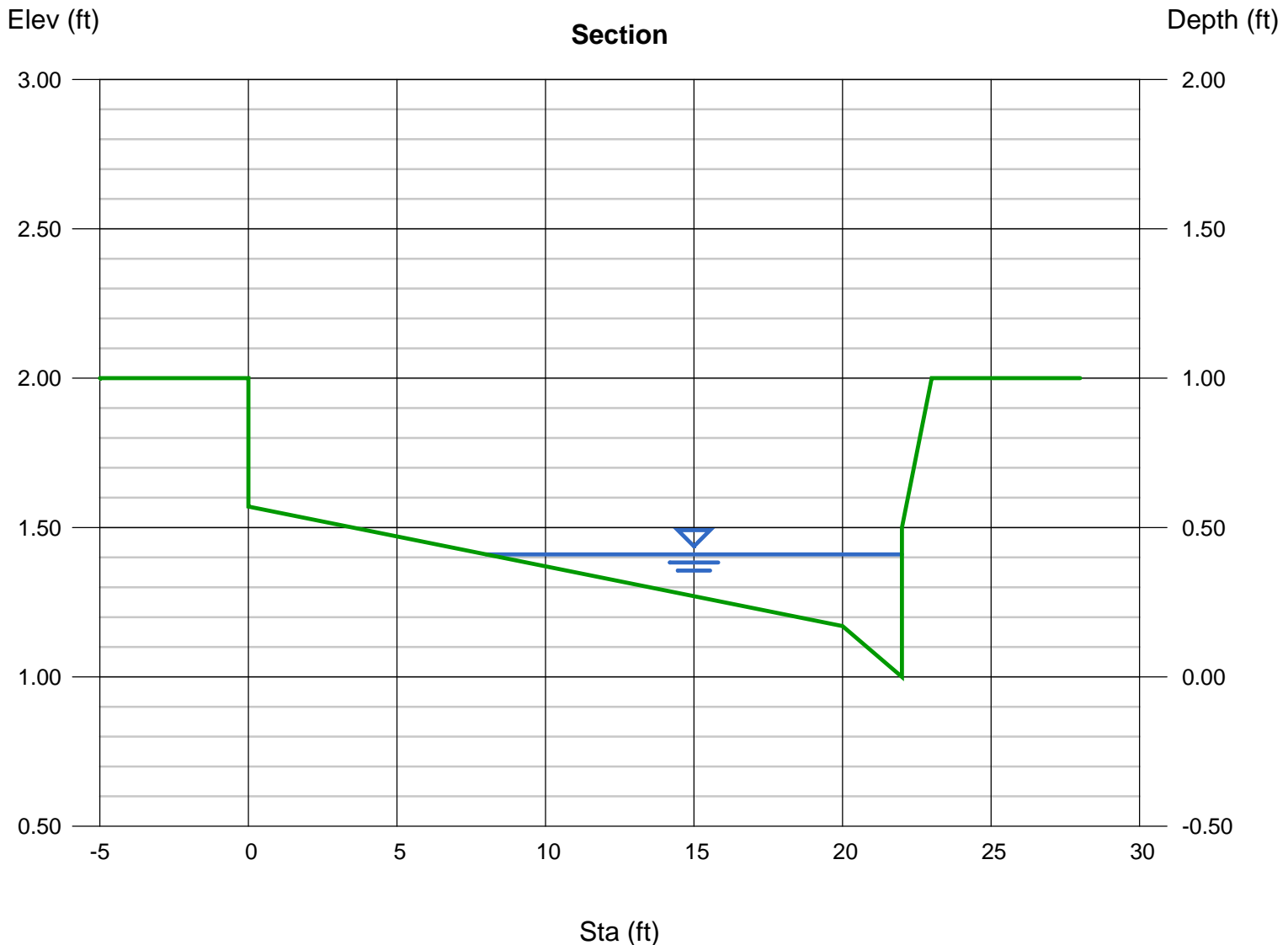
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Depth (ft) = 0.41
Q (cfs) = 6.800
Area (sqft) = 2.09
Velocity (ft/s) = 3.25
Wetted Perim (ft) = 14.42
Crit Depth, Yc (ft) = 0.47
Top Width (ft) = 14.00
EGL (ft) = 0.57

(Sta, El, n)-(Sta, El, n)...

(0.00, 2.00)-(20.00, 1.17, 0.015)-(22.00, 1.00, 0.015)-(22.00, 1.50, 0.015)-(23.00, 2.00, 0.025)

Note: The combination of the storm drain pipe modifications on Greeley Ave, storm drain pipe additions from Greeley Ave to Columbine Ave, and incorporating V-gutters on 2nd Street will reduce the flows within 1st Place to within the right-of-way and eliminate flooding within the Old Town Drainage Basin. Only south half of section shown as flows are highest on the south in this scenario.



Community Development Block Grant



OFFICE OF BOARD OF COMMISSIONERS

PHONE: 970-336-7204

FAX: 970-336-7233

1150 O STREET

P.O. BOX 758

GREELEY, COLORADO 80632

March 19, 2020

The Honorable Gary Lebsack
Mayor of Johnstown
P.O. Box 609
Johnstown, CO 80534

Dear Mayor Lebsack,

We are pleased to inform you the U.S. Department of Housing and Urban Development (HUD) notified Weld County that it may qualify for designation as an Urban County. Weld County intends to seek that designation and, if successful, will be eligible to receive an allocation of Community Development Block Grant (CDBG) funds for federal fiscal years 2020-21.

The goal of the CDBG program is to provide funds for decent housing and suitable living environments, along with the expansion of economic opportunities, principally for low- and moderate-income persons.

HUD requires municipalities within Weld County that are not Entitlement Cities to notify HUD and the county of its intent to be included or excluded for participation in Weld County's designation of an Urban County. This designation will allow Weld County to receive nearly one million dollars for each of the next three years to be used to principally benefit low- and moderate-income persons both in your community and in unincorporated portions of the county through a grant program operated by the county.

If your municipality is included in the Urban County designation, HUD requires an intergovernmental agreement (IGA), called a Cooperation Agreement, to be made with Weld County. As a result of participation in the Urban County, the local government will be exempt from applying for CDBG funding from the State of Colorado or participating in other HOME or ESG consortiums. Should Weld County receive a percentage of HOME or ESG funding, incorporated municipalities participating in the CDBG program are automatically included in a HOME or ESG consortium with Weld County.

HUD requires municipalities to notify Weld County and HUD in writing of their intent to be included or excluded from the Urban County by June 2, 2020. We would appreciate the opportunity to further discuss this program with the you. We request you send us the signed Intergovernmental Agreement as soon as possible. Please feel free to contact Don Sandoval CDBG Manager at dosandoval@weldgov.com or 1150 O Street, PO Box 758, Greeley, CO 80632 with any questions.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Mike Freeman, Chair

c: Don Sandoval, CDBG Manager

CDBG Urban County Entitlement

What does your municipality need?



Weld County is eligible to become an Urban County according to the U.S. Department of Housing and Urban Development (HUD) because our population is over 200,000.

What is the CDBG program?

Weld County will receive Community Development Block Grant (CDBG) funds of approximately \$960,200 in 2021.

Funds must meet three national objectives:

- Principally benefit low- and moderate-income persons
- Prevent and/or eliminate slums and blights
- Satisfy an urgent need in a community

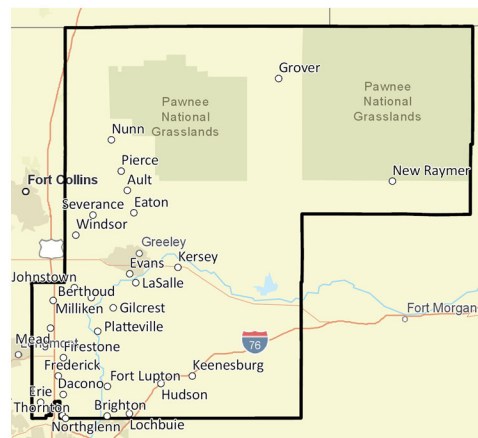
What does this mean for you?

Your municipality might have areas where improvements are needed.

Funds may be used to improve infrastructure, utilities and housing related to sidewalks, roofing and more.

At least 70% of funds Weld County receives must benefit low- and moderate-income persons.

Municipalities must let HUD know of its intent to participate or not participate in Weld County's Urban County designation. Those participating may apply for funds through the county CDBG program for eligible activities. This participation means the municipality will be exempt from applying for state CDBG funds.



Why should you sign on?

- You'll be working with people you know, people you understand and municipalities you share borders with.
- You won't be competing with other counties across the state to receive funding for improvement projects.
- You can help low- and moderate-income persons in your community and neighboring communities. Come together to improve our county. It's simply the Weld County way.

What's next?

Weld County will submit a Consolidation Plan and Action Plan along with Cooperation Agreements with municipalities to HUD.

We welcome the opportunity to meet with each municipality to discuss all aspects of this opportunity as well as needs in your communities.



Don Sandoval, Weld County CDBG Manager
(970) 400-4480 • dosandoval@weldgov.com

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCT OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN WELD COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this ____ day of _____, 2020, by and between County of Weld, by and through the Board of County Commissioners of County of Weld, whose address is P.O. Box 758, 1150 O Street, Greeley, CO 80632, a body corporate and politic of the State of Colorado, hereinafter referred to as “County,” and Town of Johnstown, whose address is 450 S. Parish Avenue, P.O. Box 609, Johnstown, CO 80534, a municipality located in Weld County, State of Colorado, hereinafter referred to as “Municipality.” County and Municipality may be referred to collectively as “Parties,” and individually as “Party.”

WITNESSETH:

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974 (“the Act”) thereby permitting and providing for the participation of the Federal government in a wide range of local housing and community development activities and programs, which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and the expansion of economic opportunities, mainly for persons of low and moderate-income. This objective is to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Act via the Community Development Block Grant (“CDBG”) program; and

WHEREAS, HUD rules and regulations governing the CDBG Program, as published in 24 C.F.R., Volume 3, Subtitle B, Chapter V, Part 570 (“CDBG Regulations”), provide that a county must qualify as an “Urban County,” as defined therein, and submit to HUD an annual request for funding in the form of a Three (3) year Consolidated Plan (“Consolidated Plan”) and an Annual Action Plan (“AAP”) or a Three (3) year Consolidated Plan with an Annual Action Plan component (“CPAAP”). The municipalities and other units of local government within an Urban County may be included in the Urban County by intergovernmental or cooperative agreement and may thereby be included in the Urban County’s CDBG Program; and

WHEREAS, Weld County wishes to obtain Urban County classification for the next three successive fiscal years 2021 -2023 and future years; and

WHEREAS, rules and regulation to qualify or re-qualify as an Urban County are published annually and the notice for the Federal fiscal years 2020-2022 are published in HUD Notice CPD-19-04, “Instructions for Urban County Qualification for Participation in the

Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2020-2022;” and

WHEREAS, HUD has determined that County is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted County pursuant to §§ 29-3-101 to 123, §§ 30-11-101 to 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422, Colorado Revised Statutes (C.R.S.), as amended; and

WHEREAS, it is recognized that County does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of Municipality and, therefore, its ability to conduct the CDBG Program in Municipality is limited. Accordingly, in order for Municipality to be considered a part of the Urban County and be included in County’s annual requests to HUD for CDBG Program funds, CDBG regulations require that Municipality and County enter into a cooperation agreement wherein Municipality authorizes and agrees to cooperate with County to undertake or to assist in the undertaking of essential community development and housing assistance activities within the boundaries of Municipality, as may be approved and authorized in County’s annual grant agreements with HUD; and

WHEREAS, pursuant to Colo. Const. art. XIV, § 18 and § 29-1-203, C.R.S., as amended, County and Municipality are expressly authorized to cooperate and contract with each other for any function, service, or facility lawfully authorized to each; and

WHEREAS, County and Municipality have determined that it would be mutually beneficial and in the public interest to enter into this Agreement. Municipality that has entered into an intergovernmental agreement with the County shall be considered a “Participating Jurisdiction” and shall be eligible to participate in the County’s CDBG programs for the County’s qualification period.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the sufficiency of which is hereby acknowledged, County and Municipality agree as follows:

I. TERM OF AGREEMENT:

This Agreement covers the CDBG Entitlement program. The initial term of this Agreement shall be for three (3) program years, beginning **July 1, 2020**, ending **June 30, 2023**. Funding for this Agreement is based on Federal fiscal years, which begin October 1st and end September 30th of the following year.

This Agreement shall automatically be renewed for an additional three (3) year term unless either party provides written notice that it elects not to participate in a new qualification period. By the date specified in HUD’s Urban County qualification notice for the next qualification period, County shall provide notice to Municipality of its right not to participate in the additional

term, pursuant to applicable HUD regulations. Any changes to this Agreement required pursuant to HUD's Urban County Qualification Notice shall be made by written amendment to this Agreement, which shall be mutually agreed upon and executed by both Parties hereto and submitted to HUD.

This Agreement shall remain in effect until the CDBG funds and Program Income ("PI") received with respect to activities carried out during the three-year qualification period and any applicable successive qualification periods pursuant to renewals of the Agreement are expended and the funded activities completed, and County and Municipality cannot terminate or withdraw from the Agreement while it remains in effect.

II. RESPONSIBILITIES OF MUNICIPALITY:

- A. Municipality and County Cooperation.** Municipality will cooperate and work with County in the preparation of detailed projects and other activities to be conducted or performed within Municipality during the Federal fiscal years during which this Agreement is in effect. Municipality will also cooperate with County, and County will cooperate with Municipality, to undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. The finalized projects and activities will be included in County's AAP when required, annually. Municipality understands and agrees, however, that County shall have final responsibility for the selection of all projects and activities to be included in the grant requests and the submission of requests. Municipality shall cooperate fully with County in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit County to undertake or assist in undertaking essential community development and housing assistance activities within Municipality as may be approved and authorized in County's CDBG Plans, Agreements and/or Contracts, including the AAP, when required.
- B. Delegation of Administrative and Supervisory Control.** Municipality acknowledges that County is ultimately responsible to HUD for the supervision and administration of any funds received by the Urban County or Participating Jurisdiction under the CDBG Program.
- C. Subrecipient Agreements.** Pursuant to CDBG Regulations, as published in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.501(b), Municipality is subject to the same requirements applicable to "subrecipients," including the requirement of a written agreement as set forth in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.503. Additionally, County shall use Sub-recipient Agreements for all projects administered on behalf of Municipality and shall notify Municipality of individual project and/or Activity County approvals. The Agreements may contain the Project Name, Project Purpose, Scope of Service, Project Description, Performance Measures, Staffing and Description of System Delivery, Project Budget, Time of Performance, Reporting Requirements, Labor Standards requirements (if any), Environmental Review Requirements and other Financial Information. This Agreement shall govern such elements as PI, Reversion of Assets, Records, Reports and Asset Management.

D. Project Timelines. The timeline for a project or activity shall commence when County provides written notification to Municipality of proposal/project/activity approval and authorization by County and/or HUD and a fully executed Subrecipient Agreement. Municipality shall submit to County, no less frequent than annually, formal Municipality proposals, including a timeline and budget for each project or activity. The timeline shall specify the length of time needed for each phase through the completion of the project or activity. Municipality shall comply and/or require its contractors and/or sub-contractors to comply with the timelines submitted and Municipality shall allocate the funds received hereunder accordingly. Municipality understands that failure to comply with the timelines may result in cancellation of a project or activity and/or the loss of CDBG funding, unless County determines that extenuating circumstances beyond Municipality control exist, permitting the project to proceed and be completed in a reasonable time. Unobligated or unexpended funds not used by Municipality shall be transferred to the allocation formula for redistribution. County will review all CDBG projects and activities to determine whether they are being carried out in a timely manner as required by CDBG Regulations, 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.902.

E. Payment Process.

1. **Applications for Funding.** Before County distributes any funds to Municipality under this Agreement, Municipality shall submit to County an application for funding, which shall be in the form and format specified by County and in compliance with HUD regulations.

F. Non-Appropriation Clauses. Municipality agrees that every contract to which it is a party involving the use of CDBG funds allocated hereunder shall include a non-appropriation clause. Such clause shall state that the funding therefore is contingent upon the continuing allocation and availability of CDBG funding and not upon the availability of County General Funds.

1. **Accounting Standards.** Municipality's financial management system shall be in compliance with the standards specified in OMB Circular A-87. In addition, Municipality shall comply with OMB Circular A-110, Attachment F, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

G. Expenditure Restrictions. All CDBG funds approved by HUD for expenditure under County's Grant Agreement, including those that are identified for Municipality projects and activities, shall be allocated to the specific projects and activities described and listed in Municipality's proposal for funding, Agreements, and Contracts; such funds shall be used for no other purposes. No project, activity, or the amount allocated to a given project or activity may be changed without the written concurrence of County and/or HUD, as required.

- H. Additional Spending Limitations.** Municipality understands that, while this Agreement is in effect, it may not apply for grants under the “Small Cities” or State CDBG Programs and HOME consortium with other local governments, except through the County regardless whether the County receives a HOME allocation for the Federal fiscal years during which it is participating in the Urban County’s CDBG Program.
- I. Municipality as Independent Contractor.** Municipality shall be responsible for the direct day-to-day supervision and administration of the projects and activities for which it receives funding under this Agreement. As such, Municipality shall be deemed to be acting as an independent contractor and not as an employee of County. Municipality shall be solely and entirely responsible for its acts and omissions, and the acts and omissions of its elected officials, employees, servants, contractors, and subcontractors during the term and performance of this Agreement. No elected official, employee, servant, contractor, or subcontractor of Municipality shall be deemed to be an employee, servant, contractor, or subcontractor of County because of the performance of any services or work under this Agreement. Municipality, at its expense, shall procure and maintain workers’ compensation insurance and unemployment compensation insurance as applicable and/or required by law. Pursuant to the Workers’ Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, Municipality understands that it and its elected officials, employees, and agents are not entitled to workers’ compensation benefits from County. Municipality further understands that it is solely obligated for the payment of Federal and State income tax on any moneys earned pursuant to this Agreement, as applicable. Unemployment insurance benefits will not be available to Municipality unless unemployment coverage is provided by the Municipality or some other entity.
- J. Excessive Force.** Municipality has adopted and is enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;
 2. A policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- K. Record Retention.** Municipality shall maintain records and accounts of the funds it receives hereunder in accordance with accepted accounting procedures and any applicable Federal and State laws and regulations. Municipality will provide full access to these records to County, the Secretary of HUD or the Secretary’s designee, the Office of Inspector General, and/or the General Accounting Office, so that compliance may be confirmed regarding the expenditure of funds pursuant to this Agreement. Municipality further agrees to provide County, upon request, a copy of any audit records pertaining to Municipality’s CDBG Program operations during the term of this Agreement.

Municipality shall retain all records pertaining to this Agreement for a period of ten (10) Federal fiscal years following the termination of this Agreement.

L. Termination Asset Management. If Municipality terminates its participation in the Urban County CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 24 C.F.R. Volume 1, Subtitle A, Part 85 and any other applicable HUD and/or Federal regulations.

M. Compliance With Local Laws. All responsibilities of Municipality enumerated herein shall be subject to applicable State statutes and regulations and Municipality ordinances, resolutions, and rules and regulations insofar as they apply to projects or activities located within Municipality.

III. RESPONSIBILITIES OF COUNTY:

A. Administrative Oversight. County, as a designated Urban County and Participating Jurisdiction, is ultimately responsible for the administrative oversight and supervision of all funds. As such, it is responsible for ensuring that all funds allocated to Municipality are expended in accordance with the AAP, all Agreements and/or Contracts, and all applicable Federal, State, and local laws, ordinances, resolutions, regulations, and laws pertaining to this Agreement. It is the intent of County to exercise only that degree of administrative and supervisory control concerning Municipality projects and activities as necessary to comply with such requirements and in accordance with the provisions of this Agreement and any Subrecipient Agreement.

B. Distribution of Funds. The distribution of CDBG funds between County and Municipality shall be determined as follows:

- 1. Administrative Allocation.** County shall retain up to twenty percent (20%) of the total CDBG Program funds allocated to County for the purpose of general oversight, management, coordination and related costs. The expenditure of these funds shall be within the sole discretion of County for the aforementioned purposes.
- 2. Allocations to Participating Jurisdictions.** The funds remaining after the subtraction of the administrative allowance outlined above shall be made available to the County and Participating Jurisdictions.
- 3. Application Compliance.** All applications for funds must comply with all applicable Federal laws and regulations before any funds may be distributed.
- 4. Benefit to Low and Moderate Income Residents.** CDBG National Objectives require that at least seventy (70%) of CDBG funds utilized must principally benefit low-to-moderate-income residents. County and Municipality agree to utilize their CDBG Program allocations each year in accordance with CDBG Program National Objective requirements by allocating at least seventy (70%) percent of their funds

toward projects or activities that principally benefit low-to-moderate income residents. In preparing applications for funding, Municipality shall also take into consideration provisions for the elimination of slums or blight and provisions to meet urgent community development needs that are a threat to public health and safety and have become known or serious within the last eighteen (18) months, which are also part of the CDBG Program National Objectives.

IV. MUTUAL RESPONSIBILITIES AND MISCELLANEOUS PROVISIONS:

- A. Compliance With Federal Laws and Regulations.** The Parties shall take all actions to do all things that are appropriate and required to comply with the applicable provisions of the grant agreements received from HUD by County in which Municipality is included. These include but are not limited to: the Act, as most recently amended, including all associated regulations, rules, guidelines, and circulars promulgated by the Federal departments, agencies, and commissions relating to the CDBG Program; the Davis-Bacon Act, as applicable; Section 3, as applicable; Minority-Owned Businesses/Women-Owned Businesses, as applicable; the Contract Work Hours and Safety Standards Act; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; the Housing and Community Development Act of 1974; The Fair Housing Act; the Uniform Federal Accessibility Standards (UFAS); the Americans With Disabilities Act (ADA); and the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended, and any associated regulations and rules. Additionally, in accordance with 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570, no employee, official, agent or consultant of the Municipality shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise. The Parties shall take all actions necessary to assure compliance with County's Urban County certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.
- B. Governmental Immunity.** County and Municipality are "Public Entities" as defined under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended. Nothing in this Agreement shall be construed to waive or in any manner limit any of the protections or immunities afforded thereunder.
- C. Fair Housing.** County is prohibited from funding activities that do not comply with HUD's policies and regulations concerning fair housing. Municipality agrees to affirmatively further fair housing. Municipality agrees not to take any actions pursuant to funding it receives under this Agreement that would result in County being in noncompliance with its Fair Housing Certification. Municipality acknowledges that noncompliance by Municipality may constitute noncompliance by County, which may provide cause for funding sanctions or other remedial actions by HUD. Urban County funding shall not be used for activities in, or in support of, any locality that does not affirmatively further fair housing within its own jurisdiction or that impedes County's actions to comply with County's Fair Housing Certification.

D. Reporting. Municipality will file all reports and other information necessary to comply with applicable Federal laws and regulations as required by County and HUD. This includes providing to County information necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) in a timely fashion. Requirements will be specified in individual Agreements and/or Contracts. County shall be responsible for confirming the compliance of Municipality projects with applicable Federal laws and regulations. County shall further be responsible for maintaining proper documentation of County's administrative expenses and for determining that all necessary reports and information are filed with HUD and other applicable Federal agencies in a timely fashion.

1. Support of Nonprofit Organizations. County recognizes nonprofit organizations as being valuable partners in addressing the needs of low and moderate-income citizens. Municipality is encouraged to provide financial support utilizing its General funds, CDBG funds, and other available funds to support nonprofit organizations that serve low-income residents within the Urban County and/or Municipality. CDBG funds should supplement activities above and beyond what local Municipality funds normally support; they are not meant to displace use of local support.

2. Termination. This Agreement may only be terminated as provided herein or as otherwise provided by Federal, State, or local law, ordinance, resolution, regulation, or rule.

E. Entire Agreement. This writing constitutes the entire Agreement between the Parties with respect to the subject matter herein, and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

F. No Third-Party Beneficiary Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the Parties that any entity other than the Parties receiving services or benefits under this Agreement shall be incidental beneficiary only.

G. Severability. If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties.

H. Modification and Breach. This Agreement contains the entire Agreement and understanding between the Parties and supersedes any other Agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the Parties. No

breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party, or waiver of, a breach by any other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

- I. Prohibition of Fund Use.** The Parties may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. This requirement is contained in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act.
- J. Legal Opinion.** The terms and provisions of this agreement are fully authorized under State and local law and the agreement provides full legal authority for the county.
- K. Notices.** All notices required herein shall be mailed via First Class Mail to the Parties' representatives at the addresses set forth below:

MUNICIPALITY:

Gary Lebsack
450 S. Parish Avenue
P.O. Box 609
Johnstown, CO 80534

COUNTY:

Don Sandoval
Weld County
1150 "O" Street
P.O. Box 758
Greeley, CO 80632

IN WITNESS WHEREOF, County and Municipality have duly executed this Agreement, which shall become effective as of the latest date written below.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____,
Clerk

By: _____
Gary Lebsack, Mayor

ATTEST:

WELD COUNTY Clerk to the Board

**COUNTY OF WELD, STATE OF
COLORADO, by and through the BOARD
OF COUNTY COMMISSIONERS OF THE
COUNTY OF WELD**

By: _____
(Deputy) Clerk to the Board

By: _____
Mike Freeman, Chair

AGENDA ITEM 7

Town Manager Report



TOWN OF JOHNSTOWN

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: April 6, 2020

CC: Town Staff
Local Media

SUBJECT: Departmental Report

Upcoming Town Council Work Sessions – If there are topics that the Council would like staff to schedule for discussion, please let me know. The following topics are recommended for Council discussion (all meetings will be held in the Town Council Chambers unless otherwise indicated):

- 04/06/2020 – Regular Town Council Meeting
- 04/20/2020 – Regular Town Council Meeting
- 05/04/2020 – Regular Town Council Meeting

Administration, Finance, & Planning

- *Comprehensive Plan* – Staff is working with the Communications Manager and Logan Simpson to “regroup” and work on engaging citizens online, during this unusual time, working to create new online content and a consistent social media plan and message.
- *Website, townofjohnstown.com* – Work is being continued on the website and needs have been audited. A content management system will be chosen by the end of the month and the next step is to audit all site pages and content.
- *Election Process* – Ballots are being verified and processed. Election Judges and the Designated Election Official are hopeful preliminary results can be posted the evening of April 7, 2020.
- *COVID-19 Adjustments* – As a reminder, Town facilities are closed until April 13, 2020 at this time. Based on recommendations by the POTUS to practice social distancing until at least April 30th, it would appear that the Town will be moving in this same direction sometime around April 3rd or April 6th. Some of the services that have been temporarily slowed included Municipal Court, Senior Center Operations and Services, and general walk in inquiries for various services. We continue to operate all other aspects of governmental services, but most are either working staggered shifts which promote social distancing or they are telecommuting. While there have been several bumps in this road of transition, I think overall it has gone remarkably well and we are hopeful that the community hasn’t noticed any of the changes through a drop off in service delivery.

Police Department

- *Firearms Training and Qualification* – The entire department participated in firearms (rifle, shotgun and handgun) training. After qualification testing, the officers received training in precision shooting drills and live fire scenarios.

The Community That Cares

- *Civilian Training*- Lt. Oglesby conducted 3 days of CRASE (Citizen Response to Active Shooter training) at the request of Scheels management. Approximately 315 employees were trained.
- *COVID 19 response* – The police department has had numerous meetings with other agencies due to COVID-19 to prepare and plan for mutual aid response. A plan was also developed to address long term staffing needs, and is on track with CDC recommendations for law enforcement. We have ordered and are waiting for the arrival of more PPE to help keep the officers safe. Lt. Oglesby has been working with Clearview Behavioral Health in an attempt to streamline the process for mental health holds as to not overstress the hospital system.

Public Works Department

Streets, Stormwater, & Parks

- *Cemetery* – Clean up at cemetery is underway. Crews are picking up leaves and cleaning up from the winter.
- *Streets* – Crack sealing and pothole patching continues around Town. With warmer weather approaching, operations will be slowing down. County Roads 3,20C, 42,44 and 46 were graded.
- *Back Hoe* – Our new back hoe arrived the week of March 23rd. Staff thanks the Council for this purchase and looks forward to many years of use.
- *Employees* – Tim Callender has been promoted to our new C&D and Parks Superintendent. We are looking forward to having him in this position. We also want to welcome Mike Zoller and Kris Vondi to the Public Works family. We still have one open position we will look to fill once the COVID-19 pandemic is over.
- *Work Schedules* – Public Works staff has been split in half with crews working alternating days Monday through Saturday due to COVID-19. The water and wastewater staff also changed their start times.
- *Parks* – All Town owned Parks have been closed in response to COVID-19. Crews taped off/barricaded play grounds, shelters and bathrooms to avoid groups of people getting together. Trail walking is still permitted.
- *DOLA Grant CR 50* – Bids for the Country Road 50 project are due back on April 3, 2020.

Water and Sewer

- *Aerator Project* – CDOT has finally granted approval for the aeration project at the Central Waste Water Plant. Project has been slowly moving forward, but with the final approval granted work should be completed within two weeks.
- *Low Point* – We have started adding soda ash to help stabilize pH at the Low Point Plant. Ramey Environmental, our new plant operator, is offering more direction for helping to control all levels of Plant operation.
- *Water plant* – Media project is ready to begin and is scheduled for delivery the first week of April.

AGENDA ITEM 10A

**Public Hearing
The Ridge at Johnstown Annexation #1**

***PUBLIC HEARING PROCEDURE** – The Ridge at Johnstown Annexation No. 1

1. Open public hearing.
2. Receive information from staff.
3. Receive information from petitioner.
4. Receive information from public.
 - a. Ask to hear from anyone who supports the annexation.
 - b. Ask to hear from anyone who opposes the annexation.
5. Receive rebuttal from petitioner. (*If any.*)
6. Additional questions from Council, if any. (*Council may ask questions at any time until the hearing is closed.*)
7. Close the public hearing.
8. Discussion and deliberation among Council.
9. Make a decision and/or motion from Council.

a. Consider Annexation Agreement.

For Approval:

I move to approve the Annexation Agreement for The Ridge at Johnstown No. 1.

For Approval with Conditions:

I move to approve the Annexation Agreement for The Ridge at Johnstown No. 1 with the following conditions: _____.

For Denial:

I move to deny approval of the Annexation Agreement for The Ridge at Johnstown No. 1.

b. Consider Resolution of Findings of Fact.

For Approval:

I move to approve Resolution 2020-07, Findings of Fact and Conclusions based thereon with respect to the Ridge at Johnstown Annexation No. 1.

For Approval with Conditions:

I move to approve Resolution 2020-07, Findings of Fact and Conclusions based thereon with respect to the Ridge at Johnstown Annexation No. 1, with the following conditions: _____.

For Denial:

I move to deny approval of Resolution 2020-07.

c. Consider Ordinance 2020-176.

For Approval:

I move to approve Ordinance 2020-176, an Ordinance annexing certain unincorporated lands located in the Northwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado Known as The Ridge at Johnstown Annexation No. 1, and containing approximately 9.606 acres.

For Approval with Conditions:

I move to approve Ordinance 2020-176, an Ordinance annexing certain unincorporated lands located in the Northwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado Known as The Ridge at Johnstown Annexation No. 1, and containing approximately 9.606 acres, with the following conditions: _____.

For Denial:

I move to deny approval of Ordinance 2020-176.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 6, 2020

SUBJECT: **PUBLIC HEARING** – Ordinance No. 2020-176, an Ordinance Annexing of approximately 9.606 acres of unincorporated lands in Larimer County, known as The Ridge at Johnstown Annexation No. 1

ITEM NO: 10 A

ACTION PROPOSED:

- a. Consider Annexation Agreement
- b. Consider Resolution of Findings of Fact, Resolution No. 2020-08
- c. Consider Ordinance No. 2020-176, an Ordinance Annexing approximately 9.606 acres of unincorporated lands in Larimer County, known as The Ridge at Johnstown Annexation No. 1

PRESENTED BY: Kim Meyer, Planning & Development Director

OVERALL PROJECT DESCRIPTION:

The Town of Johnstown is considering a request to annex approximately 9.606 acres of unincorporated land in Larimer County, known as The Ridge at Johnstown Annexation No. 1.

The subject property is currently undeveloped agricultural land with a few ag buildings, located along the south side of County Road 18 in Larimer County, approximately ¼-mile east of the Hwy 402/I-25 interchange. This property is located within the Growth Management Area set forth in the *Johnstown Area Comprehensive Plan (2006)*. The adjoining properties to the east, west, and south are all located in the Town of Johnstown, and are held in the same ownership. 78% of the boundary of this parcel is contiguous with existing town boundaries, exceeding the 1/6 contiguity required by state statute. All other annexation eligibility requirements are met by this application and parcel.

The annexation application is also accompanied by an application for PUD-MU zoning, to integrate with surrounding town zoning for The Ridge at Johnstown; consideration and public hearing for that application is pending approval of this annexation request.

AGENDA ITEM DESCRIPTIONS:

a. Annexation Agreement. The proposed annexation agreement is based on the town's standard agreement, with no material modifications. There are no known water rights appurtenant to this property. The agreement does indicate the applicant's desire for the requested PUD-MU zoning, as well as the desire to apply The Ridge at Johnstown (previously The Villages at Johnstown) design and performance standards to this parcel, as well.

b. Resolution No 2020-07 Resolution of Findings of Fact and Conclusion with respect to The Ridge at Johnstown Annexation No. 1. This resolution articulates specific findings and conclusions of eligibility for annexation, as required by state statutes.

c. Ordinance 2020-176, an Ordinance Annexing approximately 9.606 acres of unincorporated lands in Larimer County, known as The Ridge at Johnstown Annexation No. 1. This ordinance provides the instrument for annexation of these unincorporated lands from Larimer County into the Town of Johnstown. The Annexation Plat accompanies this Ordinance.

This item was heard at a public hearing held on February 26, 2020, in front of the Planning & Zoning Commission which forwards a recommendation to the Town Council to annex this property.

LEGAL ADVICE: The Town Attorney drafted the Annexation Agreement, Resolution No. 2020-07 and Ordinance No. 2020-176.

FINANCIAL ADVICE: No impact anticipated.

RECOMMENDED ACTION: Approval of the Annexation Agreement, Resolution 2020-07 Findings of Fact, and Ordinance No 2020-176 Annexing the property known as The Ridge at Johnstown Annexation No. 1.

SUGGESTED MOTIONS:

a. Annexation Agreement

For Approval:

I move to approve the Annexation Agreement for The Ridge at Johnstown No. 1.

For Approval with Conditions:

I move to approve the Annexation Agreement for The Ridge at Johnstown No. 1 with the following conditions:

_____.

For Denial:

I move to deny approval of the Annexation Agreement for The Ridge at Johnstown No. 1.

b. Resolution 2020-07 Findings of Fact

For Approval:

I move to approve Resolution 2020-07, Findings of Fact and Conclusions based thereon with respect to the Ridge at Johnstown Annexation No. 1.

For Approval with Conditions:

I move to approve Resolution 2020-07, Findings of Fact and Conclusions based thereon with respect to the Ridge at Johnstown Annexation No. 1, with the following conditions: _____.

For Denial:

I move to deny approval of Resolution 2020-07.

c. Ordinance 2020-176, an Ordinance Annexing the property known as The Ridge at Johnstown Annexation No. 1

For Approval:

I move to approve Ordinance 2020-176, an Ordinance annexing certain unincorporated lands located in the Northwest Quarter of Section 26, Township 5 North, 68 West of the 6th P.M., County of Larimer, State of Colorado Known as The Ridge at Johnstown Annexation No. 1, and containing approximately 9.606 acres.

For Approval with Conditions:

I move to approve Ordinance 2020-176, an Ordinance annexing certain unincorporated lands located in the Northwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, Known as The Ridge at Johnstown Annexation No. 1, and containing approximately 9.606 acres, with the following conditions: _____.

For Denial:

I move to deny approval of Ordinance 2020-176.

Reviewed:

Town Manager

Annexation Agreement

**ANNEXATION AGREEMENT
THE RIDGE JOHNSTOWN NO. 1 ANNEXATION**

THIS ANNEXATION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2020, by and between J-25 LAND HOLDINGS, LLC, a Delaware limited liability company (“Owner”), and the TOWN OF JOHNSTOWN, a home-rule municipal corporation of the State of Colorado (“Town”).

WITNESSETH:

WHEREAS, Owner desires to annex real property into the Town, situated in the Northwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 9.606 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (“Property”); and

WHEREAS, Owner executed a Petition for Annexation, dated November 1, 2019, a copy of which petition is on file with the Town Clerk; and

WHEREAS, Owner intends to integrate the Property into The Ridge Johnstown subdivision, generally located south of State Highway 402 (County Road 18) and east of Interstate 25, previously known as the Villages at Johnstown subdivision, and to be bound by the Performance Standards (Design Guidelines) applicable to The Ridge Johnstown; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into this Agreement regarding annexation of the Property to the Town and other related matters as set forth herein; and

WHEREAS, Owner acknowledges that, upon annexation, the Property will be subject to all ordinances, resolutions and other regulations of the Town, as amended from time to time; and

WHEREAS, Owner acknowledges that, when development proceeds, the need for conveyances and dedication of certain property to the Town, including, but not limited to, property for rights-of-ways and easements, shall be directly related to and generated by the development within the Property.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. ***Incorporation of Recitals.*** The parties confirm and incorporate the foregoing recitals into this Agreement.

2. ***Purpose.*** The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation

contained in the Johnstown Municipal Code, Development Regulations and Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, C.R.S. §§31-12-101, *et seq.*

3. **Owner.** As used in this Agreement, the term “Owner” shall include any of the heirs, transferees, successors or assigns of Owner. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof. All such parties shall be subject to the terms of this Agreement as if they were the original parties thereto.

4. **Further Acts.** Owner agrees to execute promptly upon request of the Town any and all surveys and other documents necessary to effect the annexation of the Property and the other provisions of this Agreement. Owner agrees not to sign any other petition for annexation of the Property or any petition for annexation election relating to the Property, except upon request of the Town.

5. **Annexation Documents.** Owner agrees to provide legal documents, surveys, engineering work, newspaper publications, maps, and reports determined by the Town to be necessary to accomplish the annexation.

6. **Zoning and Land Use.** The parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the zoning and land uses applicable to The Ridge Johnstown subdivision, which is zoned PUD-MU (Planned Unit Development – Mixed Use).

7. **Non-Conforming Use.** The Town agrees to allow existing non-conforming agricultural use, if any, to continue until such time as the Property is platted, but not at a greater level than at its current level of activity and use.

8. **Water Rights Dedication.** Owner shall dedicate all water rights and lateral ditch company rights appurtenant to the Property, if any, to the Town no later than the date of approval of the final plat of the first phase of development of the Property. Owner specifically agrees that it has not sold or transferred any water rights appurtenant to the Property within the past year nor will it do so during the pendency of this annexation petition and, once annexed to the Town, will not sell or transfer any water rights appurtenant to the Property without the prior written approval of the Town.

9. **Municipal Services.** The Town agrees to make available to the Property all of the usual municipal services provided by the Town, in accordance with the ordinances and policies of the Town. Except as otherwise agreed by the Town, Owner shall bear the cost of the delivery of such services.

10. **Land Dedication.** The dedication of parks and open space, flood plains, public easements for utilities, rights-of-way for streets and other public ways and dedications for other public purposes, if any are subsequently required, shall be by general warranty deed (to include, except for public easements, mineral interest owned by Owner at the time of annexation) or another appropriate instrument of conveyance acceptable to the Town. Such dedications shall occur when

required by the Town. The Town and Owner agree that such dedications are directly related to and generated by the development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

11. ***Water and Waste Water Utilities.*** On-site and required off-site water and waste water mains and appurtenances shall be constructed to Town standards by Owner at Owner's expense. Town and Owner hereby agree to cooperate in good faith with respect to 1) determining reasonable oversizing requirements; 2) locating and securing approvals for installation of utility mains and appurtenances within public rights-of-way; and 3) facilitating installation of off-site infrastructure, as and when Owner and Town determine that such installation is necessary in connection with orderly development of the Property.

12. ***Drainage.*** A drainage study of the entire annexation territory shall be provided by the Owner to the Town no later than the date of the Owner's filing of a preliminary plat with the Town. Improvements shall be made as required by the Town. Historical irrigation and drainage patterns shall be maintained on the property to the extent feasible including no change in the quality, quantity, or point of discharge, except to the extent approved by the Town.

13. ***Disconnection.*** No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement other than that provided by applicable state laws. In the event the Property or any portion thereof is disconnected at Owner's request, the Town shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

14. ***Special Districts.*** Within thirty (30) days after written request by the Town, Owner shall apply for inclusion of the Property within one or more special districts serving the Town and the Town may request Owner to petition to exclude the Property from another special district. All costs, expenses, attorney fees and judgments for exclusion of the property from any special district shall be borne by Owner. Within thirty (30) days after written request by the Town, Owner shall be required to pay sums due owing to the Little Thompson Water District, if any, pursuant to an Intergovernmental Agreement between the Town of Johnstown and the Little Thompson Water District dated January 21, 2009.

15. ***Future Cooperation.*** The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement and will execute such additional documents as necessary to effectuate the same.

16. ***No Joint Venture or Partnership/No Assumption of Liability.*** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Town and Owner or between the Town and any one or more of the individual owners that may exist and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise or an agency relationship. Except as specifically otherwise provided in this Agreement, no party shall in any way assume any of the liability of any other party for any act or obligations of the other party.

17. ***Failure to Annex.*** This Agreement shall be null and void if the Town fails to approve the annexation of the Property.

18. ***No Warranties by the Town.*** The Town is entering into this Agreement in good faith and with the present intention, on the part of the present Town Council, to comply with this Agreement. Because certain of the provisions of this Agreement may involve areas of legal uncertainty or be subject to subsequent revisions to the law, the Town does not intend to provide any warranty.

19. ***Breach.*** In the event of a default or breach by the Owner of any term, condition, covenant, or obligation under this Agreement, the Town may take such action as it deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship. The Town's remedies include:

(I) The refusal to issue any development permit, building permit or certificate of occupancy. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide purchasers;

(II) A demand that the security given for the completion of the public improvements be paid or honored;

(III) The refusal to consider further development plans within the Property; and/or

(IV) Any other remedy available at law.

Unless necessary to protect the immediate public health, safety and welfare, the Town shall provide the Owner ten (10) days' written notice of its intent to take any action under this Paragraph during which ten-day period the Owner may cure the breach described in said notice and prevent further action by the Town.

20. ***Attorney's Fees.*** If Owner breaches this Agreement, Owner party shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms and conditions of this Agreement. Should litigation occur by suit of a third party, Owner shall reimburse the Town for the Town's attorney's fees, court costs, and witness fees. Rather than require the Town to defend an action brought by a third party alleging that the Property is not subject to annexation or that the technical requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, were not met, Owner may withdraw the Petition for Annexation. In addition thereto, in the event that any person, corporation, special district, municipal or county government or any other entity asserts a claim against the Town, its officials, or employees pursuant to the provisions of the Colorado Municipal Annexation Act, C.R.S., Section 31-12-101, *et seq.*, Owner agrees to reimburse the Town all reasonable costs and attorney's fees incurred by the Town in defense of such claims whether or not such defense is successful; provided, however, that nothing herein shall be interpreted as permitting the Owner to act or participate in any manner whatsoever in the defense of such claims, including, but not limited to, selection of legal counsel or settlement of claims. Owner acknowledges and understands that the Town may, in its sole

discretion, voluntarily elect not to defend against such an action and may consent to and permit the entry by the court of an order voiding the annexation or reach another means of settlement of claims. In such an event, Owner shall also reimburse to the Town any costs or attorney's fees assessed against the Town by the court, if any.

21. **Assignments.** Within ten days of an assignment, Owner shall provide written notice to the Town of the name, address and telephone number of the assignee.

22. **Town Police Powers.** Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee which is of uniform or general application.

23. **The Ridge Johnstown Subdivision; Performance Standards.** Owner represents that, subsequent to annexation and zoning, Owner intends to integrate the Property into The Ridge Johnstown subdivision. Unless otherwise approved by the Town in a subsequent written agreement, Owner shall submit a preliminary plat to the Town, coordinating the development of the Property with The Ridge Johnstown, and shall thereafter petition for inclusion of the Property into the Villages at Johnstown Metropolitan District Nos. 1-8, or any of them. Owner further agrees to be bound by the Performance Standards applicable to The Ridge Johnstown, which address design considerations, including architectural, site planning, landscaping, streetscape, and sign elements for land uses within the Property. The Performance Standards shall be applied to all development projects within the Property, but shall not supersede any uniform code of the Town such as the Uniform Building Code, Uniform Fire Code or any other like code which is applicable to all properties located within the Town.

24. **Notice.** All notices required under this Agreement shall be in writing and shall be; 1) hand-delivered or; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth; or 3) sent by electronic mail return receipt requested and received. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice to be given, may change the address to which future notices shall be sent.

Notice to Town:

Town of Johnstown
ATTN: Town Manager
450 S. Parish Avenue
P. O. Box 609
Johnstown, CO 80534
Email: mlecerf@townofjohnstown.com

With copy to:

Law Office of Avi S. Rocklin, LLC
Town Attorney
1437 N. Denver Avenue #330
Loveland, CO 80538
Email: avi@rocklinlaw.com

Notice to Owner:

J-25 LAND HOLDINGS, LLC
Attention: ROY BADE
8901 E. Mountain View Rd, Ste 150
Scottsdale, AZ 85258
Email: Roy.Bade@calibercos.com

With copy to:

Hunter & Goodhue, PLLC
Attention: Mark F. Hunter
4845 Pearl East Circle, Suite 101
Boulder, CO 80301
Email: mark@huntgoodlaw.com

25. ***Voluntary Annexation; Election.*** Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S. § 31-12-112, as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns one hundred percent (100%) of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein.

26. ***Cost Reimbursement to Town.*** Developer shall reimburse Town for professional consultants such as engineers, testing companies, planners, and attorneys necessitated by processing and completion of this development.

27. ***No Third Party Rights.*** This Agreement is made solely for the benefit of the parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

28. ***Governing Law.*** The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Larimer or Weld County, Colorado.

29. ***Default.*** In the event of default by either party hereunder, the non-defaulting party shall notify the defaulting party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting party desires to seek recourse, the parties shall participate in mediation at a location that is not more than sixty miles from the Property, the costs of which shall be shared equally by the parties. If mediation is not successful after ninety (90) days, either party may then commence a legal action.

30. **Headings.** The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

31. **Amendments to Law.** As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town ordinances, resolution, regulations, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, regulations, or policy, and the parties agree such amendments or revision shall be binding upon Owner.

32. **No Vested Rights.** No vested rights shall accrue to Owner by virtue of annexation of the Property or this Annexation Agreement. Any such vested rights for the Property shall be acquired only by compliance with C.R.S. §§ 24-68-101, *et seq.*, and approval by the Town of a site specific development plan for the Property.

33. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all heirs, transferees, successors and assigns hereof, and shall constitute covenants running with the land. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof. This Agreement shall be recorded with the County Clerk and Recorder of Larimer County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

34. **Entire Agreement.** This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties related to the subject matter herein.

35. **Amendment.** This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the County Clerk and Recorder of Larimer County, Colorado, shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the Property and/or an interest in water rights referenced in Paragraph 8 of the Agreement.

36. **Severability.** The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado or any federal law, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

[Remainder of page intentionally left blank.]

ATTEST:

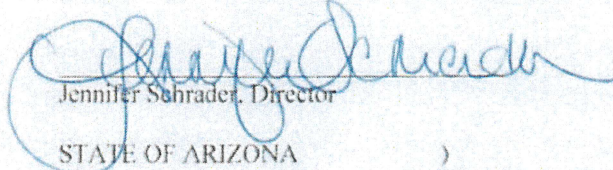
**TOWN OF JOHNSTOWN, COLORADO,
A MUNICIPAL CORPORATION**

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

J-25 LAND HOLDINGS, LLC

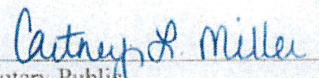
By: J-25 Development Group, LLC, a Delaware limited liability company, as Manager
By: Caliber Services, LLC, an Arizona limited liability company, as its sole Member
By: Caliber Companies, LLC, an Arizona limited liability company, as Manager
By: Caliberco, Inc., a Delaware corporation, as its sole Member


Jennifer Schrader, Director

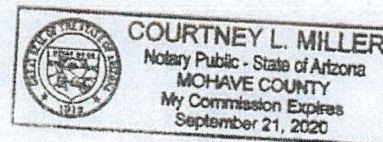
STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this 30 day of march, 2020, by
Jennifer Schrader, Director, J-25 Land Holdings, LLC.

WITNESS my hand and official seal.


Notary Public

My commission expires: 9-21-2020



**EXHIBIT A
LEGAL DESCRIPTION**

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH/ PM, LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26, MONUMENTED WITH AN ILLEGIBLE 2 1/2" ALUMINUM CAP IN RANGE BOX;

THENCE S00°00'24"E, A DISTANCE OF 30.00 FEET ON THE WEST LINE OF THAT PARCEL RECORDED AT RECEPTION NUMBER 20180051343 IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE TO THE POINT OF BEGINNING;

THENCE N89°52'50"E, A DISTANCE OF 599.95 FEET ON THE SOUTH RIGHT OF WAY LINE OF LARIMER COUNTY ROAD 18 SAID CORNER WITNESSED BY A NO 4 REBAR WITH YELLOW PLASTIC CAP STAMPED LS 32444;

THENCE S00°00'57"E, A DISTANCE OF 770.06 FEET ON THE EAST LINE OF SAID PARCEL RECORDED AT RECEPTION NUMBER 20180051343, TO A NO 4 REBAR WITH YELLOW PLASTIC CAP STAMPED LS 32444;

THENCE S89°52'24"W, A DISTANCE OF 499.95 FEET ON THE SOUTH LINE OF SAID PARCEL RECORDED AT RECEPTION NUMBER 20180051343, TO A NO 4 REBAR WITH YELLOW PLASTIC CAP STAMPED LS 32444;

THENCE N00°02'59"W, A DISTANCE OF 436.40 FEET ON THE WEST LINE OF SAID PARCEL RECORDED AT RECEPTION NUMBER 20180051343, TO AN ANGLE POINT THEREIN, MONUMENTED WITH 1" IRON PIPE WITH YELLOW PLASTIC CAP, ILLEGIBLE;

THENCE S89°56'58"W, A DISTANCE OF 99.81 FEET, ON THE WEST LINE OF SAID PARCEL TO AN ANGLE POINT THEREIN, MONUMENTED WITH A NO 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP STAMPED PLS 37067;

THENCE N00°00'24"W, A DISTANCE OF 333.60 FEET ON THE WEST LINE OF SAID PARCEL AND THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 26 AND TO THE POINT OF BEGINNING.

PARCEL CONTAINS 418,436 SQUARE FEET OR 9.606 ACRES.

BASIS OF BEARING:

ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983. THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26 BEARS N 89°52'50" E AND DISTANCE OF 1323.05', MONUMENTED AS SHOWN WITH ALL OTHER BEARINGS RELATIVE THERETO.

**Resolution
No. 2020-07**

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2020-07

FINDINGS OF FACT AND CONCLUSIONS BASED THEREON WITH RESPECT TO THE RIDGE AT JOHNSTOWN ANNEXATION NO. 1

WHEREAS, J-25 Land Holdings, LLC, a Delaware limited liability company, submitted a Petition for Annexation for an annexation known as “The Ridge at Johnstown Annexation No. 1;” and

WHEREAS, after finding substantial compliance, on April 6, 2020, the Town Council of the Town of Johnstown (“Town”) conducted a public hearing and, based on the evidence contained in the official file, the official records of the Town and the evidence produced at the hearing, desires to enter the following findings of fact and conclusions with the respect to The Ridge at Johnstown Annexation No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT:

The Town Council hereby sets forth its findings of fact and conclusions with respect to The Ridge at Johnstown Annexation No. 1.

FINDINGS OF FACT

1. The requirements of the applicable parts of C.R.S. § 31-12-104 and C.R.S. § 31-12-105, have been met including the following:
 - A. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town as shown on the annexation map.
 - B. A community of interest exists between the area proposed to be annexed and the Town, due to the proximity of the area to the Town, the desires of the owners to annex, the fact that it is within the Johnstown Comprehensive Planning Area and within the area served by the Low Point Wastewater Treatment Plant.
 - C. The area will be urbanized in the near future and the area is capable of being fully integrated with the Town.
 - D. Although less than fifty (50%) percent of the adult residents of the area proposed to be annexed make use of Town facilities, the land owners of the area proposed for annexation, while presently agricultural, plan to convert the land to PUD mixed use development in less than five (5) years, and urban services, which are currently being provided to other citizens of the Town, can be provided to citizens of the proposed annexed area on the same terms and conditions as the services are made available to other citizens. The Town can provide water service and the Town’s sewer system can be extended to the property annexed with the same standards as the current sewer system serving other citizens. Police and other municipal services can be provided as well.

E. No land held in identical ownership has been divided into separate parts. No land with a valuation of over \$200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality.

F. This annexation will not result in any detachment of area from any School District.

G. No part of the area to be annexed extends any more than three (3) miles from the existing Town boundaries. The Town has in place a plan for that area as required by C.R.S. § 31-1-105.

H. The entire widths of any streets to be annexed are included within the annexation.

2. No petition for annexation election has been submitted and an election is not required pursuant to C.R.S. § 31-12-107(2). An annexation agreement has been submitted.
3. The Town Council has determined that additional terms and conditions will not be imposed.
4. The Petition was signed by the owners of 100% of the property to be annexed exclusive of streets and alleys.
5. Notice of this hearing has been given as required by C.R.S. § 31-12-108.
6. An Annexation Impact Report was not prepared or submitted to the Larimer County Board of County Commissioners and County Attorney pursuant to C.R.S. § 31-12-108.5 because the property to be annexed is less than 10 acres.

CONCLUSIONS

1. The area proposed for annexation is eligible for annexation pursuant to applicable parts of C.R.S. § 31-12-104.
2. None of the limitations of C.R.S. § 31-12-105 apply to restrict annexation.
3. Said The Ridge at Johnstown Annexation No. 1 may be annexed by Ordinance pursuant to C.R.S. § 31-12-111, without an election under C.R.S. § 31-12-107(2).

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of _____, 2020.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

THE RIDGE AT JOHNSTOWN ANNEXATION No. 1

ORDINANCE 2020-176 - ANNEXATION

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2020-176

**ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN THE
NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF
COLORADO KNOWN AS THE RIDGE AT JOHNSTOWN
ANNEXATION NO. 1, AND CONTAINING APPROXIMATELY 9.606
ACRES**

WHEREAS, by Resolution No. 2020-07, the Town Council of the Town of Johnstown, Colorado found a petition for annexation of certain property situated in the Northwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 9.606 acres, known as “The Ridge at Johnstown Annexation No. 1,” being more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference, to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, after notice pursuant to C.R.S. § 31-12-108, on April 6, 2020, the Town Council has held a public hearing on the proposed annexation to determine if the annexation complies with C.R.S. §§ 31-12-104 and 105; and

WHEREAS, the Town Council has determined that the requirements of C.R.S. §§ 31-12-104 and 105 have been met, that an election is not required and that no additional terms or conditions are to be imposed on the annexed area.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT:

Section 1. The annexation of certain unincorporated property situated in the Northwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 9.606 acres, being more particularly described on Exhibit A be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

Section 2. That the annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this Ordinance, except for the purpose of general property taxes, and shall be effective as to general property taxes on and after the first day of January, 2021.

Section 3. That, within thirty (30) days of the effective date of this Ordinance, the Town Clerk be and is hereby authorized and directed to:

- A. File one copy of the annexation map with the original of the annexation ordinance in the office of the Town Clerk; and

- B. File two certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the Larimer County Clerk and Recorder.

Section 4. This Ordinance shall take effect as provided by State law.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ___ day of _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

EXHIBIT A
LEGAL DESCRIPTION

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH/ PM, LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26, MONUMENTED WITH AN ILLEGIBLE 2 1/2" ALUMINUM CAP IN RANGE BOX;

THENCE S00°00'24"E, A DISTANCE OF 30.00 FEET ON THE WEST LINE OF THAT PARCEL RECORDED AT RECEPTION NUMBER 20180051343 IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE TO THE POINT OF BEGINNING;

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PLANNING & ZONING COMMISSION STAFF REPORT

ANNEXATION & ZONING

PLANNING & ZONING COMMISSION AGENDA MEMORANDUM

ITEM: #1 Ridge Annexation No. 1
#2 Ridge Annexation No. 1– Establishment of Zoning

DESCRIPTION: The proposed Ridge annexation and zoning is a 9.6-acre addition to the existing Ridge PUD development (previously “The Villages at Johnstown”). The Ridge annexation would share zoning designation with the existing Ridge project.

LOCATION: 6604 East Larimer County Road 18 (Larimer Co Parcel # 8526000013)

APPLICANT: J-25 Land Holdings LLC (owner)

STAFF: Darryll Wolnik, Planner II

HEARING DATE: February 26, 2020

HEARING NOTICE: *The public hearing on this item was noticed to property owners within **500** feet of the subject area.*

BACKGROUND & SUMMARY

The applicant, J-25 Land Holdings LLC, is requesting annexation of 9.6-acres of land located at 6604 E. County Rd. 18 (Larimer County Parcel #8526000013). This property is located in unincorporated Larimer County. The proposed property is contained on one parcel, which is wholly-owned by the applicant. The applicant is additionally requesting the zoning designation PUD-MU (Planned Unit Development - Mixed Use) for the property.

The subject property is bordered by the Town of Johnstown on the south, east, and west sides. The north side is bounded by Larimer County Road 18, currently in unincorporated Larimer County. Those surrounding zoning designations are PUD-MU (Planned Unit Development - Mixed Use) to the south and west, PUD-I (Planned Unit Development – Industrial) to the east, and FA-Farming to the north in Unincorporated Larimer County. The PUD applicable to the surrounding areas was approved as “The Villages at Johnstown,” and the intent is to extend those design guidelines and planning to incorporate this parcel into that larger master planned development. (See Attachment 4)

Surrounding land uses are mostly large-lot county residential or agricultural. The exception is the properties to the immediate east and west, which are existing light industrial uses.

ATTACHMENTS

- 1-Vicinity Map
- 2- Application & Petition
- 3-Annexation Map
- 4-Zoning Map
- 5-Approved Preliminary Plat of Villages of Johnstown

NOTICE

Notice was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, February 6, 2020. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a map of the proposed annexation and zoning. Due to the small number of adjacent property owners, a community meeting was not held. There are only 5 property owners within 500 feet of the property in question.

No comments or concerns from adjacent property owners was received as of the date of publication of this memorandum.

ANALYSIS

Annexation: This annexation is being considered by the Town for the following reasons:

1. At least 1/6 of the area to be annexed is contiguous to the Town of Johnstown boundary (south, east, and west sides).
2. The property is planned to be zoned and developed in the same manner as proposed urban-level development directly to the south, and is consistent with the Comprehensive Plan.
3. The property is located within the Town of Johnstown Growth Management Area.
4. The Town is capable of providing water, sewer, and police service to the property.
5. The Town is authorized to annex the area without an election under Section 30(b) or Article II of the Colorado Constitution.

General Plan

P.2-5: Property to be annexed is marked “commercial” on the Land Use Framework Plan. This is urban-level development that is consistent with the proposed MU zoning.

Goal CF-1: New development achieves the community’s goals and is consistent with the Town’s vision.

This proposal will incorporate a currently-missing portion of a larger community area, both in terms of zoning and annexed property. Utilities, services, and infrastructure can be supplied to this property.

Goal CF-2: Beautiful Town gateways at major intersections.

The new 402 interchange has created an opportunity for a Town gateway, as shown in the Land Use Framework Plan. This proposal will allow for commercial development along and near this gateway.

Goal CC-1: Walkable, mixed-use centers.

The proposed zoning for the property is MU-Mixed Use. It is located along a major arterial roadway.

Zoning:

The current zoning for the property is FA-Farming, zoned in Larimer County. The applicant requests zoning PUD-MU, at annexation. With this zoning, the property will be included in the overall Ridge development, taking place to the west, south, and east.

Staff Concerns

Staff has no concerns regarding this annexation and proposed zoning. In fact, this annexation and proposed zoning will create greater contiguity in this area, allowing for more logical and cohesive development while avoiding pockets of disjointed development along Larimer County Road 18.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS**Item #1 Annexation: Ridge Annexation No. 1**

It is recommended that Planning and Zoning Commission send a positive recommendation to Town Council that the Ridge Annexation be approved based upon the following findings:

1. The area is contiguous to the Town of Johnstown along at least 1/6 of its boundaries.
2. The property is located within the Town of Johnstown Growth Management Area.
3. The Town can adequately and efficiently provide utility and police services.
4. The proposed zoning is consistent with the Town of Johnstown Comprehensive Plan.
5. The property is eligible for annexation without election pursuant to the Colorado Constitution Article II, Section 30(b).

Recommended Motion

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that the request for the Ridge Annexation No. 1 furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council approval of the Ridge Annexation No. 1 based upon the findings as stated in the staff memo.

Alternate Motions

- A. Motion to Approve with Conditions: "I move that the Commission recommend to Town Council approval of the Ridge Annexation No. 1 with the following conditions..."
- B. Motion to Deny: "I move that the Commission recommend to the Town Council denial of the Ridge Annexation No. 1 based upon the following..."

Item #2 Zoning: Ridge Annexation No. 1 Establishment of Zoning

It is recommended that Planning and Zoning Commission send a positive recommendation to Town Council that the requested zoning of PUD-MU for the Ridge Annexation No. 1 be approved based upon the following findings:

1. The proposed zoning is consistent with the Town of Johnstown Comprehensive Plan.
2. The proposed zoning is consistent with the surrounding zoning for the Ridge development.

Motion

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that the request for PUD-MU zoning for the Ridge Annexation furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council approval of the request for PUD-MU zoning for the Ridge Annexation based upon the 2 findings as stated in the staff report.

Alternate Motion

Motion to Deny: "I move that the Commission recommend to the Town Council denial of the request for PUD-MU zoning for the Ridge Annexation based upon the following..."

Planner:



Darryll Wolnik
Planner II

Reviewed by:



Kim Meyer
Planning & Development Director

APPLICATION & PETITION

LAND USE APPLICATION

Project Name: The Ridge Annexation


Land Use Action: ☐ Site Development Plan ☐ Use by Special Review ☒ Annexation
Subdivision: ☐ Replat ☐ Preliminary ☐ Final
PUD: ☐ Outline/ODP ☐ Prel/PDP ☐ Final/FDP
Zoning: ☐ Establish Zoning (Annexation) ☐ Rezone

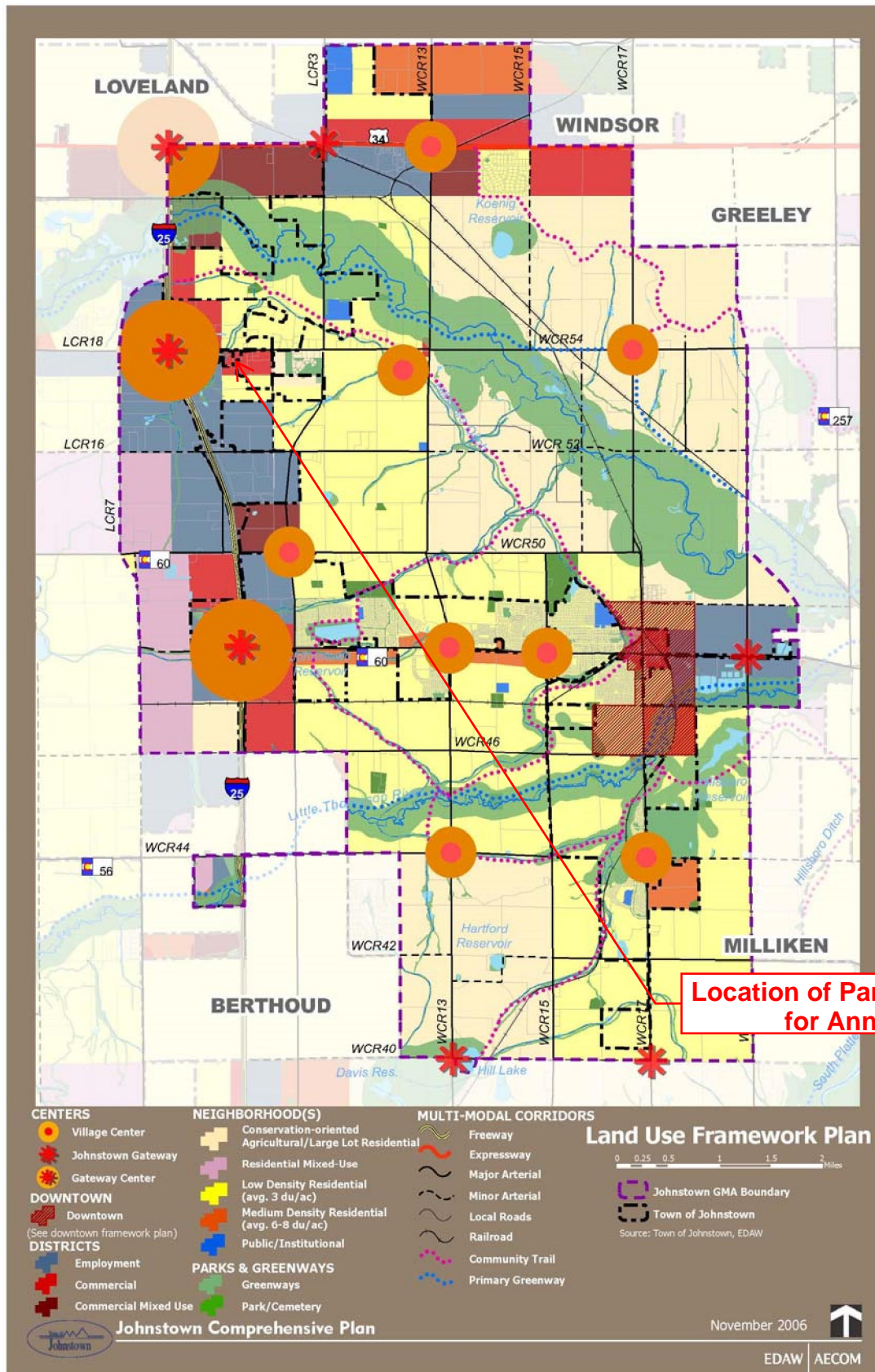
Site Address or Parcel #s: APN: 8526000013/ 6604 E County Road 18 Johnstown, CO 80534Applicant/Project Owner: J-25 Land Holdings, LLCAddress: 8901 E Mountain View Rd. Ste 150, Scottsdale, AZ 85258Email: roy.bade@caliberco.comTelephone: 480-295-7600Consultant /Representative: Galloway EngineeringAddress: 5265 Ronald Reagan Blvd, Ste 210, Johnstown, CO 80534Email: robvanuffelen@gallowayus.comTelephone: 970-800-3300Landowner Authorization to Proceed with Land Use Action: (Required)

The undersigned (1) affirms ownership or authorized representation thereof of the subject property, and (2) hereby authorizes the individuals or entities listed herein as "applicant" and/or "authorized representative" to represent me/us in all aspects of the land use process for the project being submitted with this application.

☒ Please keep me informed of the status and progress of this project via email at the address below.

☐ I do NOT want to be updated on this project. (To modify this request, contact Planning@TownofJohnstown.com)

Landowner(s): J-25 Land Holdings, LLCEmail: roy.bade@caliberco.com courtney.bring@caliberco.comTelephone: 480-295-7600
Signature of Landowner
Signature of Landowner



PETITION FOR ANNEXATION

To the Town of Johnstown

(Larimer County)

The undersigned, in accordance with Article 12, Chapter 31, CRS, as amended, hereby petition the Town Council of the Town of Johnstown, Colorado, for annexation to the Town of Johnstown the unincorporated territory more particularly described below, currently known as The Ridge at Johnstown Annexation, and in support of said Petition, your petitioners allege that:

- (1) It is desirable and necessary that the following described territory be annexed to the Town of Johnstown, Colorado:

See Exhibit A attached hereto and made a part hereof.

- (2) Not less than one-sixth (1/6) of the perimeter of that area proposed to be annexed is contiguous with the Town of Johnstown, Colorado.
- (3) A community of interest exists between the territory proposed to be annexed and the Town of Johnstown, Colorado.
- (4) The territory proposed to be annexed is urban or will be urbanized in the near future;
- (5) The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Johnstown, Colorado;
- (6) The signatures of the Petition comprise one hundred percent (100%) of the landowners of the territory to be included in the area proposed to be annexed and said landowners attesting to the facts and agreeing to the conditions herein contained will negate the necessity of any annexation election;
- (7) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
- (a) Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way;
 - (b) Comprising twenty (20) acres or more and which, together with the building and improvements situated thereon has an assessed value in excess of Two Hundred Thousand Dollars (\$200,000.00) for ad valorem tax purposes to be annexed without the written consent of the landowner or landowners.

- (8) No part of the area proposed to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will take place;
- (9) The area proposed to be annexed comprises more than ten acres and an impact report as provided in Section 31-12-105.5, CRS, as amended, is required.
- (10) The area proposed to be annexed is located within Larimer County, Thompson School District, Northern Colorado Water Conservancy District, Little Thompson Water District, Loveland Rural Fire Protection District, Aims Junior College District, and _____, and no others;
- (11) The mailing address of each signer, the legal description of the land owned by each signer and the date of signing of each signature are all shown on this Petition;
- (12) Accompanying this Petition are five (5) prints of the area proposed to be following information:
- (a) A written legal description of the boundaries of the area proposed to be annexed;
 - (b) A map showing the boundary of the area proposed to be annexed, such map prepared and containing the seal of a registered engineer or land surveyor;
 - (c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land, and if part or all of the area is to be platted at the time of the effectiveness of the annexation (as opposed to after such effectiveness), then the boundaries and the plat number of plots or of lots and blocks are shown;
 - (d) Next to the boundary of the area proposed to be annexed is drawn the contiguous boundary of the Town of Johnstown, and the contiguous boundary of any other municipality abutting the area proposed to be annexed;
 - (e) The dimensions of the contiguous boundaries are shown on the map.
 - (f) A proposed drainage plan and a proposed utilities plan. **NOT APPLICABLE**
- (13) The territory to be annexed is not presently a part of any incorporated city, city and county, or town;

- (14) The undersigned agree to the following conditions, which shall be covenants running with the land, and which shall, at the option of the Town, appear on the annexation map:
- (a) Water rights shall be provided as mutually agreed to by the Town and the undersigned; The undersigned specifically agree that they have not sold or transferred any water rights appurtenant to their property within the past year nor will they do so during the pendency of this annexation petition and once annexed to the Town of Johnstown, they will not sell or transfer any water rights appurtenant to the subject property without the prior written approval of the Johnstown Town Council.
 - (b) The owners shall participate in providing drainage plan and improvements and payment of a unit drainage fee as may be required by the Town the area;
 - (c) The undersigned hereby waive any and all "vested rights" previously created pursuant to Section 24-68-103, CRS, as amended.
 - (d) The undersigned and the Town may enter into an Annexation Agreement prior to the effective date of this annexation, which agreement shall be additional conditions as effectively as if set forth in this Petition.
- (15) Petitioner represents that: (Check one)
- X No part of the property to be annexed is included within any site specific development plan approved by Larimer County, Colorado.
- A site specific development plan has been approved by Larimer County, Colorado, which has created a vested right.
- (16) Submitted with this Petition is the required \$100.00 for publication costs.

EXECUTED this 1 day of November, 2019 .

By: 
Name: Jennifer Schrader
Title: Authorized Signatory

Name of Annexation: The Ridge

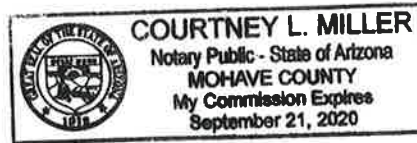
Mailing Address: 8901 E Mountain View Rd Ste 150 Scottsdale, AZ 85258

STATE OF Arizona ~~COLORADO~~)
)ss
COUNTY OF Maricopa)

Subscribed and sworn to before me this 1st day of November,
2019 by Jennifer Schrader as Authorized Signatory of Caliber companies
J25 Land Holdings on behalf of

WITNESS my hand and official seal.

My commission expires: 9-21-20



Courtney L. Miller
Notary Public

STATEMENT OF AUTHORITY
(FOR A TRUST OR CORPORATE ENTITY)

1. This Statement of Authority relates to an entity named: J-25 Land Holdings, LLC
2. The type of entity is a Limited Liability Company. (Trust, corporation, etc.).
3. The entity is formed under the laws of Delaware (state).
4. The mailing address for the entity is: 8901 E Mountain View Rd Ste 150 Scottsdale AZ 85258
5. The name and position of the person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity, pursuant to the provisions of Colorado Revised Statute Section 38-30-172(2), is:
Jennifer Schrader, Director

Executed this 13 day of February, 2019.

J-25 Land Holdings, LLC

By: J-25 Development Group, LLC, a Delaware limited liability company, as Manager

By: Caliber Services, LLC, an Arizona limited liability company, as its sole Member

By: Caliber Companies, LLC, an Arizona limited liability company, as Manager

By: Caliberco, Inc., a Delaware corporation, as its sole Member


Jennifer Schrader, Director

STATE OF Arizona)
) ss
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 13th day of February, 2019 by Jennifer Schrader.

Witness my hand and seal.

My commission expires: May 23, 2020




Notary Public

EXHIBIT A
LEGAL DESCRIPTION

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH/ PM, LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS;

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THENCE S89°56'58"W, A DISTANCE OF 99.81 FEET, ON THE WEST LINE OF SAID PARCEL TO AN ANGLE POINT THEREIN, MONUMENTED WITH A NO 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP STAMPED PLS 37067;

THENCE N00°00'24"W, A DISTANCE OF 333.60 FEET ON THE WEST LINE OF SAID PARCEL AND THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 26 AND TO THE POINT OF BEGINNING.

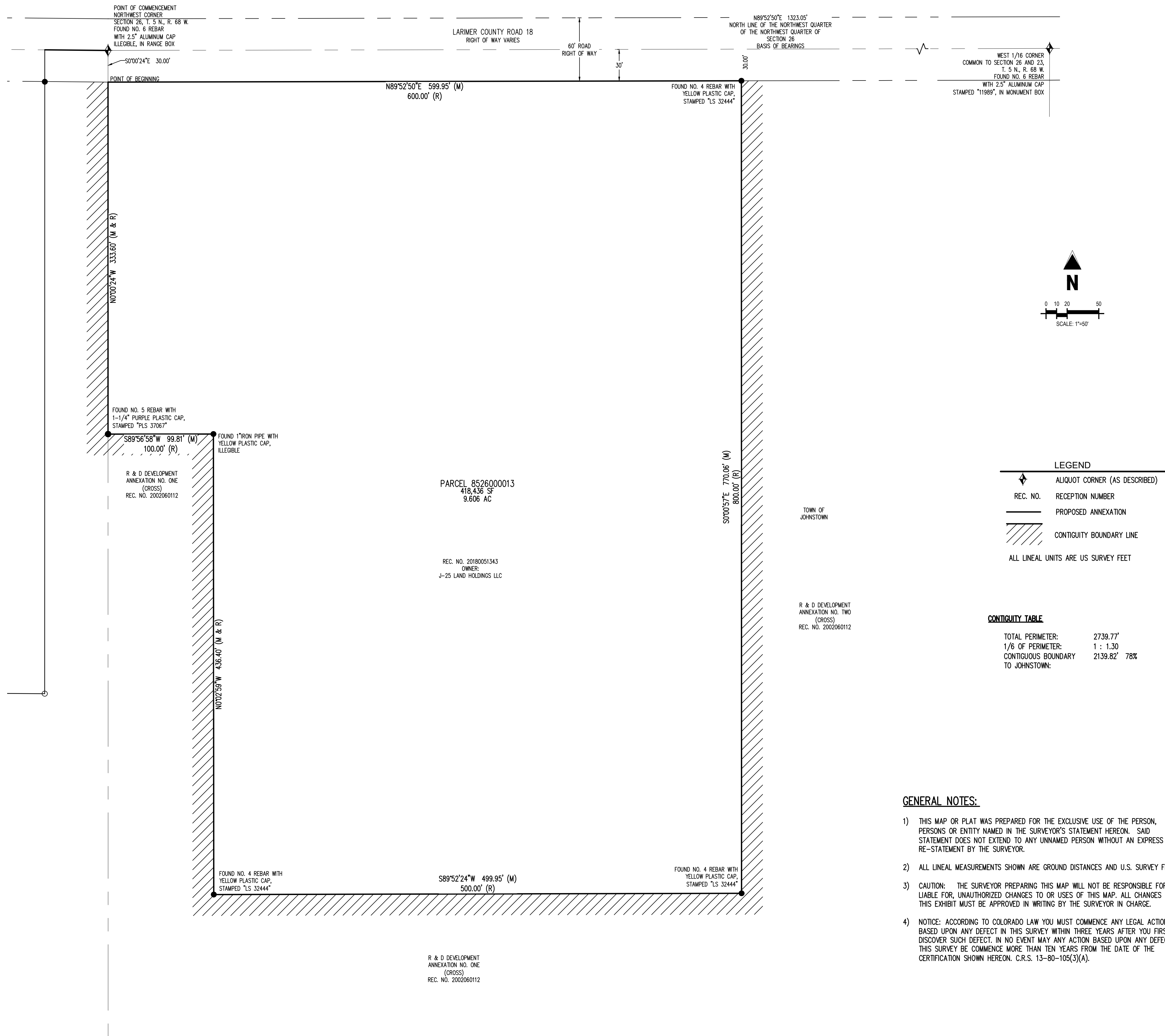
PARCEL CONTAINS 418,436 SQUARE FEET OR 9.606 ACRES.

BASIS OF BEARING:

ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983. THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26 BEARS N 89°52'50" E AND DISTANCE OF 1323.05', MONUMENTED AS SHOWN WITH ALL OTHER BEARINGS RELATIVE THERETO.

**ANNEXATION PLAT
AND
ZONING PLAT**

PART OF THE NORTHWEST QUARTER OF SECTION 26
T. 5 N., R. 68 W. OF THE 6TH P.M.,
COUNTY OF LARIMER, STATE OF COLORADO



The map shows a grid of sections. Section 22 is at the top left, 23 at the top right, 26 at the middle right, 27 at the middle left, 34 at the bottom left, and 35 at the bottom right. A diagonal line representing Interstate 5 runs from the top left towards the bottom center. A horizontal line representing County Road 16 runs across the middle. A hatched rectangle, indicating the study site, is located in section 27, just west of County Road 16. A north arrow points upwards in section 26.

VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26, MONUMENTED WITH AN ILLEGIBLE 2 1/2 ALUMINUM CAP IN RANGE BOX;

THENCE S00°00'24"E, A DISTANCE OF 30.00 FEET ON THE WEST LINE OF THAT PARCEL RECORDED AT RECEPTION NUMBER 20180051343 IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE TO THE POINT OF BEGINNING;

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THENCE N00°02'59"W, A DISTANCE OF 436.40 FEET ON THE WEST LINE OF SAID PARCEL RECORDED AT RECEPTION NUMBER 20180051343, TO AN ANGLE POINT THEREIN, MONUMENTED WITH 1" IRON PIPE WITH YELLOW PLASTIC CAP, ILLEGIBLE;

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PARCEL CONTAINS 418,436 SQUARE FEET OR 9.606 ACRES.

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TOWN COUNCIL APPROVAL

THIS MAP TO BE KNOWN AS _____ IS APPROVED AND ACCEPTED
TO THE TOWN OF JOHNSTOWN, COLORADO BY ORDINANCE NUMBER _____, PASSED AND
ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF
JOHNSTOWN, COLORADO, HELD ON THE _____ DAY OF _____, _____.

BY: _____ MAYOR

ATTEST: _____ TOWN CLERK

TITLE COMMITMENT NOTE

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY GALLOWAY TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD.

SURVEYOR'S STATEMENT:

I, _____, A COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS ANNEXATION MAP IS AN ACCURATE REPRESENTATION OF THE PROPERTY TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION. I FURTHER STATE THAT THIS CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTIES OR THE SUCCESSORS AND/OR ASSIGNS.

FRANK A. KOHL
COLORADO PROFESSIONAL LAND SURVEYOR #37067
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

5265 Ronald Reagan Blvd., Suite 210
Johnstown, CO 80534
970.800.3300
GallowayUS.com

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WITHOUT THE WRITTEN CONSENT OF GALLOWAY.
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ENFORCED AND PROSECUTED.



THE RIDGE AT JOHNSTOWN
ANNEXATION NO. 1

PART OF NORTHWEST QUARTER OF SECTION 26,
TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF LARIMER, STATE OF COLORADO

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Project No:	JLH000001.10
Drawn By:	AN
Checked By:	FAK
Date:	9/25/19

EXHIBIT

THE RIDGE AT JOHNSTOWN

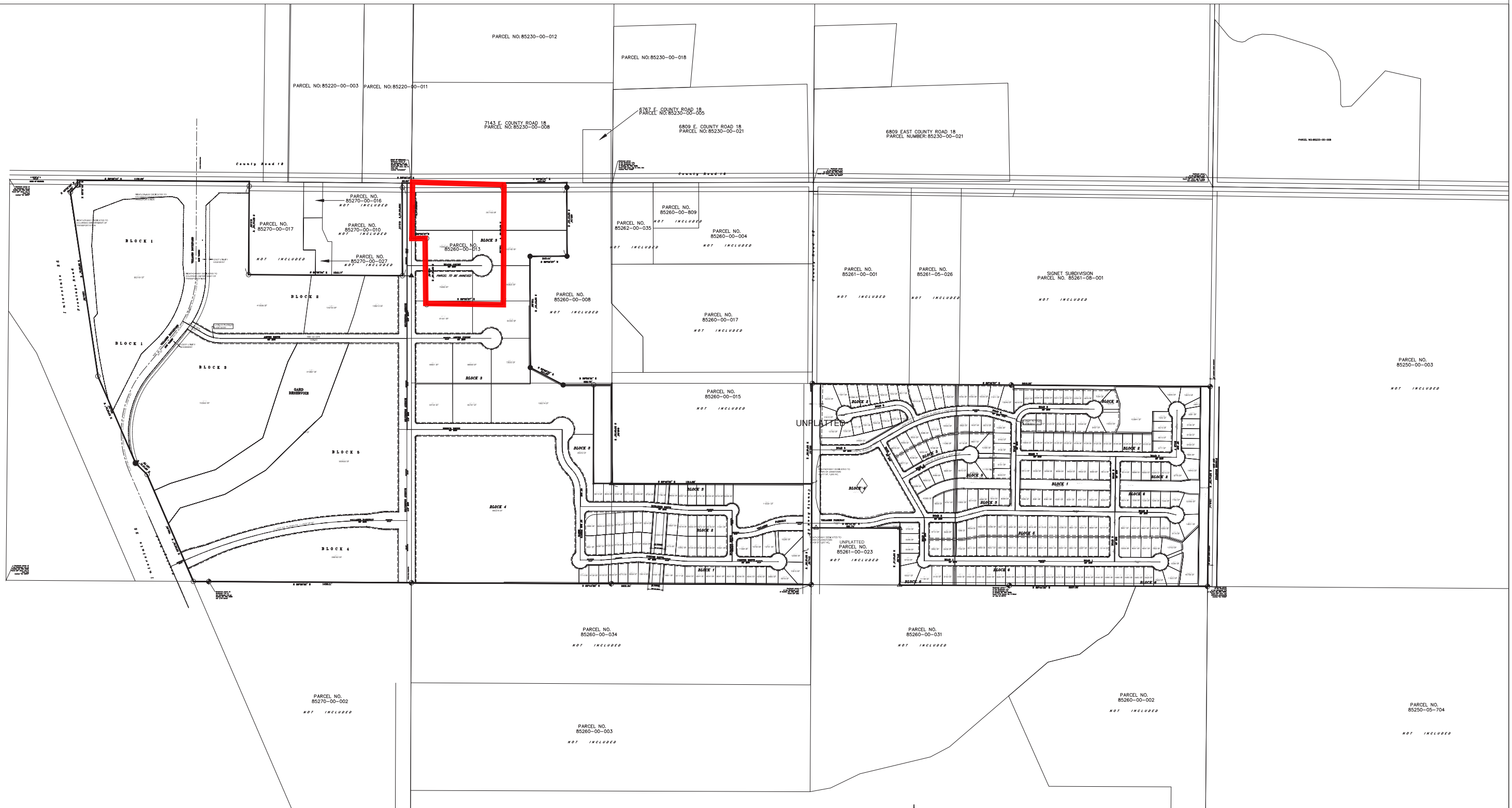
(was "THE VILLAGES AT JOHNSTOWN")

2018 APPROVED PRELIMINARY PLAT

THE VILLAGES AT JOHNSTOWN

PRELIMINARY PLAT AMENDMENT NO. 1

A PORTION OF THE NORTHEAST 1/4 OF SECTION 27 AND A PORTION OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 05 NORTH, RANGE 68 WEST 6th PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO.



150 0 150 300 450 Feet

SCALE: 1" = 150'



HIGHLINE
ENGINEERING & SURVEYING

ENGINEERING CONSULTANTS

PO BOX 1295
PARKER, COLORADO 80134

Tel. No. (303) 889-0044
Fax. No. (303) 380-3320

JOB NO. 229PLAT2

DATE: 7/05/18

SHEET 1 OF 1

AGENDA ITEM 10B

**Public Hearing
1st Reading Ordinance 2020-177**

**PUD-MU Zoning
The Ridge at Johnstown
Annexation #1**

*PUBLIC HEARING PROCEDURE – Zoning of The Ridge at Johnstown Annexation No. 1

1. Open public hearing.
2. Receive information from staff.
3. Receive information from the applicant.
4. Receive information from public.
 - a. Ask to hear from anyone who supports the zoning.
 - b. Ask to hear from anyone who opposes the zoning.
5. Receive rebuttal from applicant. *(If any.)*
6. Additional questions from Council, if any. *(Council may ask questions at any time until the hearing is closed.)*
7. Close the public hearing.
8. Discussion and deliberation among Council.
9. Make a decision and/or motion from Council.

For Approval:

I move to approve Ordinance 2020-177, an Ordinance approving PUD-MU zoning of the property known as The Ridge at Johnstown Annexation No. 1 located in the Northwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado.

For Approval with Conditions:

I move to approve Ordinance 2020-177, an Ordinance approving PUD-MU zoning of the property known as The Ridge at Johnstown Annexation No. 1 located in the Northwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, and containing approximately 9.606 acres, with the following conditions: _____.

For Denial:

I move to deny approval of Ordinance 2020-177.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 6, 2020

SUBJECT: **PUBLIC HEARING** - Ordinance No. 2020-177, an Ordinance Zoning the property known as The Ridge at Johnstown Annexation No. 1 to the PUD-MU (Planned Unit Development – Mixed Use) Zoning District

ITEM NO: 10 B

ACTION PROPOSED: Consider Ordinance No. 2020-177, an Ordinance Zoning approx. 9.606 acres known as The Ridge at Johnstown Annexation No. 1 to PUD-MU

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Town of Johnstown is considering a request to zone approximately 9.606 acres of land, known as The Ridge at Johnstown Annexation No. 1 to the PUD-MU (Planned Unit Development – Mixed Use) Zoning District upon the effective annexation of the subject property.

The subject property is currently undeveloped agricultural land with a few ag buildings, located along the south side of County Road 18 in Larimer County, approximately ¼-mile east of the Hwy 402/I-25 interchange. The adjoining properties to the east, west and south are held in the same ownership, and also zoned PUD-MU. The property and the adjoining area were included, conceptually, with the approved preliminary plat in 2018 for “The Villages at Johnstown” – recently renamed “The Ridge at Johnstown.” The Ridge development area south of LCR18, including this proposed annexation, encompasses 255 acres between I-25 and the ultimate alignment of LCR3/High Plains Blvd. The intent of this proposed zoning would be to integrate this 9.606 acres into the overall master planned area, and apply the same PUD design guidelines as those approved for The Ridge/”The Villages” at Johnstown.

This item was heard at a public hearing held on February 26, 2020, in front of the Planning & Zoning Commission which forwards a recommendation to the Town Council for Approval of the PUD-MU zoning district for this parcel.

LEGAL ADVICE: The Town Attorney drafted Ordinance No. 2020-177.

FINANCIAL ADVICE: No impact anticipated.

RECOMMENDED ACTION:

Approval of Ordinance No. 2020-177, an Ordinance Zoning the property known as The Ridge at Johnstown Annexation No. 1 to the PUD-MU (Planned Unit Development – Mixed Use) Zoning District

SUGGESTED MOTIONS:

Approval:

I move to approve Ordinance No. 2020-177, an Ordinance approving PUD-MU zoning of the property known as The Ridge at Johnstown Annexation No. 1 located in the Northwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado.

For approval with Conditions:

I move to approve Ordinance 2020-177, an Ordinance approving PUD-MU zoning of the property known as The Ridge at Johnstown Annexation No. 1 located in the Northwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, and containing approximately 9.6060 acres, with the following conditions:

Denial:

I move to deny approval of Ordinance No. 2020-177.

THE RIDGE AT JOHNSTOWN ANNEXATION No. 1

ORDINANCE 2020-177 - PUD-MU ZONING

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2020-177

**APPROVAL OF PUD-MU ZONING OF THE PROPERTY KNOWN AS
THE RIDGE AT JOHNSTOWN ANNEXATION NO. 1 LOCATED IN THE
NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF
COLORADO, AND CONTAINING APPROXIMATELY 9.606 ACRES**

WHEREAS, the Town Council of the Town of Johnstown approved annexation of certain property situated in the Northwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 9.606 acres, being more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference, known as The Ridge at Johnstown Annexation No. 1 (“Property”); and

WHEREAS, the property owners applied for Planned Unit Development – Mixed Use (“PUD-MU”) zoning of the Property in conjunction with annexation; and

WHEREAS, pursuant to state law, upon annexation, the Town Council must zone the Property within ninety (90) days; and

WHEREAS, the Town Planning Commission had a hearing and recommended approval of PUD-MU zoning on the Property; and

WHEREAS, on April 6, 2020, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the evidence received at the hearing, finds that the requested zoning of the Property to PUD-MU conforms to the Town’s Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT:

1. Zoning of the Property known as The Ridge at Johnstown Annexation No. 1 and more particularly described on the attached Exhibit A shall hereby be designated as PUD-MU.
2. The Town Clerk is hereby directed to publish this Ordinance as required by the Town’s Home Rule Charter and state law and file this Ordinance with the real estate records of the Larimer County Clerk and Recorder.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ___ day of _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the
Town Council of the Town of Johnstown, Colorado, this _____ day of _____,
2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

EXHIBIT A
LEGAL DESCRIPTION

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH/ PM, LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS;

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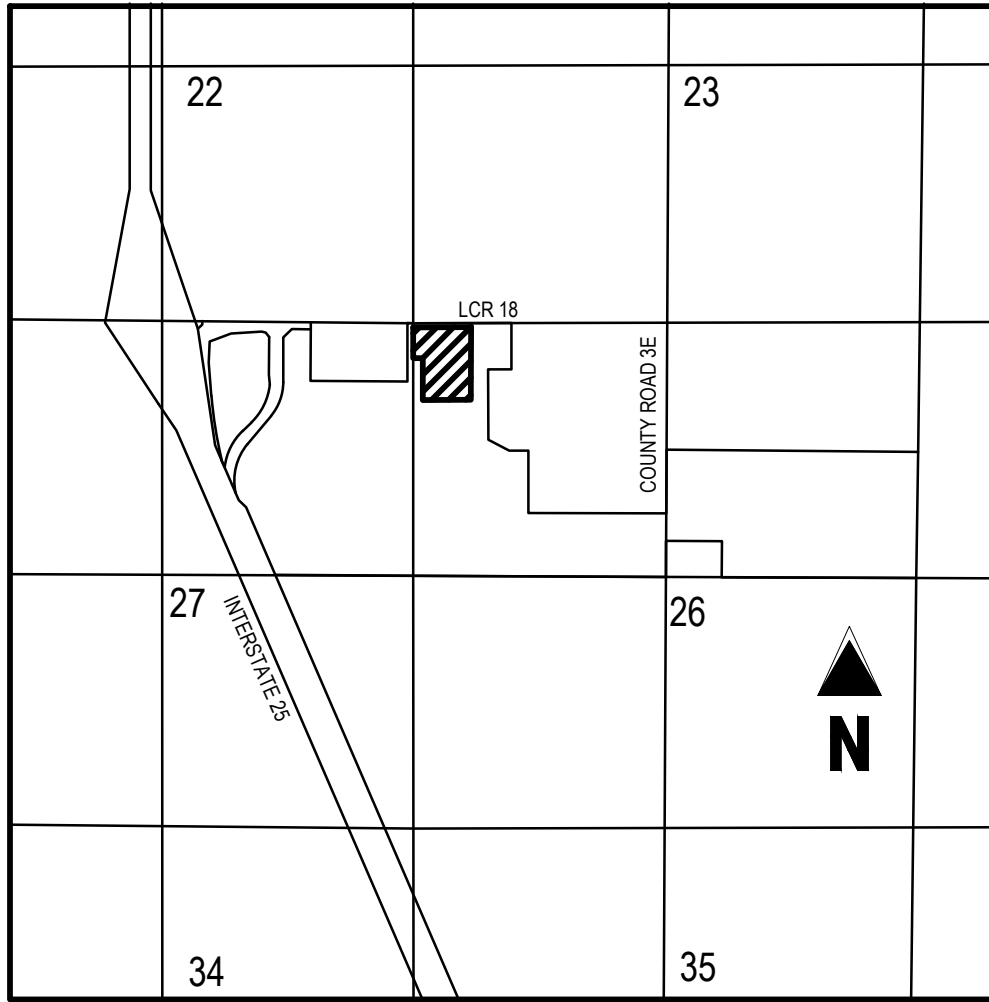
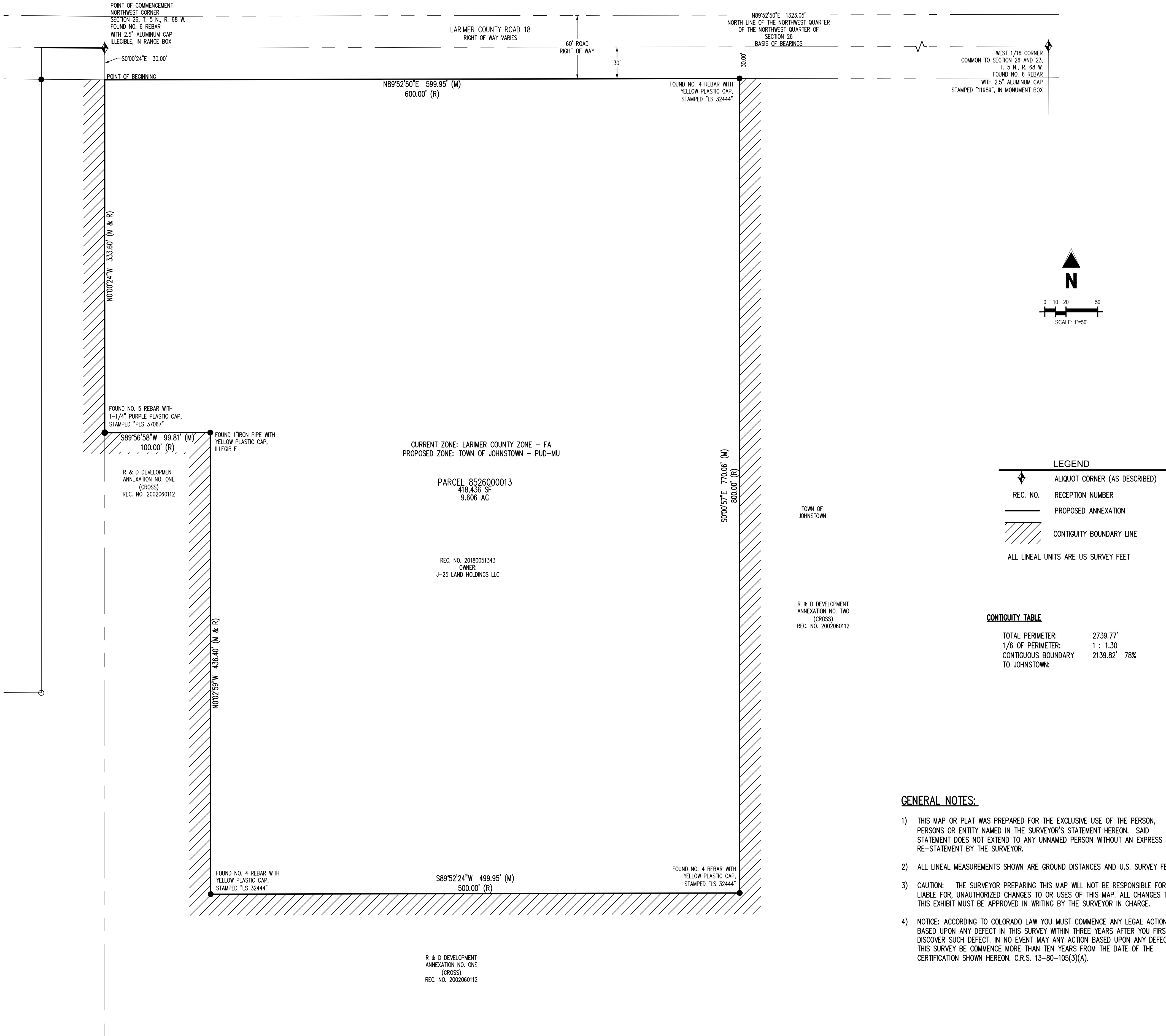
PARCEL CONTAINS 418,436 SQUARE FEET OR 9.606 ACRES.

BASIS OF BEARING:

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THE RIDGE AT JOHNSTOWN ZONING MAP

PART OF THE NORTHWEST QUARTER OF SECTION 26
T. 5 N., R. 68 W. OF THE 6TH P.M.,
COUNTY OF LARIMER, STATE OF COLORADO



LEGAL DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS;

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TOWN COUNCIL APPROVAL

THIS MAP TO BE KNOWN AS _____ IS APPROVED AND ACCEPTED TO THE TOWN OF JOHNSTOWN, COLORADO BY ORDINANCE NUMBER _____ PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, HELD ON THE _____ DAY OF _____

BY: _____ MAYOR ATTEST: _____ TOWN CLERK

TITLE COMMITMENT NOTE

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY GALLOWAY TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD.

SURVEYOR'S STATEMENT:

I, _____, A COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS ZONING MAP IS AN ACCURATE REPRESENTATION OF THE PROPERTY TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION. I FURTHER STATE THAT THIS CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTIES OR THE SUCCESSORS AND/OR ASSIGNS.

FRANK A. KOHL
COLORADO PROFESSIONAL LAND SURVEYOR #37067
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

Galloway

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THE RIDGE AT JOHNSTOWN
ZONING MAP

PART OF NORTHWEST QUARTER OF SECTION 26,
TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF LARIMER, STATE OF COLORADO

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Project No: JH00000110
Drawn By: AN
Checked By: FAK
Date: 9/25/19

AGENDA ITEM 10C

**Low Point Wastewater
Treatment Plant Expansion Project**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 6, 2020

ITEM NUMBER: 10 C

SUBJECT: Town of Johnstown Low Point Expansion Project Design

ACTION PROPOSED: Approve Design Engineer

ATTACHMENTS:

1. Contract Proposal with Aqua Engineering Consultants, LLC
2. Aqua Proposal
2. Burns/McDonnell Proposal
3. IMEG Proposal
4. JVA Proposal
5. Providence Proposal

PRESENTED BY: Marco Carani, Director of Public Works

AGENDA ITEM DESCRIPTION:

The Town currently operates the Low Point Wastewater Treatment Plant (WWTP/F [Facility]) which has a design capacity of 0.5 Million Gallons Per Day (MGD) hydraulic flow and a 1,000 lbs. of Biological Oxygen Demand (BOD) per day organic loading (both 30-day averages).

Due to rapid growth in the area it serves, most notably the Johnstown Plaza, Iron Horse and 2534 Developments, the Low Point facility is experiencing higher daily flows. Low Point is currently at about 60% of its hydraulic flow and 80% of its design organic loading. When a wastewater plant reaches 80%, the Town is required to initiate planning for expansion of a wastewater facility. At 90% capacity of either of the limits, the State expects for an expansion to be under construction. As we look at future growth in the afore mentioned areas, Thompson River Ranch, and areas south of WCR 54 that the Low Point plant will serve, there is a significant amount of growth that could occur based on a stable economy in the next 10-20 years. Based on this potential, Staff believes that upgrading the plant to 1 MGD would be short sighted and is recommending an expansion of its current capacity from .5 to 1.5 MGD.

Based on the need to expand the WWTF, the Town issued and advertised in December, 2019 for a Request For Proposal (RFP) via Rocky Mountain bid site. From 14 interested participants, the Town received five (5) responses to the RFP on January 31, 2020. The submittals were reviewed independently by the Public Works Director, Ramey Environmental, Inc., and the Town Manager. From the five applicants, the proposals were narrowed down to three (3) firm who were then interviewed in person to discuss their proposals; explaining their experience, their approach to the project, and how they can best meet the needs of the Town.

From the three (3) firms interviewed, Staff is recommending Aqua Engineering Consultants, LLC for the following overview of services which includes the design of the Town's Low Point WWTP expansion shown below. While Aqua was not the low bid on this proposal, we believe their expertise and ability to meet the expectations of the Town outweighed the need to select the low bid.

1. Project Management, Meetings, and Workshops
2. Planning & Wastewater Facility Plan Update
3. Preliminary Engineering (Technical Memos and 30% drawings)
4. CDPHE Site Approval Application
5. Process Design Report (PDR) and 60% drawings
6. Final Design (Construction Plans & Specifications)
7. CDPHE NOV/CDO Compliance Assistance & Facilities Evaluation

The final item shown above is related to the Town's receipt of the January 2020 letter regarding our Notice of Violations and Cease and Desist Order for permitting deficiencies since 2015. This change to the scope, is an additional \$30,000 to the fee for the two wastewater treatment plants and is being mandated by CDPHE.

In the FY2020, \$500,000 was budgeted for this project. The total contract amount for the services is \$577,584 with an additional \$12,500 for reimbursable expenses. A budget amendment is not currently requested because based on the project schedule, we do not anticipate the project scope being fully completed this year. However, Council should consider the fact that this project cost is above what was initially anticipated. The total variance between the budgeted amount and the amount requested is \$125,000 (total \$625,000) which would allow for a 6% change in the presented cost for services from the \$577,584.

LEGAL ADVICE:

The contract has been reviewed by the Town Attorney.

FINANCIAL ADVICE:

Funds are available to permit this project to move forward and if additional funds are necessary this fiscal year they could be appropriated later in the calendar year.

RECOMMENDED ACTION:

SUGGESTED MOTIONS:

For Approval:

I move to approve and award the Low Point WWTP Expansion Design to Aqua Engineering Consultants LLC in the amount of \$590,584 and if necessary authorize the Town Manager to approve changes of not more than 6% of the scope of work if necessary.

For Denial:

I move that we deny the award as presented and solicit formal bids again [or reinterview submittals received in January 2020].

Reviewed and Approved for Presentation:

Town Manager

Cost Comparison

- **Aqua Engineering**
- **Burns McDonnell**
 - **IMEG**
- **JVA Consulting Engineers**
- **Providence Infrastructure Consultants**



Town of Johnstown, Low Point Wastewater Treatment Plant Expansion (0.5 ---> 1.5 MGD)

January 31, 2020

Innovative Engineering Solutions			LEVEL OF EFFORT (hours)													Total AQUA Hours	Total AQUA Labor \$	Subconsultants			Direct Expenses	AQUA Expenses and Subs Markup	Total AQUA Fee
			PIC / PM	Sr Principal Eng	Principal Engineer	Sr. Process Eng / PM	Engineer III	Engineer II	Engineer I	Proceas Specialist	Principal Electrical Eng.	EE/ Controls Engr.	Sr. Designer	Designer	Project Admin			HPE (Geotech)	Altura (Surveying)	DMA (HVAC)			
			Bob Frchetti	Scott Rogers Justin Logan	Darin Hawkes	Boris Pektovic	Dallin Stephens	Cody Vavra Naho Garvin	Philip Duncan	Sean Scouras (Garver)	Ryan Pack	Andy Wells Lindsay Stevens	Kenneth Baatz, Dan Levitt	Derek Hyde	Ernestine Trujillo							10%	
TASKS AND SUBTASKS			\$170/hr	\$170/hr	\$170/hr	\$145/hr	\$145/hr	\$135/hr	\$120/hr	\$278/hr	\$170/hr	\$125/hr	\$110/hr	\$100/hr	\$80/hr								
	Project Management		108	30		76		100		8	10		24		60	416	\$59,344				\$1,000	\$100	\$60,444
			\$18,360	\$5,100		\$11,020		\$13,500		\$2,224	\$1,700		\$2,640		\$4,800								
	Project Team Coordination/ Meetings		52	26		52		52			10		24		48	264	\$36,000						\$36,000
	Project Work Plan		8			8										16	\$2,520						\$2,520
	Cliet Meetings / workshops (12, 4 hrs ea)		48	4		16		48		8					12	136	\$20,824				\$1,000	\$100	\$21,924
1	Planning, Wastewater Facility Plan Update & Funding Assistance		23	15		28	10	136	20	2			20		14	268	\$36,606				\$500	\$50	\$37,156
			\$3,910	\$2,550		\$4,060	\$1,450	\$18,360	\$2,400	\$556			\$2,200		\$1,120								
	NRWQPA Facility Plan Update		10	10		10		100	20				20		10	180	\$23,750				\$500	\$50	\$24,300
	Preliminary Effluent Limits (including limit analysis)		8			8		16		2					2	36	\$5,396						\$5,396
	Basis of Design Development & Memorandum		5	5		10	10	20							2	52	\$7,460						\$7,460
	Funding Assistance - SRF, DOLA, Municipal Lease. AddL Service.																						
2	Preliminary Engineering		42	32	16	62	40	124	28	40	40	42	120	100	22	708	\$98,320	\$7,500	\$10,000	\$3,000	\$5,000	\$2,550	\$126,370
			\$7,140	\$5,440	\$2,720	\$8,990	\$5,800	\$16,740	\$3,360	\$11,120	\$6,800	\$5,250	\$13,200	\$10,000	\$1,760								
	Technology and Equipment Memoranda (5 Memos) : Alternatives analysis and selection (recommendation)		20	20	4	20	20	60	8	30	20	2	20		20	244	\$38,130				\$5,000	\$500	\$43,630
	30% (Preliminary) Design Drawings		20	10	10	40	20	60	20	10	20	40	100	100	2	452	\$58,340			\$3,000		\$300	\$61,640
	Site Survey of WWTF (planimetric data) and Geotechnical Engineering		2	2	2	2		4								12	\$1,850	\$7,500	\$10,000			\$1,750	\$21,100
3	CDPHE Site Approval Application		21	6		10		48	24						13	122	\$16,440				\$250	\$25	\$16,715
			\$3,570	\$1,020		\$1,450		\$6,480	\$2,880						\$1,040								
3.1	Site Application Form		1	1		1		4	4						1	12	\$1,585						\$1,585
3.2	Site Application Engineeering Report		8	4		8		20	20						4	64	\$8,620						\$8,620
3.3	Referral Agency Coordination and 1 Presentation to NFRWQPA		8					16							4	28	\$3,840				\$250	\$25	\$4,115
3.4	Coord and Resond to CDPHE Review Comments/RFI's		4	1		1		8							4	18	\$2,395						\$2,395
4	Process Design Report (PDR) & 60% Design Drawings		58	34	28	68	44	156	140	20	28	88	250	400	34	1348	\$166,040						\$166,040
			\$9,860	\$5,780	\$4,760	\$9,860	\$6,380	\$21,060	\$16,800	\$5,560	\$4,760	\$11,000	\$27,500	\$40,000	\$2,720								
	Prepare PDR Biowin Modling, Calcs, Design		10	10	8	20		40	40	10	8	8			12	166	\$23,960						\$23,960
	60% Design Drawings & Specifications		40	20	20	40	40	100	100	10	20	80	250	400	20	1140	\$135,980						\$135,980
	CDPHE Review Coordination/ Response		8	4		8	4	16							2	42	\$6,100						\$6,100
5	Construction Plans & Specifications (Final Design)		62	30	20	64	60	118	80	8	20	100	250	350	2	1164	\$143,334			\$7,000	\$1,000	\$800	\$152,134
			\$10,540	\$5,100	\$3,400	\$9,280	\$8,700	\$15,930	\$9,600	\$2,224	\$3,400	\$12,500	\$27,500	\$35,000	\$160								
	Project Design Worksessions (3 meetings with client to review dwgs)		20	10				20								50	\$7,800				\$1,000	\$100	\$8,900
	Final Design Drawings & Specifications		40	20	20	60	60	90	80	8	20	100	250	350		1098	\$133,374			\$7,000		\$700	\$141,074
	CDPHE Submittal Streamlined Review		2			4		8							2	16	\$2,160						\$2,160
6	Construction Bidding Assistance - Future Task																						
	Bidding Assistance																						
7	Construction Management - Future Task																						
Project Fee Summary			Task Hours													4,026	520,084	7,500	10,000	10,000	7,750	3,525	\$558,859.00
			314	147	64	308	154	682	292	78	98	230	664	850	145								
			Task Fees																				
			\$53,380	\$24,990	\$10,880	\$44,660	\$22,330	\$92,070	\$35,040	\$21,684	\$16,660	\$28,750	\$73,040	\$85,000	\$11,600								

Town of Johnstown

Low Point WWTP Expansion to 1.5 mgd
Work Breakdown Structure and Fee Schedule



Activity	Project Manager	Quality Control	Process	Civil	Structural	Architectural	Mechanical	Electrical	I&C	Designer	BMcD Total Labor		Expenses	Sub-Consultants	Total Cost
	Pugh	Waddoups	Neil Toth	Tessitori Tuttle	Hundley Thurman	Hundley Dalglish	Olsen	Dienberg Patwari	Johnson	Ellis					
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Cost	Direct	Cost	
TASK SERIES 100 - Team Collaboration & Project Management															
101 - Project Management	88	12									100	24548	\$980		\$ 25,528
102 - Kick Off Meeting	4	4									8	\$1,976	\$80		\$ 2,056
103 - Process Evaluation Workshop	6	4	6							4	20	\$3,840	\$150		\$ 3,990
104 - Operator Interviews & Site Visit	4		4								8	\$1,680	\$70		\$ 1,750
105 - Conceptual Design Workshop & Project Delivery Options	4	4	4								12	\$2,676	\$110		\$ 2,786
106 - 30% Review Meeting	4		4								8	\$1,680	\$70		\$ 1,750
107 - 60% Review Meeting	4		4								8	\$1,680	\$70		\$ 1,750
108 - 90% Review Meeting	4		4								8	\$1,680	\$70		\$ 1,750
109 - Final Review Meeting	4		4								8	\$1,680	\$70		\$ 1,750
Sub-Total Series 100	122	24	30	0	0	0	0	0	0	4	180	\$41,440	\$1,670	\$0	\$43,110
TASK SERIES 200 - Process Evaluation															
201 - Identify Process Options	4	2	40		2						48	\$8,914	\$360		\$ 9,274
202 - Review of Background Information			8		2				2		12	\$2,180	\$90		\$ 2,270
203 - Develop Design Criteria	4		16		4		2	2			28	\$5,472	\$220		\$ 5,692
204 - Design Criteria Technical Memo	8	2	40	2	2	2	2	2	2		62	\$11,746	\$470		\$ 12,216
Sub-Total Series 200	16	4	104	2	10	2	4	4	4	0	150	\$28,311	\$1,140	\$0	\$29,451
TASK SERIES 300 - Preliminary Design															
301 - Develop Conceptual Designs	8	4	40							24	76	\$11,900	\$480		\$ 12,380
302 - Conceptual Design Technical Memo	2	2	24							12	40	\$6,160	\$250		\$ 6,410
303 - Equipment Site Visits	16		8								24	\$5,320	\$210		\$ 5,530
304 - Develop Preliminary Design 30%	20	4	120	40	100	16	8	60	20	200	588	\$91,006	\$3,640		\$ 94,646
Sub-Total Series 300	46	10	192	40	100	16	8	60	20	236	728	\$114,386	\$4,580	\$0	\$118,966
TASK SERIES 400 - Permitting															
401 - Develop Permitting Plan	4		8			2					14	\$2,763	\$110		\$ 2,873
402 - Utility Plan Amendment	32	2	80							20	134	\$23,958	\$960		\$ 24,918
403 - Site Application Package	16	2	80				4	2	4	24	132	\$22,297	\$890		\$ 23,187
404 - CDPHE Design Review	12	2	80	8	4					24	130	\$21,471	\$860		\$ 22,331
405 - Town, County & Fire Authority Permitting	16	4	16	8						8	52	\$9,582	\$380		\$ 9,962
Sub-Total Series 400	80	10	264	16	4	2	4	2	4	76	462	\$80,070	\$3,200	\$0	\$83,270
TASK SERIES 500 - Detailed Design															
501 - Topographic Survey				6						4	10	\$1,237	\$50	\$12,000	\$ 13,287
502 - Geotechnical Investigation					6					2	8	\$1,469	\$60	\$8,000	\$ 9,529
503 - 60% Design Development	24	2	120	48	160	40	60	120	40	80	694	\$127,000	\$5,080		\$ 132,080
504 - 90% Design Development	20	2	120	30	120	60	20	120	60	80	632	\$113,320	\$4,530		\$ 117,850
505 - Final Design Documents	16	2	48	8	40	20	12	40	20	40	246	\$43,704	\$1,750		\$ 45,454
Sub-Total Series 500	60	6	288	92	326	120	92	280	120	206	1,590	\$286,729	\$11,470	\$20,000	\$318,199
TASK SERIES 600 - Bid Period Support															
601 - Project Delivery Option Comparison	8									4	12	\$2,284	\$90		\$ 2,374
602 - Pre-Bid Meeting	4		4								8	\$1,680	\$70		\$ 1,750
602 - Bid Period Support	8		12	2	4	4	4	4	4	12	54	\$9,303	\$370		\$ 9,673
603 - Bid Tabulation	2		2								4	\$840	\$30		\$ 870
Sub-Total Series 600	22	0	18	2	4	4	4	4	4	16	78	\$14,107	\$560	\$0	\$14,667
Project Subtotals	346	54	896	152	444	144	112	350	152	538	3,188	\$565,044	\$22,620	\$20,000	\$607,664
Project Total															\$607,664

Notes:

Cost Proposal



Tasks and Description		IMEG								FOX Engineers				N&M	ERO	SW	Bai		
		Principal-in-Charge	Project Manager	Master Plan Team Manager	Project Engineer	Proj. Eng/GIS Manager	Floodplain Manager	Quality Control	MEP	Controls	Design Plan Team Manager	Lead Design Engineer	Technical Advisor	Project Engineer	Geotechnical	Environmental	SUE	Metering/Modeling	
Kick-Off Meeting		\$ 370.00	\$ 640.00	\$ 600.00	\$ 480.00	\$ 220.00	\$ 100.00	\$ 320.00	\$ 300.00	\$ 290.00	\$ 1,440.00	\$ 1,160.00	\$ 240.00	\$ 240.00	\$ -	\$ -	\$ -	\$ -	
Progress Meetings		\$ 14,800.00	\$ 25,600.00	\$ 24,000.00	\$ 9,600.00	\$ 4,400.00	\$ 2,000.00	\$ 3,200.00	\$ 3,000.00	\$ 2,900.00	\$ 28,800.00	\$ 23,200.00	\$ 9,600.00	\$ 9,600.00	\$ -	\$ -	\$ -	\$ -	
Project Management		\$ 22,200.00	\$ 19,200.00	\$ 18,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,600.00	\$ 17,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Quality Control		\$ 9,250.00	\$ 16,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 32,000.00	\$ -	\$ -	\$ 18,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Design Plan Development																			
Data Collection		\$ -	\$ 640.00	\$ 1,200.00	\$ 1,920.00	\$ 1,760.00	\$ -	\$ -	\$ -	\$ -	\$ 1,440.00	\$ 1,160.00	\$ 960.00	\$ 960.00	\$ -	\$ -	\$ -	\$ -	
	Constituent Estimates	\$ -	\$ 640.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,440.00	\$ 1,160.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sampling	\$ -	\$ 640.00	\$ 1,200.00	\$ 960.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,440.00	\$ 1,160.00	\$ 960.00	\$ 960.00	\$ -	\$ -	\$ -	\$ -	
	Documentation Review	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Site Evaluation		\$ -	\$ 1,280.00	\$ 1,200.00	\$ 2,880.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,240.00	\$ 1,920.00	\$ 1,440.00	\$ -	
	Survey	\$ -	\$ 640.00	\$ -	\$ 960.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,960.00	\$ -	\$ -	\$ -	
	Geotech	\$ -	\$ 640.00	\$ -	\$ 960.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,760.00	\$ -	\$ -	
	Environmental	\$ -	\$ 640.00	\$ -	\$ 960.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Floodplain	\$ -	\$ 640.00	\$ -	\$ 960.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,640.00	\$ -	
	Subsurface Utility Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Preliminary Process		\$ -	\$ 640.00	\$ 1,200.00	\$ 960.00	\$ 880.00	\$ -	\$ 640.00	\$ 1,200.00	\$ 1,160.00	\$ 1,440.00	\$ 1,160.00	\$ 960.00	\$ 960.00	\$ -	\$ -	\$ -	\$ -	
	Existing	\$ -	\$ 640.00	\$ 1,200.00	\$ 960.00	\$ 880.00	\$ -	\$ -	\$ -	\$ -	\$ 1,440.00	\$ 1,160.00	\$ 960.00	\$ 960.00	\$ -	\$ -	\$ -	\$ -	
	Alternatives	\$ -	\$ 640.00	\$ 1,200.00	\$ 960.00	\$ 880.00	\$ -	\$ 640.00	\$ 1,200.00	\$ 1,160.00	\$ 1,440.00	\$ 1,160.00	\$ 960.00	\$ 960.00	\$ -	\$ -	\$ -	\$ -	
	Proposed	\$ -	\$ 640.00	\$ -	\$ -	\$ -	\$ -	\$ 640.00	\$ -	\$ -	\$ 1,440.00	\$ 1,160.00	\$ 960.00	\$ 960.00	\$ -	\$ -	\$ -	\$ -	
	Estimated Effluent Quality	\$ -	\$ 640.00	\$ -	\$ -	\$ -	\$ -	\$ 640.00	\$ -	\$ 1,160.00	\$ 1,440.00	\$ 1,160.00	\$ 960.00	\$ 960.00	\$ -	\$ -	\$ -	\$ -	
	Instrumentation	\$ 1,850.00	\$ 3,200.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 1,600.00	\$ -	\$ -	\$ 3,600.00	\$ 2,900.00	\$ 2,400.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	
	Cost Estimates	\$ 740.00	\$ 1,280.00	\$ 600.00	\$ -	\$ -	\$ -	\$ 640.00	\$ -	\$ -	\$ 1,440.00	\$ 580.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Budget Evaluation	\$ 1,850.00	\$ 1,600.00	\$ 1,500.00	\$ 1,200.00	\$ 1,100.00	\$ 1,000.00	\$ 1,600.00	\$ 1,500.00	\$ 1,450.00	\$ 3,600.00	\$ 2,900.00	\$ 2,400.00	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	
WWTP Visits	\$ -	\$ 1,280.00	\$ 1,200.00	\$ 960.00	\$ 880.00	\$ -	\$ -	\$ -	\$ -	\$ 1,440.00	\$ 1,160.00	\$ 960.00	\$ 960.00	\$ -	\$ -	\$ -	\$ -		
Preliminary Engineering Report		\$ -	\$ 1,280.00	\$ 1,200.00	\$ 960.00	\$ 880.00	\$ -	\$ -	\$ -	\$ -	\$ 1,440.00	\$ 1,160.00	\$ 960.00	\$ 960.00	\$ -	\$ -	\$ -	\$ -	
Permitting																			
	PELs	\$ -	\$ 640.00	\$ 1,200.00	\$ 480.00	\$ 440.00	\$ -	\$ 640.00	\$ -	\$ -	\$ 1,440.00	\$ 1,160.00	\$ 960.00	\$ 960.00	\$ -	\$ -	\$ -	\$ -	
	Site Apps	\$ -	\$ 640.00	\$ 1,200.00	\$ 480.00	\$ 440.00	\$ -	\$ 640.00	\$ -	\$ -	\$ 1,440.00	\$ 1,160.00	\$ 960.00	\$ 960.00	\$ -	\$ -	\$ -	\$ -	
	PDR/Apply for Self-Certification	\$ -	\$ 640.00	\$ 1,200.00	\$ 480.00	\$ 440.00	\$ -	\$ 1,280.00	\$ -	\$ -	\$ 720.00	\$ 580.00	\$ 480.00	\$ 480.00	\$ -	\$ -	\$ -	\$ -	
	Building Permits	\$ -	\$ 1,280.00	\$ 3,600.00	\$ 960.00	\$ 880.00	\$ -	\$ 1,280.00	\$ 7,200.00	\$ 2,320.00	\$ 1,440.00	\$ 4,640.00	\$ 2,880.00	\$ 2,880.00	\$ -	\$ -	\$ -	\$ -	
	Local Watershed Authority	\$ -	\$ 640.00	\$ 1,800.00	\$ 960.00	\$ 880.00	\$ -	\$ 640.00	\$ -	\$ -	\$ 1,440.00	\$ 1,740.00	\$ 1,440.00	\$ 960.00	\$ -	\$ -	\$ -	\$ -	
Develop Preliminary Design Report		\$ -	\$ 1,920.00	\$ 3,000.00	\$ 2,400.00	\$ 2,200.00	\$ 800.00	\$ 3,840.00	\$ -	\$ -	\$ 3,600.00	\$ 2,900.00	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	
Bid Document Development		\$ 1,480.00	\$ 3,840.00	\$ 3,600.00	\$ 2,880.00	\$ 880.00	\$ 800.00	\$ 3,840.00	\$ 3,600.00	\$ 3,480.00	\$ 4,320.00	\$ 3,480.00	\$ 2,880.00	\$ 2,880.00	\$ -	\$ -	\$ -	\$ -	
Master Plan Subtotals		\$ 52,540	\$ 88,640	\$ 87,900	\$ 34,320	\$ 18,040	\$ 6,300	\$ 54,080	\$ 18,000	\$ 13,920	\$ 107,280	\$ 75,400	\$ 34,080	\$ 32,400	\$ 11,200	\$ 7,680	\$ 10,080	0	
Sub Totals			IMEG: \$ 373,740								FOX \$ 249,160				N&M \$ 11,200		ERO \$ 7,680	SW \$ 10,080	Bai \$ -

Cost Proposal



Low Point Wastewater Collection Master Plan																		
Document Review	\$ -	\$ 1,280	\$ 1,200	\$ 1,920	\$ 1,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Investigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Collection Mains	\$ -	\$ 1,280	\$ -	\$ -	\$ 880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Treatment Plant	\$ -	\$ 640	\$ 600	\$ -	\$ 880	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ 2,880	\$ 2,320	\$ 960	\$ 2,880	\$ -	\$ -	\$ -	\$ -
Video Inspections (Assuming not available)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interviews with Staff	\$ -	\$ 1,280	\$ 2,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mapping Database	\$ 740	\$ 1,280	\$ 2,400	\$ 3,600	\$ 6,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Planning Projections	\$ 555	\$ 960	\$ 1,800	\$ 2,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Population Projections	\$ -	\$ -	\$ 1,200	\$ -	\$ 1,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Development of Diurnal Curves	\$ -	\$ 640	\$ 600	\$ 960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Determination of Future Flows	\$ -	\$ 2,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discuss with Developers - buildout timeframe	\$ -	\$ -	\$ 3,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discussion with Neighboring Facilities	\$ -	\$ -	\$ 2,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Metering	\$ -	\$ 1,280	\$ 600	\$ 1,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000
Modelling	\$ -	\$ 1,280	\$ 600	\$ 1,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Discussions with Town - Presentation of Information	\$ 1,480	\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Determine Design Point of Influent Lift Station	\$ 185	\$ 640	\$ 300	\$ 960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Develop Capital Improvements Plan	\$ 740	\$ 1,280	\$ 1,200	\$ -	\$ -	\$ -	\$ 2,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Master Plan Subtotals	\$ 3,700	\$ 14,400	\$ 20,100	\$ 14,160	\$ 11,880	\$ 800	\$ 2,560	\$ -	\$ -	\$ 2,880	\$ 2,320	\$ 960	\$ 2,880	\$ -	\$ -	\$ -	\$ -	\$ 27,000

IMEG proposes to provide the services described within this proposal on a time and materials basis fee not to exceed \$676,860 including expenses. We have included additional fees to complete the Master Plan Update as recommended within this proposal if the Town desires to complete this scope of work. A summary of fees is listed below for your reference.

1. Design of Expansion to WWTP	\$651,860
2. Project Expenses (Cost + 10%)	\$25,000
3. Master Plan Update (Optional)	\$103,640
TOTAL	\$780,500



Notes:

- 1 Fee is based on a construction budget of \$7.0M
- 2 Inclusions: Surveying, Geotechnical Investigation, Mechanical and Electrical
- 3 Exclusions: Construction Administration
- 4

WORK BREAKDOWN STRUCTURE & FEE

EXPANSION DESIGN OF THE LOW POINT WASTEWATER TREATMENT PLANT

WBS No.	Phase / Task Descriptions	Personnel Hours												Budget			Sub Consultants			Total
		Project Principal/Manager Lee Lindeen	Lead Project Engineer Mickey Kavanaugh	Quality Review Daniel Rice	Project Engineers Brett Bohn / Leslie Farnsworth-Lee/ Wendy Daughtry	Structural Engineer	Electrical Engineer Ryan Lorenz	Controls Engineer Ted Wille	HVAC & Plumbing Kirk Roberts	Process Specialist Ron Schlyer	CAD Technician	Clerical	Total Hours	Labor	Expenses	PIC Labor + Expenses	Surveying	Utility Locator	Geotech	
100	PHASE 100 - PROJECT INITIATION & PROJECT MANAGEMENT																			
101	Project Kickoff Meeting - Agenda, Attendance, Minutes	4	8	2						2			16	\$ 2,956	\$ 50	\$ 3,006				\$ 3,006
102	Bi-Weekly 1/2 Hour Conference Calls and Notes (20 calls)	10	10		20								40	\$ 6,378		\$ 6,378				\$ 6,378
103	Project Management and Billing (10 Invoices)	10										10	20	\$ 2,894		\$ 2,894				\$ 2,894
	Subtotal	24	18	2	20	-	-	-	-	2	-	10	76	\$ 12,227	\$ 50	\$ 12,277	\$ -	\$ -	\$ -	\$ 12,277
200	PHASE 200 - PROJECT RECONNAISSANCE/DOCUMENT REVIEW																			
201	Review of Reference Documents and Disseminate Information	4	24		16	8	8	8	4	4			76	\$ 11,729		\$ 11,729				\$ 11,729
202	Verify Existing Conditions at WWTP	4	16		32	8	8		8	4			80	\$ 11,754	\$ 200	\$ 11,954				\$ 11,954
203	Subsurface Investigation and Report		24										24	\$ 3,946	\$ 50	\$ 3,996			\$ 10,000	\$ 13,996
204	Non-Destructive Potholing (Assume 20)		8		16								24	\$ 3,415	\$ 100	\$ 3,515		\$ 7,000		\$ 10,515
205	Surveying		8		4								12	\$ 1,840	\$ 50	\$ 1,890	\$ 13,500			\$ 15,390
	Subtotal	8	80	-	68	16	16	8	12	8	-	-	216	\$ 32,685	\$ 400	\$ 33,085	\$ 13,500	\$ 7,000	\$ 10,000	\$ 63,585
300	CDPHE PERMITTING																			
301	Submit Preliminary Effluent Limits (PEL) Request to CDPHE	4	16	2	24				-	4	-		50	\$ 7,821		\$ 7,821				\$ 7,821
302	Site Application Approval	4	40	2	60				-	4	20	16	146	\$ 19,870		\$ 19,870				\$ 19,870
303	Process Design Report (PDR)	3	40	4	80				-	8	20	16	171	\$ 23,398		\$ 23,398				\$ 23,398
304	Final Design Approval by CDPHE	2	8		8				-	2	-	4	24	\$ 3,501		\$ 3,501				\$ 3,501
	Subtotal	13	104	8	172	-	-	-	-	18	40	36	391	\$ 54,591	\$ -	\$ 54,591	\$ -	\$ -	\$ -	\$ 54,591
400	DESIGN DOCUMENT PREPARATION																			
401	General Sheets	1	8	-	16	-	-	-	-	-	40	2	67	\$ 8,026	\$ -	\$ 8,026				\$ 8,026
402	Site Design	10	72	4	128	-	-	-	-	4	132	8	358	\$ 46,969	\$ -	\$ 46,969				\$ 46,969
403	Process Design	34	176	10	320	-	-	-	-	28	448	11	1,030	\$ 134,658	\$ 200	\$ 135,301				\$ 135,301
404	Architectural Design	6	32	4	-	180	-	-	-	-	156	5	383	\$ 51,259	200	\$ 51,498				\$ 51,498
405	Structural Design	12	64	8	-	238	-	-	-	-	376	8	706	\$ 90,849	\$ 200	\$ 91,290				\$ 91,290
406	HVAC & Plumbing Design	4	24	4	-	-	-	-	160	-	84	4	280	\$ 32,368	\$ 200	\$ 32,543				\$ 32,543
407	Electrical Design	8	32	8	-	-	220	-	-	-	140	8	161	\$ 57,014	\$ 200	\$ 57,115				\$ 57,115
408	Process and Instrumentation Design	8	24	6	-	-	-	124	-	-	104	6	272	\$ 36,926	\$ 200	\$ 37,096				\$ 37,096
	Subtotal	83	432	44	464	418	220	124	160	32	1,480	52	3,257	\$ 458,069	\$ 1,200	\$ 459,839	\$ -	\$ -	\$ -	\$ 459,839
500	DESIGN REVIEWS																			
501	Town Reviews	6	16	2	16	2	2	8	2			2	56	\$ 8,570	\$ 50	\$ 8,620				\$ 8,620
502	Building Department Review	2	8	2	4	4	4	4	4		-	2	34	\$ 5,056	\$ 50	\$ 5,106				\$ 5,106
503	Fire Department Review	2	4	2	4						-	1	13	\$ 2,080	\$ 50	\$ 2,130				\$ 2,130
	Subtotal	10	28	6	24	6	6	12	6	-	-	5	103	\$ 15,707	\$ 150	\$ 15,857	\$ -	\$ -	\$ -	\$ 15,857
600	BIDDING AND CONTRACTOR SELECTION																			
601	Prepare Bidding Documents	4	24		16							0	44	\$ 6,913		\$ 6,913				\$ 6,913
602	Pre-Bid Meeting	4	8									-	12	\$ 2,159	\$ 50	\$ 2,209				\$ 2,209
603	Questions and Addendum	2	24		24	4	4	4	4		8	2	76	\$ 10,763		\$ 10,763				\$ 10,763
604	Evaluate Proposals & Recommendation	2	16		8							2	28	\$ 4,260		\$ 4,260				\$ 4,260
	Subtotal	12	72	-	48	4	4	4	4	-	8	4	160	\$ 24,095	\$ 50	\$ 24,145	\$ -	\$ -	\$ -	\$ 24,145
	Total	150	734	60	796	444	246	148	182	60	1,528	107	4,203	\$ 597,373	\$ 1,850	\$ 599,793	\$ 13,500	\$ 7,000	\$ 10,000	\$ 630,293

Agreement for Professional Services

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of March 16, 2020 ("Effective Date") between
Town of Johnstown, a Colorado home rule municipal corporation ("Owner") and
AQUA Engineering Consultants, LLC., a Colorado limited liability company ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Low Point Wastewater Treatment Plant Expansion ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Customary and basic planning, permitting, and design engineering services of improvements to the Town of Johnstown Low Point Wastewater Treatment Facility (WWTF) to increase the design capacity to 1.5 MGD and 5000 lb/day (organic capacity). While the Project will ultimately include the expansion of the Low Point Wastewater Treatment Plant, this Agreement only relates to the initial phase of the Project, involving the permitting and engineering design phases of the Project. The scope of this Agreement is more fully defined in Exhibit A. Subsequent to completion of the initial phase of the Project as set forth herein, the Parties anticipate, but are not obligated, to execute an amendment to this Agreement to expand the Engineer's services to include construction related services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. Engineer shall perform its services in accordance with the Standard of Care for professional engineering. Engineer's scope of services shall be performed in accordance with the applicable regulations issued by the Colorado Department of Public Health and Environment ("CDPHE") regarding the design and permitting of wastewater treatment facilities; specifically including Regulation 22- *Site Location and Design Approval Regulations for Domestic Wastewater Treatment Works* and Water Pollution Control Program Policy Number: WPCDR-1 – *State of Colorado Design Criteria for Domestic Wastewater Treatment Works*.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall endeavor to provide prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;
 - 2. the presence at the Site of any Constituent of Concern that is not already known or discovered as described in Paragraph 6.10; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer’s services, (b) the Work, (c) the performance of any Constructor to the extent such performance impacts the Engineer’s obligations hereunder, or (d) Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. A preliminary projection, subject to change based on the progression of the Work and other circumstances, for rendering services is provided in AQUA Engineering Services Proposal dated January 2020 (“Proposal”), attached hereto and incorporated herein as Exhibit J, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably if such delay results in additional cost to Engineer.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of

Engineer's compensation, shall be adjusted equitably, but shall only be increased if such change expands the scope, extent or character of the Project or Engineer's services.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. Notwithstanding the foregoing, Engineer shall at all times complete its obligations hereunder in a timely manner to allow the Owner to meet the requirements and deadlines imposed upon Owner by CDPHE.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges, except that Engineer shall not suspend services for the Owner's failure to pay the portion of an invoice that is disputed. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. In its Proposal, engineer designated Consultants to work on the Project, whose services are included in Basic Services described in Part 1 of Exhibit A and whose fees are included in Section C2.01 of Exhibit C, and Owner hereby agrees to retention of those designated Consultants. Prior to the retention of additional Consultants, Engineer shall provide written notice to Owner and allow Owner a reasonable period of time to object to the retention of, and expense related to, the additional Consultants.

- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. If the EJCDC forms are used for the Construction Contract, the general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, upon agreement of the Contractor and as modified by Owner or Contractor, if at all.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the

Construction Contract Documents, except that Engineer shall be obligated, if retained in an amendment to this Agreement, to act as Owner's representative related to the Project and provide all services incidental thereto, including but not limited to, providing certain notifications regarding Constructor's work to Owner.

- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. In addition to exercising the standard of care set forth in 6.01A, while at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer as subsequently set forth in an Amendment to this Agreement, if at all. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of

such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; and (3) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- E. Notwithstanding anything contained herein, the Parties recognize and agree that Owner is retaining Engineer pursuant to this Agreement to complete the Engineering Design Plans. Once completed, as long as Owner has made payments according to this Agreement, the Engineering Design Plans, along with any documents, drawings, specifications and the like included therewith, shall be the Owner's property and Owner shall have the right to use the Engineering Design Plans as Owner desires and shall not be obligated to notify or obtain approval from Engineer for such use.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer may jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer. Engineer shall further require that Consultants procure and maintain insurance in appropriate limits and that Consultants list Owner as an additional insured.
- B. Owner shall procure and maintain insurance.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, to recover for losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, subsequent to the execution of this Agreement, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Suspension and Termination

- A. *Suspension:*

1. *By Owner:* In its sole discretion, Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed or previously unknown Constituents of Concern, as set forth in Paragraph 6.10.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may, in its discretion, set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C. Prior to invoicing, Engineer shall forward to Owner the proposed "reasonable amount" and Owner shall have ten days to review and, in its discretion, object to such amount, in which case the parties shall endeavor to agree upon the "reasonable amount" for such delineated services and expenses.

6.07 *Controlling Law*

This Agreement is to be governed by the Laws and Regulations of the State of Colorado. Venue for any action shall be in the County of Weld, State of Colorado.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. At the time of negotiation of the Construction Contract Documents, upon written request of Engineer, Owner agrees to request that the substance of the provisions of this Paragraph 6.08.B appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern exist at or adjacent to the Site, other than those (i) disclosed in writing to Engineer, (ii) regularly occurring or existing at a wastewater treatment site or (iii) discovered, or should have been discovered, by Engineer during the Engineer's requisite due diligence conducted prior to the execution of this Agreement.
- B. If Engineer encounters or learns of an undisclosed or unknown Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. If Engineer or any other party encounters, uncovers, or reveals an undisclosed or unknown Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed or unknown Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days' notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, as allowed by parties to a contract, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from or relating to the Project, but only to the extent caused by any

negligent and/or willful act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

- B. *No Defense Obligation:* The indemnification commitment in this Agreement does not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- C. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- D. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.
- B. Engineer recognizes and agrees that Owner is a public entity subject to the provisions of the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.* ("CORA"), and that Owner may be required to disclose Documents, records (including cost records), and design calculations pursuant to CORA.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt. Notwithstanding the foregoing, notice may be provided by electronic mail ("E-mail") on the condition that the receiving party acknowledges receipt of the E-mail and does not, upon such acknowledgment, object to the form of notice.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and

enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to

(a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall:
(a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables,

whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and

submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit G, Insurance.
- E. Exhibit H, Dispute Resolution.
- F. Exhibit I, Limitations of Liability.
- G. Exhibit J, Special Provisions. AQUA Engineering Services Proposal dated January 2020.
- H. Exhibit K, Amendment to Owner-Engineer Agreement. NOT USED

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Governmental Immunity*

- A. Nothing contained in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities or defenses provided to, or enjoyed by, Owner under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended from time to time.

8.06 *Appropriation of Funds*

- A. Pursuant to C.R.S. § 24-91-103.6, as may be amended from time to time, Owner has appropriated the money necessary to fund this Project and compensate the Engineer as set forth herein. No change order or other form of directive shall be issued by Owner requiring additional compensable work to be performed by Engineer, which causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract amount, unless the Engineer is given written assurance by Owner that lawful appropriations have been made by Owner to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of this Agreement.
- B. Pursuant to C.R.S. § 29-1-110, as may be amended from time to time, financial obligations of Owner payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

8.07 *Costs and Attorney's Fees*

- A. In the event of litigation enforcing or interpreting the terms of the Agreement, the prevailing party shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses, except that Owner shall only be required to pay such fees to the extent permitted by law considering the limitations set forth in the Colorado Constitution, the Johnstown Home Rule Charter and Colorado statutes, including, but not limited to, those relating to budgeting and appropriations.

8.08 *Illegal Aliens*

- A. Engineer certifies, warrants, and agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this contract and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department of Labor and Employment program. Engineer shall not knowingly employ or

contract with an illegal alien to perform work under this contract or enter into a contract with a sub-consultant that fails to certify to Engineer that the sub-consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Engineer (a) shall not use E-Verify Program or Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the sub-consultant and Owner within three days if Engineer has actual knowledge that a sub-consultant is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a sub-consultant does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Engineer fails to comply with any requirement of this provision or C.R.S. § 8-17.5-101 et seq., Owner may terminate this contract for breach and, if so terminated, Engineer shall be liable for actual and, notwithstanding provisions to the contrary in this Agreement, consequential damages.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: []

Engineer: AQUA Engineering Consultants, LLC

By: _____

By: _____

Print name: Gary Lebsack

Print name: Robert Frchetti

Title: Mayor

Title: Managing Member

Date Signed: []

Date Signed: _____

ATTEST:

Engineer License or Firm's Certificate No. (if required):

Diana Seele, Town Clerk

State of: _____

Address for Owner's receipt of notices:

Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534

Address for Engineer's receipt of notices:

2549 S. Valentia Way
Greenwood Village, CO 80111

Designated Representative (Paragraph 8.03.A):

Matt LeCerf []

Title: Town Manager []

Phone Number: 970-587-4664 []

E-Mail Address: mlecerf@townofjohnstown.co
m

Designated Representative (Paragraph 8.03.A):

Bob Frchetti

Title: Principal

Phone Number: 303-995-7800

E-Mail Address: Bob.frchetti@aquaeng.com

STATE OF COLORADO)

) ss

COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, by Bob Frchetti as the Managing Member of Aqua Engineering, LLC.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

This is **EXHIBIT A**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth in the attached Table.

PART 1 – BASIC SERVICES

A1.01 *Scope of Services Table*

Engineer shall provide the following services as summarized below and described in detail in the following Scope of Services Table:

1. Project Management, Meetings, and Workshops
2. Planning & Wastewater Facility Plan Update
3. Preliminary Engineering (Technical Memos and 30% drawings)
4. CDPHE Site Approval Application
5. Process Design Report (PDR) and 60% drawings
6. Final Design (Construction Plans & Specifications)
7. CDPHE NOV/CDO Compliance Assistance & Facilities Evaluation

A1.01 *Comments and clarifications to the Basic Services Scope Table*

All customary wastewater treatment facilities ("WWTF") permitting, predesign, and design engineering including Civil, Process, Mechanical, Architectural, Electrical/ Instrumentation and Controls are provided. Geotechnical/ Survey Services are also included. The following service are not included:

1. Bidding and Construction Phase Services: Engineer has NOT included bidding assistance or construction phase services as a part of this proposal. Upon completion of the design, Engineer anticipates proposing for the addition of these services to the scope and fee. This approach allows Owner and Engineer to better assess the level of service required based on the final configuration of the WWTF, the complexity involved with its construction, the type of bidding and construction delivery method selected and the costs associated with the level of service that is desired.
2. No permitting fees or fees that may be imposed by CDPHE are included.
3. Funding assistance services, rate studies, environmental impact or NEPA related services, or floodplain mapping services.

Scope Item No.	Title	Description	Major Deliverables
0	PROJECT MANAGEMENT, MEETINGS, AND WORKSHOPS		
0.1	Project Coordination	Develop, maintain, and monitor overall project scope, budget, and schedule	▪ Administrative Guidance / Supervision
0.2	Project Workplan	Prepare Work Plan	▪ Final Work Plan
0.3	Coordination Meetings	Conduct coordination meetings with Town	▪ Meeting Agendas & Minutes
0.4	Progress Status Updates	Prepare Monthly Progress Status Updates for Town	▪ Progress Status Updates
1	PLANNING, WASTEWATER FACILITY PLAN UPDATE, and FUNDING ASSISTANCE		
1.1	NFRWQPA Facility Plan Update	Update the Town's 2011 Wastewater Utility Plan per recently adopted Utility Plan Guidance (Jan 2020) . Submit and present WWUP to NFRWQPA.	▪ Utility Plan Update
1.2	Preliminary Effluent Limits	Request preliminary effluent limits/ follow up discussions with CDPHE (Fee paid by Town)	▪ PEL request to CDPHE WQCD
1.3	Basis of Design Development & Memorandum	Prepare a Planning Basis of Design Memo outlining the upgraded facility hydraulic and organic capacity, influent character, key assumptions & effluent limits/ goals. Estimate likely potential Reg 31 limits.	▪ Overall Basis of Design Memo (Draft)
1.5	Site Survey of WWTF (planimetric data) and Geotechnical Engineering	Survey existing area for proposed improvements, perform geotechnical evaluation of area for proposed improvements. Performed by a Professional Land Surveyor & Geotechnical Engineer (Subconsultants)	▪ Survey drawing, geotechnical report
2	PRELIMINARY ENGINEERING		
2.1	<i>Technology and Equipment Memoranda: Alternatives analysis and selection (recommendation); and preliminary engineering</i>	Finalize Overall Basis of Design and prepare technical memorandum for each focus area to include: Preliminary Treatment (Headworks); Advanced BNR Secondary Treatment; Tertiary Treatment; Disinfection; Biosolids Handling; and Electrical, Instrumentation and Controls. Assist Town with evaluation and selection of the desired improvements. Memorandum to include alternatives identification and analysis, basis of design and technical summary, equipment datasheets, vendor information and information. BNR Alternatives limited to 3 process technologies: SBR, AGS, and MBR.	▪ Each focus area will have a separate Draft TM. The TMs will be written in consecutive fashion and will form the basis of the Draft Site Application ER and will be incorporated into the Final ER.
2.2	30%(preliminary) Design Drawings	Prepare Preliminary (30%) design drawings showing design concept and preliminary site and building design and layouts. Prepare 30% Opinion of Probable Costs (OPC).	▪ Progress Prints and Specifications for design workshops.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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Scope Item No.	Title	Description	Major Deliverables
3	CDPHE SITE APPROVAL APPLICATION		
3.1	Draft Site Application	Prepare a CDPHE SA and SA Engineering Report (ER) conforming to CDPHE requirements (Regulation 22). Dedicate shareholder meeting to reviewing Draft SA. Submit to referral agencies and CDPHE. SA ER will be based on the Technical Memoranda and preliminary drawings prepared under Task 2. Provide follow-up coordination and correspondence with CDPHE and referral agencies including NFRWQPA. Prepare and Attend one NRWQPA Meeting to present SA. CDPHE Site Application fee paid by Town.	▪ Draft SA for Town Review
3.2	Final Site Application		▪ Final SA for Town review
3.3	Site Application Submittal to CDPHE		▪ Final SA sent to CDPHE for review and approval
3.4	CDPHE Review		▪ CDPHE review and approval ▪ NFRWQPA Presentation and Correspondence
4	PROCESS DESIGN REPORT (PDR) & 60% Design Drawings		
4.1	Prepare Draft PDR	Prepare PDR Chapters for each unit process and infrastructure area, including technical summary, process design calculations, equipment datasheets, vendor information and mandated information required in CDPHE WPC-DR-1 for CDPHE approval. Compile completed TMs into the final PDR.	▪ Draft PDR
4.2	60% Design Drawings & Specifications	Prepare (60%) design drawings and specifications for use internally, and for the PDR. The design will incorporate revisions from workshops. Prepare 60% OPC.	▪ 60 % Design Drawings
4.3	Town Review and Workshop	Review Draft PDR and 60% design drawings to Town Staff and consultants	▪ Review Workshop Materials, Agenda, and Meeting Notes
4.4	Finalize PDR / submit to CDPHE	Finalize and submit PDR to CDPHE to review and approval.	▪ PDR Submittal (P.E. Stamped)
4.5	CDPHE Review	Review and respond to technical and process design questions from CDPHE	▪ Review Response to CDPHE
5	CONSTRUCTION PLANS & SPECIFICATIONS (FINAL DESIGN)		
5.1	Project Design Workshops	Conduct periodic design workshops with key Town Staff and plant operators as appropriate. The meetings will vet new ideas and concepts, confirm decisions, as well present design changes from earlier discussions. This will occur throughout the process starting after completion of the Task 2 – Preliminary Design.	▪ AQUA will produce a progress set of drawings prior to the meetings. Each meeting will include meeting minutes and scans of key mark ups.

Exhibit A – Engineer’s Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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Scope Item No.	Title	Description	Major Deliverables
5.2	Final Design Drawings & Specifications	Prepare final bid documents and Project Manual. Prepare Final OPC. Present final "for Bid" plans to Town for acceptance.	<ul style="list-style-type: none"> Bid set (Contract Documents), including drawings, specifications and bid documents in CSI format, along with required Town forms and specifications.
5.3	CDPHE Submittal & Streamlined Review	Meet with CDPHE, and present and review the Final Design. Submit to CDPHE for review and approval using "CDPHE Streamlined Design Review process"	<ul style="list-style-type: none"> Send Final Design to Town and the CDPHE for review and approval.
6	CDPHE NOV/CDO COMPLIANCE ASSISTANCE AND FACILITY EVALUATIONS		
6.1	Compliance assistance and Facility Evaluations	Provide engineering services as required in CDPHE's Jan 23, 2020 NOV/CDO. Specifically, perform facility evaluations and draft/submit a report for Town's Central WWTF and the Low Point WWTF's that meets the requirements of Items 28 and 30 of DO 200123-1, and Items 23 and 25 of DO 200123-2 of the NOV/CDO respectively. Services include a one day of facility site visits and meetings with Town Staff and Ramey Environmental Compliance. General compliance consulting is also included. We have assumed the monthly progress reports will be prepared and submitted by Town Staff or REC; however we have budgeted time to contribute to these reports.	<ul style="list-style-type: none"> Combined Facility Evaluation Report for both the Central WWTF and the Low Point WWTF
7	CONSTRUCTION BIDDING ASSISTANCE – FUTURE TASK		
7.1	Bidding Assistance	Addressing RFIs and Addendum. Attend pre-bid meeting and did opening.	<ul style="list-style-type: none"> Answering RFIs and issuance of addendum.
	CONSTRUCTION MANAGEMENT – FUTURE TASK		
8.1	Construction Start	Attend Kick off meeting	<ul style="list-style-type: none"> Kick off meeting
8.3	Resident Engineer	Provide Resident Engineer as needed for Construction Period, to observe critical construction, document work, and provide observation logs (daily reports), Additional site visits by Project Manager and other Key staff to inspect construction and equipment as needed and to be determined by Director of Public Works.	<ul style="list-style-type: none"> Daily inspection logs

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C. The Parties recognize and agree that many of the listed Additional Services do not apply to this initial phase of the Project, developing the Engineering Design Plans, but may be applicable to subsequent phases of the Project. Pursuant to an amendment to this Agreement, certain of the Additional Services listed herein may become a Basic Service during such subsequent phases of the Project.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional alternative solutions beyond those agreed to in Paragraph A1.01.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

- c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
 - 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 - 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 - 11. Services during out-of-town travel required of Engineer, other than for visits to the Site, Owner's office or CDPHE's offices as required in Basic Services (Part 1 of Exhibit A).
 - 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 - 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 - 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 - 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 - 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates, but only upon Owner's prior written approval.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer shall request and obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. If Engineer is retained to provide bidding assistance, provide Engineer with Owner's bidding requirements.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 - 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

- E. Arrange for safe access to and make all provisions for Engineer to enter upon public property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. If requested, provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Upon request, advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, the parties may define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

This is **EXHIBIT C**, consisting of [] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated March 16, 2020.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

T. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. A Lump Sum, not to exceed, amount of \$ 577,584 based on the following estimated distribution of compensation:
 - a. Project Management, Meetings, Workshops: \$ 59,344
 - b. Planning and Wastewater Utility Plan Update: \$ 36,606
 - c. Preliminary Engineering: \$ 118,820
 - d. CDPHE Site Approval Application: \$ 16,440
 - e. Process Design Report and 60% Design Drawings: \$ 166,040
 - f. Construction Plans and Specifications: \$ 150,334
 - g. CDPHE NOV/CDO Compliance Assistance & \$30,000 Facilities Evaluation:
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill

for any such Reimbursable Expenses incurred during the billing period as an additional amount to the stipulated lump sum.

- U. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 16 months. If such period of service is extended, the compensation amount for Engineer's services may, by written agreement, be adjusted.

C2.02 *Compensation For Reimbursable Expenses*

- A. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the Reimbursable Expenses.
- B. For budgeting purposes only, Reimbursable Expenses are estimated to be \$12,500.
- C. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C. To the extent the Reimbursable Expenses are not expressly set forth in Appendix 1, Engineer shall only invoice Owner for such expenses to the extent reasonable.
- D. Reimbursable Expenses include the following, to the extent reasonable: transportation (including mileage), lodging, and subsistence incidental thereto; upon the prior written consent of Owner, providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- E. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.1.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1, except that Engineer's Consultant's charges are already included in C2.01. If additional Consultants are retained, Engineer shall obtain the prior written consent of Owner.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
 2. *Standard Hourly Rates are as set forth in Appendix 1 to this Exhibit C.*
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses may include the expenses identified in Appendix 1 and the following categories, to the extent reasonable: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 4. The Reimbursable Expenses Schedule may be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer on the condition that such Schedule is provided to Owner at least thirty (30) days in advance of the proposed increase.
- C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Reimbursable Expenses Schedule

AQUA RATE SHEET AND REIMBURSABLE EXPENSES SCHEDULE ATTACHED

2020 BILLING RATE SCHEDULE

Civil Engineering Hourly Billing Rates

Senior Principal Engineer	\$195
Principal Engineer/Project Manager	\$170
Project Engineer III	\$145
Project Engineer II	\$135
Project Engineer I	\$120
Planner/Funding Specialist	\$110
CAD Designer III	\$105
CAD Designer II	\$100
CAD Designer I	\$95
Administrative/Project Coordinator	\$80
Const. Management Specialist	\$120
On-Site Construction Inspection	\$110

Electrical & Controls Engineering (SKM) Hourly Billing Rates

Electrical Principal Engineer	\$170
Project Engineer III	\$145
Electrical Engineer II	\$125
Electrical EIT	\$110
Electrical Project Manager	\$160
CAD Designer III	\$120
CAD Designer II	\$100
CAD Designer I	\$90
Senior Controls Engineer	\$135
Controls Engineer	\$125
Junior Controls Engineer	\$115
Electrical Transmission Engineer	\$155
Administrative	\$80

Reimbursable Expenses Schedule

Direct expenses will be charged at actual cost plus 10% for handling and insurance. Reimbursable (direct) expenses may include, but are not limited to:

Additional outside professional services provided beyond those stipulated in the scope of work; Additional copies of reports, drawings, etc. beyond those stipulated in the scope of work; Postage, courier fees, and shipping; Project vehicle mileage (which will be charged at the current IRS rate); Owner-approved, project-related purchases; Project business meals and lodging; Resident project engineer equipment and rental; and Printed Photos.

This is **EXHIBIT G**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 16, 2020.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$[1,000,000]
 - 2) Bodily injury by disease, each employee: \$[1,000,000]
 - 3) Bodily injury/disease, aggregate: \$[]
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$[1,000,000]
 - 2) General Aggregate: \$[2,000,000]
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$[5,000,000]
 - 2) General Aggregate: \$[5,000,000]
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$[1,000,000]
- f. Professional Liability --
 - 1) Each Claim Made \$[2,000,000]
 - 2) Annual Aggregate \$[2,000,000]
- g. Other (specify): \$[]

2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 Dispute Resolution

C. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by, unless the parties otherwise agree, the Judicial Arbitrator Group in Denver, Colorado. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. Owner and Engineer shall share equally in the cost of the mediation. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

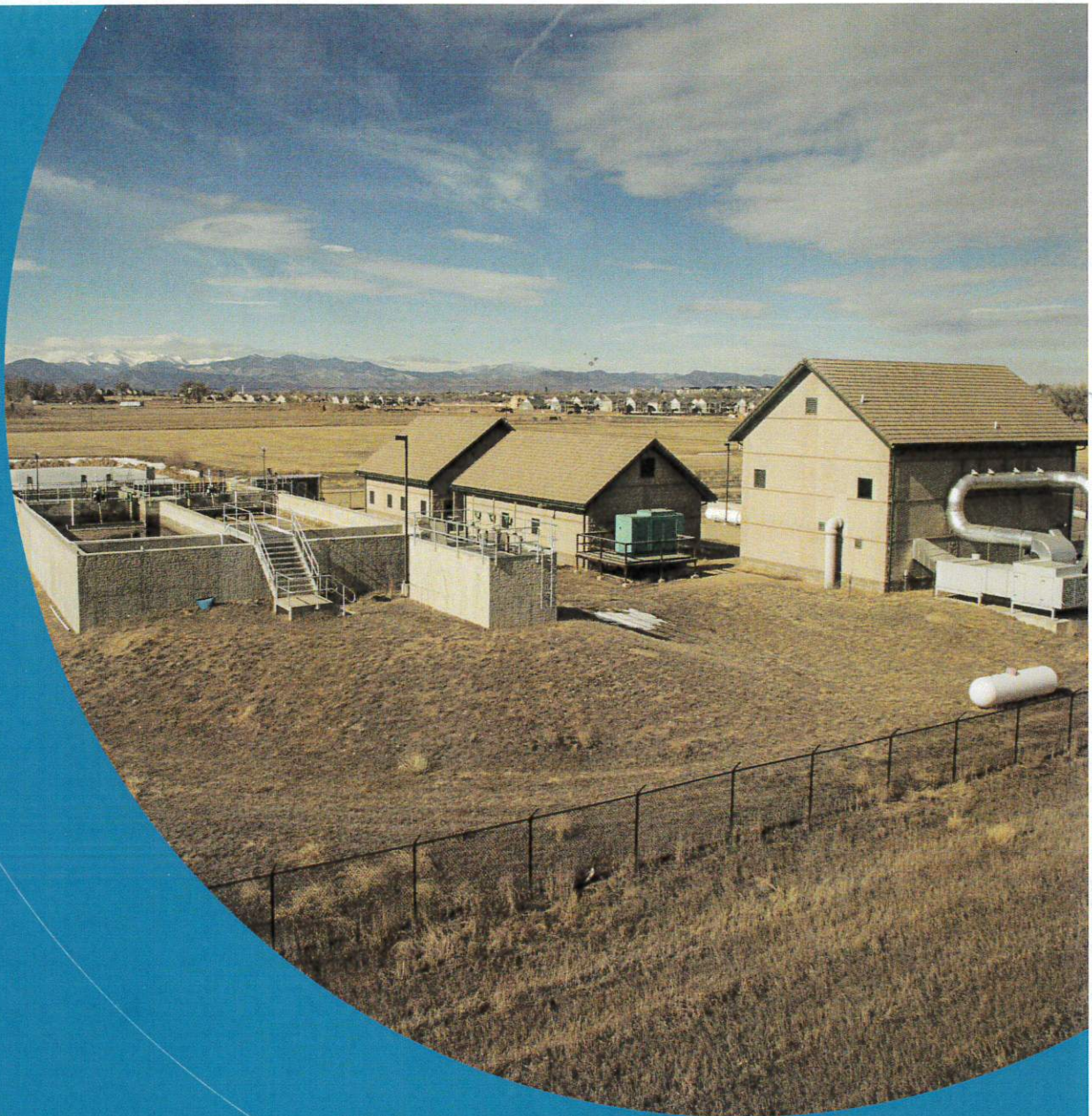
Limitation of Engineer's Liability

Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed Engineer's total insurance limits as set forth in Exhibit G to this Agreement. If no such insurance coverage is provided or paid with respect to Owner's Claims, Engineer recognizes and agrees that Engineer remains liable for the total liability of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such liability.

This is **EXHIBIT J**, consisting of [102] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Special Provisions – AQUA ENGINEERING SERVICES PROPOSAL DATED JANUARY 2020.

AQUA Engineering Services Proposal dated January 2020 is attached hereto and incorporated herein ("Proposal"). To the extent of a conflict between the Agreement and the Proposal, the terms of the Agreement shall control.



Professional Engineering Services Proposal

**Expansion Design of the Low Point
Wastewater Treatment Plant 0.5 to 1.5-MGD**

Town of Johnstown

January 2020

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Section 2 - Project Overview & Approach

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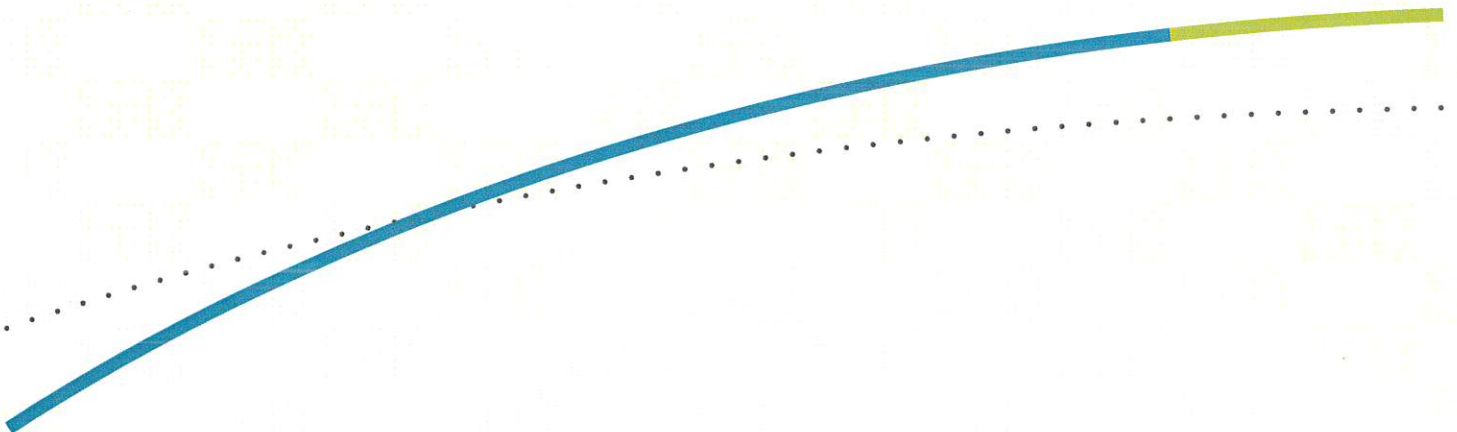
Section 4 - Staff Qualifications

Section 5 - Related Project Experience

Section 6 - Project Schedule

Appendix A - Resumes

Appendix B - Technical Supplement





Marco Carani
Director of Public Works
Town of Johnstown
450 South Parish Avenue
Johnstown CO, 80534

January 31, 2020

RE: AQUA/SKM Professional Engineering Services Proposal for Expansion Design of the Low Point Wastewater Treatment Plant Expansion 0.5 to 1.5-MGD

Dear Marco,

Thank you for the opportunity to provide our professional Statement of Qualifications for the Low Point WWTP Expansion Project. AQUA Engineering will engage and collaborate with the Town's staff and Ramey Environmental Compliance to develop project which best uses your existing facility, is cost effective to construct, easy to operate and maintain, and prepares you for future regulations. We are excited to share our ideas and innovative solutions with the Town.

AQUA Engineering and our in-house affiliate SKM are a full-service team of 70 people. We specialize in the planning, design, construction, and operations of water and wastewater treatment facilities. AQUA Engineering was founded in 1991 has been delivering wastewater facility projects for 26 years. We have all of the core wastewater engineering and construction management disciplines in-house, including: process design; civil; structural; mechanical, and system integration, controls and electrical (ICE).

AQUA Engineering is also somewhat unique in that our principal engineers are all actively engaged in the actual engineering and project delivery. Our core team proposed to serve the Town includes 4 principal engineers who are also firm owners - and thus the Town of Johnstown will work with our "A-Team" We also note that due to our efficiency and low overhead; we can provide this high level of service and experience at competitive billing rates.

AQUA Engineering joined forces with Bob Frchetti (formerly of Frchetti Engineering) in 2018 to open a Denver, Colorado office. Bob has over 29 years of wastewater engineering experience - of which 26 years are in Colorado. Bob will lead the AQUA Engineering project team as the Project Manager/ Principal-in-Charge. Bob Frchetti and AQUA Engineering have a reputation and successful history of efficient, cost-effective, and innovative projects. We are uniquely qualified for this project - with relevant experience and a proven track record with multiple similar WWTF's providing innovative nutrient control and solids handling solutions. We are also very experienced with alternative project delivery including design-build and CMAR.

Please contact Bob Frchetti with any questions about our qualifications or our concept ideas. We encourage you to contact our references. Thank you for the opportunity to work with the Town of Johnstown!

Sincerely,

Bob Frchetti, P.E.,
Principal



Section 1

Identification of Proposer



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Greenwood Village, CO 80111
720.667.1250

AQUA Utah
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Bountiful, UT 84010
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AQUA Engineering (AQUA) and SKM Engineering (SKM) are highly qualified engineering firms working together to provide innovative engineering solutions to clients nationwide. We specialize in water & wastewater treatment and EI&C solutions. AQUA/SKM consists of a team of over 70 experienced engineering professionals, designers, programmers, technicians, and associates who are capable of solving your needs and committed to your service. Together, we are able to give you the best engineering experience possible.

Quality Service

Our Principal engineers take a hands-on approach in overseeing projects from initial planning and funding through final design and construction to ensure our work is finished on time, within budget, and complies with the highest standards. Most of our work is from repeat clients who recognize that our attention to detail and innovative approach gives them the most value for their investment. We are well known for providing quality services with minimum overhead and competitive fees.



Proven Experience

Our engineering experience goes well beyond textbook designs. It is based on years of working with operators and on our proven track record of designing and building new facilities as well as improving and upgrading the performance hundreds of existing facilities. Our experience and innovation is key to how we execute projects and build trust with those we work with.

Personnel Contact Information

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Associate Firm Introductions



Garver
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Garver is an employee-owned multi-disciplined engineering, planning, architectural, and environmental services firm. With more than 700 employees spread between more than 30 offices in 13 states, Garver offers a wide range of services with a focus on aviation, construction, facilities design, federal, power, transportation, survey, and water.

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303.857.9280

High Plains Engineering & Design, LLC (High Plains) specializes in civil, geotechnical, and structural engineering. High Plains is made up of professional people providing innovative and quality engineering services that improve quality of life.

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DMA Engineering
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Whether you are an owner, designer, builder, or building manager, you can trust DMA Engineering to deliver high-performing Energy, Mechanical and Plumbing solutions.

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Section 2

Project Overview and Approach

Introduction

The AQUA Team will come together with the Town of Johnstown and your operations specialist Ramey Environmental Compliance to form a cohesive team. This Team will work together to plan, design, and construct a high-quality, affordable, and easy to operate and maintain WWTF expansion that meets current and future regulations. Specifically, in this section of our proposal we will:

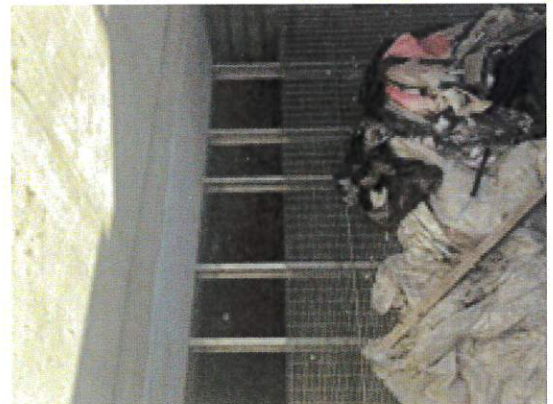
- Summarize our Project Understanding;
- Discuss our Technical Project Approach.
- Present our proposed Project Plan, including our Scope of Services and Deliverables. We will also discuss value-added services AQUA can offer the Town, including CMAR as an alternative project delivery method.

Your project is an excellent fit for us, and our team has delivered many similar facility upgrade projects. These experiences allow us to deliver an efficient and cost-effective scope and associated fee, and our innovative ideas will save the Town money in both capital costs and operations and maintenance costs.

Project Understanding

AQUA has reviewed the Request for Proposal documents, the Town's latest Wastewater Utility Master Plan (TEC, 2011). and studied the existing facility design drawings (JHC, 2004). We have also visited the WWTF and met the Town's operations and public works staff. We have solid understanding of the existing facility and needs of the proposed project.

- The existing influent pump station was designed with Archimedes screw pumps and retrofitted with Gorman Rupp Self-priming pumps. Grease, deposition and floatables are a problem in the existing influent channel.
- The adjacent headworks is elevated in a two-story building. Based on the Utility Plan, the existing headworks equipment is not adequately sized for peak hour flows associated with a 1.5 MGD capacity rating. Further, the equipment is approximately 15 years old and nearing the end of its useful life.
- The Sanitaire ICEAS SBR process has performed well, however, the current influent BOD and TKN concentrations are higher than anticipated in the original design; and the plant organic capacity is approximately 75% of its rated capacity. BOD concentrations have been reported at greater than 500 mg/L. Wastewater temperatures range from 8 to 14 deg C.
- To achieve the target 1.5 MGD capacity, the SBR process would need to be expanded by adding at least 4 additional SBR trains, and additional aeration capacity (blowers and diffusers).
- The existing disinfection system is undersized for the peak hour flow associated with a 1.5 MGD rated capacity.
- The site has a groundwater dewatering pumping system near the headworks. However, groundwater dewatering



will be a construction challenge (and cost).

- The facility lacks dedicated solids dewatering. A mobile dewatering system (Prime Solutions) is used as needed with marginal results. As the plant capacity increases sludge handling costs will increase.

We understand the project purpose, goals, and major project elements are identified below.

Project Goals

- Expand the facility capacity from 0.5 MGD to 1.5 MGD, with consideration for future expansions and community growth.
- Provide an improved treatment process to reliably and efficiently treat organic loading observed at the WWTF and the ability to comply with pending nutrient and potentially metal permit limits.
- Upgrade the treatment process for total nitrogen (nitrification and denitrification) and phosphorus control; in consideration of current CO Regulation 85 and pending Regulation 31 strict nutrient limits.
- Optimize processes by replacing and upgrading aging equipment
- Design a facility that is resilient, flexible, reliable, and easy to operate and maintain.
- Complete the design and construction expeditiously, in consideration of the ongoing growth and limited remaining capacity of the current. The facility is expected to reach 90% capacity by 2021.
- AQUA thus has a clear understanding of the project purpose and the Town's needs.



Technical Approach & Preliminary Design Concept

Concept Design Overview and Overall Basis of Design

AQUA will design the Town's WWTF Expansion and Upgrade Project in accordance with excellent engineering practices and the professional standard of care, and with CDPHE Regulation WPC-DR-1 – Design Criteria for Domestic Wastewater Treatment Works. In summary, AQUA's preliminary process design will upgrade the Low Point WWTF to have a maximum month hydraulic capacity of 1.5 million gallons per day and an approximate organic BOD5 capacity of 5004 lb/day (@ 400 mg/L). The exact rated organic capacity will be set after review of historical influent BOD values and input from Town and REC.

The upgraded treatment plant will be designed to meet target effluent limits of 15 mg/L for BOD5, 2 mg/L for ammonia, Total Nitrogen (TN) of < 5 mg/L, and Total Phosphorus (TP) of 0.1 to 0.3 mg/L; in anticipation of forthcoming nutrient limits for the facility (Regulation 31). Phasing of infrastructure and equipment may be used to meet the future anticipated effluent nutrient limits.

We have developed two alternate preliminary technical design and facility layouts that will provide the Town with a reliable, resilient, flexible and easy to operate facility for the best value. We have performed preliminary process calculations needed to size the required infrastructure and unit processes, and we are confident in the feasibility of our preliminary design concepts. We also propose to include the design of project enhancements that were not specifically requested in the RFP that we believe can be constructed for minimal additional project cost and are needed to meet the Town's goals.

Our concept designs are based on creative use of existing facility infrastructure and maximizing the efficiency and functionality of the current site layout. Specifically, in addition to the default approach to expand the facility as a Sanitaire ICEAS SBR by adding 4 additional trains, we are suggesting that the Team evaluate two additional enhanced BNR technologies to retrofit the biological process. Thus, we propose to evaluate the following three core treatment processes for the expansion and upgrade:

- Sanitaire ICEAS SBR (Add 4 additional SBR trains), with tertiary filters.
- Membrane Bioreactor (MBR) with an enhanced biological nutrient (EBNR) configuration; and
- Aerated Granular Sludge (AGS), with EBNR capability, with tertiary filters.

MBR and AGS technologies are both high-rate enhanced biological nutrient removal processes that would allow the facility to triple its capacity (0.5 to 1.5 MGD) without having to add four additional process basin trains. They are also proven in their capability to achieve low nutrient limits.

We also propose to design improvements to the influent pumping system, headworks, blower building, disinfection process, effluent filtration (for TP control), and add solids handling (dewatering).

Figures 1 and 2 present conceptual site schematics based on infrastructure needed for AGS and MBR technologies. Common project elements are shown on both schematics.

Preliminary Design Discussion - Unit Process Infrastructure

A summary of our preliminary design ideas follow for each major process and/ or infrastructure area.

Influent Pumping

Current System Issues

- AQUA has not evaluated the current pumping capacity of the Gorman Rupp pumps. However, we anticipate that these pumps are undersized to handle the projected peak hour flows. For a 1.5 MGD rated facility capacity (max month avg day flow), the existing influent pump system and wet well arrangement would need to be expanded to handle a "firm" peak hour flow of at least 4.5 MGD. This assumes a peak hour peaking factor of 3. If the peaking factor is 4; the peak hour pumping capacity would need to be 6 MGD (4166 gpm).
- We are also aware that the current pumping configuration results in accumulation of grease, floatables, and grit in the influent wet well channel.
- At future flows, the current wet well will have insufficient working volume without surcharging the influent sewer. Allowing a deeper operating level would also result in additional grit deposition, accumulation of floatables and grease, and resultant odors and pumping problems.
- We acknowledge the Town's desire to add an automatic screen ahead of the influent pump wet well so the pumps can pump screened influent and have less.

Proposed Technical Approach

Retrofit the influent pump station into a self-cleaning trench type wet well. This retrofit would consist of a new narrow wetwell trench constructed along the east side of the existing wetwell/pump station. The trench invert would be approximately 3 feet lower than the current wet well floor; and the elevation transition would occur across a cleaning ramp. Three submersible pumps would be placed "in-line" in the trench. The last pump would be further depressed in a pump pit to serve as the cleaning cycle pump. The Hydraulic Institute recognizes this innovative design for hydraulic efficiency and effectiveness in virtually eliminating wet well maintenance.

While with his former firm (Frachetti Engineering) AQUA Project Manager Bob Frachetti designed a nearly identical self-cleaning wet well system for the City of Boulder at their 4000 gpm IBM Lift station; as well as similar systems (with pre-rotational basins) for the 12 MGD St Vrain Sanitation District WWTF influent pumping station, and the 3 MGD Edwards CO WWTF (Eagle River Water and Sanitation District) influent pumping system.

Go to <https://www.youtube.com/watch?v=TuMrPxbF3OY>

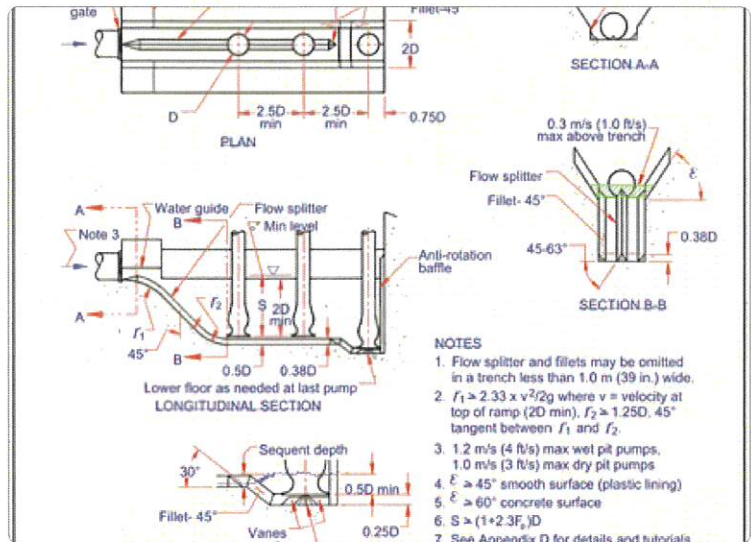
to see a video of the Boulder IBM lift station in its cleaning cycle. AQUA can also arrange a site visit or you may contact Chris Douville, City of Boulder Wastewater Treatment Manager, at 303-413-7341 or 303-482-7409 (cell).

In addition, we recommend pump clogging can be addressed by careful selection of the submersible pump impeller and manufacturer, and also including an anti-clog reversing motor with controls (De-ragger II) that senses and clears clogs while also saving energy. AQUA has deployed this technology and device at Brigham City, Utah. <https://deragger.com/>

Headworks

Current System Issues

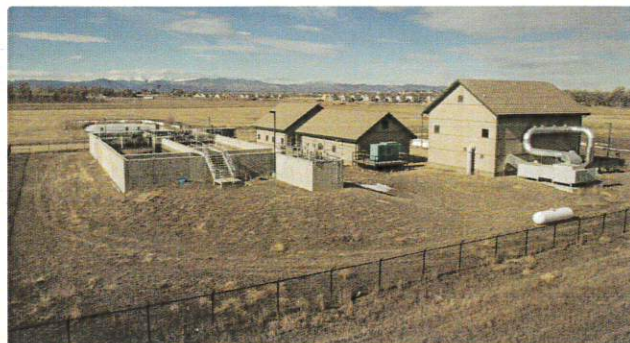
- Based on our facility visit and the information contained in the Town's 2011 Utility Plant, the existing headworks is sized for a 1 MGD rated plant capacity and is thus undersized for the projected future 1.5 MGD facility capacity which could have peak hour flows of 4.5 to 6 MGD.
- There is better screenings and grit removal equipment now available that is more efficient with less maintenance.
- Also, AQUA does not favor an elevated (second floor) headworks if avoidable due to access challenges (man stairs and equipment replacement).
- CDPHE has questioned the accuracy of the flume and its geometry.



Proposed Technical Approach

Construct a new modern headworks facility directly to the east of the biological treatment process basins.

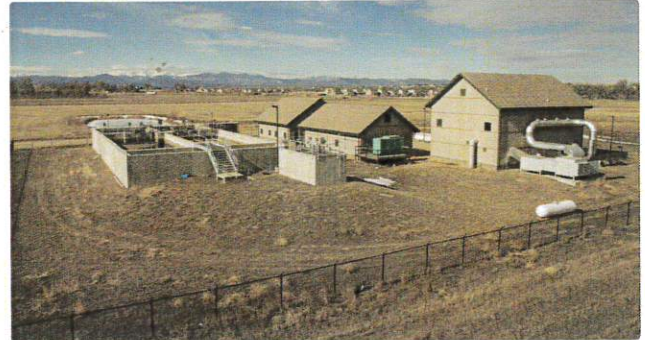
- The new headworks building will be partially elevated with only a few steps to access the floor elevation – which would be set about 1 foot higher than the top of wall elevation of the adjacent treatment basins.
- Raw influent would be pumped from the new self-cleaning trench wet well pump station to the new headworks.
- A magnetic flow meter would be used for very accurate and low maintenance influent flow measurement.
- New headworks equipment including sampling, fine screening, screening washing/ compactor, and grit removal would be provided. For screen selection, equipment would be all SST with opening size selected based on the downstream biological process used. If an MBR process used, we would use a 2 MM screen. For grit, options include standard vortexing grit chambers or an advanced headcell chamber, paired with conventional grit classifier or advanced grit removal system like Hydro International's "Teacup". <https://www.hydro-int.com/en/products/teacup>
- Since the building will be partially elevated, screenings and grit would drop into a container at the ground level room (common headspace) and removed via an overhead door access.
- Screened and de-gritted wastewater would be directed (hydraulically equally split) to the process basins via an influent channel with weir gates. The existing flow split structure would be demoed/ replaced.



Enhanced Biological Nutrient Removal Process

Current System Issues

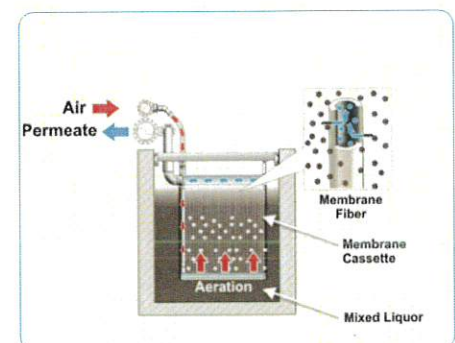
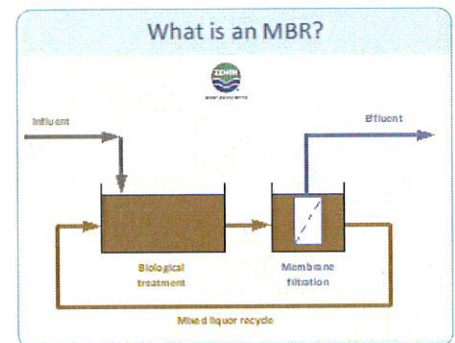
- The ICEAS SBR process is a solid process for BNR. However, due to the long (24 hr) hydraulic retention time, and nominal MLSS concentrations of 3000- 3500 mg/L, facility expansion to 1.5 MGD with strict nutrient limits would require 4 new SBR trains be constructed.
- Due to the current construction climate, qualified general contractors are very busy, and cast in place concrete costs are high. Building 4 new SBR basins and associated sludge digesters will be expensive, and the equipment (controls, diffusers, blowers, valves, piping, decanters) will add to the cost. Groundwater management will also add to the cost due to the high site groundwater levels.
- Time /construction duration is also a factor, 4 more basins will extend the project construction time.
- Regarding nutrient control, the ICEAS SBR process can achieve less than 5 mg/L TN. However, this process is not designed to provide phosphorus control to the expected 0.3 mg/L which will likely be required by Reg. 31. Thus, phosphorus would need to be reduced by metal salt addition (ex. ferric chloride). This will require chemical storage facility and pumps and potentially tertiary filters– which are more expensive to maintain than other treatment system that use biological phosphorus removal along with chemical addition.



Proposed Technical Approach

Retrofit the existing SBR basins with an Enhanced BNR Treatment Processes such as MBR Aerated Granular Sludge (AGS) Technology.

- Both MBR and AGS technology are attractive advanced treatment options that we believe will save both money and construction time, while allowing easy phasing. The primary reason is not having to construct 4 new SBR basins and fit with equipment.
- Both technologies operate at effective biomass concentrations (MLSS) that are 2.5 to 3 times the MLSS in the ICEAS SBR process; at hydraulic detention times that are between 8-12 hours. This allows more treatment to be accomplished per unit volume.
- AQUA calculates that with MBR technology, the existing basins have sufficient volume to treat 1.5 MGD.
- With AGS technology, only one train would need to be added (vs. 4 with an SBR expansion).
- Neither MBR or AGS technologies require secondary clarifiers and can be retrofitted easily into the existing basins.
- For all processes, we will evaluation aeration needs, and consider addition of high efficiency blowers.



SECTION 2 - PROJECT OVERVIEW AND APPROACH

- **The MBR approach** would use an MBR equipment building located west of the existing aerobic digesters. The MBR modules would be installed in one of the aerobic digesters. The remaining digester could be retained or converted to a post-anoxic reactor for additional nitrogen control if needed.
- The aerobic digesters would need to be replaced, but smaller digesters could be used, since the WAS from the process is essentially pre-thickened by the membranes compared to SBR WAS concentrations.
- An MBR would provide very high-quality filtered effluent. This would allow the option (pending water rights) for reclaimed water use. An in-vessel (in pipe) UV reactor could be used, which would replace the existing chlorination system and need to expand the undersized chlorine contact tanks. The chlorine contact tanks could be converted to a reclaimed water pump station.
- Additional information on MBR technology and a preliminary proposal from SUEZ water is included in the Technical supplement found in Appendix B.
- **AGS technology** is also very attractive due to ability to achieve enhanced nutrient removal in a very compact footprint. AGS is new to the USA but has over 40 successfully operating facilities worldwide. Many industry leaders consider this technology to be at the forefront of the next generation of advanced wastewater treatment.
- AGS also does not require decanters. Influent is continuously fed and discharged, thus downstream disinfection and filtration processes can be based on continuous flow and sized for peak hour flows instead of peak SBR decant flows.
- We recommend filtration for all three technologies, to address future strict phosphorus limits. (MBR has inherent filtration included)

The AQUA team is extremely well qualified in all three technologies being considered: SBR, AGS and MBR.

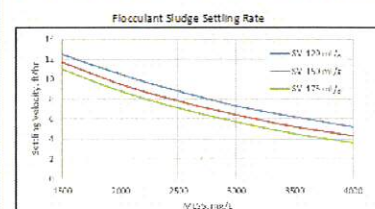
- Bob Frchetti recently designed two Sanitaire ICEAS SBR facilities (Bennett, CO, and Lyons, CO). Thus, if the Team decides to retain this technology, we are very experienced.
- Bob Frchetti and AQUA have designed 21 MBR facilities and know how to optimize the design to maximize efficiency and minimize maintenance. We are currently designing an MBR for Santa Fe County (NM) and also the South Davis Sewer District (UT)

AQUA is also very excited to have subconsultant Garver on our Team, and specifically Bob's long-time colleague Dr. Sean Scuras. Sean and Bob worked together at RTW in the 1990's. Sean is a national AGS expert and was the lead designer of the first AGS facility in the USA: the Riviera Utilities AGS SBR (3.5 MGD).

Sean is also a nationally recognized expert in advanced nutrient removal and was an author of EPA's Nutrient technology publications. His hands-on experience implementing AGS technology is a huge asset to the Team. Sean's qualifications (and publications list) are included in Appendix B, along with the presentation he presented (Nov 19th) on the AGS technology and project.

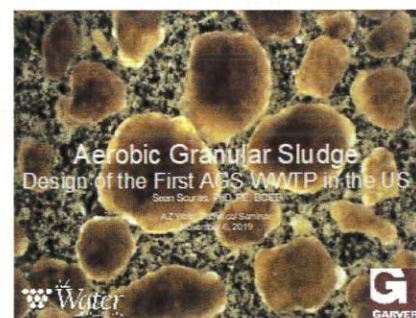


AGS allows us to triple the mixed liquor concentration and reduce the footprint



AGS SBR Mechanical Simplicity

- Mechanically simple and familiar
- No mechanical equipment in AGS tanks
- Simpler than SBR; no decanter, no mixer
- Blowers and fine bubble diffusers
- Constant fill and discharge so no need for post EC prior to filtration or disinfection
- Often needed for SBR systems to prevent an increased discharge flow rate when discharge is less than 24 hrs/day
- Filter and disinfection sizing for AGS based on continuous flow



Disinfection

Current System Issues

- The current process uses chlorine disinfection with chlorine contact tanks.
- The existing contact tanks are sized for the peak decant rate from the SBR's. Per the Utility Plan, they have an equivalent rated capacity of 1 MGD, and are thus undersized for the desired 1.5 MGD facility design flow rating.
- If chlorination is retained as the disinfection approach, the basins will need to be expanded. Like the SBR basins, this is costly due to both concrete costs and also construction duration.

Proposed Technical Approach

Convert the Disinfection Process to UV and add Tertiary Filtration.

- The UV reactor location, sizing, and configuration depends on which biological treatment technology is chosen.
- If MBR technology is used, the MBR effluent will consistently be very high quality (low turbidity). Thus, an in-line UV reactor (installed in a pipe) could be used. The UV system could then be installed in the MBR equipment building and the existing chlorine contact basin could be decommissioned or converted to another use (such as reclaimed water storage and pumping).
- If AGS technology is used, we recommend adding a disk filter for tertiary treatment and to handle higher suspended solids concentrations during granule formation at commissioning (could take 4 months) and phosphorus removal. This filter is recommended regardless for enhanced phosphorus removal. An in-channel UV reactor would be retrofitted into the existing chlorine contact basins. We recommend a building be provided over the new UV process as well as the disk filters.
- If the SBR process is retained, we still recommend upgrading to UV disinfection. More reactors will be needed compared to AGS or MBR due to the high decant rate.
- AQUA has experience with all major UV manufacturers.

Solids Handling

Current System Issues

- The current process uses aerobic digesters/ holding tanks and a mobile dewatering system.
- The capacity of the existing digesters and dewatering equipment is questionable. We believe that the mobile dewatering equipment is undersized, and perhaps operations and maintenance intensive?
- It is likely that the solids stabilization and dewatering processes will need to be expanded and upgraded.

Proposed Technical Approach

Convert the Existing Headworks Building to a new Dewatering Building, Add Aerobic Digestion Volume, Consider Innovative "Pro-Bio" On-site Composting

- Upon completion of the new headworks, the old headworks equipment can be removed, and the building converted to a dedicated dewatering building for minimal cost.
- Polymer storage and make-up could be installed on the first level for easy delivery access. Dewatering equipment would be installed on the second level to allow dewatered cake discharge into a container on the first floor.
- For dewatering equipment, we recommend the simple, reliable, and effective screw press technology.
- Pressate would be conveyed with ease (by gravity) to the influent pump station or the new headworks.

- Bob Frchetti and AQUA have designed multiple screw press systems from Huber, PWTech, BDP, and Trident. We have had success for a good cost value with the Trident Screw press. A Trident brochure is included in Appendix B.
- AQUA also has experience with controlling phosphorus in dewatering recycle streams. Biological phosphorus bound in the sludge will normally be released into the pressate, which is returned to process. This is not desirable. We have developed a process to bind the phosphorus in the sludge, so it does not get "recycled". Rather it goes out with the dewatered biosolids.
- As an alternative to dewatering, we have recently discovered an innovative and cost-effective composting process called Pro-Bio. Bob Yost of A1 Organics here in CO is the USA licensee for this technology. This composting process uses liquid WAS (1%- 3%), which is applied to a shallow bed of wood chips along with a proprietary bacteria and nutrient culture to accelerate the process and control odors. The result is Class A compost that can be sold to developers or used in the community. This process has very little odor generation. A1 has a large Pro-bio composting operation in Keensburg, CO if the Town would like to visit (and smell and touch) the process first-hand. The advantage of this process is that there would be no need for full aerobic digestion or dewatering to get to Class A. (Thickening may be required).

Considering the significant land available on the site, we propose to evaluate this technology compared to digestion, dewatering, and off-site contract disposal.

Finally, since the Town has ample land at the site, we could also consider solar drying (in a greenhouse with automated turners). AQUA has designed numerous solar drying facilities; with the largest being at a 14 MGD WWTF. (Western Riverside WRF, CA). This process also achieves Class A year-round.



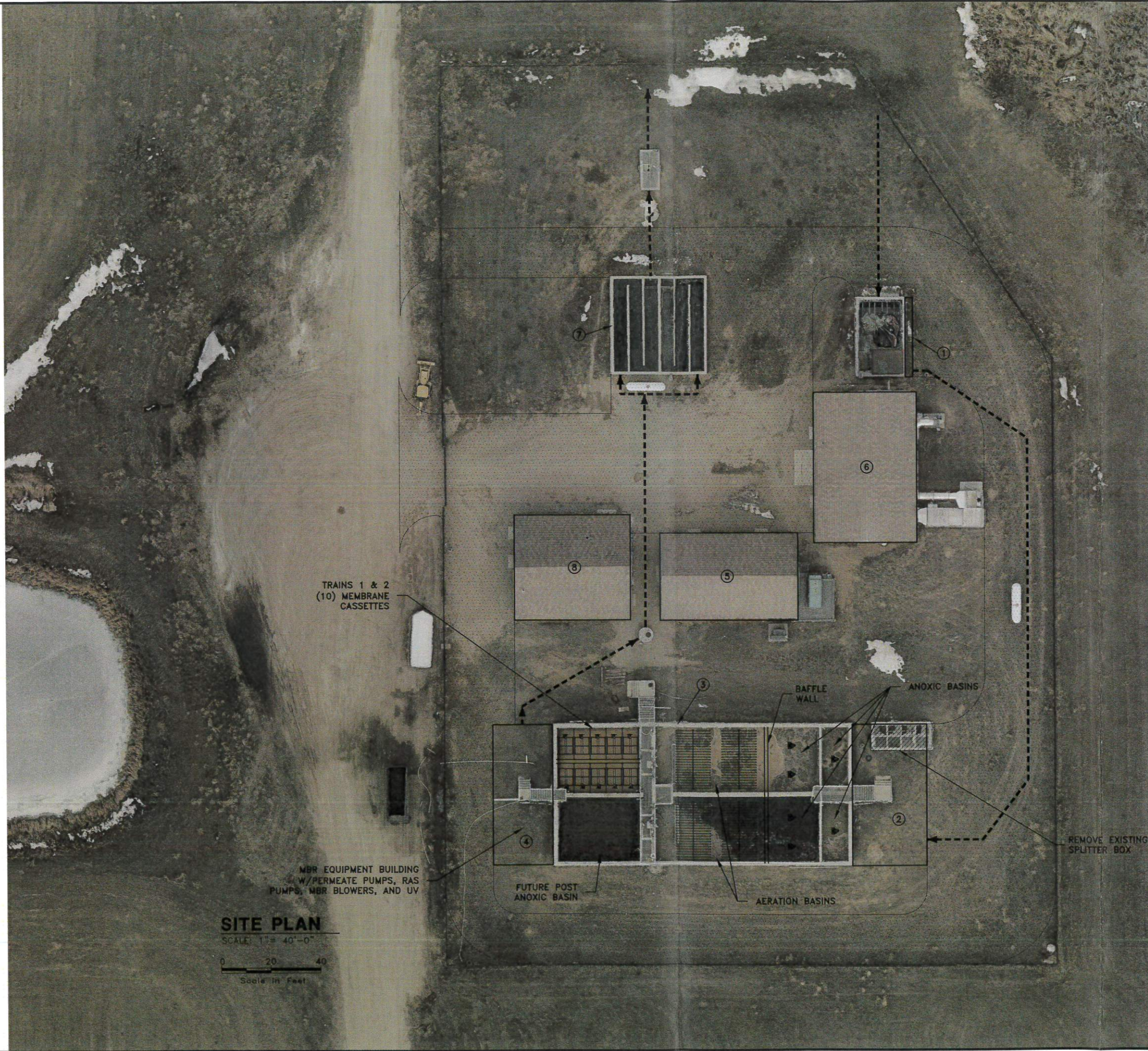
SCADA | Electrical

- Our in-house team of over 20 electrical engineers and SCADA experts will work the Town's integrator and process equipment and technology providers to ensure the facility has a modern SCADA system.
- Facility electrical system will be upgraded.
- Consider solar panels and battery storage for emergency power and revenue generation, as a complement to a generator.

Site Improvements & Miscellaneous Ideas

- Site piping improvements
- Office/Lab improvements, as budget allows
- Improved access to all facilities / buildings by placing recycled asphalt (or paving).
- Use reclaimed water on-site for public private partnership (P3) project to operate a sod farm

Figures 1 and 2 on the following pages illustrate our concept ideas.



SITE PLAN
SCALE: 1" = 40'-0"
0 20 40
Scale in Feet

- 1- INFLUENT PUMPING IMPROVEMENTS:
SELF CLEANING TRENCH WET WELL.
- 2- NEW HEADWORKS.
- 3- CONVERT SBR TO MBR W/EBNR
CAPABILITY TO MEET REG 31 LIMITS.
- 4- MBR EQUIPMENT AND UV BUILDING.
- 5- NEW HIGH EFFICIENCY BLOWERS.
- 6- CONVERT OLD HEADWORKS INTO
SOLIDS DEWATERING.
- 7- FUTURE REUSE PUMP STATION.
- 8- ADMIN/LAB IMPROVEMENT IF BUDGET
ALLOWS.

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DRAWING IS TO SCALE
IF BAR MEASURES:
1" = FULL SCALE
1/2" = HALF SCALE

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MBR RETROFIT - CONCEPT PLAN

OPTION "A"

SHEET



- 1- INFLUENT PUMPING IMPROVEMENTS:
SELF CLEANING TRENCH WET WELL.
- 2- NEW HEADWORKS.
- 3- CONVERT PROCESS TO 3-TRAIN
AERATED GRANULAR SLUDGE SBR.
- 4- ADMIN/LAB IMPROVEMENT IF BUDGET
ALLOWS.
- 5- NEW HIGH EFFICIENCY BLOWERS.
- 6- CONVERT OLD HEADWORKS INTO
SOLIDS DEWATERING.
- 7- CONVERT TO TERTIARY FILTERS, UV,
AND REUSE PUMP STATION.

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SHEET

AERATED GRANULAR SLUDGE RETROFIT - CONCEPT PLAN

OPTION "B"

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IF BAR MEASURES:
1" = FULL SCALE
1/2" = HALF SCALE

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Project Plan

Our Project Plan includes a discussion of our collaborative project management approach to team with Town. The following detailed Table of our proposed Scope of Services and Deliverables demonstrates the elements of our approach.

The main Tasks in our Project Plan are:

1. Project Management
2. Planning, Wastewater Facility Plan Update, & Funding Assistance
3. Preliminary Engineering (Tech Memos and 30 % drawings)
4. CDPHE Site Approval Application
5. Process Design Report (PDR) and 60% drawings
6. Final Design (Construction Plans & Specs)
7. Construction Bidding Services (Future Task)
8. Construction Management and Engineering (Future Task)
9. As-built Documentation (Future Task)

Key elements of our Project Plan are highlighted below:

- **Collaborative Communication and Workshops.** AQUA believes in interactive and collaborative communication. We thus propose to have at least monthly project meetings or workshops. The frequency and agenda for these meetings will depend on where we are in the project implementation process.
- **Technical Memorandums.** We propose to generate and issue Technical Memorandums during the planning and preliminary engineering phases of the project to document alternative evaluations, recommendations, and decisions. These memoranda will be the foundation for the Site Application Engineering Report, the Process Design Report, and the Final Design.
- **Utility Plan Update.** The Town will need to do a Utility Plan Update since the last utility plan indicated that the future capacity of the Low Point WWTF was 1 MGD, and that no expansion was planned for the 20-yr planning period. Also, with forthcoming nutrient regulations, a Utility Plan Update is required. We confirmed this with Mark Thomas of North Front Range Water Quality Planning Association. Mark is also confirming the extent and scope of the Update. Accordingly, AQUA is noting this Task in our Scope, but is not able to provide a firm price for the engineering to update the Town's Utility Plan. An allowance is provided as a place-holder.
- **Preliminary Effluent Limits (PELs).** The Team needs to be proactive in obtaining Preliminary Effluent Limits (PELs) from CDPHE Permits Unit as soon as possible. Permits Unit has historically taken between 3-6 months to issue PEL's. Since PELs are critical to establish the basis of design and proceed with the project, AQUA will provide predictive modeling of likely effluent limits based on the receiving stream use classification, stream standards, and stream flows. We have done this for other clients. This will allow us to proceed with planning preliminary design based on likely PEL's. We will also use phasing to proactively meet future effluent limits (including Regulation 31 Limits).

Bob Frachetti will use his excellent relationships at CDPHE gained in 2017-2018 while working for the CDPHE - WQCD as a Special Project Engineer to assess the readiness of CO WWTF's to comply with Regulation 31 nutrient limits.

- **Alternative Project Delivery.** AQUA understands the Town's desired schedule to complete construction "ASAP" Bob and AQUA have helped other communities meet the desired schedule by using a Construction Manager at Risk (CMAR) project delivery method. Our value-added services under this optional task would be to guide the Town through the process of advertising for and selecting a qualified CMAR contractor. Our services would include preparing and administering a public CMAR RFP and selection process, and also providing a tested standard CMAR-Owner Agreement to the Town.

AQUA and particularly Bob Frachetti are very experienced with and embrace alternative and integrated project delivery methods and values the timely project participation of a qualified general contractor as part of the design process. This appreciation for the value of an integrated owner-engineer-contractor team was learned first-hand during Bob Frachetti's direct experience as a General (WWTF) Contractor and his years as Resident (Field) Engineer. Bob and AQUA have a significant track-record of over 20 successful design-build and CMAR projects.

- **Cost Estimating and Constructability Review.** In recognition of the constructability and cost-estimating expertise of a qualified general contractor, we offer the Town the value-added services of including a Contractor as part of our Team as a subcontractor to AQUA. Their input would provide the Town and AQUA early feedback on constructability, work sequencing, and scheduling; and more accurate construction cost estimates. AQUA has multiple relationships with contractors that would be able to be brought on board should this approach be desired.
- **Funding Assistance.** This is a recommended Additional Service. We have not included fees for this Task. We are happy to provide a fee estimate if desired during Agreement discussions.

Scope of Services and Deliverables

Our proposed Scope of Services and associated Deliverables (presented in table format) is presented on the following pages.

Scope Item No.	Title	Description	Major Deliverables
0	PROJECT MANAGEMENT (provided within all Tasks)		
0.1	Project Coordination	Develop, maintain, and monitor overall project scope, budget, and schedule	<ul style="list-style-type: none"> Administrative Guidance / Supervision
0.2	Project Workplan	Prepare Draft Work Plan and finalize based on Town input	<ul style="list-style-type: none"> Draft and Final Work Plan
0.3	Coordination Meetings	Conduct coordination meetings with Town and Town Council	<ul style="list-style-type: none"> Meeting Agendas & Minutes
0.4	Progress Status Updates	Prepare Progress Status Updates for Town	<ul style="list-style-type: none"> Progress Status Updates
1	PLANNING, WASTEWATER FACILITY PLAN UPDATE, and FUNDING ASSISTANCE		
1.1	NFRWQPA Facility Plan Update	Update the Town's 2011 Wastewater Utility Plan per recently adopted Utility Plan Guidance (Jan 2020)	<ul style="list-style-type: none"> Utility Plan Update
1.2	Preliminary Effluent Limits	Request preliminary effluent limits/ follow up discussions with CDPHE (Fee paid by Town)	<ul style="list-style-type: none"> PEL request to CDPHE WQCD
1.3	Basis of Design Development & Memorandum	Prepare a Planning Basis of Design Memo outlining the upgraded facility hydraulic and organic capacity, influent character, key assumptions & effluent limits/ goals. Estimate likely potential Reg 31 limits.	<ul style="list-style-type: none"> Overall Basis of Design Memo (Draft)
1.4	Funding Assistance - SRF and DOLA Funding* Municipal Lease Assistance *Optional Task – Additional Service and \$	Prepare funding prequalification application (PQA) and meet with CDPHE Prepare Project Needs Assessment (PNA) per CDPHE Guidelines. We have assumed that a NEPA Categorical Exclusion will be granted This will be a collaborative effort with Town Staff. Assist with SRF Public Meetings and Loan Application. Facilitate acquisition of a municipal Lease (alternate to SRF Loan or Bond)	<ul style="list-style-type: none"> SRF PQA SRF PNA SRF Public Presentation Materials SRF Loan Application DOLA Presentation Materials Muni – Lease Assistance (option)
1.5	Site Survey of WWTF (planimetric data) and Geotechnical Engineering	Survey existing area for proposed improvements, perform geotechnical evaluation of area for proposed improvements. This will be performed by a Professional Land Surveyor & Geotechnical Engineer (FEI Subconsultants)	<ul style="list-style-type: none"> Survey drawing, geotechnical report,

Scope Item No.	Title	Description	Major Deliverables
2	PRELIMINARY ENGINEERING		
2.1	Technology and Equipment Memoranda: Alternatives analysis and selection (recommendation); and preliminary engineering	Prepare technical memorandum of each focus area to include: Final Overall Basis of Design; Preliminary Treatment (Headworks); Advanced BNR Secondary Treatment; Tertiary Treatment and Reuse; Disinfection; Biosolids Handling Town evaluation and selection of the desired improvements. Memorandum to include Alternatives identification and analysis, basis of design and technical summary, equipment datasheets, vendor information and information.	<ul style="list-style-type: none">Each focus area will have a separate Draft TM. The TMs will be written in consecutive fashion and for the basis of the Draft Site Application ER and will be incorporated into the Final ER
2.2	30%(preliminary) Design Drawings	Prepare Preliminary (30%) design drawings showing design concept and preliminary site and building design and layouts. Prepare 30% Opinion of Probable Costs (OPC). Solicit vendors of key equipment for layout and design considerations.	<ul style="list-style-type: none">Progress Prints and Specifications for design workshops.
3	CDPHE SITE APPROVAL APPLICATION		
3.1	Draft Site Application	Prepare a CDPHE SA and SA Engineering Report (ER) conforming to CDPHE requirements (Regulation 22). Dedicate shareholder meeting to reviewing Draft SA. Submit to referral agencies and CDPHE. SA ER will be based on the Technical Memoranda and preliminary drawings prepared under Task 2. Provide follow-up coordination and correspondence with CDPHE and referral agencies including NFRWQPA	<ul style="list-style-type: none">Draft SA for Town Review. Focus of Stakeholder meeting. Reviewed by key Town Staff
3.2	Final Site Application		<ul style="list-style-type: none">Final SA for Town review. Reviewed by key Town Staff
3.3	Site Application Submittal to CDPHE		<ul style="list-style-type: none">Final SA sent to CDPHE for review and approval
3.4	CDPHE Review		<ul style="list-style-type: none">CDPHE review and approval
4	PROCESS DESIGN REPORT (PDR) & 60% Design Drawings		
4.1	Prepare Draft PDR	Prepare PDR Chapters for each unit process and infrastructure area, including (technical summary, process design calculations, equipment datasheets, vendor information and mandated information required for CDPHE approval). Compile completed TMs into the final PDR.	<ul style="list-style-type: none">Draft PDR
4.2	60% Design Drawings & Specifications	Prepare (60%) design drawings and specifications for use internally, and for the PDR. The design will incorporate revisions from workshops. Prepare 60% OPC.	<ul style="list-style-type: none">60 % Design Drawings
4.3	Town Review and Workshop	Review Draft PDR and 60% design drawings to Town Staff and consultants	<ul style="list-style-type: none">Review Workshop Materials, Agenda, and Meeting Notes

Scope Item No.	Title	Description	Major Deliverables
4.4	Finalize PDR / submit to CDPHE	Submit to CDPHE to review and approval.	<ul style="list-style-type: none"> PDR Submittal (P.E. Stamped)
4.5	CDPHE Review	Review and respond to technical and process design questions from CDPHE	<ul style="list-style-type: none"> Review Response to CDPHE
5	CONSTRUCTION PLANS & SPECIFICATIONS (FINAL DESIGN)		
5.1	Project Design Workshops	Conduct periodic design workshops with key Town Staff and plant operators as appropriate. The meetings will vet new ideas and concepts, confirm decisions, as well present design changes from earlier discussions. This will occur throughout the process starting after completion of the Task 2 – Preliminary Design.	<ul style="list-style-type: none"> AQUA will produce a progress set of drawings prior to the meetings. Each meeting will include meeting minutes and scans of key mark ups.
5.2	Final Design Drawings & Specifications	Prepare final bid documents and Project Manual. Prepare Final OPC. Present plans at final stakeholder meeting.	<ul style="list-style-type: none"> Bid set (Contract Documents), including drawings, specifications and bid documents in CSI format, along with required Town forms and specifications.
5.3	CDPHE Submittal & Streamlined Review	Meet with CDPHE, and present and review the Final Design. Submit to CDPHE for review and approval using "CDPHE Streamlined Design Review process"	<ul style="list-style-type: none"> Send Final Design to Town and the CDPHE for review and approval.
6	CONSTRUCTION BIDDING ASSISTANCE – FUTURE TASK		
6.1	Bidding Assistance	Assist in advertisement, addressing RFIs and Addendum. Attend pre-bid meeting and did opening. Assist in selection of Contractor	<ul style="list-style-type: none"> Answering RFIs and issuance of addendum. Review Bids and Advise.
7	CONSTRUCTION MANAGEMENT – FUTURE TASK		
7.1	Construction Start / Notice to Proceed	Issue NTP to Contractor / Kick off meeting	<ul style="list-style-type: none"> Kick off meeting
7.2	Office Engineer (RFI's, Submittal, Cost)	Review and approve as required shop submittals, pay requests, RFIs, Field Orders, Change Orders and other Construction Related documents	<ul style="list-style-type: none"> Standard RFI, Field Order, and submittal review documents as required

Scope Item No.	Title	Description	Major Deliverables
7.3	Resident Engineer	Provide Resident Engineer for 2 days per week for Construction Period, to observe critical construction, document work, and provide observation logs (daily reports), Additional site visits by Project Manager and other Key staff to inspect construction and equipment as needed	<ul style="list-style-type: none"> Daily inspection logs
7.4	Field Services (Routine Site Visits)	Provide start-up services during startup of process and rotating equipment, initiation of biological processes and related work.	<ul style="list-style-type: none"> Attendance and engineering support to Contractor / Supplier. Start-up and commissioning services.
7.5	Start-Up	Participate in equipment and process start-up and commissioning	<ul style="list-style-type: none"> Field Reports
7.6	Substantial Completion	Conduct substantial completion inspection and prepare punch list	<ul style="list-style-type: none"> Punchlist
7.7	Final Completion	Conduct final completion inspection and prepare punch list	<ul style="list-style-type: none"> Punchlist

COMMENTS AND CLARIFICATIONS TO THE SCOPE, SCHEDULE, AND FEE

1. All customary WWTF Permitting, predesign, and design engineering including Civil, Process, Mechanical, Architectural, Electrical/ Instrumentation and Controls are provided. Geotechnical/ Survey Services are also included.
2. Site Application(s) and Site Application Engineering Report(s): We will base the Site Application and associated engineering report on the results of Task 2- Preliminary Design.
3. Bidding and Construction Phase Services: We have NOT included for bidding assistance or construction phase services as a part of this proposal. Upon completion of the design we anticipate proposing for the addition of these services to our scope and fee. This approach allows the Town and AQUA to better assess the level of service required based on the final configuration of the WWTF, the complexity involved with its construction, the type of bidding and construction delivery method selected and the costs associated with the level of service that is desired.
4. No permitting or CDPHE Review Fees are included.

AQUA is open to modifying the Scope of Services to meet the Town's need.



Section 3

Management Approach

Collaborative Management Approach

AQUA recognizes that the most important success factor for any project is effective communication and collaboration between all stakeholders, accountability, and documentation of key decisions. This team development process must continue from the conceptual and planning stages of the project all the way through facility start-up and commissioning. Our collaborative approach will take the Town of Johnstown from the very first meeting through the final and successful commissioning of the facility and will include the following elements:

- Clear understanding of the Project Objectives and Success Criteria
- Development and acceptance of Project Work Plan and Critical Path Project Schedule
- Regularly Scheduled Conference Calls between AQUA and the Town
- Regularly Scheduled Coordination Meetings / Calls between AQUA's team members
- Budget, Progress Tracking, and Progress Status Updates
- Deliverable Review Meetings & Workshops with AQUA, the Town, and Ramey Environmental Compliance

COLLABORATIVE PROJECT APPROACH



Project Management Tools

AQUA's approach to controlling project budget and schedule includes a pre-planning process to identify Project tasks, duration, and associated personnel efforts. A Work Plan will be used to establish the major tasks, deliverables, and task durations to confirm the project effort for each task. Microsoft Project will also be used to document the major components of the project and to tie the individual work tasks with the resource needs.

Cost Controls

The engineering budget for the scope of services will be tracked using our accounting software in combination with an internet cloud-based Microsoft Project Server with the work breakdown structure outlined in the Work Plan. Associated resource costs for major tasks are compared with the overall project schedule, to identify progress along with the fees incurred for the invoice period. In addition, costs will be controlled by using team members with significant experience or particular knowledge of the project to complete specific tasks.

Project Status Reporting System

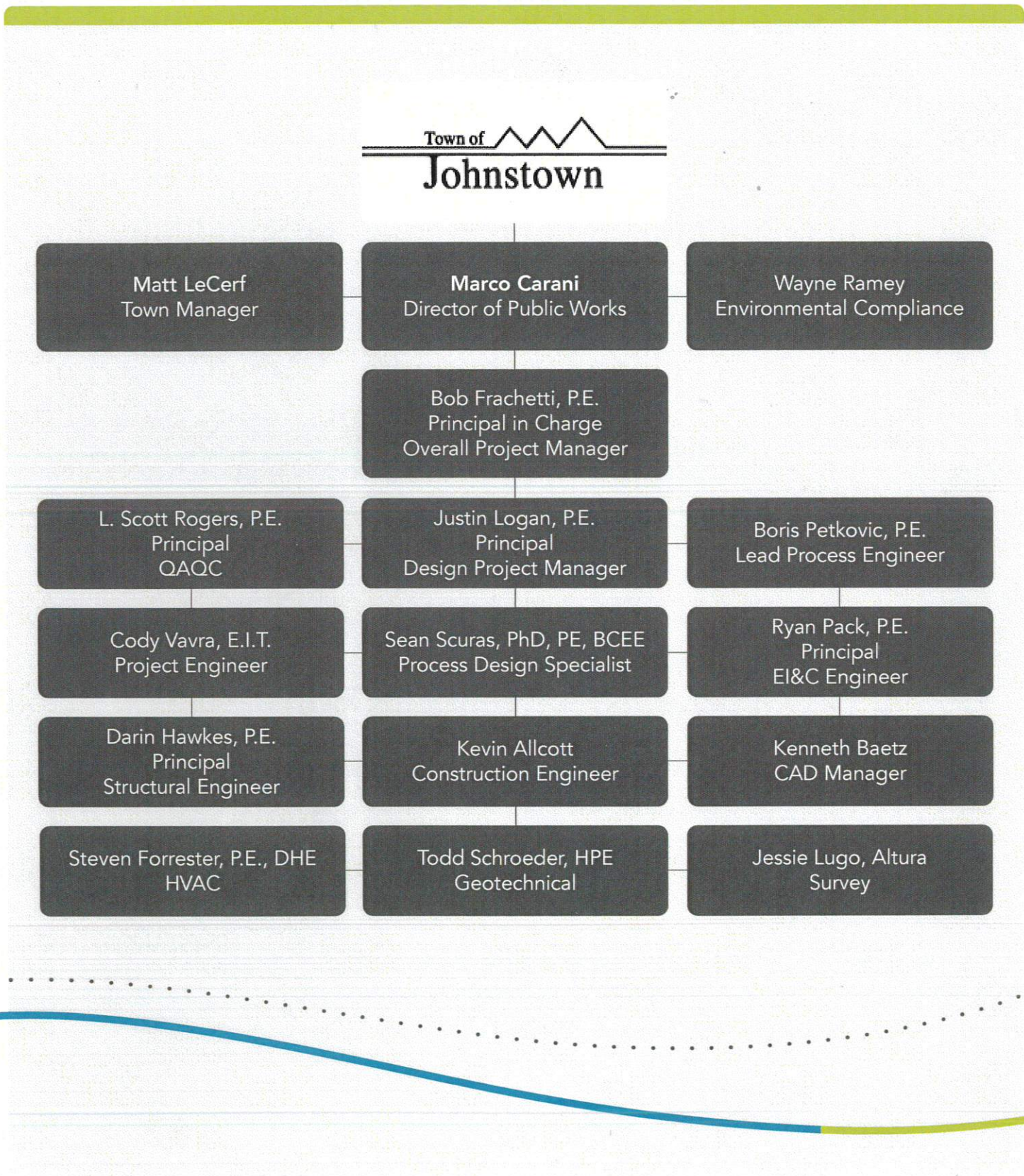
The AQUA team will provide progress status updates and facilitate necessary discussions. AQUA will schedule and prepare an agenda for each meeting and administer the meeting. Meeting discussions will include a report on progress, present critical issues for discussion and decision-making. As a follow up to the meetings AQUA will prepare meeting notes.



Section 4

Staff Qualifications

Organization Chart



Key Personnel

Bio's for our key personnel follow. Resumes are included in Appendix A for your reference.



Bob Frchetti, P.E. | Principal in Charge | Overall Project Manager

Contact: bob.frchetti@aquaeng.com | 801.683.1251

Education: BS Civil and Environmental Engineering, Clarkson University, Potsdam NY

Licenses: Professional Engineer | CO, NM

Location: AQUA Colorado | 5325 S Valentia Way, Greenwood Village, CO 80111

Bob has over 29 years of project management and technical experience in virtually all areas of water and wastewater engineering including facilities planning, permitting, design, construction, facility commissioning, performance evaluations, and energy efficiency audits. His strengths include process modeling and design, technology and equipment selection, detailed design engineering, energy efficiency upgrades, hydraulics, and construction engineering and management. He also has significant experience with integrated project delivery methods including design-build, CMAR, and performance contracting.

Douglas Sullivan | Acting PE
W, WW & Stormwater | City of
Boulder | 303.263.0708
Relationship: Client Reference

Daymon Johnson, Public Works
Director, Town of Bennett
720.273.9528
Relationship: Client Reference

Parker Newbank III, Eagle River
Water & Sanitation District
970.471.1326
Relationship: Client Reference



L. Scott Rogers, P.E. | Principal | QAQC

Contact: scott.rogers@aquaeng.com | 801.683.3720

Education: B.S. Civil Engineering, Brigham Young University
M.E. Civil Engineering, Brigham Young University

Licenses: Professional Engineer | UT, ID, NV, WY

Location: AQUA Utah | 533 W 2600 S Suite 275, Bountiful, UT 84010

Mr. Rogers is the founding partner of AQUA Engineering. He has over 33 years of experience as a civil engineer, primarily in water and wastewater treatment. Scott has been involved in the analysis, design, upgrade or operations of over 200 treatment facilities. He is known for his ability to improve and upgrade water and wastewater systems for minimal cost. Scott's expertise is in operations consulting, water reuse, instrumentation design, pumping systems, biosolids reuse and disposal, nutrient recovery, and renewable energy. He was the project engineer for the first MBR facility in Utah, an ACEC Grand Award winner for Water and Wastewater. Because of his outstanding reputation, Scott regularly consults for local and international firms and projects.

Dal Wayment, General
Manager, South Davis Sewer
District, 801.295.3469
Relationship: Client Reference

Eric Alder, Vice President,
AlPro Energy & Water
801.266.8856
Relationship: Client Reference

Bruce Alder, Owner, Alder
Construction
801.266.8856
Relationship: Client Reference

SECTION 4 - STAFF QUALIFICATIONS



Justin Logan, P.E. | Principal | Design Project Manager

Contact: justin.logan@aquaeng.com | 801.683.3723

Education: B.S. Civil & Environmental Engineering, Brigham Young University
M.S. Civil & Environmental Engineering, Brigham Young University

Licenses: Professional Engineer | UT, NV, AZ, CA, NM, HI, ID, CO

Location: AQUA Utah | 533 W 2600 S Suite 275, Bountiful, UT 84010

Mr. Logan is a Vice President and Principal at AQUA Engineering. Justin leads AQUA's efforts in water and wastewater treatment. He focuses on treatment facility planning, design and construction projects, with emphasis on providing clients effective and affordable solutions to their individual challenges. Justin has worked on more than 50 treatment facilities, developing his extensive experience with a variety of processes and equipment. His responsibilities include project master planning, facility evaluations, process development, design layout, plant configuration, design efficiency and construction drawing development of water and wastewater treatment facilities.

Jared Gunderson, Public
Works Director, City of Driggs,
208.354.2362

Relationship: Client Reference

Tony Pollak, Western Regional
County Riverside Authority,
951.789.5114

Relationship: Client Reference

Brian Knoll, Vice President
Webb & Associates
951.248.4279

Relationship: Client Reference



Boris Petkovic, P.E. | Lead Process Engineer

Contact: boris.petkovic@aquaeng.com | 801.683.3734

Education: B.S. Civil & Environmental Engineering, University of Utah
M.S. Civil & Environmental Engineering, University of Utah

Licenses: Professional Engineer | UT

Location: AQUA Utah | 533 W 2600 S Suite 275, Bountiful, UT 84010

Mr. Petkovic has nearly a decade of experience in water resources and wastewater engineering with a focus on wastewater treatment facility design. Boris has established a reputation for his extensive expertise in designing headworks, clarification/sedimentation facilities, biological reactors, tertiary treatment processes, disinfection facilities and biosolids stabilization and handling facilities. Boris has a background in modeling wastewater systems, including mass balance and hydraulic profile modeling and calculations. He also has completed several storm water, culinary water, and wastewater master plans and studies.

Mark Ogren, Provo WRF
Manager

801.852.6000

Relationship: Client Reference

Mike Haddenham, City of Elko
WRF Superintendent

775.777.7386

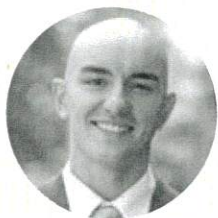
Relationship: Client Reference

Alex Christensen, Salt Lake City
Department of Public Utilities

Project Manager

801.483.6900

SECTION 4 - STAFF QUALIFICATIONS



Cody Vavra, E.I.T | Project Engineer

Contact: cody.vavra@aquaeng.com | 801.683.1254

Education: BS Chemical Engineering, University of Nebraska

Licenses: EIT | NE, CO

Location: AQUA Colorado | 5325 S Valentia Way, Greenwood Village, CO 80111

Mr. Vavra recently joined AQUA in our Colorado office and contributes to the team with his knowledge of chemical engineering as a process engineer. His experience includes process computer simulation, pump and pipe hydraulics, equipment sizing, solids processing equipment, renewable fuels, biochemistry, mass and energy transfer, physical and chemical separations, thermodynamics, and reaction kinetics.

Kristin Waters, General
Manager, Indian Hills Water
District | 303-697-8810

Relationship: Client Reference

Dan Giroux, President,
Terramax, 303-929-3194

Relationship: Client Reference

Dan Higgins, Suez
913.706.5592

Relationship: Project Partner



Sean Scuras, Ph.D., P.E., B.C.E.E. | Process Design Specialist

Contact: SEScuras@GarverUSA.com | 864.546.0729

Education: Ph.D. in Environmental Engineering and Science

M.S. in Civil Engineering

B.S. in Engineering, Thermal and Environmental Engineering

Licenses: Professional Engineer | CO

Location: Garver | 5251 DTC Parkway, Suite 420, Greenwood Village, CO 80111

Dr. Sean Scuras is Garver's Wastewater Practice Leader. His unique combination of education, wastewater engineering, and utility experience lends him an understanding of the needs of each and how they work together as part of comprehensive planning.

During his time working as an operator on the utility side of projects, Sean learned the challenges operators face in operating and maintaining aging infrastructure to meet more strict regulatory requirements. His experience helps him to design processes that are operable and maintainable as conditions change.

Sean approaches projects by focusing heavily on operators' long-term needs, while recognizing the importance of immediate operating and compliance concerns.

He envisions how equipment can be used most effectively by delivering process improvements and upgrades to achieve enhanced efficiency. Through open communication and his client/consultant experience, Sean bridges the gap between the knowledge and language of process and planning engineers and the operations staff. Because of this, he can turn the information into applications the operators can apply directly to their daily work, making design intent and flexibility clear.

SECTION 4 - STAFF QUALIFICATIONS



Ryan Pack, P.E. | Principal | EI&C Engineer

Contact: ryan.pack@skmeng.com | 801.683.3761

Education: BS Electrical Engineering, University of Utah
MBA, Weber State University

Licenses: Professional Engineer | UT, ID, NV, WY, CO, HI, NM

Location: SKM | 533 W 2600 S Suite 25, Bountiful, UT 84010

Mr. Pack has experience with many components of SCADA and controls. He has worked with controls as simple as relay logic and PID loop controllers thru complex radio controlled SCADA systems. He has worked with many different programmable logic controllers and Operator interfaces including Allen Bradley, Control Microsystems, GE, Koyo, Modicon, Siemens, and others. He has utilized many software packages for human machine interface including Allen Bradley, GE Proficy (Intellution), Wonderware, and National Instruments Lookout. He has designed and installed new systems, replaced old systems, and expanded existing control systems. Mr. Pack has worked with many communications systems including radio, fiberoptics, ethernet, serial, and proprietary communications systems such as controlnet and profibus. He has conducted numerous path studies, for both licensed and non-licensed radio communications systems. He has designed and installed radio telemetry systems with over 50 remote sites.

Omar Hammoud
President APG Neuros
450-939-0799

Relationship: Client Reference

David Richards, Water
Department Engineer, City of
Idaho Falls | 208.612.8471

Relationship: Client Reference

Matt Meyers, South Davis
Sewer District Engineer (WRR)
801.295.3469

Relationship: Client Reference



Darin Hawkes, P.E. | Principal | Structural Engineer

Contact: darin.hawkes@aquaeng.com | 801.683.3727

Education: B.S. Civil Engineering, University of Utah

Location: AQUA Utah | 533 W 2600 S Suite 275, Bountiful, UT 84010

Mr. Hawkes' has a vast amount of experience in various civil engineering disciplines. He specializes in difficult projects that often have space, access and/or extreme time constraints. He has developed a reputation for being able to view a problem from multiple angles to develop a solution that works for his client. His experience ranges from pumping system design, concrete storage tanks and open reservoir design, to large concrete water storage facilities and high elevation snowmaking reservoirs and dams. Many of his projects are provide as turn-key solutions for his clients with his direct involvement from conceptual design through contract administration and project close-out. As part of the AQUA team, he has lead and assisted in the completion of several System Capacity Analyses, Municipal Capital Facility Plans and large-scale Master Plans for both culinary water and wastewater.

Scott Morrison, General
Manager, Mountain Regional
Water SSD, 435.940.1916
Relationship: Client Reference

Ron Salvesen, City
Administrator, City of Hyrum
435.245.6033
Relationship: Client Reference

Chris Melville, City Manager,
City of West Wendover,
775.664.3084
Relationship: Client Reference

SECTION 4 - STAFF QUALIFICATIONS



Kevin Allcott | Construction Engineer

Contact: kevin.allcott@aquaeng.com | 801.683.3724

Education: B.S. Construction Management, Boise State University

Location: AQUA Utah | 533 W 2600 S Suite 275, Bountiful, UT 84010

Mr. Allcott has over 32 years experience in the construction industry. As a construction manager for AQUA, Mr. Allcott specializes in construction oversight, contract administration, dispute resolution, and construction management. His experience has included trouble shooting, scheduling, contract dispute resolution and performance measurement systems implementation on projects ranging in value from \$2.5 to \$350 million. Mr. Allcott has developed sophisticated computer models of complex construction projects for use in project management as well as recovery plans. These models have also been used to determine cause and affect relationships between changes and increased costs. He has assisted in the defense of claims for additional compensation on several multi-million-dollar constructions projects.

Jeff Walker, Stellar J
Corporation
360.518.5097
Relationship: Client Reference

Kathy Parker
208.869.7537
Relationship: Personal
Reference

Mike Wright, Giza
Development
801.809.3958
Relationship: Client Reference



Kenneth Baetz | CAD Manager

Contact: kenneth.baetz@aquaeng.com | 801.683.3740

Education: Architectural Drafting and Computer Drafting, Phoenix Institute of Technology
Computer Drafting Design, Glendale Community College
Computer Drafting Design, Salt Lake Community College

Location: AQUA Utah | 533 W 2600 S Suite 275, Bountiful, UT 84010

Mr. Baetz has over 24 years of experience in the design and drafting of wastewater treatment facilities, roadways, site grading, HVAC, and subdivision development. He has designed HVAC and pipe routing under flooring systems, programmed and maintained network and support of computer stations, designed schematics of power supply for the Cable TV industry and air delivery systems for commercial businesses. For the past 11 years, he has been employed as a senior designer/drafter with AQUA Engineering. Previously he worked for Daw Technologies, Salt Lake City, Utah as an Industrial Designer; Cambric, Inc., Draper, Utah, as a senior drafter; Dumbauld and Associates, Phoenix, Arizona, as a drafter and supervisor.

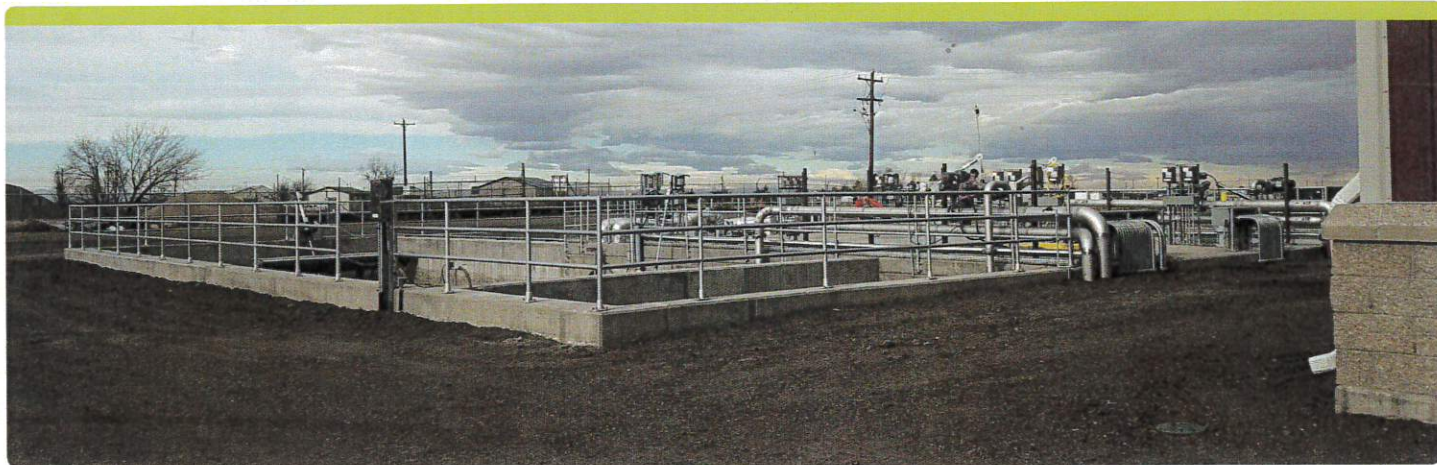


Section 5

Related Project Experience

TOWN OF BENNETT

Wastewater Treatment Facility Design and Construction Management



Client: Town of Bennett
Reference: Daymon Johnson, Public Works Director
720.273.9528
Location: Bennett, CO
Dates: 2018
Capacity: 0.4 MGD
Cost: \$7 Million
Firm: Bob Frachetti, PE | Engineer of Record
Lead: Bob Frachetti, PE

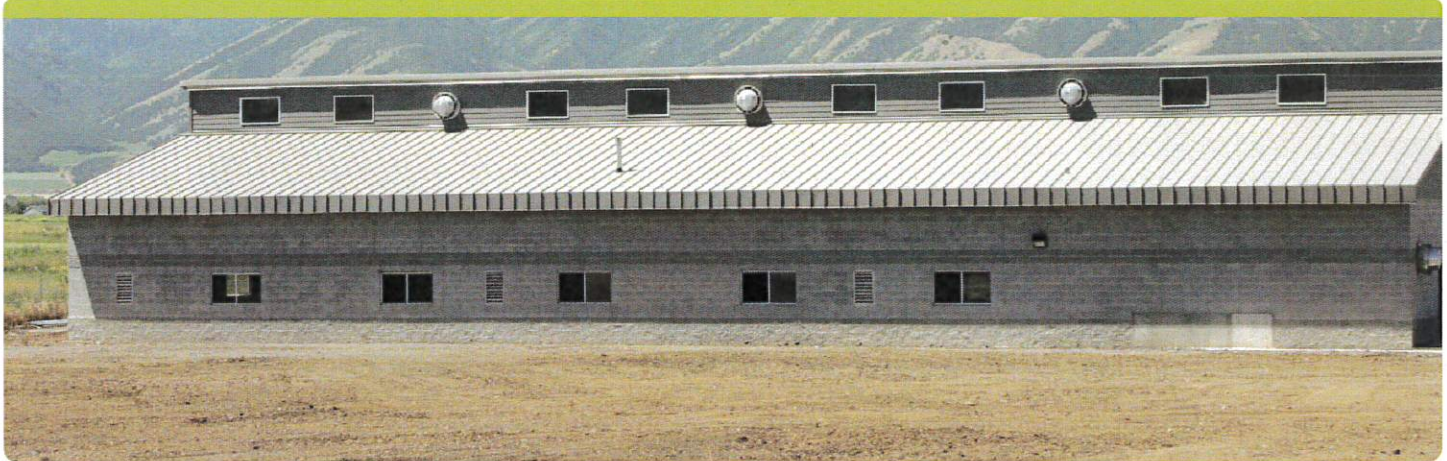
Features

- 0.4 MGD Advance SBR Treatment Facility
- Biological Nutrient Removal
- Technical Process Improvements
- Influent Pump Station
- Headworks
- SBR
- Biosolids Handling
- Screw Press Dewatering
- Dewatering
- UV Disinfection
- SCADA
- Odor Control
- Design and Construction Engineering
- Permitting



HYRUM CITY

Water Reclamation Facility | Kubota MBR



Client: Hyrum City
Reference: Kevin Maughan, Wastewater Superintendant
435.245.3123
Location: Hyrum, UT
Dates: 2012
Capacity: 1.75 MGD Expandable to 3 MGD
Cost: \$5 Million, including all engineering design and construction services
Firm: AQUA Engineering

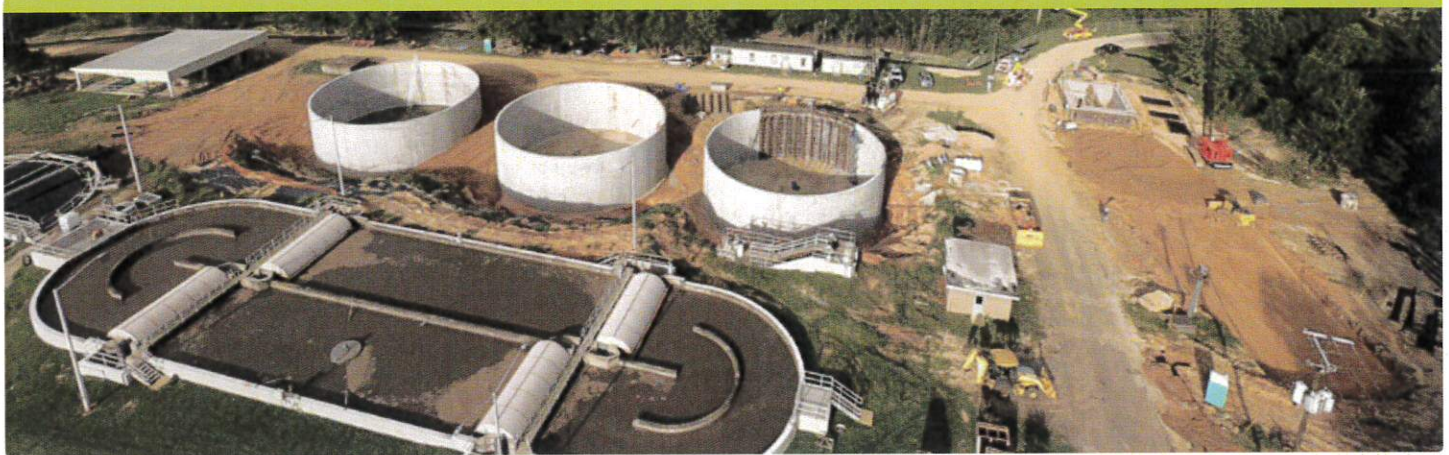
Features

- Kubota Flat Plate MBR
- Screening and Grit Removal Processes
- Anaerobic, Anoxic, and Aeration Tanks
- Membrane Tanks, Process Blowers, Process Pumps
- Chemical Feed Equipment, Ultraviolet Disinfection
- Secondary Water System
- Electrical Controls Equipment
- Hydraulic Capacity Increase Enablement
- Digester Aeration and Mixing Equipment
- Effluent Pumping, Storage, and Distribution
- VFD-Equipped Vertical Turbine Suction Storage
- Master Planning, Design, Construction Oversight
- SCADA/Telemetry



WOLF CREEK

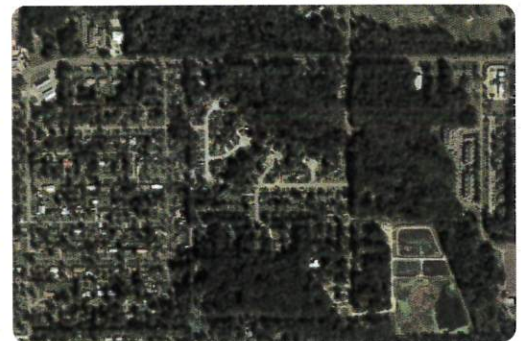
Wastewater Treatment Plant Sequencing Batch Reactor Aerobic Granular Sludge



Client: Riviera Utilities
Reference: Lee Kibler | lkibler@rivierautilities.com
Location: Foley, AL
Dates: 00/00/0000
Capacity: 3.5 MGD
Cost: \$17 Million
Firm: Garver
Lead: Sean Scuras, Ph.D., P.E., B.C.E.E.

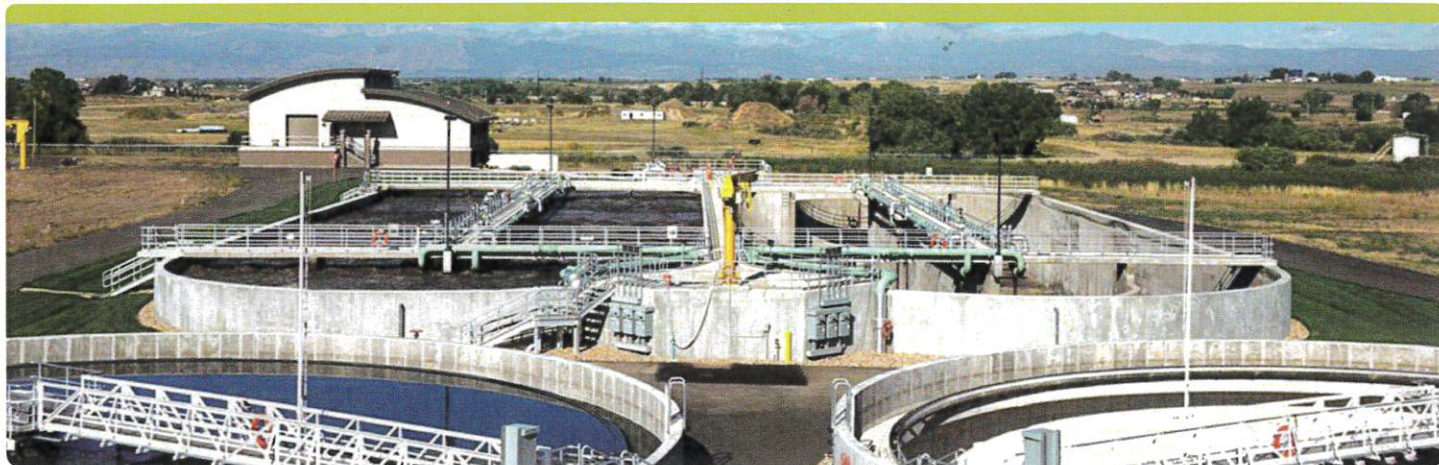
Features

- Upgrade 2.0 MGD Oxidation Ditch Activated Sludge Plant to 3.5 MGD
- 3 Aerobic Granular Sludge Tanks
- Membrane Bioreactor
- Integrated Fixed Film Activated Sludge
- Ballasted Flocculation
- Sequencing Batch Reactor
- Storm Flows Utilization of Existing Ditches
- 7.0 MGD Expansion Plan
- Influent Pump Station
- Drum Screening
- Mechanical Vortex Grit Removal
- Cloth Disc Filters
- Performance Guarantee of < 2 TP and < 5 TN Without Chemical Addition



ST. VRAIN SANITATION DISTRICT

Wastewater Treatment Facility Expansion



Client: St. Vrain Sanitation District
Reference: Wayne Ramey, SVSD Board President
303.833.5505
Location: Firestone, CO
Capacity: 12.5 MGD
Cost: \$31 Million
Firm: Bob Frchetti, P.E. Principal Engineer
Lead: Bob Frchetti, P.E.

Features

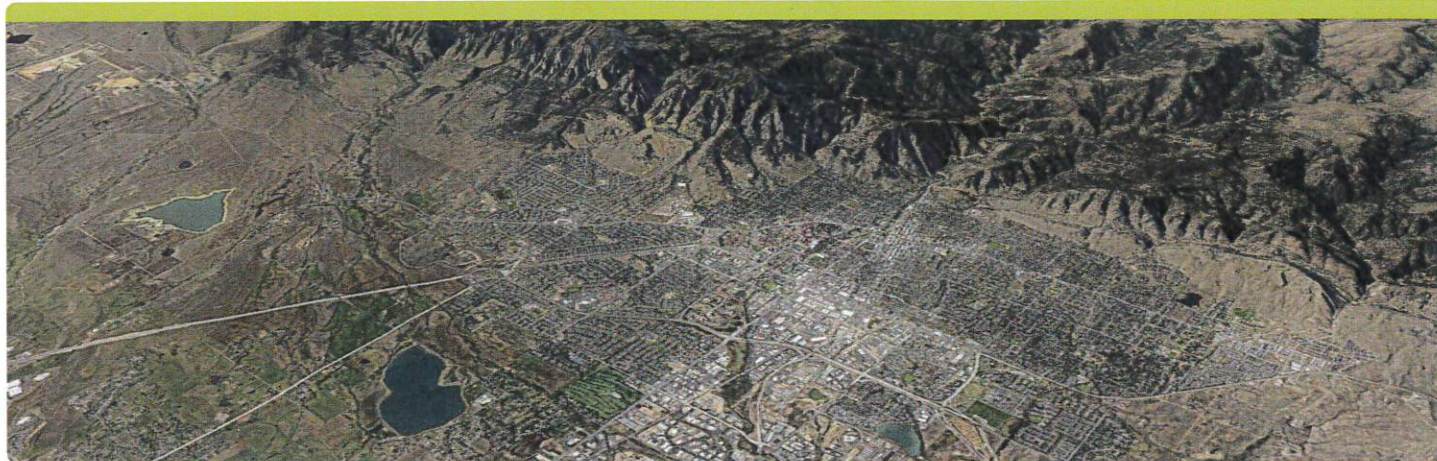
- Conducted in-depth CPE to evaluate existing SBNR facilities and operations
- Preliminary design, final design, construction administration, and engineering services
- New 6 MGD advanced WWTF with biological nutrient removal
- Hydraulic capacity expanded from 4.5 to 12.5 MGD (peak)
- Dual train extended-air oxidation ditch process with circular secondary clarifiers
- New headworks with influent pumps, fine screening, grit removal, flow metering, and odor control
- High efficiency "turbo" aeration blowers
- UV Disinfection
- 2nd Generation "ATAD" sludge digestion process
- Advanced instrumentation and process control – Plant wide SCADA System
- New administration building with laboratory



- CPE
- Service Area Growth
- Strict Effluent Limits
- NFRWQPA Utility Plan
- CDPHE Site Application
- Preliminary Design Alternatives Evaluations
- Final Design
- Construction Engineering

CITY OF BOULDER

Asset Replacement, Upgrade, and Improvements | IBM Lift Station



Client: City of Boulder
Reference: Chris Douville, PE
Location: Boulder, CO
Dates: 2017
Capacity: 2.8 MGD
Cost: \$1.7 Million
Firm: Bob Frchetti, PE | Engineer of Record
Lead: Bob Frchetti, PE

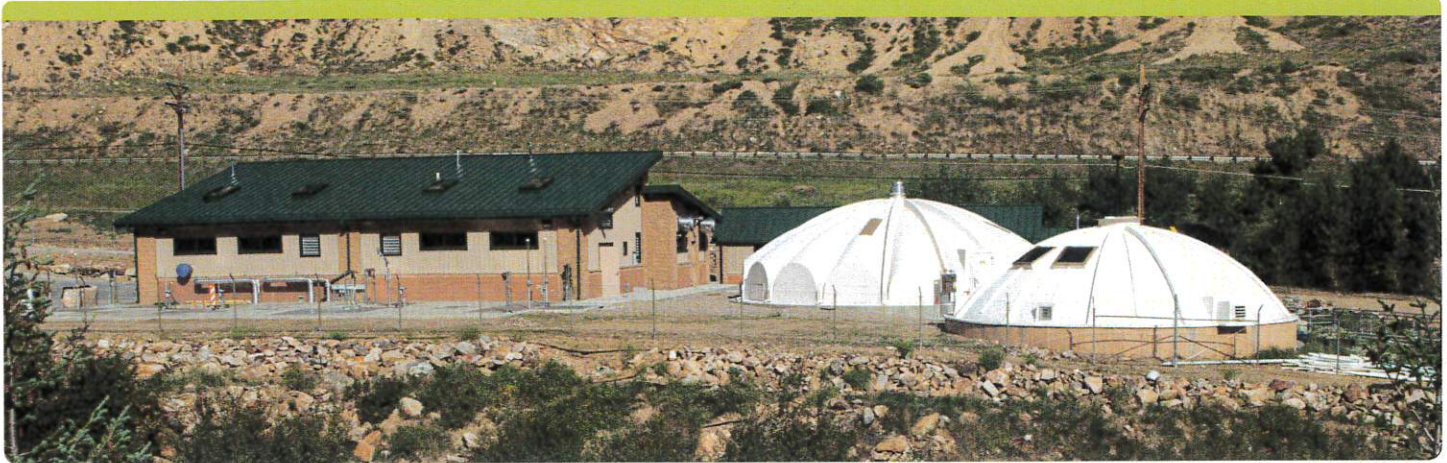
Features

- IBM Lift Station Self-Cleaning Wet Well
- Innovative Dri-Pit Pumps Replacement with Retrievable Screw-Impeller Submersible Pumps
- Transition Channel
- Ogee Weir Influent Flows Accelerator
- Hydraulic Jump
- Full Draw-Down Scouring Sump
- Diesel Powered Self Priming Solids Handling Emergency Pump
- Intermediate Level Dry Piping Valve Room Provision
- Pre-Design
- Permitting
- Design
- Construction Administration



TOWN OF GEORGETOWN

Wastewater Treatment Facility Improvements and Capacity Expansion

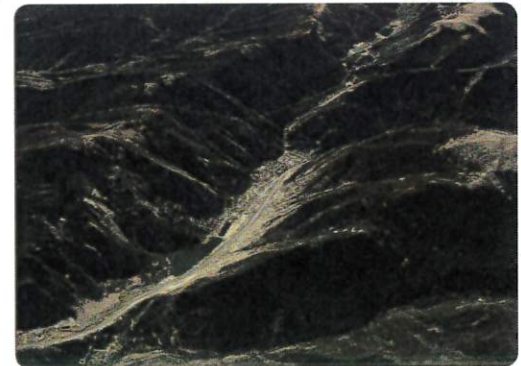


Client: Town of Georgetown
Reference: Mr. John Curtis, Superintendent
303.569.2555 ext 3
Location: Georgetown, CO
Dates: 2009 - 2011
Capacity: 0.8 MGD
Cost: \$5.8 Million
Firm: Bob Frachetti, PE | Engineer of Record
Lead: Bob Frachetti, PE



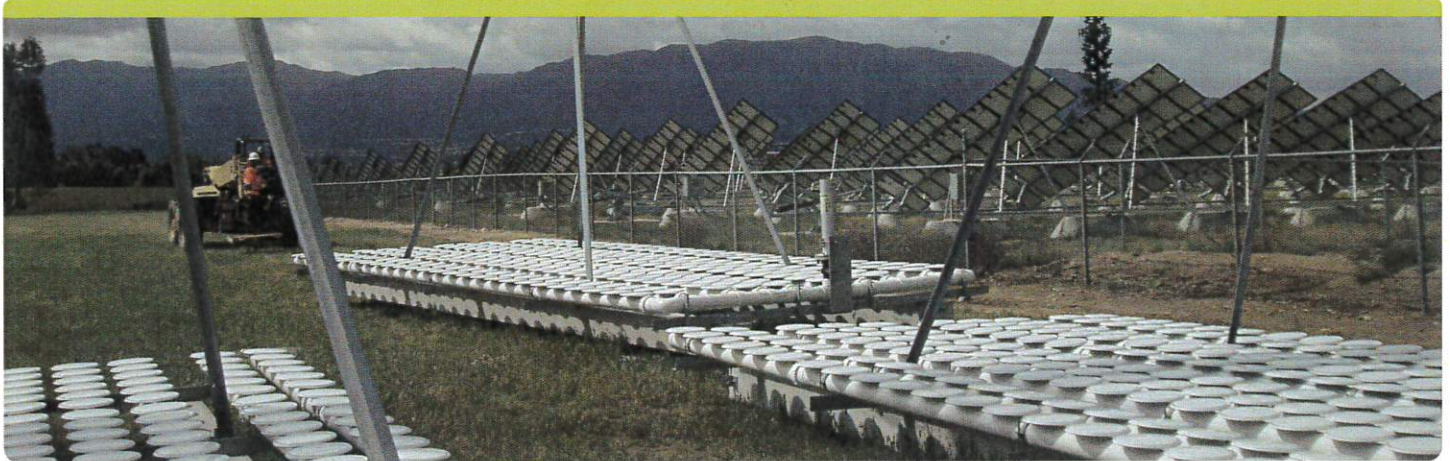
Features

- Similarly sized 0.8 MGD WWTF
 - Integrated fixed-film activated sludge (IFAS) nutrient removal process for biological nutrient removal - TIN 10 mg/L with 5 degree Celsius water temperature
 - Re-purposed existing circular aeration basin into secondary clarifier and existing clarifier to effluent equalization
 - RAS/WAS and Solids Pumping
 - Tertiary treatment / sand filters
 - SCADA system with on-line process instrumentation
 - Energy efficient high-speed turbo compressors
 - SRF Funding - \$2 Million in loan forgiveness
 - Conventional Delivery: \$5.2 Million completed on schedule
- BNR IFAS Process
 - Fastrack delivery- Permitting to Construction in 7 months



WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY (WRCRWA)

Facility Upgrade



Client: WRCRWA
Reference: Tony Pollak, Wastewater Operations Manager
951.789.5114
Location: Corona, CA
Dates: 2013-2018
Capacity: 14 MGD Average Daily Flow
Cost: \$40 Million
Firm: AQUA Engineering | Webb & Associates
Lead: Person, P.E.

- 6.5 MGD to 8.0 MGD Restoration
- Biological Treatment Capacity Increase
- 8 MGD to 13.25 MGD Expansion
- Development of Expansion Alternatives
- Hydraulic Modeling
- Biological Modeling
- Headworks
- Primary Clarification
- Flow Equalization
- Bio-Reactor Expansion
- Secondary Clarification
- Tertiary Filtration
- UV Disinfection to Meet Title 22 Requirements
- WAS Thickening
- Anaerobic Digestion, Solar Drying, and Odor Control



- Oxidation Ditch
- Chlorine Disinfection
- Anaerobic Digestion
- Solar Drying

HEBER PUBLIC UTILITY DISTRICT

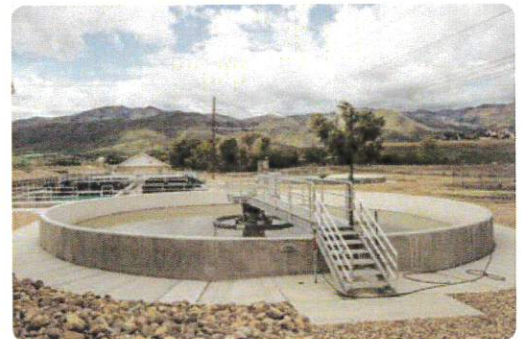
Wastewater Treatment Plant



Client: Heber Public Utility District
Reference: Juny Marmolejo | 760.562.3635
Location: Heber, CA
Dates: 00/00/0000
Capacity: 1.2 MGD
Firm: AQUA Engineering

Features

- Planning and Design Services
- 1.2 MGD Activated Sludge Treatment Facility
- Facility Expansion alternatives
- Influent Pumping
- Headworks Screening
- Grit Removal
- Nutrient Removal
- Fixed Film/Activated Sludge Process Secondary Biological Treatment
- Secondary Clarification
- UV Disinfection
- Solids Thickening
- Sludge Storage/Digestion
- Solids Dewatering
- Electrical and Controls



THE CITY OF REXBURG

Water Reclamation Facility | Solids Handling, Class A Digestion



Client: City of Rexburg
Reference: Jared Gunderson, Sewer Department Head
208.716.1323
Location: Rexburg, ID
Dates: 2015
Capacity: 6 MGD Average Daily Flow
Cost:
Firm: AQUA Engineering
Lead: AQUA Principal

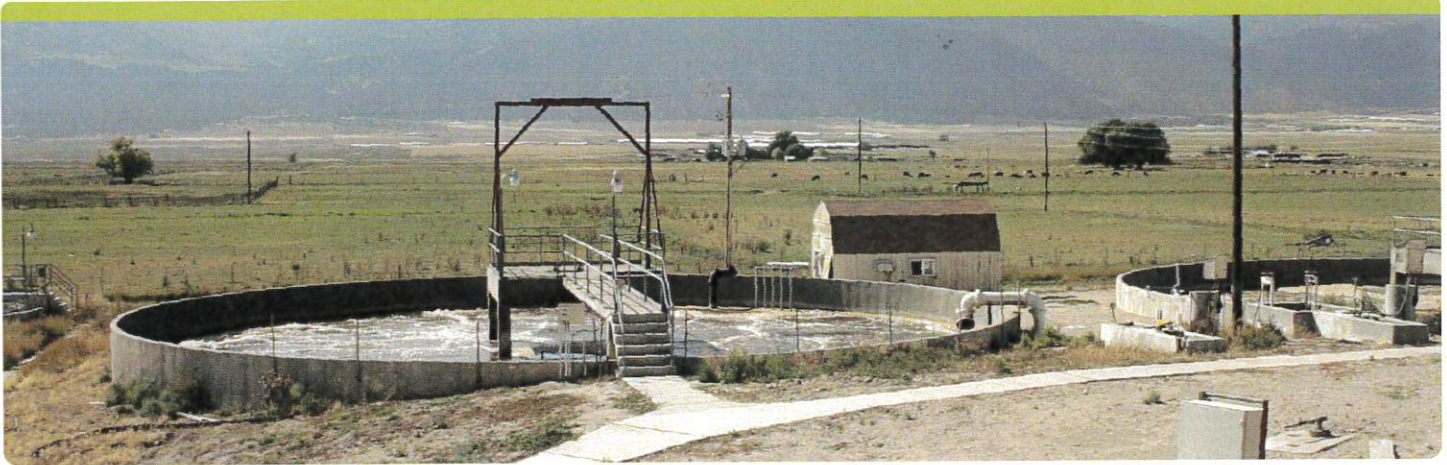
Features

- Water Reclamation Facility Upgrades
- Innovative Monsal/Suez Digestion System, Class A Biosolids
- Self-Sustaining Bio-Methane Pasteurization and Floor Heating System Process
- Activated Waste Sludge to Class A Biosolid Process



MORONI CITY

Wastewater Treatment Plant Kubota Flat Plate MBR



Client: Moroni City
Reference: Larry Hall | 801.209.6382
Location: Moroni, UT
Dates: 2010
Capacity: 1.5 MGD
Cost: \$4.2 Million, including all engineering design and construction services
Firm: AQUA Engineering
Lead: AQUA Principal

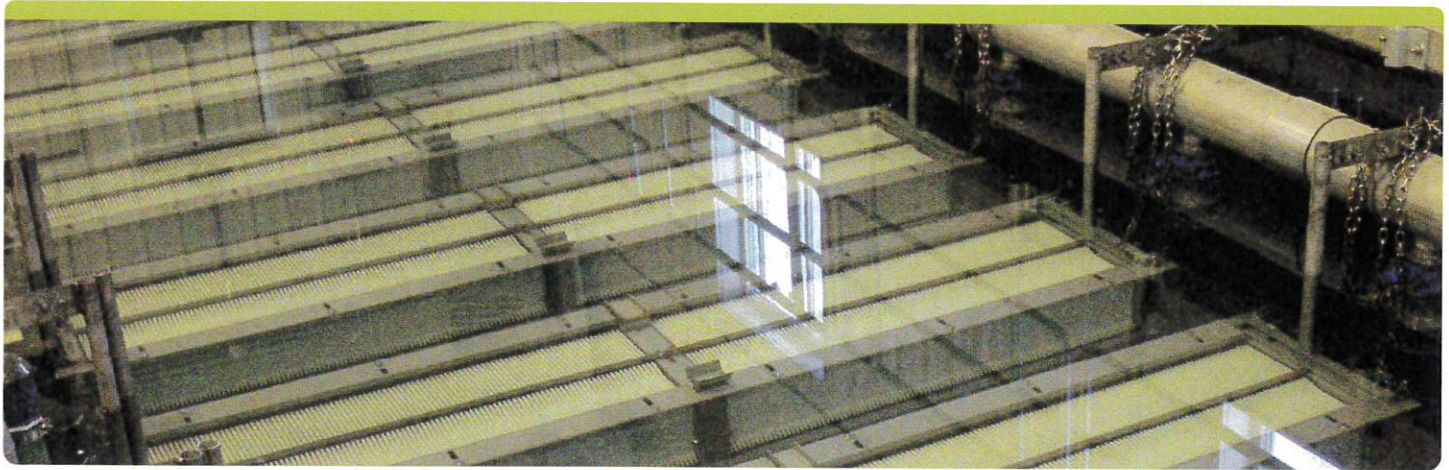
Features

- Master Planning
- Funding Assistance
- Detailed Design
- Prepurchase of Major Equipment
- Operational Permit Negotiations
- Bidding Services
- Construction Oversight
- Start-up Services
- Moroni City and Moroni Feed Company Treatment
- Facility Expansion
- Membrane Bioreactor Processing
- Aeration Basins for Aerobic and Anoxic Processing
- Digester Improvements
- Improved Belt Press Sludge Conveyance



CITY OF JEROME

Wastewater Treatment Plant | Kubota MBR



Client: City of Jerome
Reference: Steve Kolar, Public Works | 208.308.4872
Location: Jerome, ID
Dates: 2008
Capacity: 3.5 MGD Expandable to 5 MGD
Cost: \$13 Million, including all engineering design and construction services
Firm: AQUA Engineering
Lead:

Features

- Kubota Flat Plate MBR
- Master Planning, Funding Assistance, Design, Prepurchasing, Permitting, Construction Oversight, Operations Consulting
- Wastewater Treatment Capacity Increase
- Facility Planning
- Aeration to MBR Treatment System Conversion
- BOD Loading Expansion Enablement
- Biological and Chemical Phosphorus Remove Upgrades
- Headworks, Biotower, Pumping, MBR Tanks, Aeration, UV Disinfection, and SCADA/Telemetry



TOOELE CITY

Wastewater Treatment Facility, Trident Press, and Solar Drying Facility



Client: Tooele City
Reference: Dan Olsen | 435.882.1952
Location: Tooele, UT
Dates: 2014
Capacity: 3.4 MGD
Cost: \$3.2 Million
Firm: AQUA Engineering

Features

- 3.4 MGD Biological and Solids Treatment Process Expansion Plan
- Hydraulics, Process Overflows, and Plant Improvements
- Conveyance Structures Hydraulic Model
- Hydraulic Capacity Restoration and 3.4 MGD Expansion
- Biological Modeling for Oxidation Ditch Capacity Increase
- Diffused Aeration
- Overall Plant Power Usage Efficiency Increase
- Concrete Sludge Holding Tank
- Fine Bubble Diffusers
- UV Disinfection Building
- Concrete Solar Drying Beds
- Dewatering Building
- Sludge Conveyors
- Rotary Lobe Pumps



FAIR OAKS FARMS FERTILIZER PLANT & MANURE SYSTEMS

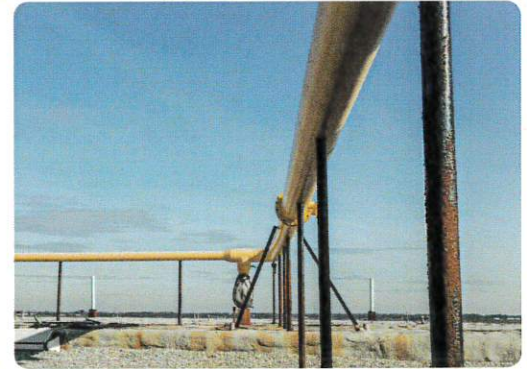
Wastewater Treatment Facility, Trident Press, and Solar Drying Facility



Client: Alder Construction Company | Manure Systems
Reference: Eric Alder | xxx.xxx.xxxx / Kerry Dolye | xxx.xxx.xxxx
Carl Ramsey | 219.869.1773
Location: Fair Oaks, Indiana
Dates: 2016
Capacity: N/A
Cost: \$13.5 Million
Firm: AQUA Engineering

Features

- Advanced Anaerobic Digestion
- Substrate Handling & Management
- Gas System Design & Construction
- Trident Nutrient Recovery System
- Dry Minerals and Dewatered Manure Cake Storage
- Dry Fertilizer Production of up to 70,000 Dry Tons Annually
- Multidisc Presses



WOLF CREEK RESORT

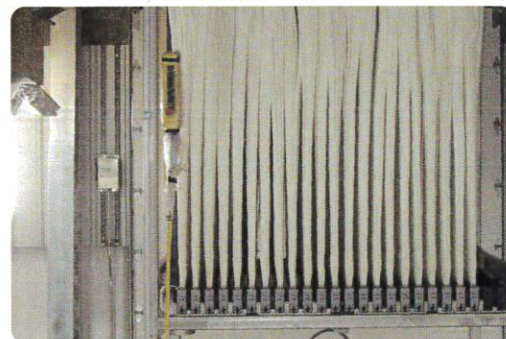
Water Reclamation Facility | MBR and Headworks



Client: Wolf Creek Resort
Reference: Rob Thomas, Wolf Creek Resort | 801.430.4647
Location: Eden, UT
Dates: 2008
Capacity: 500,000 GPD, expandable to 1 MGD
Firm: AQUA Engineering

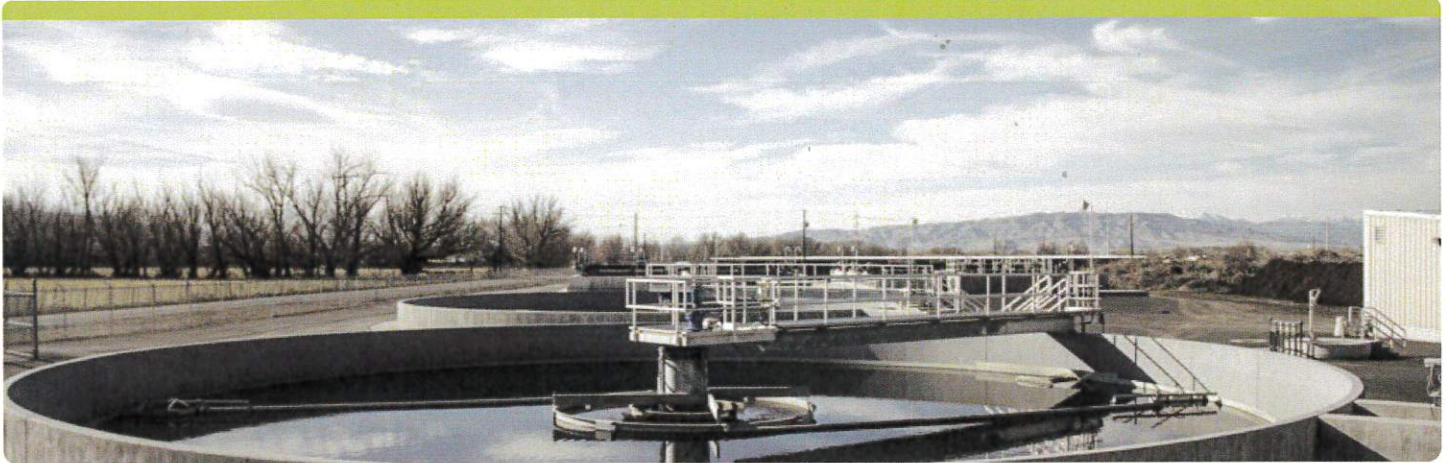
Features

- GE/Zenon ZeeWeed Hollow Fiber MBR
- Master Planning
- Funding Assistance
- Detailed Design
- Pre-Purchase of Membrane Equipment
- Operational Permit Negotiations
- Bidding Services
- Construction Oversight
- Operating Services
- SCADA/Telemetry
- Construction Management Services
- Biological Treatment Systems
- UV Disinfection Facility
- Rapid Infiltration Basins
- Standby Power Systems



SPRINGVILLE CITY

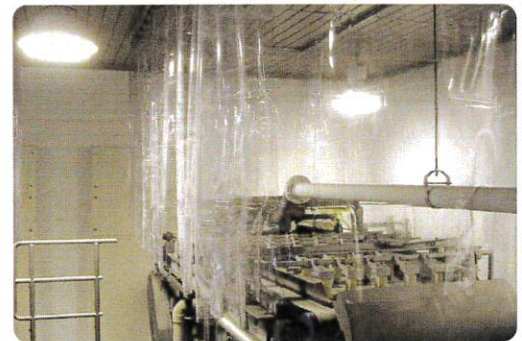
Wastewater Treatment Facility



Client: Springville City
Reference: Rick Roberts, Sewer Department Head
801.489.2745
Location: Springville, UT
Dates: 2009
Capacity: 6 MGD
Cost: \$11 Million, including all engineering, design and construction
Firm: AQUA Engineering

Features

- Master Planning
- Funding Assistance
- Design
- Pre-Purchase of Major Equipment
- Bidding Services
- Construction Management
- SCADA/Telemetry
- Start-Up Services
- Trickling Filter Plant Integration
- 12 STM Aerotors
- Activated Sludge Process
- Hydraulic Structures
- Clarifiers, Snail Trap, Pump Stations, Grit Removal



OREM

Wastewater Treatment Facility



Client: Orem
Reference: Chris Tschirki, Orem Public Works
801.229.7510
Location: Orem, UT
Dates: 2012
Capacity: 13.5 MGD
Cost: \$14.5 Million
Firm: AQUA Engineering

Features

- Biological Nutrient Removal
- New Thermophilic Digester with a Plug Flow Reactor
- Class A Biosolids for Reuse
- Primary Clarification
- Waste Activated Sludge
- 50% Reduction of Solids Dewatering and Disposal
- 280,000 Gallon Bio-Reactor
- 120ft Dia Secondary Clarifier
- UV Disinfection
- Water Re-use Station
- Blower Equipment Upgrades
- Master Planning, Pre-Purchasing, Funding Assistance
- Design and Construction Management
- SCADA/Telemetry



EAGLE RIVER WATER & SANITATION DISTRICT

Wastewater Treatment Facility Improvements - Avon, Vail, and Edwards



Client: Eagle River Water & Sanitation District
Reference: Parker Newbank III. | 970.477.5496
Location: Vail, CO
Dates: 00/00/0000
Capacity: XX MGD
Cost: \$3.7 Million
Firm: Bob Frchetti, PE | Project Engineer of Record
Lead: Bob Frchetti, PE

- Replacement of Screenings Wash Press
- SCADA & PLC Upgrades
- BNR Upgrade

Avon 4.3 MGD WWTF:

- Automating equalization return pumping system, ICE system consolidation
- Energy Efficiency Improvements / Blower Upgrade
- Design-build services in support of new aeration control strategy
- New fine bubble diffuser system for secondary treatment
- \$73,000 annual savings achieved through improved blower control
- New IMLR system for total nitrogen control (Nit/Denite)

Edwards 2.95 MGD WWTF:

- Headworks Improvements, rehabilitation of raw influent lift station, and improvements to internal mixed liquor recycle system
- Replaced existing Archimedes influent pumps with new submersible pump station utilizing screw centrifugal pumps in pre rotation basins
- Supervisory Control and Data Acquisition (SCADA) Upgrades
- Reconfigured 2 aeration basins to be anoxic treatment zones for BNR (TIN)
- Headworks screenings compactor PLC programming
- Mixer, piping, valving and aeration work in Aeration basins 1 & 2
- New duplex groundwater pumping system, new duplex sanitary sump pumping system

Vail 2.7 MGD WWTF:

- New high-speed turbo blower installation
- Modifications to nitrification system
- New Master Blower Control Panel for existing blowers
- Automated equalization return pumping system
- Plant-wide ICE system consolidation

Bob Frchetti, P.E., Project Manager Prior Experience

Bob Frchetti (formerly of Frchetti Engineering/FEI) joined forces with AQUA Engineering to open a Denver, Colorado office under Bob's leadership. BoBob will lead the AQUA Engineering team as the Project Manager/Principal-in-Charge. In addition to AQUA's firm experience, Mr. Frchetti brings a wealth of Colorado experience. The following is a summary of his project firm:

Colorado Springs Utilities (CSU) Biogas Utilization Study

Principal Engineer / Project Manager for 1000 CFM anaerobic sludge digestion biogas utilization study. Led alternatives evaluation to identify the most economically viable project to beneficially use biogas. Conducted preliminary design of gas conditioning and cleaning technology, connection to natural gas pipelines, "green-gas" market assessment including RIN analysis, evaluated potential for food-waste diversion to co-digestion, and alternate project delivery models including privatization, public private partnerships, design-build, and design-bid-build. Preliminary design of recommended facilities including food waste receiving and processing for increased gas production.

St. Vrain Sanitation District WWTF

Principal Engineer / Project Manager for the #31 MM WWTF Expansion, which increased the existing facility capacity from 3 to 6 MGD with new influent pumping, headworks, new advanced BNR oxidation ditch process, high-speed turbo blowers, 2nd generation ATAD biosolids, UV disinfection, administration building, and laboratory. Responsible for the utility plan amendment, facility performance evaluation (CPE), basis of design, preliminary engineering, final design, and construction engineering and administration.

Town of Crested Butte WWTF

Principal Engineer/Project Manager for WWTF expansion from 0.6 to 0.75 MGD on small site in mountain climate. Project converted/retrofitted existing oxidation ditch secondary process to a 3-train MLE process for total nitrogen control with anaerobic selectors, high-efficiency automated screw compressors with DO control, diffused aeration system, IMLR pumping, UV disinfection, new headworks, updated controls, electrical and SCADA. Responsible for preliminary design, permitting, final design, and construction engineering. Also directed the rate analysis and funding consulting to obtain DOLA grant & SRF loan.

Town of Bennett WWTF

Principal Engineer/Project Manager for new WWTF project to replace existing aerated lagoon facility with state of the art SBR facility with full biological nutrient removal, including secondary treatment process, influent pump station, headworks, biosolids handling including screw press dewatering, and UV disinfection. Responsible for preliminary design, permitting, final design, and construction engineering.

Town of Lyons WWTF

Principal Engineer/Project Manager for the design-build of this new 0.4 MGD advance SBR treatment facility. As part of the energy performance contracting effort, the upgrade improved technical processes and operation and allowed for significant cost savings following the destruction of the 2013 flooding. Facility included influent pumping, headworks, SBR, solids handling and dewatering, UV, SCADA, odor control.

City of Boulder IBM Lift Station

Principal Engineer / Project Manager for 2.8 MGD Lift Station retrofit/upgrade with innovative conversion of an existing aged station to a new submersible pump arrangement with self-cleaning trench-style wetwell and expanded emergency overflow and back up pumping. Responsible for pre-design, permitting, design, and construction administration.

Mt. Crested Butte WWTF Comprehensive Performance Evaluation (CPE)

Principal-in-Charge / Project Manager. Led multi-disciplinary engineering CPE team to perform a complete facility audit for 1.2 MGD WWTF to identify performance limiting factors, define unit process capacities, and evaluate operations and capital improvements alternatives to achieve effluent limits and performance goals.

Town of Erie WWTF Facilities Plan and Comprehensive Performance Evaluation (CPE)

Principal-in-Charge / Project Manager. Led multi-disciplinary engineering CPE team to perform complete WWTF facility audits on the Town's two facilities to identify performance limiting factors, define unit process capacities, and evaluate operations and capital improvements alternatives to assess consolidation and expansion options achieve capacity, effluent limits, and performance goals.

Nederland WWTF

Principal Engineer / Project Manager for the preliminary design phase for a 0.5 MGD WWTF that replaced the Town's aerated lagoon. The new facility is designed for total nitrogen and phosphorus control for a total project cost within the Town's budget. The facility includes an advanced hybrid SBR process with jet aeration and phosphorus removal.

Vail WWTF Instrumentation Upgrades (Eagle River Water & Sanitation District)

Project Manager / Principal Engineer. The Vail WWTP project included: a dynamically automated equalization basin return flow system, D.O. based airflow control system to aeration selector cells, in-situ ammonia analyzer / monitoring system, and nitrification filters airflow metering. Project was of a design-build format, requiring engineering, and management and coordination of vendors and contractors. Owner realized total project cost and significant energy cost savings.

Town of Ault WWTF

Principal Engineer to upgrade the existing lagoon treatment facility. Project included planning and funding assistance, project management, agency coordination, design, and construction management. Helped the Town obtain a \$2M CDPHE Loan for 0% and \$2M Grant from DOLA.

Avon WWTF Blower Control Project Eagle River Water & Sanitation District

Project Manager / Principal Engineer. The Avon WWTP project included a new fully automated five centrifugal blower control system, incorporating energy-saving techniques from D.O. based airflow control, blower inlet valve throttling, and blower discharge manifold modifications. Owner realized total project cost and significant energy cost savings with a three-year payback on their investment.

Town of Georgetown WWTF

Project Manager / Principal Engineer for a \$5.8 Million facility retrofit and capacity expansion to 0.8 MGD. Existing extended air activated sludge facility converted to an integrated fixed film activated sludge (IFAS) system with full biological nutrient (nitrogen and phosphorus) removal to low levels at low temperatures of < 6 deg C. Plant achieves TIN levels of less than 6 mg/L and TP levels < 0.3 mg/L. Designed moving bed sand filter for combined phosphorus and metals (zinc) removal by chemical addition/pH adjustment and filtration. Construction completed in 2011. Project received the 2012 ACEC Honor Award for Engineering Excellence.

City of Idaho Springs WWTF

Project Manager / Principal Engineer. The project involved replacement of grit removal system, jet aeration equipment, new high-speed turbo blowers, new chemical & office building addition, among other operational controls and facility improvements. The CMAR delivery method was employed to maximize the amount of improvements allowed by the fixed budget (EPA STAG grant funding)

Clearwater Water Reclamation Facility

Project Manager and lead design engineer for the design of a new 0.165 MGD membrane bioreactor (MBR) water reclamation facility and reclaimed effluent pump station. Supervised and managed all design engineering disciplines including civil, structural, mechanical, electrical, process and architectural engineering. This project is the first approved in Colorado to distribute Category 3 reclaimed effluent under CO Regulation 84.

Tabernash Meadows Water & Sanitation District Biosolids Handling Improvements

Project Manager / Principal Engineer. Due to high annual costs for long-distance liquid biosolids hauling the District sought a solution to decrease their solids disposal costs. Designed a screw press dewatering process and headworks fine screen.

Squaw Creek WWTF (Eagle River Water and Sanitation District)

Lead design engineer and onsite construction engineer/manager for a \$16 million expansion project to increase the capacity and treatment capabilities for nitrification. Project also included 1st Generation ATAD for solids stabilization. Bob provided construction management and resident engineering during construction.

Town of Kersey WWTF

Project manager and lead design engineer for a 0.4 MGD new advanced sequencing batch reactor (SBR) facility to replace the Town's oxidation ditch system. Managed or performed all permitting, design and construction engineering services for the project. The design included influent sludge conditioning, influent equalization, and an integrated high-rate denitrification reactor.

Ute Lake Ranch Wastewater Reclamation Facility

Project Manager and lead design engineer for a new advanced 0.165 MGD SBR facility. Provided or managed all engineering services for the design and construction of four community pump stations and the central treatment facility. Facility process design included the headworks, SBR process, effluent equalization, solids dewatering, chlorine disinfection, instrumentation and controls, and reclaimed effluent pumping.

Boulder County / Eldorado Springs Wastewater System

Project Manager, lead design engineer, and construction engineer for a \$1.8 MM project to provide a new community wastewater collection and treatment system. Prepared the CDPHE Site Application, a Utility Plan, and a Boulder County 1041 Permit, Prepared Final Design Documents. Project delivered using Design-Build approach.

Wolf Creek Ski Area WWTF

Project Manager and lead design engineer for the retrofit and upgrade to the existing WWTF to a hybrid sequencing batch reactor (SBR) activated sludge process. Prepared Final Design (plans and specifications) and managed office and field engineering.

West Jefferson County WWTF

Design engineer for \$2.3 million WWTP expansion for West Jefferson County Metro District. Responsibilities included process design; aeration basin modifications, plant hydraulics, and aerobic digester design below a sludge processing building and maintenance garage; and biofilter design for odor control.

Tri-Lakes WWTF

Project Engineer for design of capacity expansion to 4.2 mgd. New facilities included a simultaneous nitrification/denitrification (Parkson BioLac) aeration basin and a secondary clarifier. Responsibilities included process

equipment layout and design and hydraulic profile

Plum Creek WWTF

Design engineer for expansion of WWTP from 2.3 mgd to 3.55 mgd for Plum Creek Wastewater Authority. Responsible for process design, hydraulics, design and retrofit of aeration system. During construction performed resident engineer observation, submittal review, construction schedule review, pay request approval, and administration of weekly progress meetings.

Broomfield WWTF Odor Control Assessment Study/Design

Design Engineer on study to identify potential odor-generating WWTP processes and identify immediate, near-term, and long-term odor control improvements. Designed ferric chloride storage and feed system, biofilter, and assisted with headworks and grit facilities design for treatment of foul air.

201 Facility Plan Amendment: Sludge Management Plan Madison Metropolitan Sewerage District.

Project Engineer. Evaluated alternatives for a 450 wet-ton/day sewage sludge management program for the Nine Springs Wastewater Treatment Plant (36 MGD design capacity). Performed 20-year present worth economic analysis and cost comparison on each of the short-listed alternatives.

*Letters of Recommendation for Bob Frachetti can be found attached in Appendix C.

Additional MBR Project Experience

- **Oakley City, Utah, WRF** - 0.25 MGD ZeeWeed MBR. 2003 First MBR facility in Utah and received the ACEC Grand Award for Utah. Aqua Environmental Services (AES) is contract operating this facility.
- **Chino Valley, Arizona, WRF** - 0.25 expandable to 1.0 MGD Kubota MBR. 2005 This was the first flat plate MBR in Arizona and received many awards in Arizona.
- **Hyrum City, Utah, WRF** - 1.3 expandable to 2.0 MGD Kubota MBR. 2005 This was the first flat plate MBR in Utah and at the time the largest Kubota plant in the US.
- **Paa-ko, New Mexico, WWTP** - 0.1 MGD Kubota MBR. 2006 This is a private development on the east side of Albuquerque.
- **Jerome City, Idaho, WWTP** - 3.5 MGD expandable to 5.0 MGD Kubota MBR. 2006 This facility is 50% dairy processing waste.
- **Moroni City, Utah, WWTP** - 1.0 MGD Kubota MBR. 2010 This is primarily a turkey processing wastewater (80%).
- **The Cliffs Development, Boise, Idaho, WRF** - 0.6 MGD Kubota MBR. 2007 This facility was 100% designed and approved by IDEQ, but was not constructed. An environmental group bought the development for winter grazing land for mule deer.
- **Edgewood City, New Mexico, WRF** - 0.150 MGD Kubota MBR. 2008
- **Richmond City, Utah, WRF** - 0.6 MGD Kubota MBR. 2008
- **Inscription Canyon Ranch, Arizona, WRF** - 0.3 MGD Kubota MBR. 2008 This facility was 100% designed and approved by ADEQ, but the developer had a huge downturn in sales and did not build the plant.
- **Wolf Creek SID, Utah, WRF** - 0.5 MGD ZeeWeed MBR. 2008 This facility is contract operated by AES.
- **Imperial County, California, WRF** - 5 MGD ZeeWeed MBR. 2009 This facility was 100% designed and approved the California Health Department. However, there was a downturn in growth and the County was not able to get funding to build the plant.
- **San Felipe Pueblo, New Mexico, WRF** - 0.3 expandable to 0.6 MGD Kubota MBR. 2009 This facility is contract operated by SMA Operations, a partner of AES.
- **Taos Pueblo, New Mexico, WRF** - 2.0 MGD ZeeWeed MBR. 2009 This is contract operated by SMA Operations, a partner of AES, and received the top operated plant award for 2016 in New Mexico.
- **West Wendover City, Nevada, WRF** - 2.0 MGD ZeeWeed MBR. 2010 This is a gaming community on the border of Utah on I-80. AES serves as the lab director for this facility.
- **Fort Shafter Flats, Hawaii, WRF** - 2 MGD ZeeWeed MBR. 2013 This facility is 100% designed and approved for construction. It is waiting for funding to come through.
- **Beaumont City, California, WRF** - 6 MGD Fibrecast MBR (In Construction - 2020) This is a new flat plate membrane developed the same group that developed Zenon-ZeeWeed.
- **Santa Fe County, New Mexico, WRF** - 0.5 MGD expandable to 1.0 MGD. ZeeWeed MBR. 2020 In construction.
- **Imperial City, California, WRF** - 2.4 MGD ZeeWeed MBR (In Construction 2020) This is a scaled down, new design of the facility that the County was going to build above.
- **South Davis Sewer District, South Plant, North Salt Lake, Utah** - 4.0 MGD ZeeWeed MBR 2020 - 100% designed and project delayed. Will be used to separate algae from effluent to recover nutrients.
- **South Davis Sewer District, North Plant, West Bountiful, Utah** - 6.0 MGD expandable to 12 MGD. ZeeWeed MBR. 2020 - in design. Used to separate algae from effluent to recover nutrients.
- **Hyrum City, Utah, WRF** - 2020 - in design. Expanding to 3 MGD, using new Kubota Flat Plate MBR for expansion and to replace old membranes also.

Additional Wastewater Project Experience

- Amangiri Wastewater Treatment Plant, Big Water, UT
- Ananyu Water Reclamation Facility, Hurricane, UT
- Antelope Point Marina Wastewater Treatment Plant, Page, AZ
- Ash Creek Wastewater Treatment Facility, Hurricane, UT
- Bayfield Water Reclamation Facility, Bayfield, CO
- Bench Lake Water Reclamation Facility – Hurricane, UT
- Big Park Water Reclamation Plant – Sedona, AZ
- Bristlecone Water Reclamation Facility–Bryce Canyon, UT
- Bison Creek Water Reclamation Facility – Huntsville, UT
- Bullhead City Wastewater Treatment Plant – Bullhead City, AZ
- California City Wastewater Treatment Plant – California City, CA
- Central Davis County Sewer District Wastewater Treatment Plant – Kaysville, UT
- Cedar City Wastewater Treatment Plant – Cedar City, UT
- Chino Valley Water Reclamation Facility – Chino Valley, AZ
- Cliffs Water Reclamation Facility Boise, ID
- Confluence Park Wastewater Treatment Plant, Toquerville, UT
- Dameron Valley Wastewater Treatment Facility – Dameron Valley, UT
- Diamond Ranch Water & Wastewater Facility – Toquerville, UT
- Diamond Ranches Wastewater Treatment Facility – Diamond Valley, UT
- Diamond Ridges Wastewater Treatment Plant – Diamond Valley, UT
- Driggs Wastewater Treatment Facility, Driggs, ID
- E.A. Miller Wastewater Treatment Treatment Plant – Hyrum, UT
- Eagar Wastewater Lagoons – Eagar, AZ
- East Zion's Special Service District – Wastewater Treatment Facility
- Edgewood Water Reclamation Facility – Edgewood, NM
- Elko Wastewater Treatment Plant – Elko, NV
- Franklin City Wastewater Treatment Plant – Franklin, ID
- Fort Shafter Water Reclamation Facility – Honolulu, HI
- Gallup Wastewater Treatment Plant - Gallup, NM
- Gem Village Wastewater Treatment Lagoons – Bayfield, CO
- Grantsville Wastewater Treatment Lagoons – Grantsville, UT
- Hailey Wastewater Treatment Plants – Hailey, ID
- Heber Valley Water Reclamation Facility - Heber, UT
- Heber Water Reclamation Facility – Heber, CA
- Hyrum Wastewater Treatment Plant – Hyrum, UT
- Imperial Valley Water Reclamation Facility – Imperial Valley, CA
- Inscription Canyon Ranch Water Reclamation Facility – Prescott, AZ Jerome City Wastewater Treatment Plant – Jerome, ID
- Kamloups Wastewater Treatment Plant – Kamloop, British Columbia, CA
- Katherine Heights Wastewater Treatment System – Bullhead City, AZ
- Kennecott Refinery Wastewater Treatment Plant – Magna, UT
- Las Gallinas Water Reclamation Facility – San Rafael, CA
- LDS Cannery Wastewater Treatment Plant – Murray, UT
- Leeds Regional Water Reclamation Facility – Leeds, UT
- Magna Water Reclamation Facility – Magna, UT Mancos Wastewater Facility – Mancos, UT

SECTION 5 - RELATED PROJECT EXPERIENCE

- Morgan Wastewater Treatment Facility – Morgan, UT
- Moriarty Wastewater Plant – Moriarty, NM
- Moroni Wastewater Treatment Plant – Moroni, UT
- Mosaic Water Reclamation Facility – Toquerville, UT
- Mountain Green Wastewater Treatment Plant – Mountain Green, UT
- Oakley Water Reclamation Facility – Oakley, UT
- Orem Wastewater Treatment Plant – Orem, UT
- PaaKo Water Reclamation Facility – PaaKo, NM
- Page Wastewater Treatment Plant – Page, AZ
- Parker Water Reclamation Plant – Parker, AZ
- Pinion Hills Wastewater Plant – Pinion Hills, NM
- Prescott City Airport Wastewater Treatment Plant – Prescott, AZ
- Preston City Wastewater Treatment Plant – Preston, ID
- Rexburg Wastewater Treatment Facility – Rexburg, ID
- Richmond Water Reclamation Facility – Richmond, UT
- Ruth's Diner Wastewater Treatment Plant – Emigration Canyon, UT
- Salem Wastewater Treatment Lagoons – Salem, UT
- Salt Lake City Wastewater Treatment Plant – Salt Lake City, UT
- San Felipe Water Reclamation Facility – San Felipe Pueblo, NM
- Santa Rosa Wastewater Plant – Santa Rosa, NM
- Santaquin Wastewater Treatment Facility – Santaquin, UT
- Silver Pointe Wastewater Plant – Leeds, UT
- South Davis Co. Sewer Improvement Dist. South Wastewater Treatment Plant – North Salt Lake, UT
- South Davis Co. Sewer Improvement Dist. North Wastewater Treatment Plan – West Bountiful, UT
- Springdale Wastewater Treatment Facility – Springdale, UT
- Springer Wastewater Plant – Springer, NM
- Stansbury Wastewater Treatment Facility – Stansbury City, UT
- Taos Wastewater Plant – Taos, NM
- Tooele Valley Water Reclamation Facility – Tooele Co., UT
- Tooele Wastewater Treatment Facility – Tooele, UT
- Tukumcari Wastewater Plant – Tukumcari, NM
- Tuhaye Ranch Wastewater Treatment – Jordanelle, UT
- Wahweep Marina Wastewater Facility – Wahweep Marina, AZ
- Wolf Creek Water Reclamation Facility – Wolf Creek, UT
- Wendover Wastewater Treatment Facility – Wendover, UT
- West Point Dairy Wastewater Treatment Plant – West Point, UT
- Western Riverside County Regional Wastewater Authority – Riverside, CA
- Western Zirconium Process Wastewater Treatment, Ogden, UT
- Willow Creek Wastewater Treatment Facility – Lake Arrowhead, CA

Contact us for more examples or information about our project experience



Section 6

Project Schedule

**Town of Johnstown, Low Point Wastewater Treatment Plant Expansion
Preliminary Schedule**

ID	Task Mode	Task Name	Duration	Start	Finish	1st Quarter Jan	Feb	Mar	2nd Quarter Apr	May	Jun	3rd Quarter Jul	Aug	Sep	4th Quarter Oct	Nov	Dec	1st Quarter Jan	Feb	Mar
1		Project Management	12 days	Fri 2/14/20	Sun 3/1/20															
2		Project Coordination																		
3		Project Work Plan																		
4		Coordination Meetings																		
5		Progress Status Updates																		
6		Stakeholder / Town Council Meetings																		
7		Planning, Wastewater Facility Plan Update & Funding Assistance	65 days	Mon 2/17/20	Fri 5/15/20															
8		NRWQPA Facility Plan Update																		
9		Preliminary Effluent Limits																		
10		Basis of Design Development & Memorandum																		
11		Funding Assistance - SRF and DOLA Funding * Municipal Lease Assistance *Optional Task – Additional Service and \$																		
12		Site Survey of WWTF (planimetric data) and Geotechnical Engineering																		
13		Preliminary Engineering	76 days	Mon 3/2/20	Mon 6/15/20															
14		Technology and Equipment Memoranda: Alternatives analysis and selection (recommendation); and preliminary engineering																		
15		30% (Preliminary) Design Drawings																		
16		CDPHE Site Approval Application	121 days	Mon 3/16/20	Mon 8/31/20															
17		Draft Site Application																		
18		Final Site Application																		
19		Site Application Submittal to CDPHE																		
20		CDPHE Review																		
21		Process Design Report (PDR) & 60% Design Drawings	121 days	Mon 6/1/20	Mon 11/16/20															
22		Prepare Draft PDR																		
23		60% Design Drawings & Specifications																		
24		Town Review and Workshop																		
25		Finalize PDR / Submit to CDPHE																		
26		CDPHE Review																		
27		Construction Plans & Specifications (Final Design)	111 days	Mon 8/31/20	Mon 2/1/21															
28		Project Design Workshops																		
29		Final Design Drawings & Specifications																		
30		CDPHE Submittal Streamlined Review																		
31		Assistance to Town with Building Department Process																		

AQUA Engineering
5325 S Valentia Way
Greenwood Village, CO 80111

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

AGENDA ITEM 10D

Water Transfer Request

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 6, 2020

ITEM NUMBER: 10D

SUBJECT: Water Transfer Request – Platte Land & Water to Johnstown Plaza Apartments LLC

ACTION PROPOSED: Consider the Water Transfer Request as Presented.

ATTACHMENTS:

1. Platte Land & Water Request
2. Ransom Annexation (Pages from Annexation)
3. Stock Trace on Share No. 6919
4. Memo for Johnstown Plaza Multi-Family Water Demand Estimate – September 16, 2019
5. Memo for Johnstown Plaza Water Acquisition – February 27, 2020

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

On the November 4, 2019, Town Council Meeting, Town Council was introduced with an item for consideration by Johnstown Plaza Development. The request made was for the Town to provide Johnstown Plaza Development with water supply for their multi-family development at a to be determined cash-in-lieu rate. The request was unanimously denied by the Town Council thus requiring Johnstown Plaza to acquire the necessary water for the development.

Attached is a memorandum from Helton & Williamsen dated September 16, 2019, providing an estimated water dedication for the multi-family development. The total water demand is estimated at 86.35 acre feet of Home Supply Water, which makes an assumption that raw water usage for irrigation is not possible through the Farmers Ditch. To meet the total water demand, Johnstown Plaza has coordinated a proposed acquisition of 11.75 units of decreed Home Supply Water Shares and each share has a firm yield of 8 AF per share.

Based on the memorandum provided by Platte Land & Water, they are proposing to sell the 11.75 units of Home Supply to Johnstown Plaza Development. The sale would consist of two (2) blocks of water, 5.75 and 6 shares respectively. While there are no concerns with movement of the 5.75 shares (originally from the JT Family Partnership), the 6 shares are attached to the Ransom Annexation which was approved in March 2008. As part of the annexation agreement, Section 9 addresses Water Dedication Rights and states the following:

Section 9

- *"...Owner shall dedicate to the Town all appurtenant water right appurtenant to the Property no later than the date of approval of the final plat of the first phase of the project."*
- *"....Owner may sell or transfer water rights appurtenant to the subject property only with the prior written approval of the Johnstown Town Council."*

You may recall a similar issue to this in November 2019. This request is slightly different in the fact that even though the water is proposed to move from the Ransom Annexation Property, it is moving within the Town of Johnstown Water Service Area. The matter considered by Council in November 2019, a portion of the water was actually moving outside of the Johnstown Service Area. In compliance with Section 9, this matter is being brought before you for authorization to permit the sale and transfer of the water.

Permitting this transaction to occur would provide for Johnstown Plaza's Multi-Family Development to move forward and meet the water dedication requirements and expectations of the Town.

LEGAL ADVICE:

The Town Attorney has reviewed the issue, having no significant concerns with the request.

FINANCIAL ADVICE:

Not Applicable

RECOMMENDED ACTION: Approve the sale and transfer as proposed for the multi-family development in Johnstown Plaza.

SUGGESTED MOTIONS:

For Approval:

I move to approve the sale and transfer of 6 shares of Home Supply Water from the Ransom Annexation to Johnstown Plaza Apartments LLC for the multi-family development currently under construction in the Johnstown Plaza Development. Accordingly, I direct the Town Manager to provide written approval of the sale and transfer of the water appurtenant to the Ransom Annexation to Platte Land & Water, LLC pursuant to Paragraph 9 of the Annexation Agreement.

For Denial:

I move that we deny the sale and transfer of 6 shares of Home Supply Water appurtenant to the Ransom Annexation property.

Reviewed and Approved for Presentation:

Town Manager



March 10, 2020

Town of Johnstown
450 S Parish Ave.
Johnstown, Colorado 80534
Attn: Matt LeCerf, Town Manager

RE: Pending transfer from Platte Land & Water, LLC (“PLW”) to Johnstown Plaza Apartments, LLC (“JPA”) of 6 shares of Consolidated Home Supply Ditch and Reservoir Company and 5.75 additional credits associated therewith

Dear Mr. LeCerf:

The purpose of this letter is to request that the Town of Johnstown (the “Town”) approve the transfer by PLW of the specific water assets described below to JPA.

PLW owns six shares of capital stock in the Consolidated Home Supply Ditch and Reservoir Company (the “Ditch Company”), represented by Certificate No. 6919 (The “Shares”). As the Town is aware, the Shares were changed to include municipal and other uses pursuant to the decree entered in Case No. 98CW410 (Water Div. 1). Additionally, PLW owns raw water equivalent credits associated with 5.75 shares of capital stock in the Ditch Company (the “Credits”), which Credits are held by the Town in a water bank dedicated to PLW, and equate to 46 acre-feet of raw water dedicated to the Town.

PLW desires to sell and transfer to JPA, and JPA desires to buy from PLW the following: (i) six of the Shares, and (ii) 27 acre-feet of the Credits,

On behalf of PLW, we respectfully request the Town consider and approve this transfer at its earliest convenience.

Sincerely,

Platte Land & Water, LLC

Tim Walsh, Manager

14316675_3

**ANNEXATION AGREEMENT
(MIXED USE ANNEXATION)
RANSOM ANNEXATION**

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____, by and between **Johnstown Land Partners II, Ltd.**, a Colorado limited partnership, hereinafter referred to as "Owner," and the **Town of Johnstown**, a municipal corporation of the State of Colorado, hereinafter referred to as "Johnstown" or "Town."

WITNESSETH:

WHEREAS, Owner desires to annex to Johnstown the property more particularly described on Exhibit A, which is attached hereto, incorporated herein, and made a part hereof (such property is hereafter referred to as "the Property"); and

WHEREAS, Owner has executed a petition to annex the Property, dated May 25, 2007, a copy of which petition is on file with the Town Clerk; and

WHEREAS, Owner has prepared a **Outline Development Plan** identifying and illustrating requested zoning, proposed land use and intended development of the property; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the following agreement regarding annexation of the Property to the Town and other matters as set forth herein; and

WHEREAS, Owner acknowledges that upon annexation, the Property will be subject to all ordinances, resolutions, and other regulations of the Town of Johnstown, as they may be amended from time to time; and

WHEREAS, Owner acknowledges that the need for conveyances and dedication of certain property, including, but not limited to, property for rights-of-ways and easements to Johnstown as contemplated in this Agreement, are directly related to and generated by development intended to occur within the Property

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. ***Incorporation of Recitals.*** The parties confirm and incorporate the foregoing recitals into this Agreement.

Prior to the time of any plat submittal, Owner shall submit an updated Water and Sewer Demand Analysis for the development, to be included with any proposed plats for development. The parties will enter into a separate Water and Sewer Service Agreement no later than the time of final plat approval.

9. **Water Rights Dedication.** Owner shall offer to the Town for dedication all water rights and lateral ditch company rights appurtenant to the Property; provided, however, that no dedication shall be required until the time of the recording of a final plat on part or all of the Property. At the time of such final plat, Owner shall dedicate only such water rights as required pursuant to the then existing Town Code in relation to such plat. Prior to Owner's dedication of appurtenant water rights, Owner may use such water for any lawful purpose including, but not limited to, the continued irrigation of the Property. Further, Owner shall dedicate to the Town all appurtenant water rights appurtenant to the Property no later than the date of approval of the final plat of the first phase of the project. Owner represents that Owner has not sold or transferred any water rights appurtenant to the Property within the past year nor will they do so during the pendency of this annexation petition and once annexed to the Town, Owner may sell or transfer water rights appurtenant to the subject property only with the prior written approval of the Johnstown Town Council.

10. **Municipal Services.** Johnstown agrees to make available to the Property all of the usual municipal services provided by the Town, in accordance with the ordinances and policies of the Town. The services provided by the Town include, but are not limited to, police protection, water and waste water services. Owner acknowledges that Town services do not include, as of the date of the execution of this Agreement, fire protection, or emergency medical services. Subject to the provisions of Paragraphs 8 and 9 above and Owner's performance of all the requirements of the Town's ordinances and policies, the Town shall provide water and sewer services to the land through water and sewer mains, and both parties agree to cooperate to the extent necessary to allow such services with the intent that the cost of delivery of such services shall be borne by the development.

11. **Public Improvements.** Required public improvements shall be designed and constructed to Town standards by Owner and at Owner's expense. Owner further agrees to provide financial guarantees for construction of all required improvements as set forth in each phase or filing of the development and to dedicate to the Town any or all of the improvements as required by Town ordinances. The public improvements and financial guarantees shall be set forth in the Development Agreement for each filing between the Town and Owner. All overhead utility lines shall be undergrounded.

12. **Streets and Arterial Roads.** On-site and required off-site streets shall be designed and constructed to Town standards by Owner at Owner's expense. Owner shall be entitled to reimbursement for oversizing of streets in accordance with the ordinances and policies of the Town.

Cert Date			
2018	#6919 - 6 SHARES - PLATTE LAND & WATER LLC	this comes from:	#6519 - 6 SHARES - JOHNSTOWN LAND PARTNERS II LTD, A COLORADO LIMITED LIABILITY PARTNERSHIP
2006	#6519 - 6 SHARES - JOHNSTOWN LAND PARTNERS II LTD, A COLORADO LIMITED LIABILITY PARTNERSHIP	this comes from:	#6485 - 6 SHARES - RANSOM FARM LLLP
2006	#6485 - 6 SHARES - RANSOM FARM LLLP	this comes from:	#6331 - 8 SHARES - RANSOM FARMS LLLP
2003	#6331 - 8 SHARES - RANSOM FARMS LLLP	this comes from:	#5343 - 10 SHARES - JOHN H CHILSON
1990	#5343 - 10 SHARES - JOHN H CHILSON	this comes from:	#5405 - 10 SHARES - JOHN H CHILSON AND MARION CHILSON AS JOINT TENANTS, AND NOT AS TENANTS IN COMMON
1976	#5405 - 10 SHARES - JOHN H CHILSON AND MARION CHILSON AS JOINT TENANTS, AND NOT AS TENANTS IN COMMON	this comes from:	#3878 - 10 SHARES - HAFFIELD AND MARION CHILSON AS JOINT TENANTS AND NOT TENANTS IN COMMON
1942	#3878 - 10 SHARES - HAFFIELD AND MARION CHILSON AS JOINT TENANTS AND NOT TENANTS IN COMMON	this comes from:	N/A - PREVIOUS RECORDS LOST IN 1976 BIG THOMPSON FLOOD

Map Reference No. = 27
Return Flow Segment = 2
Owner/Former Owner = Chilson
No. of Home Supply Shares = 10
Status 98CW410 = "Included"
Location = 35-5N-68W
Net Irrigated Acres = 60

EXHIBIT A TO LETTER AGREEMENT

HELTON & WILLIAMSEN, P.C. CONSULTING ENGINEERS IN WATER RESOURCES

384 Inverness Parkway, Suite 144
Englewood, Colorado 80112-5822
Phone (303) 792-2161
Fax (303) 792-2165
E-mail: twilliamsen@helton-williamsen.com

September 16, 2019

MEMORANDUM

To: Kim Meyer & Pete Ampe

From: Tom Williamsen

Subject: Water demand estimate – Johnstown Plaza Apartments

This memorandum revises the water demand estimates described in my August 23rd memorandum for the Johnstown Plaza Apartments. I reviewed the revised water demand estimates received September 10 for the Johnstown Plaza Apartments prepared by Jim Shipton, Point Consulting, LLC, representing the owner, Johnstown Plaza, LLC. The revisions were small overall for both the potable and non-potable water demands.

The project is located on 11.57 acres on Lot 1, 2534 Filing No. 16. The project includes: 1) 3 apartment buildings with a total of 252 apartments, 2) a clubhouse containing 2 model apartments, offices, conference room, lounge area, patio, kitchen, mail boxes, and restrooms, 3) a 3-story storage building containing 224 storage units and 1 restroom, 4) a 2,000 ft² outdoor swimming pool, 5) a 500 ft² water feature and 6) 4.78 acres of irrigated turf and landscape. The water demand worksheets with my notes are attached.

The annual water demands are estimated as:

Apartments	73.08 acre-feet
Clubhouse	0.62 acre-feet
Storage building	0.29 acre-feet
Swimming pool	0.37 acre-feet
Water feature	<u>0.05 acre-feet</u>
Total potable use	74.41 acre-feet
Irrigation (non-potable)	<u>11.94 acre-feet</u>
Total water use.....	86.35 acre-feet

The annual consumptive use will be:

Apartments	3.654 acre-feet
Clubhouse	0.031 acre-feet
Storage building	0.014 acre-feet
Swimming pool	0.140 acre-feet
Water feature	<u>0.040 acre-feet</u>
Total potable consumptive use....	3.879 acre-feet
Irrigation (non-potable).....	<u>10.150 acre-feet</u>
Total consumptive use	14.029 acre-feet

It is understood that project proponent will acquire the non-potable irrigation water from Thompson Ranch Development Company. The required water rights dedication for the potable water demands equates to 9.3 changed shares or 11.6 unchanged shares of Home Supply stock. The potable water demand equates to 149 sfes.

Enclosure

cc:Matt LeCerf w/enclosures
Avi Rocklin w/enclosures

c:\2019-09-16 Memo to KMeyer & PAmpe re Johnstown Plaza Apts Revised.doc

TOWN OF JOHNSTOWN

AVERAGE ANNUAL WATER DEMAND WORKSHEET

(Rev. 9/03)

*Lot 1 2534 Filing 16
Johnstown Plaza LLC*

9/16/19 TW

Project Name: Johnstown Plaza - Apartments

Contact Person: Jim Shipton - *Point Consulting LLC*

Telephone: 720-258-6836

Values should be averages for entire project

Lot Usage:

Lot Size: 11.57 Acres

Platted Lot 11.57 Acres/504,030 SF

Breakdown:

Building footprint	70,251	SF
Clubhouse	7,205	SF
Storage Building	13,060	SF
Driveway	164,463	SF
Sidewalks	33,072	SF
Patios	16,767	SF
Irrigated landscaping	196,712	SF <i>-4.52 ac</i>
Other non-irrigated area		
-Pool	2,000	SF
-Waterfeature	500	SF
Total	504,030	SF 11.57 ac

A. Irrigation demand for Residential:

Subtotal:	Total number of single family lots	N/A
X	Average irrigated area per lot (sq. ft.)	
		43,560
X		2.5 AF/A
Subtotal:	Attached and Multi-family total : irrigated area (sq. ft.)	196,712 <i>4.52 ac</i>
		43,560
X		2.5 AF/A
Total		11.29 AF

B. Other Usage:		
Irrigated Parks		_____ acres
Irrigated Entry features	0.05	_____ acres
Irrigated Street R.O.W.	0.21	_____ acres
Other irrigated areas		_____ acres
Subtotal	0.26	_____ acres

C. Irrigation demand for other usage:		
Subtotal from Box B	0.26	
X	2.5 AF/A	
Total	0.65 AF	✓

Total AF from Box A	11.29	
Total AF from Box C	0.65	
Total	11.94 AF	✓

4.78 ac

Summary of Average Annual Water Requirements

<u>Type</u>	<u>Units</u>	<u>Unit Requirement</u>	<u>Annual Requirement</u>
			<u>(acre feet)</u>
A. INSIDE USE			
1. Single - Family Detached	lots	0.33 A F / lot	
2. Multi-Family	252 units	0.29 A F / unit	73.08 ✓
3. Commercial	sq. ft	0.10 gpd / sq ft	
4. Office	sq. ft	0.16 gpd / sq ft	
5. Light Industrial	sq. ft	0.06 gpd / sq ft	

6. Other - Clubhouse	1 unit	0.62 A F / unit	0.62	
7. Other - Storage Building	1 unit	0.29 A F / unit	0.29	
8. Other - Pool, Spa, Water Feature	1 unit	0.42 A F / unit <i>see below</i>	0.42	<u>73.99</u>
	TOTAL INSIDE USE:		74.41	✓

IRRIGATION

1. Residential		From Box A	11.29	✓	
2. Commercial	acres	2.5 AF / acre			
3. Office	acres	2.5 AF / acre			
4. Light Industrial	acres	2.5 AF / acre			
5. Parks	acres	2.5 AF / acre	0.65	✓	
6. Other	acres	2.5 AF / acre			
		TOTAL OUTSIDE USE:	11.94	✓	
					✓
		TOTAL	86.35		

Other Potable Water Use

Pool and Spa (2000 square feet)	CF	Gallons
Total fill volume, one fill annually <i>2000 ft² x 4 ft</i>	8000	59840 ✓
Backwash filter (20 weeks)(660 gallons weekly cycle)	1765 ✓	13202 ✓
Seasonal evaporation (.25 inches per day)(150 days) <i>May - Sept</i>	6235	46638 <i>0.14 cuf/ft cu</i>
		119680 ✓
Subtotal in acre feet (325,851 gallons/acrefoot)		0.37 ✓
Water Feature (500 square feet)	CF	Gallons
Total fill volume, one fill annually	500	3740
Backwash filter (20 weeks)(45 gallons monthly cycle)	120	898
Seasonal evaporation (.25 inches per day)(150 days)	1562	11684 <i>0.04 cuf/ft cu</i>
		16321
Subtotal in acre feet (325,851 gallons/acrefoot)		0.05

Average Annual Consumptive Use

Inside Use

Total Demand (AF)

73.49 x 0.05 = *3.72* AF

Irrigation Use

Total irrigation demand (AF)

11.94 x 0.85 = 10.15 AF ✓

TOTAL

14.03
13.87 AF

excl pool & water feature
pool & water feature
evap

+ 0.14 + 0.04

88

APPLICANT:

By: _____
(Authorized Representative)

Date: _____

HELTON & WILLIAMSEN, P.C.
CONSULTING ENGINEERS IN WATER RESOURCES

7353 S. ALTON WAY, SUITE A-125

CENTENNIAL, COLORADO 80112

Phone (303) 792-2161

e-mail: twilliamsen@helton-williamsen.com

MEMORANDUM

February 27, 2020

To: Matt LeCerf, Kim Meyer, and Avi Rocklin

From: Tom Williamsen

Subject: Johnstown Plaza Apartments

It is understood that Johnstown Plaza wishes to purchase from Platte Land & Water, LLC (Platte) two blocks of water to meet the potable water need for the Johnstown Plaza Apartments. Each block of water is described below.

46.0 acre-feet of Raw Water Credit

The 46.0 acre-feet of raw water credit is attributable to 5.75 shares of changed Home Supply shares recognized in the September 16, 2019 Water Service Agreement between Johnstown and VMJ Properties, LLC and Johnson-Taylor Family Properties, LLLP (collectively VMJ). This agreement allowed VMJ to assign the 5.75 shares or 46.0 acre-feet of raw water credit to Platte.

By Assignment dated September 17, 2019, Johnstown assigned the 46 acre-feet of raw water credit to a Platte Water Bank from which Platte may use the credit for potable and non-potable uses within Johnstown. Platte now wishes to assign the entire 46 acre-feet of raw water credit to Johnstown Plaza for use at the Apartment project located in Johnstown. Johnstown Plaza submitted water demand estimates for the project to Johnstown on June 17, 2019 and revisions on August 21, 2019.

6.0 Home Supply Shares

Johnstown Plaza wishes to purchase 6.0 Home Supply shares, certificate no. 6919 currently owned by Platte. These shares were changed to municipal use in Johnstown's Case No. 98CW410 and were associated with the Chilson farm, parcel no. 27. This farm property is included in the Ransom Annexation Agreement between Johnstown and Johnstown Land Partners II, Ltd dated March 17, 2008. We have a trace of the share ownership history provided by Eric McCarty and prepared by Erica Schultz. Since the Chilson property is included in the Ransom Annexation, Platte will need approval from Johnstown Council to transfer the shares to Johnstown Plaza.

Combined the two acquisitions will provide Johnstown Plaza with 94.0 acre-feet of raw water credit $[(5.75 + 6.0 \text{ sh}) \times 8 \text{ ac-ft/sh} = 94.0 \text{ ac-ft}]$.

TAW/mlc

AGENDA ITEM 10E

**Discussion Item
(COVID-19)**



TOWN OF JOHNSTOWN

MEMORANDUM

DISCUSSION ONLY

TO: Honorable Mayor and Town Council

FROM: Matt LeCerf, Town Manager

DATE: April 6, 2020

SUBJECT: COVID-19 Response and Future Outlook

The purpose of this agenda item is for discussion purposes only. While we are experiencing the impacts of the corona virus pandemic, I believe this is an opportunity discuss matters related to what other initiatives and projects we can be working on. As we look to the future, are there things we should be doing today to prepare for the new tomorrow when the current restrictions in place are lifted and we can return to our previous sense of normalcy? Some of the questions, topics and items you may want to consider discussing include the following show below, but this also is not an all-inclusive list.

1. Councilman Lemasters is spearheading an initiative to focus on Small Businesses and Future Economic Development. This is an opportunity he would like to discuss with Council as a whole to get feedback, related to how we support our businesses today to continue tomorrow. He will also provide an overview of what this initiative may encompass for Johnstown and the NOCO Region.
2. Financial – Finance Director, Mitzi McCoy provided a forecast of the potential financial changes related to COVID-19. If Council has any specific questions related to these projections, or other aspects of the financials that we should consider and incorporate into our model it would be valuable to hear from Council.
3. Operations – Council may have general questions about specific operations at this time during the COVID-19 pandemic. Staff is prepared to provide any answer any inquiries you may specifically have about operations in a particular department.
4. Response – In general, any feedback Council may want to provide on the response and steps we have taken related to the COVID-19 pandemic. Are there areas that we need to explore, emphasize, or dedicate more resources toward?
5. Other – Any topic or issue related to COVID-19 that Council would like to discuss. Staff is here to assist, promote, and implement with the resources we currently have available.

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