



Town of Frederick
Board of Trustees Agenda
Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, October 26 2022

7:00 PM

Livestreaming of the Board of Trustees meetings have been transitioned to a livestream on the Town of Frederick website. Livestream can be accessed on the Town of Frederick's Website at www.frederickco.gov/civicmedia

Public Comment will only be taken in person unless an accommodation is requested through the Town Clerk's Office. If you require an accommodation or have questions about making public comment please contact the Town Clerk's Office:

Meghan Martinez
mmartinez@frederickco.gov
720-382-5500

Or

Taylor Kittilson
tkittilson@frederickco.gov
720-382-5500

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Town of Frederick
Board of Trustees Agenda
Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, October 11, 2022

5:30 P.M.

New Staff Introductions

6:00 P.M.

Work Session
2023 Proposed Budget

7:00 P.M.

Regular Meeting

Call to Order – Roll Call:

Pledge of Allegiance:

Approval of Agenda:

Special Presentations:

Public Comment:

This portion of the agenda is provided to allow members of the audience to provide comments to the Town Board. Please sign in and the Mayor will call you. If your comments or concerns require an action, that item(s) will need to be placed on a later Agenda. Please limit the time of your comments to three (3) minutes.

Staff Reports:

- A. Administrative Report – Bryan Ostler, Town Manager
- B. Clerk Report – Meghan Martinez, Town Clerk

Consent Agenda: Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board

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member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda.

C. October 11, 2022 Minutes – Meghan Martinez, Town Clerk

Action Agenda:

- D. Resolution 22-R-75 Approving Support for a Grant Application and Related Contracts for Police Department Wellness – Traci Garcia-Castells, Grant Administrator and Justin Glantz, Commander
- E. Resolution 22-R-76 Adopting the 2022-2023 Strategic Plan – Ryan Johnson, Assistant Town Manager
- F. Resolution 22-R-77 Awarding a Contract for Engineered Drawings and Drainage Crossings Improvements near Colorado Boulevard and Bella Rosa Parkway and Authorizing the Town Manager to Execute the Contract – Zackery Robinson, Stormwater Engineer
- G. Ordinance 1379 Regarding Outlot 1 of Johnson Farms/Spindle Hill Energy Minor Subdivision Plat, Rezoning the Property from Agricultural to Residential Low Density with a PUD Overlay, and Adopting Certain Findings of Fact and Conclusions Favorable to the Rezoning – Maureen Welsh, Planner

Mayor and Trustee Reports:

Executive Session:

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e)(1) regarding Project Olive.

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e)(1) regarding Central Weld County Water Conservancy District

Adjournment:



TOWN OF FREDERICK MEMORANDUM

TO: Honorable Mayor and Board of Trustees

FROM: Bryan Ostler, Town Manager

DATE: October 25th, 2022

CC: Town Staff
Local Media

SUBJECT: Departmental Report

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

- October 25th – Regular Meeting
- November 1st – Work Session
- November 8th – Regular Meeting
- November 15th – Work Session

Communications and Engagement Department

Community Partnerships / Training:

- Angela participated as a PIO for the annual Emergency Operations Center exercise on Oct. 6 with the Carbon Valley Emergency Mgt. Agency.
- Quarterly meeting with FHS Education Foundation.
- Attended the Carbon Valley Network meeting on October 13. *The Carbon Valley Network exists to share information and enhance collaboration and coordination between human services groups, faith-based organizations, school districts, municipalities, Weld County, and non-profits serving the Carbon Valley.*

Events/Programs

- Local businesses are committing to event sponsorships. We have \$73,600* in pledges to date. Our 2022 goal is \$125,000. * Does not include event revenue (beer gardens, quick carves, burro race, vendors, etc. To be added end of the year in total.)
- Twenty-five residents attended the Neighborhood Watch Meeting on October 12. There were several new faces and residents ready to engage as block captains.
- The Fox Run Community Tour & Talk was on October 12 with 79 residents.

Design

- New signs for the Town Hall lobby.

Police Department

Office of Emergency Management Training

- On October 6, 2022, members of the Frederick Police Department participates in a tabletop training exercise that involved a simulated activation of the Carbon Valley EOC. The event was

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based on a simulated large-scale fire, similar to January's Marshal Fire, in Boulder County. Emergency responders from all Carbon Valley agencies played a role in the simulated activation and practiced skills that involved setting up the Emergency Operations Center and then filling different roles and responsibilities as the event progressed.

Neighborhood Watch Meeting

- On October 12, 2022, the department hosted a quarterly Neighborhood Watch block captains meeting. The meeting was well attended by over 30 resident block captains from various neighborhood in the community. As always, we gave a report on the last quarter's criminal activity and answered questions. Sergeant Armstrong then gave an overview presentation of our new FARO equipment and the new Carbon Valley Co—Responder was introduced to the group. Neighborhood Watch is a valuable resource for the department to keep in touch with our citizens and hear the needs of the community.

Engineering Department

Transportation

- Colorado Blvd/Tipple Pkwy Intersection Improvements:
 - A contract for construction services was awarded to DeFalco Construction. Construction is well underway. Power poles have been removed in preparation for the northbound turn lane onto Colorado Blvd. Traffic signal mast arms have been installed. Concrete work continues. A full roadway closure of the intersection is planned for the next 3 weeks. Signage and social media posts have been done to prep the traveling public.
- Silver Birch/Godding Hollow Intersection:
 - Design is at 60% completion. As plans become more defined, staff will be approaching the Board for direction on acquiring right-of-way northeast of the intersection to install a sidewalk to the skate park. An update to the Board is planned at the October 25th meeting during the Town Manager report.
- Neighborhood Speed Control Program:
 - No recent projects to update
- Tipple Pkwy/Frontage Rd Streetlight:
 - The streetlight has been installed but installation to power is still underway.
- Pavement Maintenance Projects:
 - All projects for 2022 are now complete.
- Concrete Alley Project:
 - The concrete alley project is complete.
- CDOT Hwy 52 ADA Ramps:
 - All ADA ramps along Hwy 52 within Town of Frederick boundaries have been completed. 2 punchlist items remain at the northwest corner of the Frederick Way/Hwy 52 intersection. A storm grate and the push button pedestrian crosswalk pole. Both parts are ordered and CDOT will install when they are received.
- Pavement Assessment:
 - The Town contracted with Roadway Asset Services (RAS) to provide a high level assessment of all the Town's asphalt roadways. This was completed and results from this assessment will provide guidance for future pavement maintenance programs.

Water

- Infrastructure Master Plan:
 - A contract for design services was awarded to Forsgren Associates Inc. at the October 11th Board Meeting. Design is underway and is scheduled to take about a year to complete.
- Raw Water Change of Use:
 - Engineering staff is coordinating with its water attorney and water rights consultant to evaluate its current raw water portfolio to support filing a change of use application in water court so that these raw water shares could be used for future town use. Preliminary data shows the Town having approximately 72 shares of Lower Boulder water or about 1,000 acre feet of water that can be changed to use for all municipal purposes within the

Town's service area. Staff will be providing a more detailed update to the Board at an upcoming work session.

- CBT Acquisition:
 - Staff continues its successful acquisition of CBT water. The current total is 197 units – only 3 short of the 200-unit acquisition goal.
- 30" Central Weld Water Line
 - Easement acquisition and pipeline supply concerns have slowed the project. Construction in 2022 is slipping.

Stormwater

- Groundwater Study:
 - A professional consultant has been selected by staff. Board discussion has directed staff on how to proceed with scope and fee. A contract for professional services is prepared and tentatively scheduled to come to the Board in November.
- Concrete Box Culvert(s) on Colorado Blvd/Bella Rosa:
 - An RFQ for a design consultant has been issued by staff. The project has trail extension opportunities and requires coordination with Firestone. Staff received 6 proposals and will be recommending a contract award to the top firm to the Board at the October 25th meeting.

Public Works

Streets

- Potholes filled along Tipple Parkway, Colorado Boulevard south of Tipple and Bear Industrial
- Street sweeping continuous – Johnson Farm, No Name, Moore Farm, Morning Side, Wild Flower, Wyndham Hill, and Rinn Valley
- Graded of County Roads 14 and 17
- Replaced stop sign that was hit on McKissic and Baum Street.
- Added speed limit signs on CR 5 and 16 ½ per PD request
- Asphalt patching done on Bella Rosa Parkway and in front of 333 3rd Street.

Fleet

- 17 total service requests
 - 7 unscheduled
 - Public Works – 1
 - Parks – 1
 - Police Department – 3
 - FFFPD – 2
 - 10 scheduled
 - Public Works – 2
 - Parks – 3
 - Police Department – 1
 - FFFPD – 4

Water

- Hydrant flushing operations in Bear Industrial, Johnson Farm, No Name Creek, Prairie Greens, and Coal Ridge
- Repairing multiple fire hydrants – repaired or raised around town
- Conducted monthly shut offs – 35 completed
- 70 total locates completed
- 12 final reads completed
- 17 shut offs
- 6 meter installs in Silverstone
- Chlorine testing / health samples and static pressure test for Bison Ridge

Buildings

- Continue setting up employees in new work stations
- Repairing dishwasher drain at PD
- Pulled and terminated additional Cat 6 line for Town Hall

- Roof top HVAC unit at Admin Services – belt replaced
- Thermostat replaced in Admin Services
- HVAC unit at Bella Rosa – sensor replaced
- Front door lock at PW repaired

Open Space

- Finished doing final cuts in all drainage and open space areas maintain by Public Works

Storm Water

- Mowed and dugout retention pond on Fox Run and Silver Birch

Training

- Kent VanDyne, Brad Leach, Brad Hirter, and Alan Isaac attended Emergency Management Training at Frederick Firestone Protection District .

Miscellaneous

- Picked up and disposed of abandoned boat that was dropped at old Public Works property
- Assist Frederick PD with High School homecoming parade – barricades and cones
- Reattached hand rail on south side of Tipple Parkway
- Preparing for in house crackseal operations which will begin 10/19/22
- Reattach part of wind chime, and greased all attachments

Parks and Open Space Department

Parks, Open Space, and Trails Commission

- Met virtually on October 5th due to Colby's attendance at the CPRA Conference.
- Discussed 2023's Capital Budget and received feedback on potential projects, particularly an Open Space and Trails Management Plan
- Discussed the Commission Recruitment process
- Staff will be presenting Draft Bylaws for input at the next meeting
- On November 2nd, Staff and the POST Commission will be hosting a social hour, beginning at 5:30pm, to thank former Chairperson Chuck Beehler for his 17 years of service to the Town. The Regular Meeting of the Commission will follow at 6:30pm

Golf

- Hosted Santa Cops Tournament and raised \$7,500 for the Tri-Town Police Departments, each receiving \$2,500. Golf Staff will present Dacono and Firestone Town Boards with a Presentation Check at upcoming meetings.
- Maintenance focused on growing in weak areas to go into winter with healthy turf

Administration

- Coordinating with Design Concepts on a final Project Scope and Contract for the Community Parks Master Plan for Board Approval in the near future. Slight delay due to the decision-making process on the near-term future of the Golf Course
- Began creating timelines and RFP's for 2023 Capital Projects to get a jump-start, if approved
- Colby attended the Colorado Parks and Recreation Association Conference
- Matthew Sullivan, Parks Technician, completed his Landscape Irrigation Certificate and Playground Maintenance Technician Certificate trainings

Parks, Open Space, and Trails

- Finalized fall cultivation and grow-in in some park areas.
- Began removing dead trees throughout the system
- Finished rebuild of The Farm Park's landscape beds
- Completed annual playground safety inspection and repairs

Finance Department

Finance

- Assembling 2023 Budget numbers.

Planning Department

Development Applications

- The development review process has a few steps land use applications go through prior to submitting an application such as a pre-application meeting and neighborhood meeting. There are

five projects that have completed the pre-application step. There are currently three neighborhood meetings scheduled. Ten projects have completed the neighborhood meeting, allowing them to submit an application. The following applications have been accepted for review and are now quasi-judicial

<i>New Applications Project Name (Date of Application)</i>	<i>Subdivision</i>	<i>General Location</i>	<i>Brief Description</i>
<i>On Going Projects Project Name (Date of Application)</i>	<i>Subdivision</i>	<i>General Location</i>	<i>Brief Description</i>
Bear Industrial Park Lot 4 Block 2 (6/20/2022)	Bear Industrial Park	4201 Kodiak Ct	Proposed 7,506 Sq Ft 1 story building for light industrial.
Brunemeier Annexation- Wheatlands (4/4/2022)		Southwest corner of County Road 16 and County Road 17	Proposed single family attached and detached homes.
Columbine Heights		North of highway 52, West of WCR 17 and East of Savannah Subdivision	Proposed Rezone
Eagle Business Park Filing 4B Lot 1 (1/18/2022)	Eagle Business Park	4881 Eagle	Proposed 4,800 sq. ft single story building with outdoor storage.
Eagle Business Park Filing 5 Lot 1 & 2 (6/6/2022)	Eagle Business Park	Highway 52 and I-25	Replat of parcel and divide into 4 lots
Eagle Business Park Endeavour Agilent (2/07/2022)	Eagle Business Park	7400 Eagle	Site Plan for Agilent's expansion
File 32H-K268 Pad		6268 County Road 3 1/4	Propose to drill thirty-five (35) horizontal wells.
Frederick Town Amendment B Lot 1-501 Walnut (9/8/2021)	Downtown	501 Walnut	Redevelop existing building into co-working office space.
Hidden Creek Amendment 5 Replat (8/15/2022)	Hidden Creek	North of Tipple Parkway and East of Ridgeway Blvd	Proposed relocating lots and revising lot sizes from the final plat.
Meadowlark Business Park Filing 3 Block 2 Lot 3&4 (9/19/2022)	Meadowlark Business Park	5600 Iris Parkway	Request to divide the lot into 2 lots and a new 14,000 sq. ft. office building on the south lot.
Meadowlark Business Park Filing 3 Replat D	Meadowlark Business Park	5600 Iris Parkway	Combine lots adding outdoor storage for existing building.
Nelson Farms (1/3/2022)		Southwest corner of Silver Birch Blvd and Tipple Blvd	Proposed residential development on 236 acres

<i>Project Name (Date of Application)</i>	<i>Subdivision</i>	<i>General Location</i>	<i>Brief Description</i>
Penrose Sketch Plan (9/2/2022)	Penrose	Northeast corner of Ridgeway Blvd and Highway 52	Requesting a change in landscaping requirements for water usage.
Prairie Greens II (12/7/2020)	Prairie Greens	6460 Frederick Way	Request for vacation of easement and preliminary design for phase 4.
Prosperity Waiver (8/18/2022)	Prosperity	South of Tipple Parkway and East of Angel View and North of Savannah	Proposed landscaping changes.
Raspberry Hill Business Park Lot 13 (5/2/2022)	Raspberry Hill Business Park	8274 Raspberry Way	Proposed office building and sales of pickup trucks.
Raspberry Hill Business Park Lot 11 Grading and Drainage (5/2/2022)	Raspberry Hill Business Park		Updating Grading and Drainage
Raspberry Hill Business Park Lots 3&4 (8/15/2022)	Raspberry Hill Business Park	8177 Raspberry Drive	Propose to combine lots for car dealership.
Raspberry Hill Business Park Lots 12 (8/15/2022)	Raspberry Hill Business Park	8177 Raspberry Drive	Proposed outdoor vehicle inventory storage lot.
Shores On Plum Creek (6/20/2022)	Shores On Plum Creek	North of Highway 52 and east and west of County Road 3.25	Proposed residential and commercial development.
Silverstone Filing 7 (1/18/2021)	Silverstone	North of Highway 52 and south od Tipple Parkway	Development of 581 residential homes.
Wyndham Hill Filing 10 Final Plat and Final Development Plan (11/16/2020)	Wyndham Hill	Generally west of WCR7, between WCR 14.5 and WCR 16.	Approximately 139 acres to be developed into 495 single family homes.



TOWN OF FREDERICK MEMORANDUM

TO: Honorable Mayor Tracie Crites and Board of Trustees

FROM: Meghan Martinez, Town Clerk

DATE: October 21, 2022

SUBJECT: Town Clerk's Report

- November 8, 2022 Election
 - Ballots were mailed to all active registered voters the week of October 17, 2022 by the Weld County Clerk and Recorder's Office.
 - Ballots are due no later than 7:00 Pm on November 8, 2022.
 - Completed ballots can be dropped at the Carbon Valley Park and Recreation District 24 Hour Dropbox.
 - Voters who need replacement ballots, voter registration or other services can visit the SW Weld Complex Monday-Friday 8AM-5PM. The complex is open from 7AM to 7PM on election day.
- *Records Management*
 - Working with Assistant Town Clerk to review permanent records and evaluate historical value of records that are either no longer relevant or have been superseded.
- *Livestream of Meetings*
 - Kyle Richards will be contracting with the Town to assist with Board of Trustee meeting livestreaming and we will be adding Planning Commission Meetings in the future. Kyle has completed training with Zach Mahone and will start on the October 25, 2022 Meeting.
- *Municipal Court*
 - The Court Software Kickoff Meeting has been completed. Staff will begin working with Tyler Technologies to start the build and implementation process. The new software will allow us to implement paperless court and streamline processes. This will save a

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tremendous amount of time in administrative duties and utilize our current financial software.

Liquor Licensing.

Special Event Permits

- Approved:

<i>Organization</i>	<i>Event Date</i>	<i>Status</i>
High Country Harley Davidson	11/25/2022	Approved

- Pending:

<i>Organization</i>	<i>Event Date</i>	<i>Status</i>

Current Liquor Licenses

<i>Licensee</i>	<i>Expiration Date</i>	<i>Status</i>
Back 9 at Bella Rosa	9/3/2022	Renewal: Locally approved Pending state approval – sent 8/17/22
Glacier Liquors	9/4/2022	Renewal: Pending local approval Not sent to the state yet
Rock Solid	10/18/2022	Renewal: Pending local approval Not sent to the state yet
Peel Pizzeria	11/2/2022	Renewal: Pending local approval Not sent to the state yet
Mirror Image Brewing Company	11/4/2022	Renewal: Pending local approval Not sent to the state yet
Circle K Store 2706787	11/12/2022	Renewal: Pending local approval Not sent to the state yet
7-Eleven Store 38638A	12/25/2022	Approved
Georgia Boys Smokehouse	1/24/2023	Approved
Frederick Liquor and Store	2/21/2023	Approved
Pete's Place	3/9/2023	Approved
7-Eleven Store 35269B	3/21/2023	Approved
WTF!	6/5/2023	Approved
Frederick Travel Center	6/30/2023	Approved
Gabe's Cafe	9/27/2023	Approved

Enforcement Issues

- No current enforcement issues with the licensees.



TOWN OF FREDERICK BOARD OF TRUSTEES

REGULAR BOARD MEETING MINUTES

FREDERICK TOWN HALL, 401 LOCUST STREET

OCTOBER 11, 2022

Call to Order: At 7:13 Mayor Crites called the meeting to order and requested roll call.

Roll Call: Present were Mayor Crites, Mayor Pro Tem March and Trustees Mahan, Lamach, teVelde, Padia, and Brown. Also present were Town Manager Bryan Ostler, Town Attorney Jason Meyers and Town Clerk Meghan Martinez.

Public Comment:

Mayor Crites announced that no one had signed up for public comment.

Staff Reports:

Administrative Report: Town Manager Bryan Ostler provided a written report.

Town Clerk's Report: Town Clerk Meghan Martinez provided a written report.

Consent Agenda:

Motion by Mayor Pro Tem March and seconded by Trustee Mahan to approve the consent agenda which included the following items:

- September 6, 2022 Minutes
- September 27, 2022 Minutes
- List of Bills

Upon roll call vote, motion passed unanimously.

Discussion Agenda:

2023 Proposed Budget: Finance Director Kurtis Adams presented the 2023 Proposed Budget and was available for questions.

At 9:13 Mayor Crites called for a brief recess.

At 9:23 Mayor Crites reconvened the meeting.

Action Agenda:

Resolution 22-R-72 Award a Contract for Creation of a Potable Water Infrastructure Master Plan and Authorizing the Town Manager to Execute the Contract: Engineer Sarah Watson presented the proposed resolution. Motion by Mayor Pro Tem March and seconded by Trustee Lamach to approve Resolution 22-R-72. Upon roll call vote, motion passed unanimously.

Resolution 22-R-73 Approving an Intergovernmental Agreement for Providing Emergency Services: Town Attorney Jason Meyers presented the proposed IGA. Chief Jeremy Young was presented and

addressed the Board. Motion by Mayor Pro Tem March and seconded by Trustee Brown to approve Resolution 22-R-73. Upon roll call vote, motion passed unanimously.

Resolution 22-R-74 Amending Fees for Municipal Services: Finance Director Kurtis Adams presented the proposed updated to the fee schedule. Motion by Mayor Pro Tem March and seconded by Trustee Pada to approve Resolution 22-R-74 amended the effective date to November 1, 2022. Upon roll call vote, motion passed unanimously.

Mayor and Trustee Reports:

Sergeant Jones provided an update on the hit and run incident.

Trustee Mahan: He reminder everyone to get their landfill voucher.

There being no further business of the Board, Mayor Crites adjourned the meeting at 10:00 PM.

Approved by the Board of Trustees:

ATTEST:

Tracie Crites, Mayor

Meghan C. Martinez, MMC, Town Clerk



TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tracie Crites, Mayor

Dan March, Trustee
Mark Lamach, Trustee
Kevin Brown, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Approving Support for a Grant Application and Related Contracts for Police Department Wellness

Agenda Date: Town Board Meeting - October 26, 2022

Attachments:

- a. Frederick Police Wellness Program - FY 2022-2023 Peace Officers Behavioral Health Support and Community Partnerships Grant Program

Finance Review:

Finance

Submitted by:

Justin Glanz and Traci Garcia-Castells
Commander and Grant Administrator

Approved for Presentation:

Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Strategic Plan Alignment:

Safe & Secure- Residents of Frederick experience safety and peace of mind knowing they live in the safest community.

Summary Statement:

Town of Frederick Police Department will submit a grant to the Colorado Dept of Local Affairs in the amount \$28,000 to provide professional services for critical incidents debriefings, peer support trainings, and counseling sessions for peace officers and their families.

Detail of Issue/Request:

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The Town of Frederick seeks funding to support the Frederick Police Department's Wellness Program; the program has a four-prong approach to the overall health of each officer. First, to sustain the well-being of each officer, the program will offer counseling sessions (Early Warning Critical System) to all officers during critical incidents and for stability. Secondly, the program will support officers and families by offering family counseling sessions to give a foundation to maintaining wellness. For the third approach, the department will provide a Peer Support team, Frederick Building Warriors, consisting of police officers that function as a peer counseling and debriefing resource for members of the police department and their families. The peer group will provide support for individual officers to help them deal with emotional issues and help improve communication with their families. Then, for the final approach, the department will offer three (3) debriefings to the overall department to educate the value of maintaining wellness and to explore available wellness resources. The Town of Frederick's Police Department intends to provide a wholistic approach for each officer and family.

Legal Comments:

The resolution was drafted by the Town Attorney

Alternatives/Options:

For the 2022/2023 Frederick Police Dept budget, the department budgeted \$10,000 for professional services which would be an additional eighty (80) individual sessions for peace officers.

Financial Considerations:

The Frederick Police Department's Wellness Program grant budget includes professional services for each goal: 1) Debriefings- \$1500.00 (\$500 x3) 2) Peer Support (Frederick Building Warriors)- \$1500.00 for beginning and advanced trainings for all officers 3) Early Warning Critical System -\$12,500.00 (100s sessions will be available for police officers- \$125 per hour) 4) Family Counseling Sessions \$12,500.00 (100 sessions will be available for families-\$125 per hour). The total cost of the program is \$28,000.00.

Staff Recommendation:

The Frederick Police Department and the Grant Administrator's office seek board approval to submit a grant application to Colorado Department of Local Services in the amount of \$28,000 for professional counseling services for the Frederick Police Department Wellness program.

Frederick Police Department's Wellness Program Grant Application, FY 2022-2023 PEACE
OFFICERS BEHAVIORAL HEALTH SUPPORT AND COMMUNITY PARTNERSHIPS GRANT
PROGRAM, Colorado Dept of Local Affairs

Amount of grant funds requested: \$28,000

Intended use of grant funds:

The Town of Frederick seeks funding to support the Frederick Police Department's Wellness Program; the program has a four-prong approach to the overall health of each officer. First, to sustain the well-being of each officer, the program will offer counseling sessions (Early Warning Critical System) to all officers during critical incidents and for stability. Secondly, the program will support officers and families by offering family counseling sessions to give a foundation to maintaining wellness. For the third approach, the department will provide a Peer Support team, Frederick Building Warriors, consisting of police officers that function as a peer counseling and debriefing resource for members of the police department and their families. The peer group will provide support for individual officers to help them deal with emotional issues and help improve communication with their families. Then, for the final approach, the department will offer three (3) debriefings to the overall department to educate the value of maintaining wellness and to explore available wellness resources. The Town of Frederick's Police Department intends to provide a wholistic approach for each officer and family.

The Frederick Police Department's Wellness Program budget includes professional services for each goal: 1) Debriefings- \$1500.00 (\$500 x3) 2) Peer Support (Frederick Building Warriors)- \$1500.00 for beginning and advanced trainings for all officers 3) Early Warning Critical System -\$12,500.00 (100 sessions will be available for police officers- \$125 per hour) 4) Family Counseling Sessions \$12,500.00 (100 sessions will be available for families-\$125 per hour). The total cost of the program is \$28,000.00.

Please describe your need for these funds:

Through Counselling Services, a professional can identify or recognize trauma and stressors experienced by law enforcement officers include witnessing violent crimes, entering dangerous situations, witnessing disasters or murder, working with traumatized victims of crime, being accidentally involved in an injury or death. Over time, the effects of stress and trauma affect police officers' health, career, and immediate family members. Stress contributes to mental health issues, such as anxiety and depression. Trauma can also lead to post-traumatic stress disorder, known as PTSD. This is a lasting mental health concern that

has a lot of symptoms more long-term effects than just trauma and stress alone. Symptoms of PTSD can include depression, anger, and mood swings, panic attacks, and experiencing the trauma through flashbacks and vivid memories. PTSD, stress, and trauma can all lead to substance abuse. When someone experiences unwanted and overwhelming emotions, he or she can turn to drugs or alcohol to self-medicate the feelings and symptoms. By treating trauma through therapy, empathy, and compassion, the suicide risk doesn't need to be so high and there can be better healing for families, individuals, and communities. Since the beginning of 2022, fifteen (15) counseling sessions were provided to officers which led to an increased vitality of officers.

Providing extended counseling to Families aims to develop and maintain healthy family relationships. The goal is to address the conflicts of the family as a unit, including conflicts each family member may have. These issues may be emotional, mental, behavioral, financial, or marital. Family counseling may involve married couple and children, stepfamily, extended family members siblings. The propose for the family therapy is to improve communication, deal with family conflicts, and create a better functioning home environment. Dealing with poor family dynamics for a long time may lead to mental health problems for each family member. Unaddressed marital problems may eventually lead to divorce, which could be another cause of mental health issues for the police officer.

Through a Peer group program, fellow officers provide police officers with an opportunity to share their experiences with other officers, which is important because fellow officers are perhaps best able to relate to their colleagues' experiences in the line of duty. Peer-support has been widely accepted as a confidential outlet for police officers to speak to other police officers free from judgment and the sharing of private information. Promoting the sense that police officers are not alone and encouraging the idea that there is no shame in seeking help both contribute significantly to bringing about changes in the current police culture. In the workplace, peer-support is about co-workers, known as "peers," who help one another through confidential discussions. In the general population, an employee's personal problems can affect their job performance and, if left unchecked, these issues may lead to a decrease in their ability to function. The main objective of a peer-support program is to resolve employee and workplace problems before they escalate to crisis levels by providing an extra network of support in the workplace.

Explain how your project goals are specific and measurable:

Each of the wellness

The four clear goals Early Warning Critical System, Staff Debriefing, Family Counseling, and Peer Support Training (Frederick Building Warriors) will be measured by the number of professional services offered. The measurement includes the number of monthly sessions offered to officers and families, the number of debriefings provided (quarterly), and the number of peer-support training hours provided. The Frederick Police Department staff will

track data by connecting sessions offered to staff to the number of professional hours expended.

How do the project goals correlate to your organization goals:

The Frederick Police Department's Wellness program will strive to be dedicated to establishing and maintaining an environment that promotes mental health by adopting attitudes that contribute to positive well-being and providing information, activities and services designed to support healthy lifestyle choices for officers and for families. These project goals reflect the Town of Frederick's wellness goals for all employees.

Please list the names of any community mental health centers.

The Frederick police department will collaborate a community counselor, James Skeen, MS, LPC, of Palmer and Associates, with 12 years of counseling experience working with individual, couples and groups; he will provide services for the counseling sessions and debriefings. Mr. Skeen offers therapeutic capabilities in trauma, addictions anxiety, depression, marriage, and healthy boundaries.

Building Warriors Inc, which offers counseling for first responders and their families, will provide services for the peer support training.

TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-75

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK,
COLORADO, APPROVING SUPPORT FOR A GRANT APPLICATION AND RELATED
CONTRACTS FOR POLICE DEPARTMENT WELLNESS**

WHEREAS, the Town of Frederick is eligible to participate in grant funding opportunities from the Colorado Department of Local Affairs (“DOLA”); and

WHEREAS, the Frederick Police Department has an ongoing desire to provide wellness programing for the officers; and

WHEREAS, DOLA has a grant opportunity that may provide funding, without a matching funds requirement, that could be utilized for wellness programing for the Frederick Police Department; and

WHEREAS, the application requires a resolution of support from the Board of Trustees for the application and will require agreements to be executed if a grant is awarded; and

WHEREAS, the Town Board is supportive of the application and program.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF
THE TOWN OF FREDERICK, COLORADO, AS FOLLOWS:**

1. The Town Board is supportive of a grant application to DOLA in the amount of \$28,000 for support of wellness programing for the Frederick Police Department.
2. The Mayor is hereby authorized to execute necessary documents and agreements to effectuate the grant after review and negotiation by the Town Attorney as applicable.

RESOLVED THIS 25th DAY OF OCTOBER, 2022.

TOWN OF FREDERICK, COLORADO

Mayor Tracie Crites

ATTEST:

BY: _____
Meghan Martinez, Town Clerk

APPROVED AS TO FORM:

Jason Meyers, Town Attorney



TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tracie Crites, Mayor

Dan March, Mayor Pro Tem
Mark Lamach, Trustee
Adam Mahan, Trustee

Chad TeVelde, Trustee
Kevin Brown, Trustee
Windi Padia, Trustee

2022-2023 STRATEGIC PLAN ADOPTION

Agenda Date: Town Board Meeting – October 25, 2022

Attachments:

- a. Resolution 22-R-76
- b. 2022-2023 Strategic Plan

Finance Review: _____
Administrative Services Officer

Submitted by: Ryan Johnson
Assistant Town Manager

Approved for Presentation: Bryan Ostler
Town Manager

☐ Quasi-Judicial

☒ Legislative

☐ Administrative

Summary Statement:

This is a request to consider the adoption of the 2022-2023 Strategic Plan. This document reflects the work efforts over the last year in order to ensure responsible and sustainable delivery of critical services to the community.

Background:

Starting in 2021, the Board has adopted a strategic plan in an effort to provide policy direction and to prioritize those items that are of greatest significance to meeting the needs of a growing community. The plan is meant to reflect the voices of the community, their needs, goals and objectives going forward.

That plan was the basis for the adopted 2022 budget as the budget is set up as a program based budget, organizing funding around the six strategic planning focus areas. Over the course of the last year, the strategic plan has served as a guidepost for nearly everything we do and every service we provide to the community. Quarterly updates have been provided to the Board on the status on each item contained within the plan. This plan, along with its regular status updates have been provided online on the Town's

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website as well as served as a discussion point in various community outreach efforts such as the Community Tour & Talk program.

This is a request to formally adopt the 2022-2023 Strategic Plan. In August of 2022, the Board met over a weekend strategic planning work session to reflect on progress made and provide Staff with guidance on desired adjustments going forward. Since the premise of strategic planning is to create a long term strategy rather than start from scratch each year, the purpose the proposed 2022-2023 Strategic Plan (included as Attachment A) is to refine the work from the previous year, rather than engaging in a wholesale re-write. Some of the key highlights of the plan are listed below:

- All six focus areas are proposed to remain the same.
- The following items have been removed because they have been completed and/or are part of our typical work plan.
 - Completing a land inventory.
 - Completing a community satisfaction survey.
- Some items have become more broad and strategic in nature.
- A couple of items have been combined because of how those items interrelate to each other.
- A numbering system has been implemented increasing the ease in tracking project status as the Town explores a performance management program in 2023.
- Emphasis has been added regarding being a leader in exploring regional partnerships.
- Emphasis has been added to strive to become an employer of choice.

At the October 4th, 2022 work session, Staff presented the proposed 2022-2023 Strategic Plan to the Board for discussion. During that meeting, Staff received feedback from the Board on desired edits and changes to the plan. Staff believes that all desired changes have been incorporated in to the revised and attached document.

Looking forward to 2023, Staff plan to continue the internal and external communications established in 2022 and also plan to include the following additions:

- Re-tooling of the existing administrative report to include correlation between the strategic plan and presented items.
- Ensuring the 2023 budget is formatted to easily show the alignment between the budgeted resources and the plan.
- Implement a public facing dashboard to be able to view the status of each item.
- Engaging with more Boards and Commissions to share the plan as well as plan progress.
- Exploring the implementation of a performance management program aimed at increasing transparency between the Town and the community.

Alternatives/Options:

The Board of Trustees may choose not to approve this 2022-2023 Strategic Plan. This alternative is not recommended as Staff believes this plan reflects the consensus of the group with their input over the last several months. Further, adopting a Strategic Plan will greatly aid in the budget process by aligning resources to the Strategic Plan.

Alternatively, the Board could choose to modify this plan and then adopt the plan with those modifications. This alternative is not ideal considering that Staff has presented different iterations of this plan and incorporated that feedback in the proposed document.

A third alternative is to delay the adoption of this plan to a later date. This alternative is not recommended as the 2023 budget process has already begun, and the schedule for completing that process is critical. Delaying the adoption of this plan will have trickling effects on the budget process in being able to complete that in time.

Financial Considerations:

Though many of the items contained within the Strategic Plan have budgetary implications, none of those are considered at this time. All budget requests will be included in the 2023 budget process, which will go through its customary public review and comment period prior to Board formal consideration.

Staff Recommendation:

Staff recommends that the Board of Trustees approve the 2022-2023 Strategic Plan as presented. This effort reflects the several months of work with the Board as well as staff including several presentations to the Board to solicit feedback and include comments.

TOWN OF FREDERICK, COLORADO

RESOLUTION NO. 22-R-76

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO APPROVING AND
ADOPTING THE 2022-2023 STRATEGIC PLAN**

WHEREAS, the Board of Trustees adopted a Strategic Plan in 2021; and

WHEREAS, in order to plan effectively for the future of the Town of Frederick, Colorado, the Frederick Board of Trustees attended a Strategic Planning Workshop in August 2022; and

WHEREAS, the Town of Frederick developed and utilizes a Strategic Plan for the purpose of identifying Trustee priorities and goals, and to ensure a unified direction as a guidance to the Town Manager and Town Staff for priority projects and budget development; and

WHEREAS, the Board of Trustees is currently developing a business plan that will accompany and support the Strategic Plan and will align the Trustee's policy priorities with both specific and broad initiatives that will be developed and implemented in 2023 and beyond; and

WHEREAS, the Strategic Planning Workshop and Work Sessions to date resulted in a refined Town of Frederick Strategic Plan for 2022-2023, the text of which is attached hereto and incorporated herein by reference; and

WHEREAS, the Town of Frederick Strategic Plan for 2022-2023 will serve as a guide for the development of the Fiscal Year 2023 Budget, with a commitment to keeping the Strategic Plan active and updated in order to meet the needs and demands of a growing community.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Frederick, Colorado, that:

Section 1. The Board of Trustees hereby approves the Town of Frederick Strategic Plan for 2022-2023, and hereby adopts the same as the official Strategic Plan for the Town of Frederick.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 25TH DAY OF OCTOBER 2022.

ATTEST:

By _____
Meghan C. Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor

TOWN OF FREDERICK STRATEGIC PLAN 2022-2023



MISSION STATEMENT: Our Mission is to foster an exceptional and inclusive community that is Built on What Matters.

VALUES: We are FRED (Family, Respect, Empower, Dedicated).



EFFECTIVE, EFFICIENT & STRATEGIC GOVERNMENT OPERATIONS – As an employer of choice, the Town of Frederick will lead the region in a culture of efficiency, innovation, and strategic partnerships in all municipal services to far exceed the community's expectations and exemplify the fact that Frederick is Built on What Matters, its people.

1.1 Analyze and develop a strategy regarding political capital and potential resources to aid in further implementing this Strategic Plan.

1.2 Complete an update to the Municipal Code in connection with 2.5 below.



COMMUNITY AND ECONOMIC VITALITY – Frederick is a community that fosters economic, recreational, cultural, and environmental vitality and builds upon and enhances a variety of economic opportunities.

2.1 Continue the master planning process for Frederick Recreation Area, considering other nearby planning areas, their impacts, and needs.

2.2 Continue implementing our retail attraction strategy to target regional and destination opportunities, traditional and non-traditional grocers, and sit-down eating establishments.

2.3 Complete analysis on revitalization strategies for 5th Street, engaging all stakeholders and strategic partners, including Downtown beautification, a cultural center with potential programming for youth, and a re-visioning of Crist Park to include lighting and safety improvements.

2.4 Continue work on updating the Comprehensive Plan and Downtown Plan.

2.5 Continue work on updating the Land Use Code in connection with 1.2 above.



DYNAMIC, INCLUSIVE & CONNECTED COMMUNITY – Frederick is represented by diverse nonprofit, cultural, business, and geographic participation. Residents actively engage in activities and initiatives; they are encouraged and supported to address important community needs and issues.

3.1 Implement new ways to increase accessibility for public engagement including both traditional and non-traditional means.



STRATEGIC, RELIABLE & SUSTAINABLE INFRASTRUCTURE – Frederick is dedicated to investing in existing and future transportation, water, storm water, and technology while planning for sustainable growth and development.

4.1 Complete work on a short-term and long-term Facilities Master Plan taking into account the growth needs of the Town.

4.2 Study the economic impacts of municipal services in the Downtown relative to future growth needs of the community and the organization.



SAFE & SECURE – Residents of Frederick experience safety and peace of mind knowing they live in the safest community in Colorado.

5.1 Continue efforts to implement commitments made resulting from the public safety sales tax initiative.

5.2 Continue to foster and improve the relationship quality with public safety/emergency agencies seeking ways to collaborate and leverage resources where feasible.



FISCALLY RESPONSIBLE GOVERNANCE – The Town of Frederick plans for, identifies, leverages, and utilizes resources that reflect exemplary stewardship for those who live in Frederick and those who will seek out Frederick in the future.

6.1 Continue analysis of the short-term and long-term financial position of the Bella Rosa Golf Course to address needs with existing facilities and restaurant operations.

6.2 Implement tools to enhance organizational transparency regarding budget and project performance as evidence of being responsible stewards of valuable public resources.



TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tracie Crites, Mayor

Dan March, Trustee
Mark Lamach, Trustee
Kevin Brown, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Colorado Boulevard and Bella Rosa Drainage Crossing

Agenda Date: Town Board Meeting - October 25, 2022

Attachments:

- a. Resolution Award of Contract
- b. Independent Consultant Agreement
- c. Slide Show Summary Presentation

Finance Review:

Administrative Services

Submitted by:

Zackery Roberson

Stormwater Engineer (CEI)

Approved for Presentation:

Bryan Ostler

Town Manager

☐ Quasi-Judicial

☐ Legislative

☐ Administrative

Strategic Plan Alignment:

Please provide specific alignment with the 2021-2022 strategic plan in identifying the overall broad goal and potential icon and definition and focus area on the goal. For example:

- **Strategic, Reliable & Sustainable Infrastructure** – This request aligns with the Town's strategy. The Engineered plans and specifications will be used to create drainage infrastructure improvements to benefit the Town's drainage utility system. Protecting its citizens along Colorado Boulevard and Bella Rosa Parkway from the impacts of storm events. Also protecting the Colorado Boulevard and Bella Rosa Parkway from being overtopped during flood events.

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Summary Statement:

The project was approved for the 2022 Capital Improvements projects with a budget of \$200,000. The Engineering Department posted an RFQ on September 1st, 2022. Six firms provided a submittal of qualifications (SOQ) on September 29th, 2022. The selected firm will create Engineered drawings and specifications to be used as construction documents for the anticipated 2023 construction phase of drainage improvements on Colorado Boulevard and Bella Rosa Parkway. The Engineering Department has scored the SOQs and is wanting to enter into an Independent Contractor's Agreement with the top choice "AVI Professional Corporation" and the Town of Frederick. The purpose of this AM is for the Board to take action on the award of a contract to AVI Professional Corporation for the design phase of the project.

Detail of Issue/Request:

The Town's master drainage plan (OSP) has provided a list of suggested drainage improvements to be implemented. The three projects to be designed are ranked 1,2 and 7. Due to physical proximity, it made sense to design all three at the same time.

Table 12.3 Town of Frederick Selected Plan Costs and Implementation Plan (Top 15-Projects)

Basin	Jurisdiction	Crossing	Location	Proposed Improvement	Additional Improvement/ Information	Cost	Prioritization Categories				Total Score (14 Max. - 4 Min.)	Rank
							Risk	Total Project Cost	Alternative Funding Availability	Community Timeframe		
TT	Frederick	TT-C14	Colorado Blvd, South of County Road 20/Bella Rosa Parkway	29" H x 45" W HERCP/ 36" HDPE	-	\$ 221,000	5	3	2	3	13	1
TT	Frederick/ Firestone	TT-C15	Colorado Blvd, South of County Road 20/Bella Rosa Parkway	(4) 36" RCP 3' H x 11' W RCBC	Frederick Portion (Half of Crossing ¹)	\$ 155,000	5	3	2	3	13	2
GH	Frederick/ Dacono	GH-C4	Highway 52 - Main Channel	(2) 8' H x 8' W RCBC	Frederick Portion (Half of Crossing ²)	\$ 1,371,000	5	1	3	3	12	3
TT	Frederick/ Dacono	TT-C9	Highway 52 - Main Channel	3' H x 10' W RCBC	Frederick Portion (Half of Crossing ²)	\$ 248,000	5	2	3	2	12	4
TT	Frederick/ Dacono	TT-C23	Highway 52, West of Forest Avenue	(2) 3' H x 12' W RCBC	Frederick Portion (Half of Crossing and Downstream Channel Improvements ³)	\$ 411,000	5	2	3	2	12	5
TT	Frederick	TT-C8	Access Road Crossing North of Highway 52	Existing Crossing Proposed to be Removed and Replaced With Low Flow Crossing	-	\$ 59,000	5	3	1	2	11	6
TT	Frederick	TT-C2	County Road 20/Bella Rosa Parkway	(3) 5' H x 9' W RCBC	-	\$ 1,057,000	5	1	2	3	11	7
IC	Frederick/ Erie	IC-C13	HWY 52, East of County Road 5	8' H x 10' W RCBC	Frederick Portion (Half of Crossing and Downstream Channel Improvements ¹)	\$ 606,000	5	2	2	2	11	8
TT	Frederick	TT-C28	County Road 15/Ridgeway Blvd and Leyden Creek Blvd Intersection	24" RCP 36" RCP	-	\$ 137,000	4	3	1	3	11	9
TT	Frederick/ Firestone	TT-C16	Colorado Blvd, North of Majestic Street/McClure Avenue	(2) 19" H x 30" W HERCP	Frederick Portion (Half of Crossing ⁴)	\$ 59,000	3	3	2	2	10	10
IC	Frederick	IC-C9	Boulder and Weld County Ditch	(3) 4' H x 7' W RCBC	-	\$ 1,354,000	4	1	2	2	9	11
TT	Frederick	TT Ponds 667 & 668	Prairie Green Ponds 2 & 3	Raise Spillway and Embankment of Pond 2 Remove Orifice Plate on Pond 2 and Enlarge Orifice Opening Area on Pond 3	-	\$ 108,000	3	3	1	2	9	12
TT	Frederick	TT-C29	Frederick Way, South of Sixth Street (Outflow of Prairie Green Pond 3 and Storm Sewer South of Thunder Valley K-8 School)	36" RCP Pond 3 Outlet with Orifice Plate to tie into upsized 36" RCP outfall	-	\$ 417,000	3	3	1	2	9	13
GH	Frederick	GH-C3	County Road 16/Tipple Parkway	(3) 7' H x 14' W RCBC 7' H x 11' W RCBC	-	\$ 434,000	3	3	1	2	9	14
GH	Frederick	GH-C12	Highway 52 - Erie Tributary	(3) 4' H x 12' W RCBC	-	\$ 762,000	5	2	1	1	9	15

¹Total Project Cost = \$310,000. Other half of crossing costs (\$155,000) allocated to Town of Firestone.

²Total Project Cost = \$548,000. Other half of crossing costs (\$301,000) allocated to City of Dacono.

³Total Project Cost = \$624,000. Other half of crossing costs (\$218,000) allocated to Town of Erie.

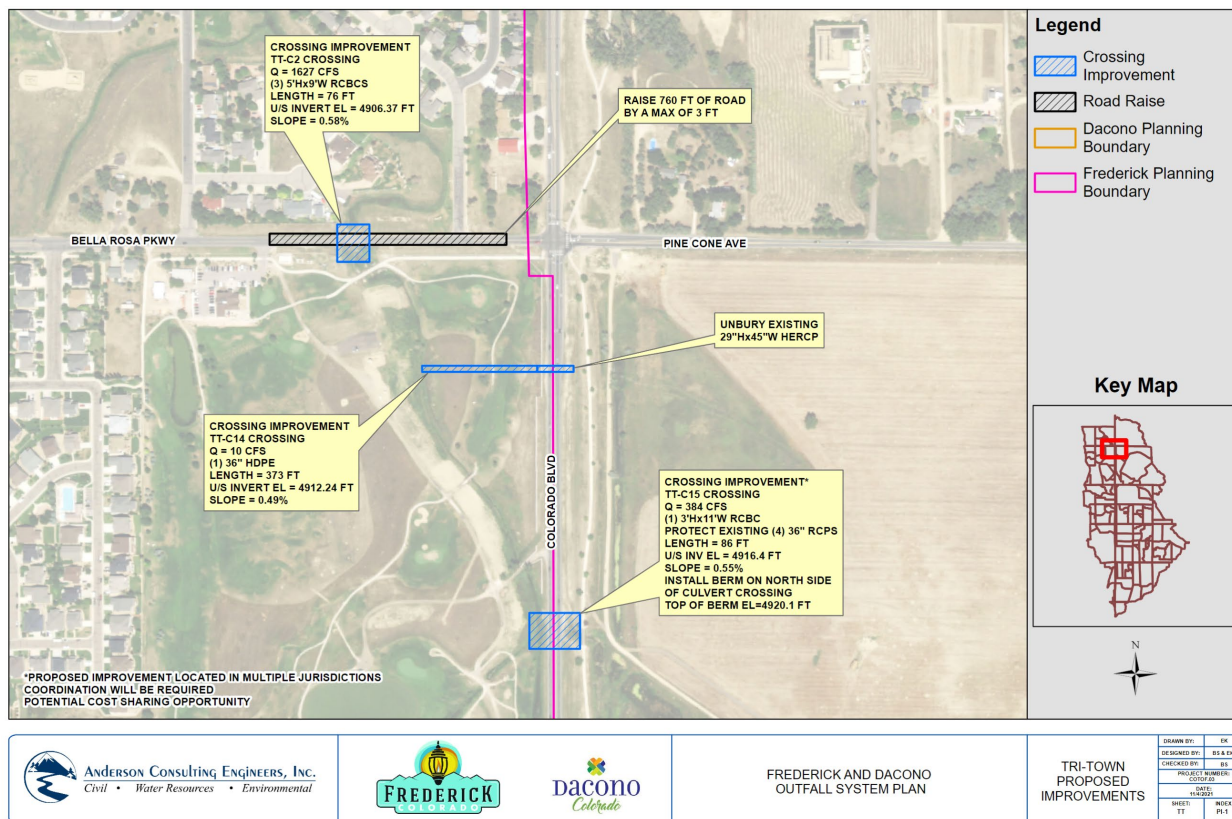
⁴Total Project Cost = \$2,677,000. Other half of crossing and detention pond costs (\$1,506,000) allocated to City of Dacono.

⁵Total Project Cost = \$721,000. Other half of crossing costs (\$310,000) allocated to City of Dacono.

⁶Total Project Cost = \$543,000. Other half of crossing costs (\$94,000) allocated to Town of Firestone.

Figure 1 - Top 15 projects

Below is a picture of the general location of the proposed projects.



The Engineering department scored the SOQs using the following criteria. The scores were combined and AVI Professional Corporation was the top pick. One item that helped AVI stand apart from the competition was the continuity of the firm and the OSP. Along with the familiarity the firm has with the Town’s master plans.

WEIGHTING FACTOR	QUALIFICATION	STANDARD
3	Scope of Proposal	Does the proposal show an understanding of the project objective, methodology to be used, and results that are desired from the project?
3	Assigned Personnel	Do the persons who will be working on the project have the necessary skills? Are sufficient people with the requisite skills assigned to the project?
1	Availability	Are other qualified personnel available to assist if required? Is the project team available to attend meetings as required by the Scope of Work?
2	Statement Quality	Is the statement of qualification complete? Are there any errors? Does the Firm reference specific Town Planning documents?

FIRM
Topographic
JR Engineering
AVI PC
Drexel
Landmark EPC LLC
Sanborn H & A

18-Oct-22

TOWN OF FREDERICK ENGINEERING DEPARTMENT
Colorado Blvd & Bella Rosa Drainage Projects

TASKS	TASK DESCRIPTION	Estimated Costs	AVI				
			Principal	Non-Registered Engineer	Registered Surveyor	Survey Party Chief	Clerical Staff
			\$162	\$104	\$135	\$106.00	\$65.00
	AVI		HRS				
1.1	Project Administration	\$ 19,330.00	80	30			50
1.2	Topographic/Right of Way Survey, Project Control & Mapping:	\$ 14,500.00	10	20	80	120	
1.3	Geotechnical Investigation/Recommendations (Terracon*)	\$ 9,950.00					
1.4	Hydraulic Analysis (ACE*)	\$ 32,140.00					
1.5	Environmental Permitting (Pinyon*)	\$ 4,141.00					
1.6	Utility Locates and Potholes (Colorado Utility Finders*)	\$ 10,500.00					
1.7	Subsurface Utility Engineering	\$ 13,180.00	20	65		30	
1.8	Roadway and Crossing Construction Plans	\$ 51,960.00	145	255			30
1.9	Construction Assistance**	\$ 7,364.00	40	6			4
1.9	Reimbursables	\$ 2,850.00					
	SUBTOTAL	\$ 165,915.00	295	376	80	150	84
	TOTAL	\$ 165,915.00					

* See detailed fee proposals from each sub-consultant.

** Construction Assistance includes answering questions during construction.

Submitted by:
A.V.I. Professional Corporation



Thomas Kent, P.E.
President & Project Manager

In regards to the schedule, below is a brief project timeline with submittal dates.

Project Kickoff Meeting	Oct 26 th 2022
Topographic/Environmental Surveys & Mapping	Oct/Nov 2022
Utility Locates	Oct/Nov 2022
Preliminary Plan & Cost Estimate Submittal	February 20 th , 2023
Final Plans, Special Provisions & Estimate	May 1 st , 2023
Bid Plans, Special Provisions and Estimate	July 18 th , 2023
Submit to Purchasing for Advertising	August 14 th , 2023
Award & NTP to Contractor	September 25 th , 2023
Construction	October 2023 – July 2024

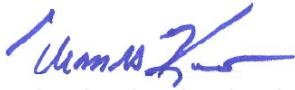
Schedule subject to comments and response times and permitting.

As the construction time line has not been definitely established at this point, fees for construction administration and inspection services are not included at this time.

Please review and let me know if you have any questions.

Sincerely,

AVI PROFESSIONAL CORPORATION



Thomas Kent, P.E.

The scope of work and cost estimate can be found in **Appendix A** of the Independent Consultant Agreement.

Address why this matters to the community and/or how it affects the community in a positive way.

Once completed they will improve the Town's flood control and drainage system. It is anticipated to start construction in 2023.

Working on projects identified in the Town's master plans will show the citizens that the Town is taking a proactive and planned approach to resolving the Town's stormwater issues. It shows the Town citizens that the stormwater fund is being used appropriately.

Legal Comments:

AVI Professional Corporation has reviewed and signed the Town's standard Independent Consultant agreement. No language changes were proposed.

Alternatives/Options:

- 1. Award the Contract to AVI Professional Corporation** - Proceed with the current bid proposal of \$165,915 Budget additional funds in the future for the construction phase of the project.
- 2. Deny the Award of Contract and Relocate Funds** - Do not proceed with using a consultant to design the drainage crossings. Instead, use the budgeted funds for the design and construction of other stormwater infrastructure.
- 3. Deny the Award of Contract and Reserve funds-** Do nothing. This project is not a priority for the Board and it is not a big enough public concern at this time.

Financial Considerations:

This project was budgeted for \$200,000 in the 2022 CIP budget. Funds will be paid through the stormwater fund.

AVI Professional Corporation has provided a cost estimate of \$165,915

Staff Recommendation:

Staff recommends option one (1) approving and awarding the contract to AVI Professional Corporation.

Exhibit A

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-77**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, AWARDING
A CONTRACT FOR ENGINEERED DRAWINGS OF DRAINAGE CROSSINGS
IMPROVEMENTS NEAR COLORADO BOULEVARD AND BELLA ROSA
PARKWAY AND AUTHORIZES THE TOWN MANAGER TO EXECUTE THE
CONTRACT**

WHEREAS, in accordance with Chapter 4 Article V, the Town is not required to seek bids for technical and professional services, notwithstanding the Town issued a Request for Qualifications in September 2022 and six firms responded with a Submittal of Qualifications for the Colorado Boulevard and Bella Rosa Parkway Drainage Improvements; and,

WHEREAS, the Town adopted the Outfall System Plan (OSP), per Resolution No. 22-R-29; and,

WHEREAS, the Board of Trustees recognizes preferred consultant for this contract award is AVI Professional Corporation.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE
TOWN OF FREDERICK, COLORADO, AS FOLLOWS:**

1. The Board of Trustees accepts the bid from AVI Professional Corporation. In the amount of \$165,915 as the preferred consultant on the Colorado Boulevard and Bella Rosa Parkway drainage improvements design project as reflected in the accompanied Action Memorandum and authorizes the Town Manager to sign a contract, subject to finalization and review by the Town Attorney that is substantively the same as the attached Exhibit A.

INTRODUCED, READ, PASSED AND SIGNED THIS 25th DAY OF OCTOBER, 2022.

TOWN OF FREDERICK

By: _____
Tracie Crites, Mayor

ATTEST:

By: _____
Meghan C. Martinez, MMC, Town Clerk

INDEPENDENT CONSULTANT AGREEMENT

THIS INDEPENDENT CONSULTANT AGREEMENT (the "Agreement") is made and entered into this 25th day of October 2022 (the "Effective Date") by and between the Town of Frederick, Colorado, a Colorado municipal corporation (the "Town") and AVI Professional Corporation, ("Consultant").

WHEREAS, The Town desires to engage the services of Consultant to provide the "Services" more fully described on Exhibit A; and

WHEREAS, the Consultant wishes to become associated with the Town as an independent Consultant; 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.** Town is a municipal corporation located in Frederick, Colorado.
- 1.02 **Consultant.** Consultant is a private, independent business who will exercise discretion and judgment of an independent Consultant in the performance and exercise of its rights and obligations under this Agreement. Consultant shall use its own judgment and skills in determining the method, means, and manner of performing this Agreement. Consultant shall be responsible for the proper performance of this Agreement in accordance with any and all applicable federal, state, and municipal laws, regulations, and orders.
- 1.03 **Intent of the Parties.** By this Agreement, Town and Consultant intend for Consultant to be an independent Consultant in relationship to the Town and not the Town's employee or agent. Consequently, Consultant will not be considered an employee or agent of the Town at any time under any circumstances, for any purpose.
- a) Consultant does not have the authority to act for the Town, or to bind the Town in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Town. Consultant is not an agent of the Town, and will not hold itself out to the public as an agent of the Town.
 - b) Consultant has and hereby retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder. As Consultant will interact with

members of the public, Consultant agrees to employ courteous staff for work on the Services.

- c) The Town will not provide training or instruction to Consultant or any of its employees regarding the performance of Services hereunder, but will provide information and access to Town staff throughout the Services as contemplated in Exhibit A.
- d) Consultant represents that it may be engaged in providing similar services to other municipalities and is not required to work exclusively for the Town.
- e) All Services are to be performed solely at the risk of Consultant, and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- f) Consultant will not combine its business operations in any way with the Town's business operations, and each party shall maintain their operations as separate and distinct.

1.04 Additional Consultant Obligations. In addition to all other obligations contained herein, Consultant agrees:

- a. To furnish all tools, software, labor, and supplies in such quantities and of the proper quality to professionally and timely perform the Services.
- b. To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards to the satisfaction of the Town.
- c. To comply, at its own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of the Services hereunder or to Consultant as an employer.

SECTION 2: TERM, DUTIES, COMPENSATION

2.01 Term. This Agreement shall commence on the Effective Date, and shall remain in existence for a period of one (1) year unless sooner terminated as herein provided, and if necessary, shall be submitted to the Town sixty (60) days prior to the expiration of the Agreement to consider renewal subject to annual appropriations by the Town.

2.02 Duties and Compensation. The Consultant's duties, compensation and provisions for payment thereof shall be as set forth in Exhibit A, and any contemplated change in said terms shall be submitted to the Town in writing for review and approval prior to any such change. Consultant shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to Town. Town will pay Consultant within thirty (30) days after receipt of such properly itemized claim forms.

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

2.04 Information of Reports. The Consultant shall, at such time and in form as the Town may require, furnish such periodic reports concerning the status of the project, such statements, and copies of proposed and executed plans and other information relative to the project as may be requested by the Town. The Consultant shall furnish the Town, upon request, with copies of all documents, and other material prepared or developed in relation with or as part of the project. Electronic material prepared and/or developed shall be in a format compatible with Microsoft Office 2019 products or other Town compatible software.

SECTION 3: OPERATIONS

3.01 Expenses: The Consultant shall not incur any expense or debt on behalf of the Town without written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. Town and Consultant each agree to abide by all applicable federal, state, and municipal laws and regulations and rules.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance. Consultant shall maintain and keep in force during the term hereof in an amount adequate for the Services to be provided herein. Consultant shall require that any of its agents and/or subconsultants who enter upon the Town's premises shall maintain like insurance. Certificates of such insurance shall be provided to Town upon request.

With regard to all insurance, such insurance shall be primary insurance with any applicable insurance held by the Town being excess insurance only. Nothing contained within this Agreement or attachments is intended to be a waiver of the Town's immunity pursuant to the Colorado Governmental Immunity Act.

4.02 Damage and Indemnity. Consultant assumes full responsibility for any and all damages caused by Consultant's exercise of its activities as authorized by this Agreement. Consultant 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 growing out of 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 Consultant or any invitees, guests, agents, employees or subconsultants of Consultant, whether brought by any of such persons or any other person arising from Consultant's activities as authorized by this Agreement. Consultant shall promptly pay to the Town, its successors or assigns, the full amount of any such costs, loss or damage which the Town, its successors or assigns may sustain or incur, or for which the Town, its successors or assigns, may become liable. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage required herein. The Town shall not provide such indemnification to

Consultant, provided, however, that Consultant shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the Town.

SECTION 5: TERMINATION

5.01 Termination. Either party upon thirty (30) days prior written notice may terminate this Agreement with or without cause.

- a) Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, pandemic, or any causes beyond the control of such party.
- b) Upon termination by either party, Consultant shall immediately cease any and all activities related to this Agreement, and shall return any keys, materials, tools, or other items provided by the Town to the Consultant in conjunction with this Agreement along with any work product created prior to the termination.
- c) Within thirty (30) days of termination Consultant shall submit a final invoice for unpaid services rendered up to the date of termination. In determining the amount of final payment to be made to Consultant upon such termination no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by Town to be incurred by reason of Consultant's default of this Agreement.

SECTION 6: MISCELLANEOUS

6.01 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Consultant: AVI pc
1103 Old Town Lane
Ste 1
Cheyenne Wyo 82009

To Town: Town of Frederick
c/o Town Manager
P.O. BOX 435
Frederick, CO 80530

6.02 Savings Clause. 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 Consultant and Town is one of employment rather than independent Consultant, this Agreement shall become null and void in its entirety.

6.03 Conflicts of Interest. Consultant is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Consultant and any third party. During the term of this agreement, the Consultant shall devote as much productive time, energy and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Consultant is expressly free to perform services for other parties while performing services for the Town. Consultant certifies and warrants to Town that neither it nor any of its officers, agents, employees, or subconsultants who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the Town.

6.04 Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Consultant 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 cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Consultant of any of the provisions of this Agreement will cause the Town irreparable injury and damage. The Consultant expressly agrees that the Town 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 Consultant. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Town may have for damages or otherwise. The various rights and remedies of the Town under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law. Consultant waives any and all right to injunctive relief in the event of any dispute with the Town, and the Consultant's sole remedy in such a dispute shall be at law limited to the amounts paid by the Town for Services provided pursuant to this Agreement.

6.05 Independent Consultant. This Agreement shall not render the Consultant an employee, partner, agent of, or joint venturer with the Town for any purpose. The Consultant is and will remain an independent Consultant in their relationship to the Town. The Consultant shall have no claim against the Town hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

IMPORTANT NOTICE: INDEPENDENT CONSULTANT IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS UNLESS SUCH COVERAGES ARE PROVIDED BY THE INDEPENDENT CONSULTANT OR SOME OTHER ENTITY. CONSULTANT SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE TOWN.

6.06 Records; Audit. Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Consultant shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by the Town or any

other authorized representative of the Town. Copies thereof, if requested, shall be furnished at no cost to the Town.

6.07 Ability to Bind the Other Party. Neither Town nor Consultant is the agent of the other, and neither shall have the right to bind the other by contract or otherwise, except as specifically provided in this Agreement.

6.08 Applicable Law. This Agreement shall be construed according to the laws of the State of Colorado with venue in Weld County, Colorado.

6.09 Time. Time is of the essence of this Agreement and of each covenant thereof. In the computation of any period of time, which shall be required or permitted hereunder, for notice, or under any law for any notice or other communication or for the performance of any term, condition, covenant, or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case, the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

6.10 Recitals and Exhibits. The Recitals hereto and any Exhibits which may be attached to this Agreement are hereby incorporated herein and made a part of this Agreement by this reference; however, in the event of a conflict between provisions in this Agreement and any exhibits, the provisions in this Agreement shall control.

6.11 Attorney's Fees. Consultant shall be liable to the Town for reasonable attorneys' fees incurred by the Town in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Consultant, or from Consultant's failure to fulfill any provisions or responsibility provided herein.

6.12 Assignment and Subcontracting. Consultant shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of Town. In the event that the Town approves of any such subcontracting, assignment or delegation, Consultant shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. The Town shall have no obligation whatsoever toward such persons. Consultant shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Consultant of any responsibility for performing under this Agreement.

6.13 No Modification or Waiver of Conditions. Consultant may not waive or modify all or any part of its duties, obligations or conditions hereunder without obtaining the express written consent of the Town.

6.14 Merger of Understanding. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Consultant and supersede all prior negotiations, representations and agreements, whether written or oral, except as where noted. This Agreement

may be modified only by a written document signed by both parties and approved by the Town Board at a public meeting.

6.15 Third Party Rights. The parties do not intend to confer any benefit hereunder on any person or entity other than the parties hereto and their respective successors and assigns.

6.16 Non-discrimination. Consultant and its officers, agents, employees, and subconsultants shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement

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

6.18 Captions. The captions 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.

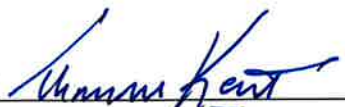
6.19 Acknowledgment of Review. Consultant hereby expressly acknowledges that he/she has reviewed and understands each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

TOWN OF FREDERICK

CONSULTANT

By _____
Tracie Crites, Mayor

By 
Name, Title Thomas Kent
Vice President
AVI Professional Corp.

ATTEST:

Meghan C. Martinez, CMC, Town Clerk

Exhibit A

Page 1 of 5

Enter Project #

Zackery Roberson,
Civil Engineer
Town of Frederick Engineering Department
323 5th Street
Frederick CO 80530

October 17th, 2022

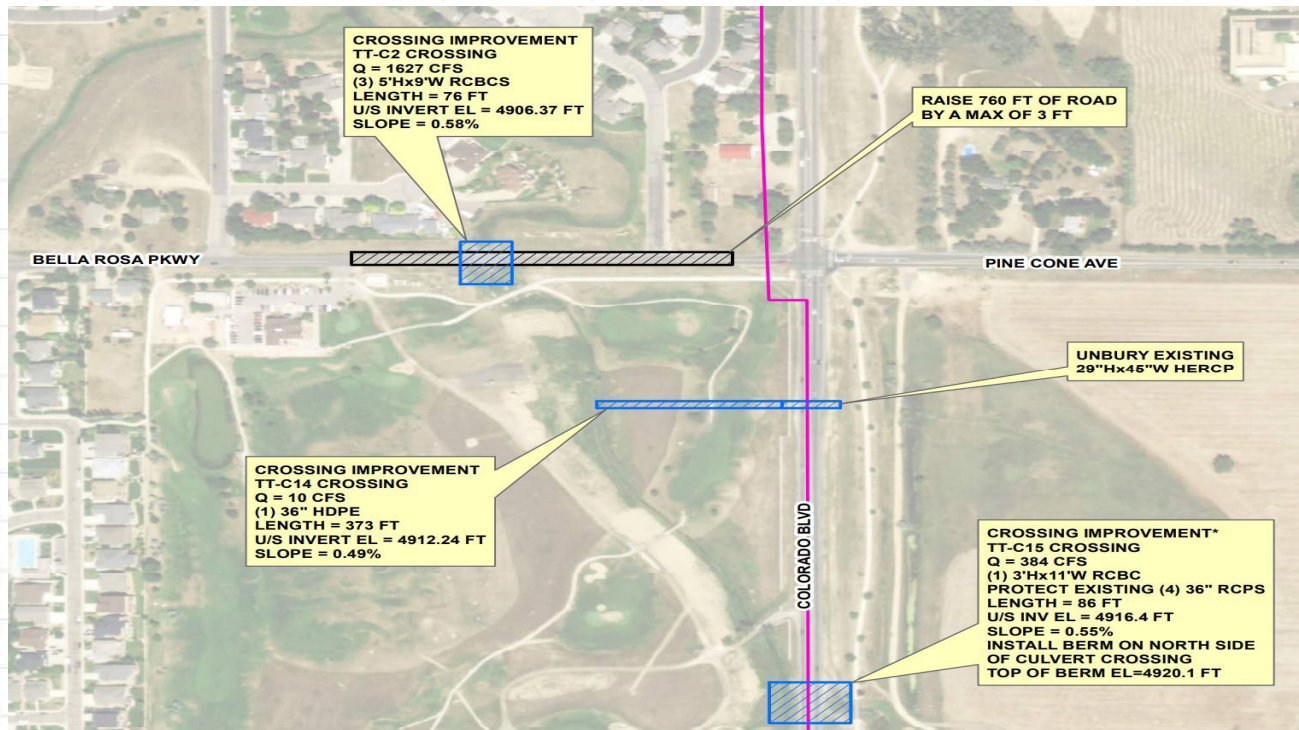
RE: Colorado Boulevard and Bella Rosa Scope, Schedule, and Fee Proposal

Dear Zackery,

The following is a scope, fee, and schedule proposal for the above mentioned project. This proposal includes the three proposed crossings as outlined in the RFP and below.

Proposed - Outfall System Plan Projects

- *TT-C2: Three (3) 5'H x 9'W crossing and raising the road to eliminate overtopping of Bella Rosa Parkway.*
- *TT-C14: Existing 29" x 45" HERCP to be unburied and connected with proposed 36" pipe extension west through the golf course to eliminate overtopping of Colorado Boulevard.*
- *TT-C15: Existing four 36" RCPs to remain and proposed 3' H x 11' W RCBC to be added. Small berm proposed to eliminate overtopping of Colorado Boulevard.*



The following are itemized tasks and fees for this work.

1.1 Project Administration: This task will be completed by AVI including coordination efforts with the Town of Frederick, Sub-Consultants and utility companies.

Subtotal: \$19,330

1.2 Topographic/Right of Way Survey, Project Control & Mapping: AVI will provide topographic/boundary surveys and mapping efforts for the project. AVI will survey in potholes, existing utilities, and geotechnical bore holes as well. Surveying efforts will include permanent and temporary easement exhibits for construction purposes.

Subtotal: \$14,500

1.3 Geotechnical Investigation/Recommendations: Attached is a detailed fee proposal and scope from Terracon to provide structure and surfacing recommendations. Includes an estimated fee of \$1,500 for traffic control.

Subtotal: \$9,950

1.4 Hydraulic Analysis: Attached is a detailed fee proposal and scope from ACE to provide the hydraulic analysis' for the crossings..

Subtotal: \$32,140

1.5 Environmental Permitting: Attached is a detailed fee proposal and scope from Pinyon to complete Section 404 Permitting.

Subtotal: \$4,141

1.6 Utility Locates and Potholes: Attached is a fee proposal and scope from Colorado Utility Finders to locate utilities and to provide potholes. Their proposal assumes 12 potholes from their initial field observation and permit fees to be waived by the Town as it is a Town project. Although their proposal is for \$7,530, it is recommended to add contingency for unknowns so have budgeted \$10,500 and if not used will not be billed to the Town. It is understood additional potholes might be required as the design develops.

Subtotal: \$10,500

1.7 Subsurface Utility Engineering (SUE): AVI along with Colorado Utility Finders will provide SUE documents for the project ranging in levels pending project requirements.

Subtotal: \$13,180

1.8 Roadway and Crossing Construction Plans: AVI will provide preliminary, final and bid plans for all three crossings. The construction drawings will include cover sheet, general notes, quantities, traffic control, erosion control, grading, stormwater management plan, horizontal/vertical layout, geotechnical information, details, plan sheets, profiles, typical channel sections, cross-sections, ROW, applicable easements, structure details, street striping, and other information as needed for the completion of the project.. Also included are project special provisions and estimates. It is anticipated all three crossings will be bid out to Contractors as one project.

Subtotal: \$51,960

1.9 Construction Assistance: Includes attending pre-bid meeting for Contractors, answering questions during the bid process and preparing addendum(s) as needed. Also includes time for addressing questions during construction. This is an estimated amount with defined hours in the fee table.

Subtotal: \$7,364

2.0 Reimbursables: Includes items such as mileage, equipment, copies etc. To be billed per rate sheets.

Subtotal: \$2,850

TOTAL = \$165,915

In regards to the schedule, below is a brief project timeline with submittal dates.

Project Kickoff Meeting	Oct 26th 2022
Topographic/Environmental Surveys & Mapping	Oct/Nov 2022
Utility Locates	Oct/Nov 2022
Preliminary Plan & Cost Estimate Submittal	February 20th, 2023
Final Plans, Special Provisions & Estimate	May 1st, 2023
Bid Plans, Special Provisions and Estimate	July 18th, 2023
Submit to Purchasing for Advertising	August 14th, 2023
Award & NTP to Contractor	September 25th, 2023
Construction	October 2023 – July 2024

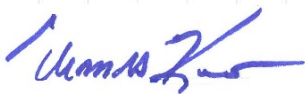
Schedule subject to comments and response times and permitting.

As the construction time line has not been definitely established at this point, fees for construction administration and inspection services are not included at this time.

Please review and let me know if you have any questions.

Sincerely,

AVI PROFESSIONAL CORPORATION



Thomas Kent, P.E.

18-Oct-22

TOWN OF FREDERICK ENGINEERING DEPARTMENT
Colorado Blvd & Bella Rosa Drainage Projects

	TASK DESCRIPTION	Estimated Costs	AVI				
			Principal	Non-Registered Engineer	Registered Surveyor	Survey Party Chief	Clerical Staff
			\$162	\$104	\$135	\$106.00	\$65.00
TASKS							
	AVI		HRS				
1.1	Project Administration	\$ 19,330.00	80	30			50
1.2	Topographic/Right of Way Survey, Project Control & Mapping:	\$ 14,500.00	10	20	80	120	
1.3	Geotechnical Investigation/Recommendations (Terracon*)	\$ 9,950.00					
1.4	Hydraulic Analysis (ACE*)	\$ 32,140.00					
1.5	Environmental Permitting (Pinyon*)	\$ 4,141.00					
1.6	Utility Locates and Potholes (Colorado Utility Finders*)	\$ 10,500.00					
1.7	Subsurface Utility Engineering	\$ 13,180.00	20	65		30	
1.8	Roadway and Crossing Construction Plans	\$ 51,960.00	145	255			30
1.9	Construction Assistance**	\$ 7,364.00	40	6			4
1.9	Reimbursables	\$ 2,850.00					
SUBTOTAL		\$ 165,915.00	295	376	80	150	84
TOTAL		\$ 165,915.00					

* See detailed fee proposals from each sub-consultant.

** Construction Assistance includes answering questions during construction.

Submitted by:

A.V.I. Professional Corporation



Thomas Kent, P.E.

President & Project Manager

SUB-CONSULTANT'S
SCOPE & FEES



1831 Lefthand Circle, Suite B
Longmont, CO 80501
P (303) 776-3921
F (303) 776-4041
Terracon.com

October 14, 2022

AVI, PC
2290 E. Prospect Road, Suite 5
Fort Collins, Colorado 80525

Attn: Mr. Tom Kent, P.E.
P: (970) 420-0086
E: kent@avipc.com

Re: Proposal for Geotechnical Engineering Services
Bella Rosa Parkway Improvements
Bella Rosa Parkway and Colorado Boulevard
Frederick, Colorado
Terracon Proposal No. P22225073

Dear Mr. Kent:

We appreciate the opportunity to submit this proposal to AVI, PC (AVI) to provide geotechnical engineering services for the project referenced above. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is \$8,450. Fees associated with the additional services such as traffic control are not included in our base fee provided above and will be invoiced at cost plus 15 percent. We estimate traffic control will be an additional \$1,500. See Exhibit C for more details of our fees and consideration of additional services.

Proposal for Geotechnical Engineering Services

Bella Rosa Parkway Improvements ■ Frederick, Colorado

October 14, 2022 ■ Terracon Proposal No. P22225073



Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,

Terracon Consultants, Inc.

Maia Griswold Hayes, P.E.
Senior Staff Engineer

Eric D. Bernhardt, P.E.
Geotechnical Department Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between AVI PC ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Bella Rosa Parkway Improvements project ("Project"), as described in Consultant's Proposal dated 10/14/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**

By: *Eric D. Bernhardt* Date: **10/14/2022**

Name/Title: **Eric D. Bernhardt, P.E. / Geotechnical Department Manager**

Address: **1831 Lefthand Cir Ste B
Longmont, CO 80501-6768**

Phone: **(303) 776-3921** Fax: **(303) 776-4041**

Email: **Eric.Bernhardt@terracon.com**

Client: **AVI PC**

By: _____ Date: _____

Name/Title: **Tom Kent / P.E.**

Address: **2290 E Prospect Rd Ste 5
Fort Collins, CO 80524**

Phone: _____ Fax: _____

Email: **kent@avipc.com**

Proposal for Geotechnical Engineering Services

Bella Rosa Parkway Improvements ■ Frederick, Colorado

October 14, 2022 ■ Terracon Proposal No. P22225073



EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by AVI and the expected conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify this information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project site is located near the intersection of Bella Rosa Parkway and Colorado Boulevard in Frederick, Colorado. The approximate Latitude/Longitude of the center of the site is 40.1314° N/104.9419°W (Please refer to Exhibit D).
Existing Improvements	The site is currently the asphalt-surfaced Bella Rosa Parkway and Colorado Boulevard. The roads appear to be two to four-lane roadways with gravel shoulders.
Surrounding Developments	The intersection is bordered to the northwest by residential developments and to the southwest by the existing Bella Rosa Golf Course. To the east of the site is vacant land and irrigated farmland followed by the Saddleback Golf Club. Milavec Lake is preset to the south of the site.
Current Ground Cover	We anticipate the current ground cover in the areas of exploration will be asphalt surfacing or native vegetation next to the existing roadway.
Existing Topography	We anticipate the site is relatively flat.
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed improvements indicate subsurface conditions will likely consist of lean clay with varying amounts of sand over claystone bedrock. We anticipate bedrock will be encountered at depths of about 10 to 15 feet below existing site grades. We do not anticipate groundwater will be encountered in our exploratory borings.

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Planned Construction

Item	Description
Information Provided	The project information described below is based on the following: ■ A project description prepared by the Town of Frederick and provided to us by the client ■ KMZ locations of the proposed improvements
Project Description	The project includes the design of drainage improvements around the intersection of Bella Rosa Parkway and Colorado Boulevard. We understand three improvement locations are planned around the intersection ■ TT-C2 will include a crossing improvement and raising of the existing road grade ■ TT-C14 will include the installation of a 36" pipe extension ■ TT-15 will include a proposed crossing to be installed and a small berm to constructed
Proposed Construction	We anticipate crossings structures will be supported on shallow foundations.
Grading/Slopes	Grading plans were not provided at the time of this proposal. Based on the project description, we anticipate cuts on the order of about 5 to 10 feet could be required for the proposed crossing construction and fills on the order of 5 to 10 feet could be required for raising the existing road grade and construction of the small berm at TT-C15
Pavements	■ We assume both rigid (concrete) and flexible (asphalt) pavement sections should be considered. Please confirm this assumption. ■ Traffic loads were not provided at the time of this proposal. We will work closely with the project team to determine traffic loads to assist with developing our recommended pavement thicknesses.



EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

AVI prescribed the following boring locations and depths:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
2	20 to 25 or auger refusal	TT-C2
1		TT-C14
1		TT-C15

1. Proposed borings will be completed to the planned depths below existing site grades or practical auger refusal, if shallower.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features are also typically utilized. A ground surface elevation at each boring location will be obtained by Terracon by interpolation from publicly available topographic maps. If available, approximate ground surface elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with a truck-mounted drill rig using continuous-flight augers (solid-stem and/or hollow-stem, as necessary, depending on subsurface conditions). Three samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling will be performed using modified California barrel and/or standard split-barrel sampling procedures. For the standard split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon is driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. For the modified California barrel sampling procedure, a 2½-inch outer diameter split-barrel sampling spoon is used for sampling. Modified California barrel sampling procedures are similar to standard split-barrel sampling procedures; however, blow counts are typically recorded for 6-inch intervals for a total of 12

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inches of penetration. The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer.

In addition, we will observe and record groundwater levels during drilling observations. No provisions have been made to obtain delayed groundwater measurements.

Our proposed fee assumes drill rigs can advance borings to the proposed depths using the methods described previously. If difficult drilling conditions are encountered, we will notify AVI as soon as it appears costs will exceed our proposed fee to discuss other drilling alternatives.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs will include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical engineer's interpretation, and include modifications based on observations and laboratory test results.

Property Disturbance: We will backfill borings with a mixture of auger cuttings, bentonite chips and grout after completion. Pavements will be patched with cold-mix asphalt and/or concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes, and patching existing pavements/surfaces. Excess auger cuttings will be dispersed in the general vicinity of the boreholes. Because backfill material often settles below the surface after a period, we recommend checking boreholes periodically and backfilling, if necessary. We can provide this service, at your request.

Traffic Control and Right-of-Way Permits: In order to safely complete the exploratory borings proposed within the roadway, we will obtain all required Right-of-Way (ROW) permits and will retain the services of a professional traffic control company to prepare a traffic control plan and provide traffic control services during completion of our field exploration. We will submit the traffic control plan and ROW permits applications to the appropriate town representative for review and approval prior to mobilizing to the site. Traffic control and ROW permit fees (if any) are not included in our lump sum fee and will be invoiced at cost plus 15 percent.

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Safety

Terracon is currently not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface; therefore, Terracon complies with local regulations to request a utility location service through Colorado 811 (CO811). We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current scope of services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. This proposal assumes Terracon has legal and ready access to the site for the purpose of conducting this investigation and there will not be delays due to site access. Terracon also assumes the sampling equipment proposed can access the proposed exploration locations and there is sufficient space available to maneuver the equipment and conduct the investigation. If site access issues are encountered, the investigation may be delayed, and additional changes may be incurred. We will notify the AVI if access issues are encountered. By acceptance of this proposal without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services. We assume the field work may be completed between 7 a.m. and 7 p.m. on weekdays.

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COVID-19: Terracon retains the right to stop work without penalty at any time we believe it is in the best interests of Terracon's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. AVI agrees it will respond quickly to all requests for information made by Terracon related to our pre-task planning and risk assessment processes. AVI acknowledges its responsibility for notifying us of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Laboratory Testing

The project engineer will review field data and assign various laboratory tests to better understand the engineering properties of various soil and bedrock strata. Exact types and number of tests cannot be defined until completion of field work. Laboratory testing will be conducted in general accordance with applicable or other locally recognized standards. Testing will be performed under the direction of a geotechnical engineer and may include the following:

- Visual classification
- Dry density
- Grain-size analysis
- Water-soluble sulfates
- Moisture content
- Atterberg limits
- One-dimensional swell
- Unconfined compressive strength

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS). Soil samples obtained during our field work will be disposed of after laboratory testing is complete unless a specific request is made to temporarily store the samples for a longer period of time.

If bedrock samples are obtained, rock classification is conducted using locally accepted practices for engineering purposes. Boring log rock classification is determined using the Description of Rock Properties.

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation and pavement alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

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Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning/Proposal Excerpts – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Site description
- Boring logs with field and laboratory data
- Stratification based on visual soil and/or bedrock classification
- Groundwater levels observed during and after completion drilling
- Site and boring location plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Laboratory test results
- Recommended foundation options and engineering design parameters
- Estimated movement of foundations
- Seismic site classification
- Subgrade preparation/earthwork recommendations
- Lateral earth pressure recommendations
- Recommended pavement options and design parameters

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Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations, and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

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EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned scope of services described in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Project Management	\$550
Field Exploration	\$4,100
Laboratory Testing	\$2,300
Analysis and Report Preparation	\$1,500
Total: Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$8,450
Traffic Control and ROW Permit Fees (estimated fee)	\$1,500

Note: Traffic control and ROW permit fees (if any) will be invoiced at cost plus 15 percent.

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service ¹	\$230/hour	
Plans and Specifications Review	\$500	
Observation and Testing of Pertinent Construction Materials	TBD	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our scope of services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require scope of services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified scope of services

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as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the appropriate form.

Project Schedule

We developed a schedule to complete the scope of services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport Stage	Posting Date from Notice to Proceed ^{1, 2, 3}
Proposal Excerpts	1 to 3 days
Site Layout	3 to 5 days
Locates/Permits Completed	5 to 7 days
Drilling Completed	15 to 20 days ^{4, 5}
Laboratory Testing Completed	20 to 25 days
Geotechnical Engineering	30 to 35 days ^{4, 5}

1. Upon receipt of your notice to proceed, we will activate the schedule component of our **GeoReport** website with specific, anticipated calendar dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.
3. Posting date presented in business day from receipt of notice to proceed.
4. Posting date can be affected by drilling rig availability at the time of receipt or notice to proceed. Any advanced notice of Terracon's selection to perform this work will allow for the timely scheduling of a drilling rig to perform the field work. **At the time of this proposal, drill rig availability was approximately 3 to 4 weeks out.**
5. As you are likely aware, many industries and businesses have been impacted by the recent outbreak of the COVID-19 virus. Terracon holds the health and safety of its employees, clients, subcontractors and the general public in the highest possible regard, and as such, has implemented internal policies to help protect against and prevent the spread of the COVID-19 virus. While we have taken appropriate measures and steps to ensure our geotechnical report will be delivered on time, some delays in the project schedule may occur due to reasons beyond our control.

EXHIBIT D – SITE LOCATION AND NEARBY GEOTECHNICAL DATA

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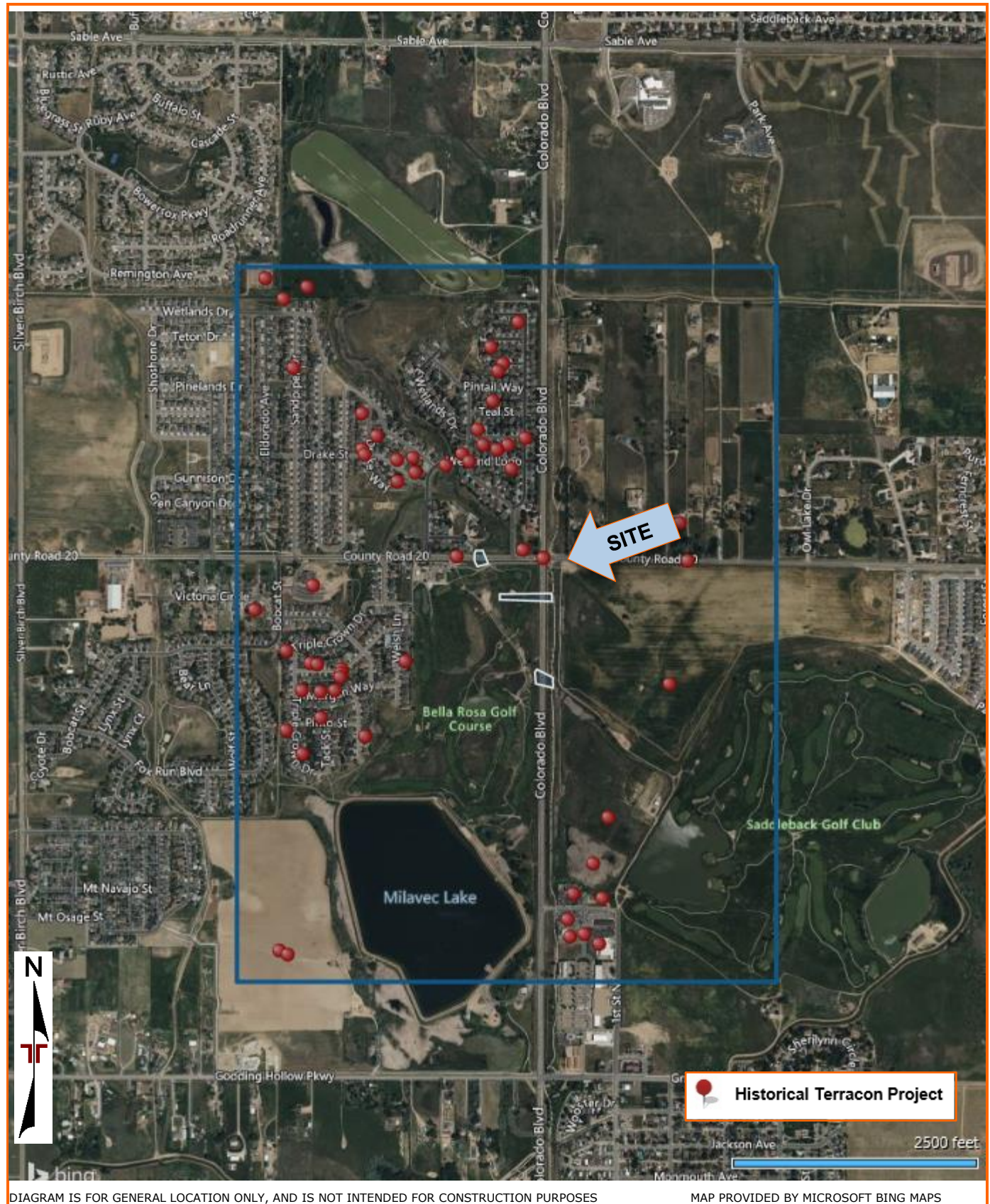


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT E – ANTICIPATED EXPLORATION PLAN

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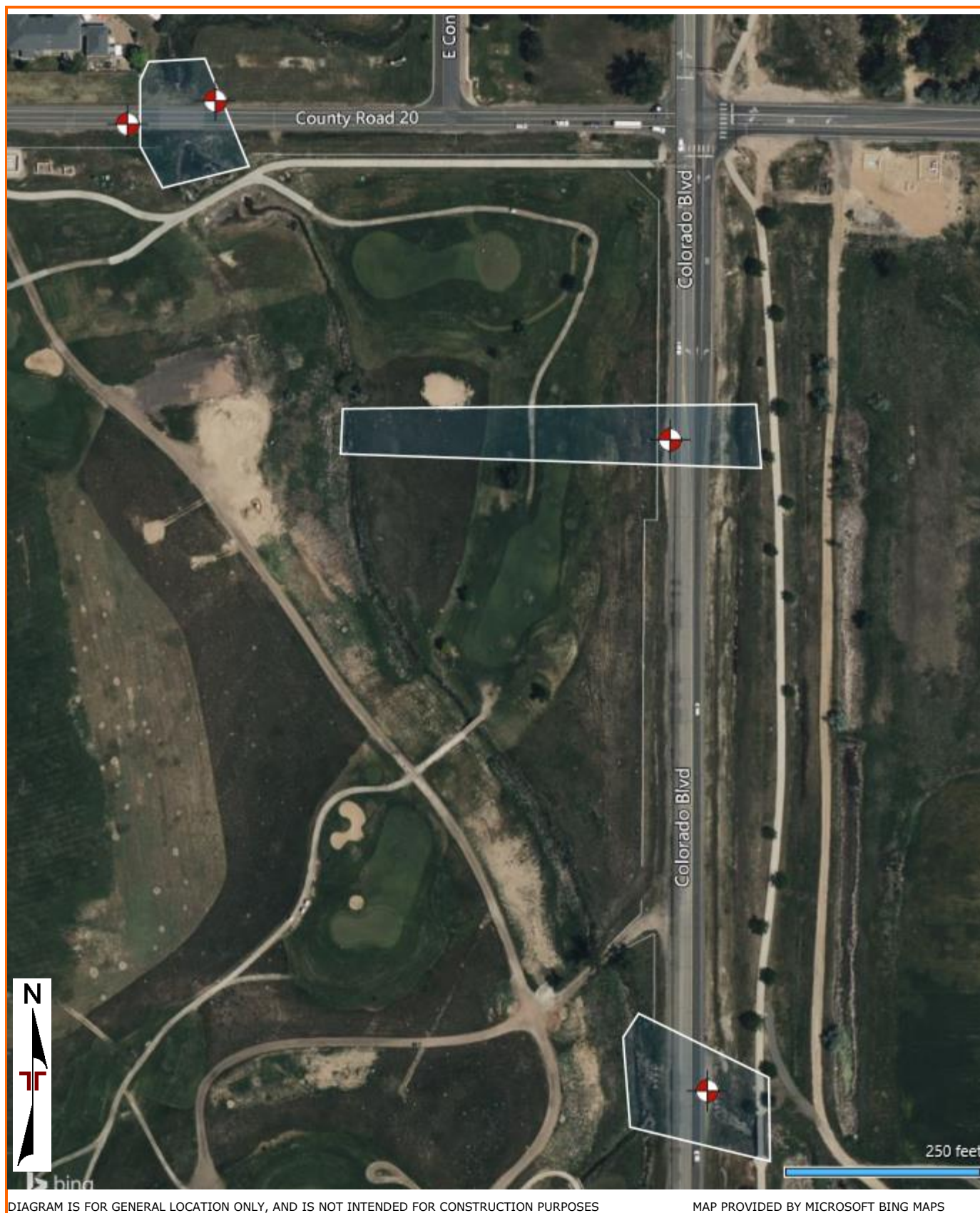


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

ANDERSON CONSULTING ENGINEERING HYDRAULIC SCOPE

Task 1. Data Collection, Ground Surveying, Base Map Preparation and Field Reconnaissance

This task will include the collection, review, and evaluation of existing data for the base mapping efforts. The data collection and review is anticipated to include the following: (a) available topographic data and aerial imagery; (b) Town utility inventory maps and GIS database information; (c) parcel boundaries, ownership, and right-of-way information from the Town and Weld County Assessor databases; and (d) pertinent base mapping and conceptual design drawings from the OSP study. AVI will utilize in-house survey crews to collect ground survey along the right-of-way of the proposed project limits. This ground survey will include the collection of land features necessary to develop design level topography and will also include the survey of utility locate and pothole information conducted as part of Task 2. Coordination will also be conducted with staff from the Bella Rosa Golf Course to identify existing golf course infrastructure that will need to be considered and surveyed as part of the design. Cross sectional survey will also be collected to facilitate the hydraulic evaluation along the drainageway. The ground survey information will be incorporated into the 2013 post flood LiDAR information to develop a composite ground surface for the project.

Information collected as part of this task will be utilized to develop a project base map in ACAD Civil 3D. Upon completion of the initial utility base map, Civil 3D pipe networks will be created for pertinent utility crossings for display on the plan and profile sheets. Utility pothole information (collected as part of Task 2 of this scope) will be utilized to define the vertical location of the utilities in the Civil 3D pipe networks. This task also includes effort for the AVI Team to conduct an initial field reconnaissance site visit with staff from the Town to verify existing conditions, utility locate information, define survey limits, and coordinate and identify physical design constraints. Two additional field reconnaissance visits have also been assumed to evaluate alternative design concepts and confirm the final design.

Task 2. Alternative Design Optimization, Hydrologic and Hydraulic Modeling

This task will include the review of the hydrologic information from the Frederick-Dacono OSP and the ongoing Firestone OSP to define the design discharges that will be utilized for this project. Survey information collected as part of Task 1 will be utilized to develop a one-dimensional HEC-RAS model of the Bella Rosa Parkway and Colorado Blvd crossings to appropriately define existing tailwater conditions, define existing hydraulic conditions, and hydraulically evaluate the alternative and final design configurations. It is noted that the proposed crossing improvements associated with the OSP did not consider potential conflicts with existing utilities.

Therefore, utility locates, and pothole information collected as part of Task 1 will be utilized to evaluate three feasible alternative culvert and roadway configurations. Collaboration with Town staff will be conducted to develop the list of the alternatives that will be evaluated as part of this process. The HEC-RAS model will then be used to hydraulically evaluate the alternative crossing options and high-level conceptual designs will be developed to determine relative costs associated with each alternative. The goal of the alternative evaluation is to identify preferred crossing options that will hydraulically optimize the design with respect to road profile changes, reduce roadway construction limits, reduce the need for utility relocation, and be cost effective. Based on the results of the alternative evaluation a preferred crossing option will be identified for the project locations that will be carried forward into preliminary and final design.

Task 3. Final Design and Development of Construction Drawings

The preferred culvert alternative for each crossing as determined from Task 3, will be furthered to a preliminary design level (approximately 70%) and submitted to Town staff for review. The preliminary design is anticipated to include the following: (a) general information, survey and horizontal plan, and geotechnical information; (b) all proposed storm drainage infrastructure will be identified and presented in plan and profile with typical channel cross sections; (b) proposed road grading modifications will be identified; (c) project footprint, alignments and potential right-of-way acquisition needs will be identified; and (d) potential utility conflicts along the crossings will be identified with proposed resolutions. The structure size and widths will be driven by hydraulics and limiting roadway impacts but the length of a structure is driven by the ultimate roadway section. For example, in Frederick's Transportation Master Plan, Bella Rosa Parkway will likely be constructed to a 4 lane

arterial with bike lanes, shoulders, sidewalks, etc so it is very important to plan for the future with the length of the structure. This is very important when designing a structure with permanent headwalls and wingwalls so they are placed in a location that accounts for future roadway widening. The preliminary design drawings will be submitted digitally in pdf format for Town staff to review and comment.

Comments received from the preliminary design submittal will be incorporated into the final design and set of construction drawings. The final design drawings are anticipated to include all of the information identified for the preliminary design with the following additional information: (a) proposed culvert crossing improvements and utility relocation needs will be finalized and presented in plan and profile with necessary channel improvement and cross section information; (b) road grading modifications and pavement replacement design/quantities will be finalized with a striping plan; (c) final right-of-away acquisition metes and bounds descriptions/exhibits provided by AVI (if needed) and temporary construction easements will be identified and quantified; (d) final structural design and details for all wingwalls, headwalls, toewalls, and aprons will be completed; (e) final design and details for erosion counter measures will be provided; (f) and proposed traffic control, erosion control and stormwater management plans will be included (g) final bid documents including plans, specifications and estimates. The final set of design drawings will be submitted digitally in pdf format for Town staff to review and comment. Comments received from the final design review will be addressed and a final stamped set of construction drawings will be developed for bidding and construction purposes.

This task will also include the meetings and coordination that are anticipated to be required throughout the duration of the project. This effort will include an initial kickoff meeting with an additional six meetings (or as needed) to be held during the preliminary and final design efforts to discuss/resolve any issues. AVI will also plan to provide weekly status updates and a monthly invoice letter documenting the progress on the project to keep Town staff informed on the progress of the project outside of the project meetings. The AVI Team will also be available to assist with the bidding process including the pre-bid meeting, answering questions, attending the bid opening and assisting with the selection of a contractor.

Task 4. Permitting - Optional

Review of the Town's, FEMA's, and the Colorado Hazard Mapping Program (CHAMP) existing flood hazard and floodplain mapping information indicate that the crossing locations associated with this project are not currently located within a regulatory floodplain. In addition, the proposed culvert upsizing associated with this project should significantly reduce water surface elevations and floodplain delineations upstream of the crossings. Therefore, a CLOMR and LOMR for this project is not anticipated. However, if required by the Town, changes to the existing condition floodplain and water surface elevations can be documented to procure a floodplain development permit from the Town and the hydraulic information developed as part of this study can be utilized to develop post-project floodplain mapping for the Town's future use if they so desire.

Based on previous experience in conducting similar types of projects, existing wetlands located along drainageways are typically assumed to be associated with Waters of the U.S. and are regulated by the U.S. Army Corps of Engineers (USACE) as part of the Clean Water Act. Consequently, as part of the project design it is recommended that a certified ecologist be consulted to determine if existing wetlands are present at the crossing locations and if the USACE would consider them regulatory. If wetlands exist and are determined to be jurisdictional, a wetland delineation and determination of project impacts will likely be required. However, it is anticipated that permitting of these impacts can be covered under a nationwide permit.

Task 6. Project Reporting and Specifications

A final design report will be prepared that summarizes the hydrologic and hydraulic analyses, SUE information, geotechnical investigation, permitting efforts, and all supporting documentation for the final design effort outlined in this Scope of Work. Digital pdf copies of the draft report will be provided to Town staff for review and comment. Comments generated from the draft review will be addressed and incorporated as a part of the final version of the report. In addition to developing the final design report, this task will include effort for the project team to develop project specifications (including the measurement and payment section), bid tab line items and associated quantities, and an engineer's estimate of probable construction costs for the City's use in bidding out the project.

**ANDERSON CONSULTING ENGINEERS
BUDGET FOR THE
COLORADO BOULEVARD AND BELLA ROSA DRAINAGE IMPROVEMENTS
TOWN OF FREDERICK**

PROJECT: <i>Colo Blvd and Bella Rosa Drainage Improvements</i> CLIENT: <i>AVI & Town of Frederick</i>						ODC's	Totals	
ACE PROJECT NO.: <i>COAV119</i> PREPARED BY: <i>BAS</i> DATE: <i>10/14/2022</i>	Senior Principal Engineer \$205/hr	Project Manager \$145/hr	Project Engineer I \$100/hr	Senior GIS/CADD Technician \$100/hr	Project Assistant \$75/hr	Other Direct Costs		
Task/Description	Hours	Hours	Hours	Hours	Hours	Cost	Hours	Cost
1. Data Collection, Ground Surveying, Base Map Preparation and Field Reconnaissance	0	12	12	0	0	\$50	24	\$2,990
2. Alternative Design Optimization, Hydrologic and Hydraulic Modeling	0	30	100	16	0	\$0	146	\$15,950
3. Final Design and Development of Construction Drawings	0	16	40	0	0	\$0	56	\$6,320
4. Permitting (Optional)	2	12	4	0	8	\$0	26	\$3,150
5. Project Reporting and Specifications	2	16	4	0	8	\$0	30	\$3,730
TOTAL ACE PROJECT HOURS	4	86	160	16	16		282	
TOTAL ACE BUDGET	\$820	\$12,470	\$16,000	\$1,600	\$1,200	\$50		\$32,140



Corporate Headquarters
3222 South Vance Street, Suite 200, Lakewood, CO 80227
T: 303.980.5200 F: 303.980.0089
www.pinyon-env.com

October 14, 2022

Tom Kent
AVI Professional Corporation
2290 E. Prospect Road, Suite 5
Fort Collins, Colorado 80525

Via email: Kent@avipc.com

Subject: Proposal to Complete Section 404 Permitting Support, Colorado Boulevard and Bella Rosa Drainage Improvements, Frederick, Colorado

Dear Mr. Kent:

Pinyon Environmental, Inc. (Pinyon), is pleased to present this proposal to complete Section 404 permitting support for the Colorado Boulevard and Bella Rosa Drainage Improvements Project in Frederick, Colorado. The scope of services and schedule details for the proposed project are outlined in Attachment A.

Pinyon estimates the cost to complete this project, in accordance with the outlined services, will be **\$4,141.00**. Pinyon will invoice on a time and materials basis, in accordance with the attached Schedule of Unit Rates (Attachment B).

To authorize the outlined scope of services, please sign and return one full copy of the attached Consulting Services Agreement, including the General Conditions (initial all pages) and this cover letter. Alternatively, please provide a subcontract for review and signature. Should you have any questions or require additional information, please do not hesitate to contact me at (303) 980-5200 or via email at Haraminac@pinyon-env.com. Thank you for considering Pinyon for your environmental consulting needs.

Sincerely,

PINYON ENVIRONMENTAL, INC.

A handwritten signature in black ink that reads "Allison Haraminac". The signature is written in a cursive, flowing style.

Allison Haraminac
Project Manager

Client: Address: Phone: Email: Client Contact:	AVI Professional Corporation 2290 E. Prospect Road, Suite 5 Fort Collins, Colorado 80525 970-420-0086 Kent@avipc.com Tom Kent
PROJECT DESCRIPTION	
Site Name: Site Location: Scope of Work:	Colorado Boulevard and Bella Rosa Drainage Improvements Frederick, Colorado Section 404 Permitting Support
Fee:	\$4,141.00
The following attachments are hereby made a part of this AGREEMENT:	
☒ ☒ ☒ ☒	Pinyon Environmental, Inc. Proposal dated October 14, 2022 Attachment A – Scope and Fee Attachment B – 2022 Schedule of Unit Rates Attachment C – General Terms and Conditions
AVI Professional Corporation	
Pinyon Environmental, Inc.	
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Task I Section 404 Compliance

The drainages that extend through the project area are tributaries to St. Vrain Creek, which flows to the South Platte River, a Traditional Navigable Water (TNW). Therefore, they are presumed to be jurisdictional Waters of the U.S. (WOTUS). Impacts to the drainages and associated wetlands would require compliance with Section 404 of the Clean Water Act. Impacts to WOTUS, including wetlands, are presumed to be minimal, and it is assumed that an Individual Permit would not be required. For this proposal, it is assumed that this project would qualify for Nationwide Permit (NWP) 3a—Repair, rehabilitation, or replacement of previously authorized currently serviceable structures or fills. NWP 3a does not require a delineation or a Pre-construction Notification (PCN), and there is no impact limit for the work.

It is assumed that neither historic resources nor federally listed species would trigger a requirement for a PCN. The project area has been disturbed within the past 50 years; therefore, no archaeological resources are anticipated within the construction limits. Additionally, no historic structures (50 years or older) are present in the project area. A Pinyon biologist will perform a habitat assessment for federally listed species by conducting a one-day site visit and documenting habitat conditions with notes and photographs.

Pinyon will subsequently prepare a memo outlining the project's compliance with environmental regulations, including Section 404 of the Clean Water Act. The memo will describe existing conditions pertaining to WOTUS in the study area, including a photographic log. Pinyon has included scope and fee for addressing one round of comments on the memo from the Town of Frederick.

Deliverables:

- Memo documenting compliance with environmental regulations

Assumptions:

- A formal Wetland Delineation and USACE correspondence (i.e., PCN) is not required and will therefore not be completed.
- The habitat assessment will confirm no suitable habitat for federally listed species. Should federally listed species' habitat be discovered, a PCN to the USACE will be required and this scope will need to be revisited.

Table I. Summary of Estimated Costs

Task I - Section 404 Compliance				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Project Controller	1.0	hour	\$108.00	\$108.00
Field Specialist / Project Assistant	1.0	hour	\$95.00	\$95.00
Scientist	20.0	hours	\$129.00	\$2,580.00
CAD/GIS Specialist	2.0	hours	\$108.00	\$216.00
Project Manager II	4.0	hours	\$191.00	\$764.00
Scientist I	2.0	hours	\$139.00	\$278.00
Equipment/Material Unit Rates				
Truck/Van Mileage	80.0	miles	\$0.63	\$50.00
General Field Visit - Day	1.0	day	\$50.00	\$50.00
Project Total				\$4,141.00

Employee Type	Rate
General Labor Categories	
Administration	\$72
Assistant Technical Specialist	\$65
Field Specialist / Project Assistant	\$95
Field Specialist / Project Assistant I	\$102
Project Controller	\$108
Field Engineer/ Scientist	\$105
Field Engineer/ Scientist I	\$110
Field Engineer/ Scientist II	\$115
Drafting/CAD/GIS	
CAD/GIS Specialist	\$108
CAD/GIS Specialist I	\$124
CAD/GIS Specialist II	\$134
CAD/GIS Specialist III	\$155
Cultural Resources	
Assistant Historian	\$65
Archaeology Technician	\$65
Cultural Field Specialist	\$92
Cultural Field Specialist I	\$97
Cultural Resource Specialist	\$105
Cultural Resource Specialist I	\$122
Cultural Resource Specialist II	\$132
Cultural Resource Specialist III	\$165
Cultural Resource Specialist IV	\$188
Industrial Hygiene	
Regulated Materials Specialist	\$83
Regulated Materials Specialist I	\$92
Industrial Hygienist	\$124
Industrial Hygienist I	\$134
Industrial Hygienist II	\$165
Industrial Hygienist III	\$196
Landscape Architecture	
Landscape Designer	\$93
Landscape Designer I	\$108
Landscape Architect	\$129
Landscape Architect I	\$139
Landscape Architect II	\$165
Landscape Architect III	\$196
General Science and Engineering (Air Quality, Biological Resources, Due Diligence & Site Characterization, Engineering, NEPA & Planning, Regulatory Compliance, Remediation)	
Engineer / Scientist	\$129
Engineer / Scientist I	\$139
Engineer / Scientist II	\$165
Engineer / Scientist III	\$211
Project Management	
Task Manager	\$149
Project Manager	\$165
Project Manager I	\$175
Project Manager II	\$191
Program Manager	\$206

<i>Lump Sum Equipment Charges</i>	
General Field Visits (general projects, asbestos sampling kit [bulk sampling])	\$50/day
Biological Field Visit (includes sub-meter GPS, wetland flags, field notebook, and other incidentals)	\$250/day
Soil Logging/Screening (during drilling/test pits; includes PID or other instruments, GPS, and other incidentals)	\$250/day
Groundwater Sampling (includes YSI field measurements, water level meter, bailers, and other incidentals)	\$250/day
Noise Monitoring	\$250/day
Asbestos Air Monitoring Field Kit	\$115/day
Mileage (passenger car)	Current IRS rate
Outside Expenses (e.g., shipping, rental equipment, travel, subcontractor/subconsultant, laboratory fees)	Cost + 10%
Specialty In-House Equipment Billed as Indicated in Project-specific Proposals	

I. Services

I.1 General

Pinyon Environmental Engineering Resources, Inc., hereinafter referred to as CONSULTANT, shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories, and special equipment.

I.2 Scope of Services and Fees

The Services to be performed by CONSULTANT and the associated fee estimate are attached hereto and made a part of this AGREEMENT as ATTACHMENT A and shall be performed by the CONSULTANT in accordance with the CLIENT's requirements. It is mutually understood that the fee estimate shown in ATTACHMENT A is on a firm contractual amount except the total fee by the CONSULTANT shall not exceed the estimate unless authorized by the CLIENT. The intent of the Scope of Work and the estimate contained in ATTACHMENT A is to identify the Services to be provided by CONSULTANT. However, it is specifically understood that by written notice to CONSULTANT, CLIENT can decrease or, with concurrence of CONSULTANT, increase the Scope of Work.

II. Payments

2.1 Payment for Personnel Services

2.1.1 Payment – Unless otherwise specified in Attachment A, payment for the services rendered by CONSULTANT's personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT's Schedule of Unit Rates, which is identified, attached hereto, and made a part of this AGREEMENT as ATTACHMENT B.

2.1.2 Chargeable Time – Chargeable time for CONSULTANT'S personnel is that portion of their time devoted to providing services requested by CLIENT. Travel time from CONSULTANT's office to an assigned work site, and return to CONSULTANT's office, is chargeable time; or if

more economical for CLIENT, CONSULTANT shall lodge its personnel overnight near the work site in lieu of traveling back to CONSULTANT's office at the end of each work day.

2.1.3 Overtime Rates – The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in ATTACHMENT B.

2.2 Payment for Direct Expenses

2.2.1 Payment – Unless otherwise specified in Attachment A, for direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT'S Schedule of Unit Rates, which is identified, attached to, and made a part of this AGREEMENT as ATTACHMENT B.

2.2.2 Direct Expenses – For the purposes of this AGREEMENT, Direct Expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include: Outside Services including the services and reimbursable expenses for firms other than CONSULTANT which are necessary for the work the CONSULTANT is directed to perform; Laboratory Tests and related reports necessary for the work the CONSULTANT is directed to perform; special Equipment expenses including the all of the costs associated with the CONSULTANT locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased or rented by CONSULTANT at the time of the request for services which are necessary to enable CONSULTANT to provide the services requested; vehicles furnished by CONSULTANT for CONSULTANT's field personnel on or near the Project site, for each day of field assignment away from CONSULTANT's Office; and Other Direct Expenses associated with all services provided hereunder and identified in ATTACHMENTS A and B.

2.3 Payment Conditions

2.3.1 CONSULTANT shall submit monthly invoices for all personnel services and direct

expenses under this AGREEMENT and a final invoice upon completion of services.

2.3.2 Invoices are due and payable upon receipt by CLIENT. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past-due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.3.3 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.3.4 If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the undisputed invoice, CONSULTANT may after giving seven (7) days written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including interest. CONSULTANT shall have no liability to CLIENT for delays or damages caused by such suspension of services.

2.2.5 If CLIENT fails to make payment in full to CONSULTANT within thirty (30) days as provided for herein, then CLIENT agrees that CONSULTANT shall be entitled to all reasonable costs and expenses of collection (pre-and post-judgment) including reasonable attorneys' fees. If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the undisputed invoice, CONSULTANT will initiate filing a lien on the property

2.3.6 The billing rates specified in ATTACHMENT B for subsequent years shall be adjusted annually in accordance with CONSULTANT's costs of doing business, subject to CLIENT's review and concurrence.

III. Term of Agreement

3.1 Term

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

CLIENT shall have the absolute right to abandon any work requested hereunder or to change the general scope of work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

This AGREEMENT may be terminated for convenience on thirty (30) days written notice, or for any cause if either party fails substantially to perform through no fault of the other, and does not commence and make a continuing effort to effect correction of such non-performance within seven (7) days of written notice.

3.4 Payment for Work upon Abandonment or AGREEMENT Termination

If CLIENT abandons requested work or terminates this AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the date of abandonment or effective date of termination. CONSULTANT shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section 2.

IV. General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which CONSULTANT shall provide hereunder shall be subject to the oversight and general guidance of CLIENT.

4.1.2 While upon the premises of CLIENT or property under its control, all employees, agents, and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent Consultant and that the employees,

agents or subconsultants of CONSULTANT shall be and remain an independent Consultant and that the employees agents or subconsultant of CONSULTANT shall not be considered employees of or subject to the direction and control of CLIENT. CONSULTANT shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder. CONSULTANT shall not be responsible for the supervision of employees, agents or other parties working for the CLIENT.

4.2 Insurance

4.2.1 Upon request from CLIENT, CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT ten (10) days notice of cancellation or change in the insurance coverage shown on such certificates.

4.3 Successors and Assigns

4.3.1 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns, and legal agreements and obligations of this AGREEMENT.

4.3.2 Neither CONSULTANT nor CLIENT shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted 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. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultant's as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than CLIENT and CONSULTANT except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules and regulations relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

4.4.2 Neither the CONSULTANT nor the CONSULTANT's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by CLIENT prior to this AGREEMENT, shall remain CLIENT's property. CLIENT shall make available to CONSULTANT copies of these materials as necessary for the CONSULTANT to perform the services requested hereunder. CONSULTANT may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect to the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CONSULTANT shall retain all common law, statutory or other reserved rights, including the copyright thereto. CLIENT may make and retain copies for information and reference in connection

with the use and the occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

4.5.3 CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing services herein, and to the condition or availability of the computer data after an acceptance period or thirty (30) days from delivery to CLIENT. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaption will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

4.6 Ownership of Intellectual Property Rights

All United States and foreign intellectual property rights, including copyright and patent rights, in anything which PINYON creates for the project (including all Work Product) shall be the sole property of PINYON without the payment by PINYON of any further consideration. Notwithstanding any provision of the Copyright Act, specifically the work-for-hire provisions, the joint authorship provisions, and the collective-work provisions, which may cause CLIENT to have sole or joint rights in any copyrights attributable to any works which PINYON creates while working for CLIENT, any and all copyrightable works prepared either in whole or in part by PINYON under this Agreement shall be deemed created by PINYON pursuant to CLIENT's contract with PINYON, and they are, shall be, or shall become, solely owned by PINYON. CLIENT agrees to assign, and CLIENT does hereby assign, all of CLIENT's right, title, and interest in and to all such works, and any copyrights, patents, or any other

intellectual property rights related thereto, to PINYON. In addition, CLIENT agrees to sign all documents reasonably necessary to carry out this assignment. PINYON may copyright or patent any such work in the United States or elsewhere in accordance with applicable copyright and patent law, and the copyrights may be in PINYON's own name. PINYON shall pay all applicable costs related to such copyright or patent applications.

4.7 Severability

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.8 Location of Underground Utilities

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking said underground utilities and structures according to CONSULTANT's project billing rates, over and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures, even if CONSULTANT arranges for this service on behalf of CLIENT. For reasons of safety CONSULTANT will not begin work until this has been accomplished.

4.9 Subsurface Investigations

In soils, foundation, ground water, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions

may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

4.10 CONSULTANT's Personnel at Project Site

4.10.1 The presence or duties of the CONSULTANT personnel at a Project site, whether as onsite representative or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have not duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.

4.10.2 The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the project documents and that the integrity of the design concept as reflected in the project documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.11 Opinions of Cost, Financial Considerations and Schedules

Since CONSULTANT has no control over the cost of labor, materials, or equipment, or over the

contractor's method of determining prices, or over competitive bidding or market conditions, any opinions of probable construction cost provided by CONSULTANT are to be made on the basis of experience and qualifications. These opinions represent the judgement of CONSULTANT; however, the CONSULTANT cannot and does not guarantee that proposals, bids, or construction costs will not vary significantly from opinions of probable cost. If the CLIENT wishes greater assurance as to likely construction cost, the CLIENT shall employ an independent cost estimator.

4.12 Disposition of Samples and Equipment

4.12.1 Disposition of Samples – No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise.

4.12.2 Hazardous or Potentially Hazardous Samples and Materials – In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety or the environment as defined by federal, state, or local statutes, regulations or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT. CLIENT agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as handler, generator, transporter, or disposer of said samples and materials.

4.12.3 Contaminated Equipment – All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be

decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

4.13 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.13.1 If CONSULTANT, while performing services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

4.13.2 In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.13.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in CONSULTANT's sole judgement are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

4.14 Established Business Relationship

CLIENT acknowledges that there is an Established Business Relationship between CLIENT and CONSULTANT, and hereby grants CONSULTANT permission to submit information via facsimile or e-mail to CLIENT's equipment and employees.

4.15 Changed Conditions

If during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with this Agreement.

4.16 Timeliness of Performance

The CLIENT and the CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the ability to complete the services to be provided under this Agreement. CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

V. Professional Responsibility

Amendments to Section 5, if any are included in ATTACHMENT C.

5.1 Standard of Care

CONSULTANT will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

5.2 Limitation of Liability

CLIENT and CONSULTANT have discussed the risks, rewards and benefits of the project and CONSULTANT's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, CONSULTANT's total liability to CLIENT for any and all injuries, claims, losses, expenses, damages or

claims expenses arising out of this agreement from any cause or causes shall not exceed the total amount of \$50,000, or the total fee paid to CONSULTANT. Such causes include but are not limited to design professional's negligence, errors, omissions, strict liability, breach of contract and breach of warranty. CLIENT understands that dollar limits higher than that indicated above are available. If CLIENT wishes to discuss these other limits and their impact on CONSULTANT's fee, CLIENT should contact CONSULTANT prior to executing this AGREEMENT.

5.3 No Special or Consequential Damages

CLIENT and the CONSULTANT agree that to the fullest extent permitted by law the CONSULTANT shall not be liable to CLIENT for any special, indirect or consequential damage whatsoever, whether caused by the CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its agents, subconsultants, and employees harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services hereunder, including the transport or disposal of hazardous samples or contaminated equipment by CONSULTANT on behalf of CLIENT, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; provided that CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its agents, subcontractor, or employees.

5.5 No Third Party Beneficiaries

5.5.1 CLIENT and CONSULTANT expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it. CLIENT agrees that the CONSULTANT's services and work products are for the exclusive present use of CLIENT. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party, shall not modify, rescind, waive, or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

5.5.2 CONSULTANT understands that under some circumstances, CLIENT may require a reliance letter for project financing. CONSULTANT has the right to review and reject any reliance letter language, and the right to limit our liability to any third party involved in the project. As a condition of CONSULTANT providing a reliance letter to a third-party lender, CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify, and hold CONSULTANT, its agents, subconsultants, and employees harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court arbitration costs and other liabilities arising out of or resulting from, wholly or in part, CONSULTANT providing such a letter.

VI. Governing Law

This AGREEMENT is to be governed by the laws of the State of Colorado.



Estimate

ADDRESS

Tom Kent
AVI Professional Corporation
2290 E Prospect Road
Suite 5
Fort Collins, CO 80525

ESTIMATE # 1514

DATE 10/13/2022

JOB NAME

Frederick Outfall System Plan 2

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Administrative Fee	1	250.00	250.00
	Locate Meet	1	150.00	150.00
	Town of Frederick Permit (assume no fee - town project)	1	0.00	0.00
	Utility Potholing: Test Hole 0.01'-4.99' Deep	9	205.00	1,845.00
	Utility Potholing: Test Hole 5.00' to 9.99' Deep	2	225.00	450.00
	Utility Potholing: Test Hole 10.00' to 14.99' Deep	1	245.00	245.00
	Asphalt/Concrete Coring: Per Test Hole	5	40.00	200.00
	Pavement Restoration	5	80.00	400.00
	Traffic Safety Control	2	1,650.00	3,300.00
	Water Fee	3	80.00	240.00
	Spoils Disposal	3	100.00	300.00
	Fuel Surcharge	3	50.00	150.00

Please sign below to indicate acceptance of this
Estimate and the General Terms and Conditions on the
second page.

TOTAL

\$7,530.00

Accepted By

Accepted Date



Colorado Blvd and Bella Rosa Drainage Crossing Design – Contract Award

Zackery Roberson – Stormwater Engineer

BUILT ON WHAT MATTERS





The Issue



Built on What Matters.



Strategic Plan Alignment

Strategic, Reliable & Sustainable Infrastructure – This request aligns with the Town’s strategy. The Engineered plans and specifications will be used to create drainage *infrastructure improvements* to benefit the Town’s drainage utility system. Protecting its citizens and Town owned infrastructure along Colorado Boulevard and Bella Rosa Parkway from the impacts of large storm events.



Colorado BLVD and Bella Rosa Drainage Crossing

- The projects are identified on the 2022 CIP plan with a total budget of \$200,000 for Design
- The projects are identified in the Outfall System Plan (Rank 1, 2 and 7)
- Engineering has completed a Request For Qualifications with six firms responding with a Submittal of Qualifications



RFQ Scoring

- The Six SOQs were scored using the following criteria

WEIGHTING FACTOR	QUALIFICATION	STANDARD
3	Scope of Proposal	Does the proposal show an understanding of the project objective, methodology to be used, and results that are desired from the project?
3	Assigned Personnel	Do the persons who will be working on the project have the necessary skills? Are sufficient people with the requisite skills assigned to the project?
1	Availability	Are other qualified personnel available to assist if required? Is the project team available to attend meetings as required by the Scope of Work?
2	Statement Quality	Is the statement of qualification complete? Are there any errors? Does the Firm reference specific Town Planning documents?



RFQ Scoring – Results

- The six SOQs were scored individually by all five staff Engineers and the results were combined to pick the top firm
- AVI Professional Corporation the scored the highest due to specialized staff, similar projects successfully completed by the firm and familiarity with the Town's master plans

Firm
Topographic
JR Engineering
AVI PC
Drexel
Landmark EPC LLC
Sanborn H & A

Area of Interest



- 5H X 9W RCBC and Raise Bella Rosa Parkway – Rank 7

- 36" Culvert to an existing HERCP – Rank 1

- Protect Existing Culverts and add 3H X 11W RCBC – Rank 2



Anticipated Schedule

Project Kickoff Meeting (NTP)	Oct 26th 2022
Topographic/Environmental Surveys & Mapping	Oct/Nov 2022
Utility Locates	Oct/Nov 2022
Preliminary Plan & Cost Estimate Submittal	February 20th, 2023
Final Plans, Special Provisions & Estimate	May 1st, 2023
Bid Plans, Special Provisions and Estimate	July 18th, 2023
Submit to Purchasing for Advertising	August 14th, 2023
Award & NTP to Contractor	September 25th , 2023
Construction	October 2023 – July 2024

Built on What Matters.



Action Items

- 1. Award the Contract to AVI Professional Corporation** - Proceed with the current bid proposal of \$165,915. Budget additional funds in the future for the construction phase of the project.
- 2. Deny the Award of Contract and Relocate Funds** - Do not proceed with using a consultant to design the drainage crossings. Instead, use the budgeted funds for the design and construction of other stormwater infrastructure.
- 3. Deny the Award of Contract and Reserve funds**- Do nothing. This project is not a priority for the Board and it is not a big enough public concern at this time.

Staff recommends option one (1) approving and awarding the contract to AVI Professional Corporation



TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Dan March, Mayor Pro Tem
Mark Lamach, Trustee
Adam Mahan, Trustee

Tracie Crites, Mayor

Chad teVelde, Trustee
Kevin Brown, Trustee
Windi Padia, Trustee

CONSIDERATION OF JOHNSON FARM/SPINDLE HILL ENERGY COMPREHENSIVE PLAN AMENDMENT AND REZONE (Project No. 2022-010)

Agenda Date: Town Board Meeting – October 25, 2022

Attachments:

- a. Comprehensive Plan Amendment Map
- b. Zoning Map
- c. Letter of Intent
- d. Planning Commission Minutes 10-6-22
- e. Signed PCR-2022-12A
- f. Signed PCR-2022-13A
- g. Rezoning Ordinance No. 1379
- h. Wheatly, LLC Letter
- i. Applicant's response to Wheatly, LLC Letter

Finance Review: _____
Finance Director

Submitted by: _____
Maureen Welsh
Planner II

Approved for Presentation: _____
Bryan Ostler
Town Manager

☒ Quasi-Judicial

☐ Legislative

☐ Administrative

Summary Statement:

This is a request to consider the proposed Comprehensive Plan Amendment and Rezoning of 142.9 acres.

Strategic Plan Alignment:

Community and Economic Vitality- Frederick is a community that fosters economic, recreational, cultural, and environmental vitality and enhances various economic opportunities.

Built on What Matters.

Detail of Issue/Request:

Applicant: Kirby Smith, Kirby Smith and Associates, Inc.

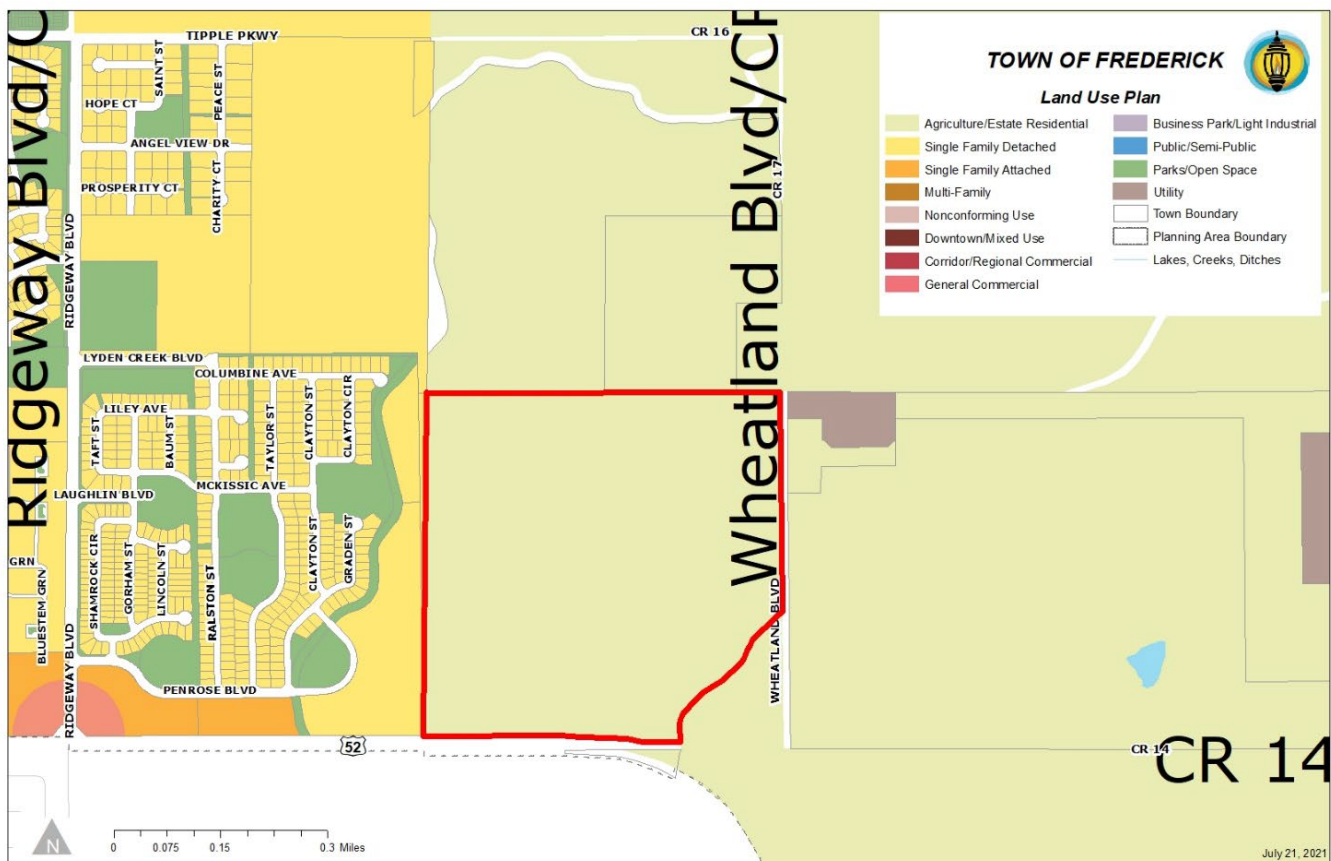
Owner: Johnson Farms LLP

Location and Zoning: This property is located east of the Savannah subdivision, north of Highway 52 and west of Wheatlands Boulevard/ County Road 17.

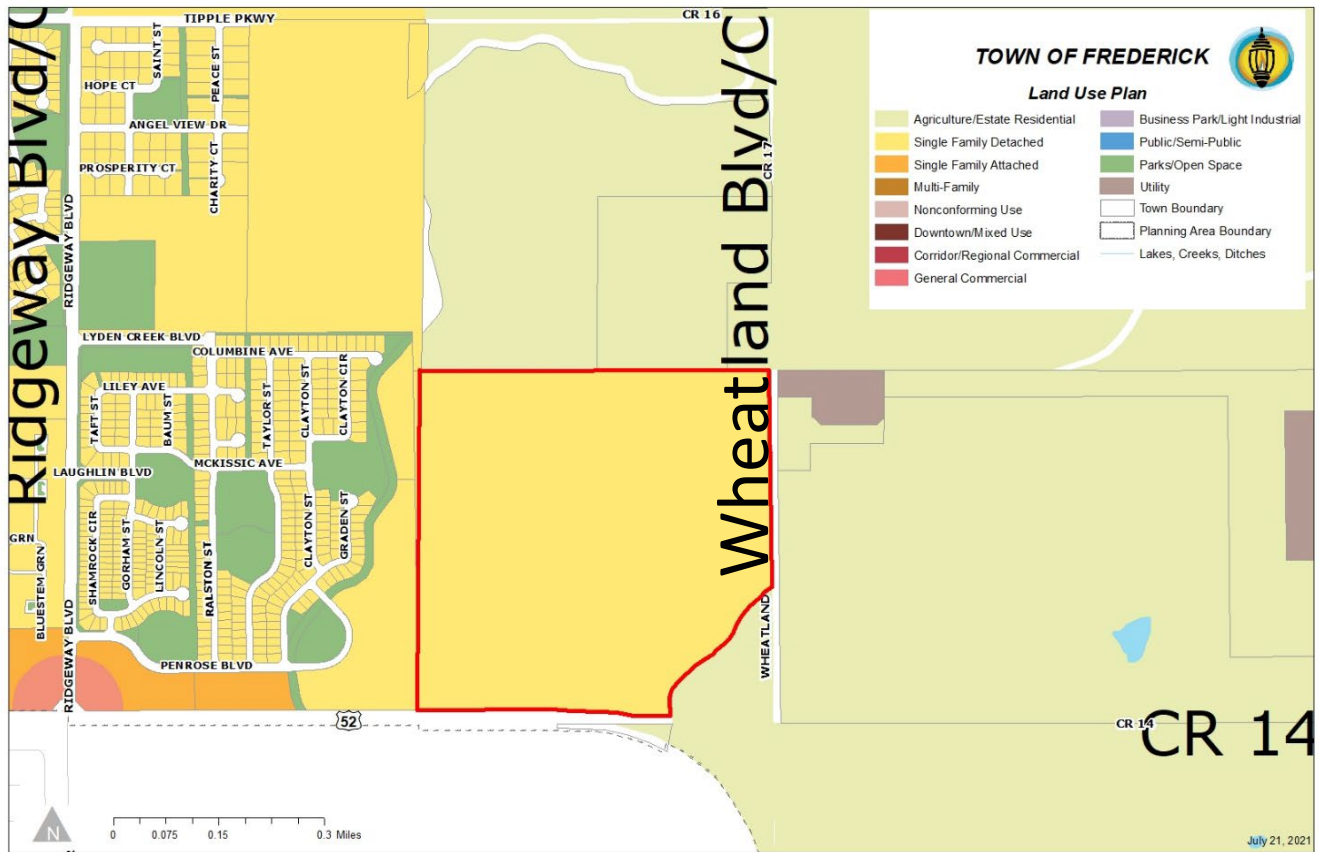
Surrounding Land Uses and Zoning:

North	Land use: Vacant (Brunemeier Annexation) Zoning: Residential Low Density (R-1) with PUD Overlay
South	Land use: Agricultural Zoning: Agriculture (A) in Weld County
West	Land use: Vacant/Open Space in Savannah Subdivision Zoning: Residential High Density (R-3) and Residential Low Density (R-1)
East	Land use: Agricultural Zoning: Agricultural (A)

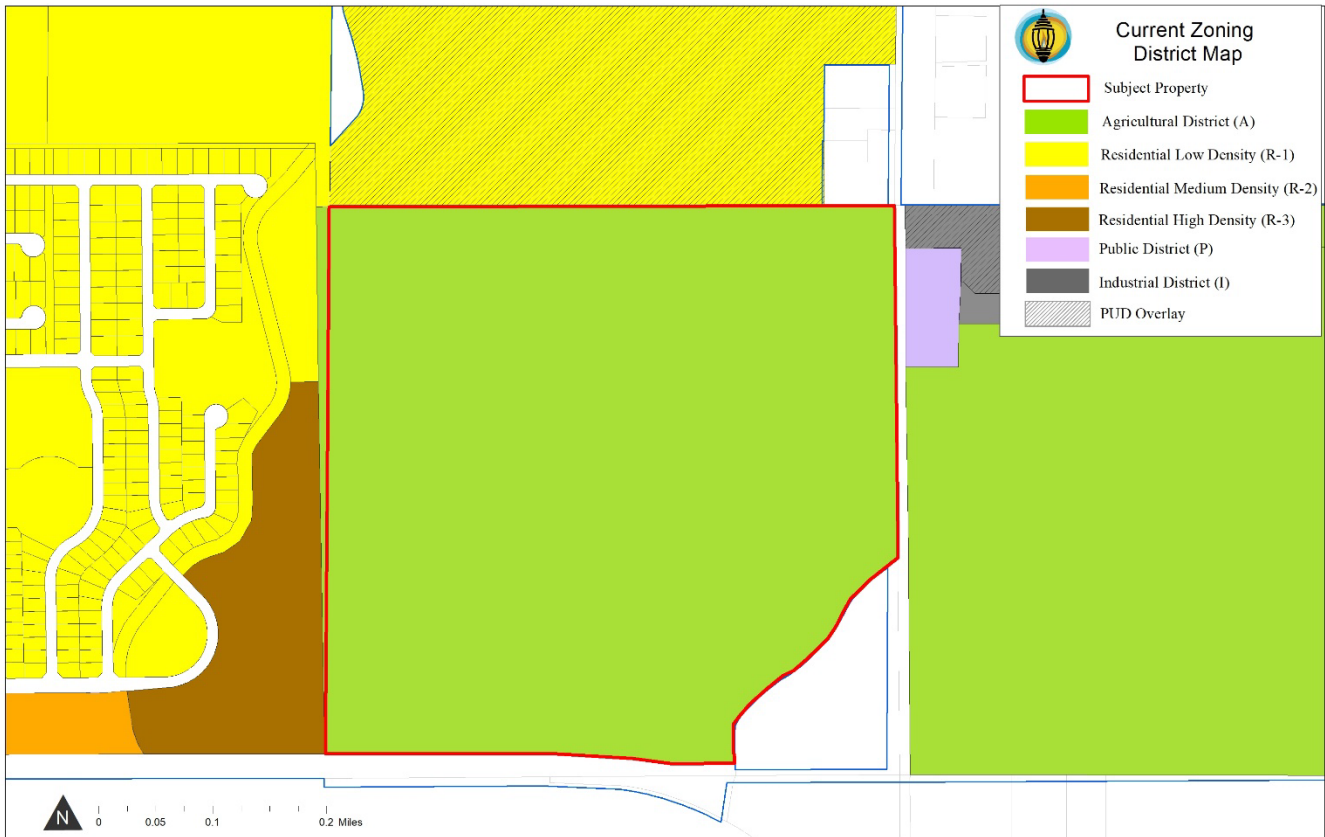
Current Comprehensive Plan Designation:



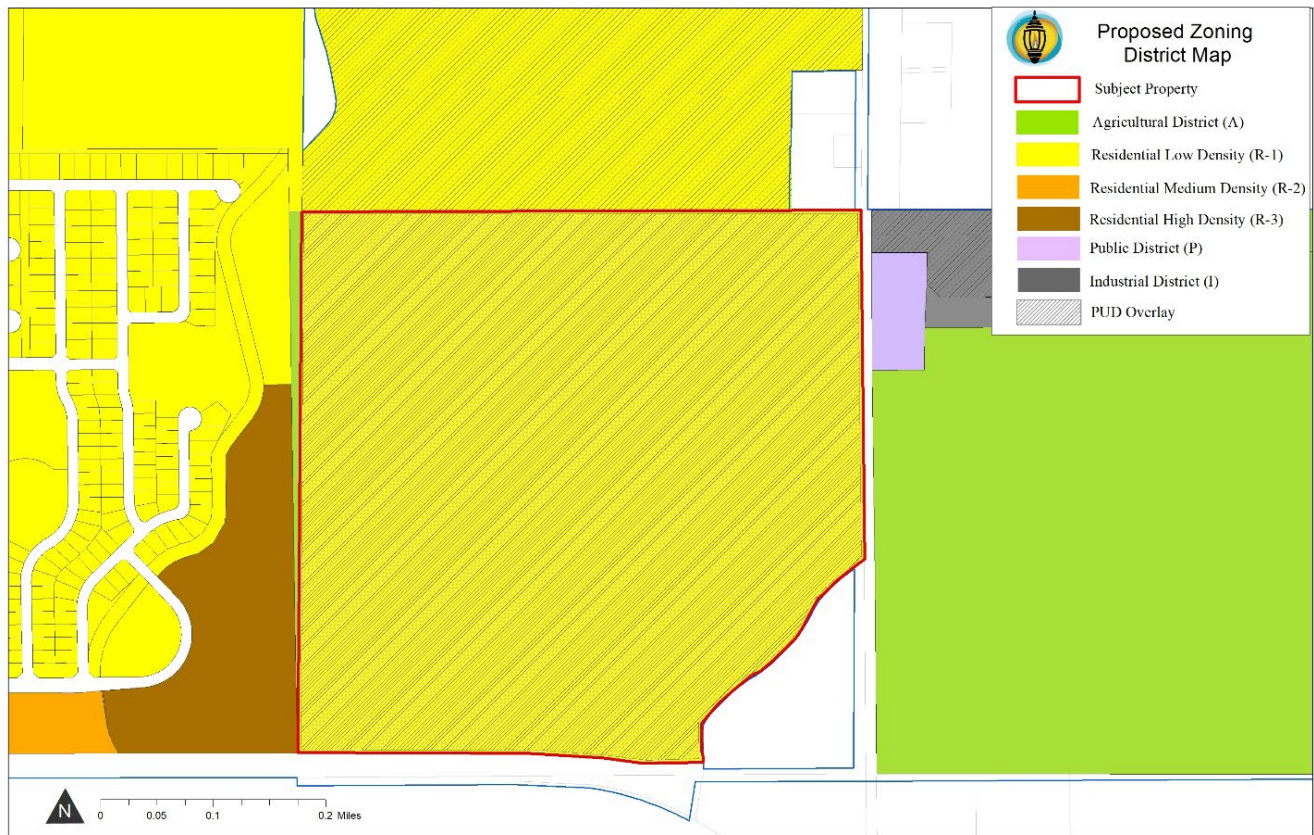
Proposed Comprehensive Plan Designation:



Vicinity Map with Existing Zoning:



Vicinity Map with Proposed Zoning:



Background Information:

The Johnson Farms/ Spindle Hill Energy Annexation and Zoning was approved by the Town in 2006. At that time the 142.9-acre parcel was zoned as Agricultural. The 1996 and 2016 Comprehensive Plans have designated this parcel's land use as Agriculture/Estate Residential. The intent of this land use designation is to accommodate both agricultural land uses and large-lot single-family development which contribute to the rural character of the Town.

The Agricultural zone district permits residential uses such as single family detached dwellings at a density of 0.5 acres per dwelling unit. The Agricultural zone district also permits agricultural land uses such as farming, greenhouses, and open-air farmers' markets.

Request:

In order to process a rezone request, we require that the zoning map matches the intent of the Comprehensive Plan map. Our Board of Trustees is considering both applications tonight in staff's effort to ensure that the Town's zoning map and Comprehensive Plan map are cohesive.

This request is to consider a Comprehensive Plan Amendment to change the land use designation of this property from Agriculture/Estate Residential to Single Family Detached. In tandem with the Comprehensive Plan Amendment request, the applicant is requesting a re-zoning of this property from Agricultural to Residential Low Density with a PUD Overlay. The single family detached land use

designation's intent is to provide stand-alone structures for individual families while providing a balance of local connectivity and conservation design to improve both motorized and non-motorized transportation. The Residential Low Density zone district permits single family detached dwellings at rate of 5 dwelling units per acre. With the PUD Overlay being requested as well, the applicant has the ability to request modifications to the Town's Land Use Code standards.

Comprehensive Plan Amendment Review Criteria:

The Comprehensive Plan may be amended pursuant to the following criteria:

- (1) The amendment improves the implementation of one or more goals, policies, and strategies of the Town of Frederick Comprehensive Plan.
- (2) The amendment will not pose a detrimental impact on existing or planned Town facilities, services or transportation facilities.
- (3) The amendment will not interfere with the existing or emerging land use patterns and densities/intensities of the surrounding neighborhoods as depicted on the Land Use Plan and contained within the Town of Frederick Comprehensive Plan.
- (4) The amendment will not interfere with, or prevent, the provision of any of the area's (neighborhood's) existing, planned, or previously committed services.

Staff Comment: Criterion 1) The intent of the Comprehensive Plan Amendment request is to accommodate a future residential subdivision within the Residential Low Density zone district. One of the Comprehensive Plan's current Goals is to encourage development within the Primary Growth Area to leverage existing community facilities and infrastructure. With the Town having experienced a significant amount of growth in recent years, many of the Comprehensive Plan's objectives have been realized. Almost all of the Town's Primary Growth Area has been accounted for. With this property directly abutting the Primary Growth Area, this region of Town could be considered the next primary area for growth and development. A second Goal that this request would implement is the support of our transportation system to accommodate the Town's growing population while ensuring safety and mobility for all modes of travel. This proposal would capitalize on the Objective of ensuring new neighborhoods are well-connected to older neighborhoods through both motorized and non-motorized transportation at time of developmental review. Criterion 2) Impacts to the Town's facilities, services or transportation facilities have yet to be identified. Any impact to these facilities and services will be considered and addressed when development is proposed. Criterion 3) With this parcel being located on the far east end of Town, it is not anticipated that this proposal will interfere with any existing or emerging land use patterns that Frederick is currently experiencing. Criterion 4) The proposed amendment is not anticipated to interfere with or prevent the provision of any existing, planned, or previously committed services.

Zoning Review Criteria:

For the purpose of establishing and maintaining sound, stable and desirable development within the Town, the official zoning map shall not be amended except:

- (1) To correct a manifest error in an ordinance establishing the zoning for a specific property;
- (2) To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally;
- (3) To bring the official zoning map into conformity with the policies and goals of the Comprehensive Plan; provided, that if a Comprehensive Plan update has not occurred in the five

- (5) years preceding the application date, the Board specifically finds that the public health, safety, and welfare will be advanced by amending the official zoning map to conform to the Comprehensive Plan;
- (4) To provide land for a community-related use that was not anticipated at the time of the adoption of the Comprehensive Plan, and which specifically advances public health, safety, or welfare by optimizing the delivery of necessary services or amenities that the Town Board determines are a high priority;
- (5) To encourage development or redevelopment of an area that has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment in accordance with an amended official zoning map.

Staff Comment: Criterion 2 is being met. By expanding the existing residential low density zone district boundary further east, it accommodates the type of residential growth that is continually attracted to Frederick's community.

Public Notice:

This project was properly noticed according to the requirements of Section 4.5 of the Frederick Land Use Code.

Legal Comments:

The application has been reviewed by the Town Land Use Attorney, Todd Messenger, whose comments have been incorporated accordingly.

Planning Commission:

A Planning Commission meeting was held on October 6, 2022. The applicant discussed the Miners Park Town Centre development proposal and its relation to this Comprehensive Plan Amendment and Rezone request in detail. The Planning Commissioners had questions regarding topics such as the originally held Neighborhood Meeting, access onto the property from Highway 52, connection to existing subdivision roadways, and xeriscaping. Upon answering their questions, the Commission took both items to a vote. They had approved the Comprehensive Plan Amendment request with a vote of 3 to 1 and approved the Rezone request with a vote of 3 to 1. The consistent 'no' vote was from Commissioner Stark. Commissioner Stark provided that his reason for voting 'no' on both items was to remain consistent as he had voted 'no' on the Miners Park Town Centre Rezone on July 7th, 2022.

Alternatives/Options:

The Board of Trustees may approve the request, deny the request, or approve the request with conditions.

Financial Considerations:

Not applicable

Recommended Motions:

Comprehensive Plan Amendment:

Motion to Approve:

I move that Johnson Farm/Spindle Hill Energy Comprehensive Plan Amendment, case no. 2022-010 be approved based on the review criteria found in the Town Land Use Code Section 4.7.10, with no conditions; and to direct the Town Attorney to memorialize this approval as a resolution for prompt execution by Mayor Crites without further action of the Board.

Motion to Approve with Conditions:

I move that Johnson Farm/Spindle Hill Energy Comprehensive Plan Amendment, case no. 2022-010 be approved based on the review criteria found in the Town Land Use Code Section 4.7.10, and based on the following conditions;

1. (list specific conditions)

2...

3...

and to direct the Town Attorney to memorialize this approval as a resolution for prompt execution by Mayor Crites without further action of the Board.

Motion to Deny:

I move that Johnson Farm/Spindle Hill Energy Comprehensive Plan Amendment, case no. 2022-010 be denied based on the following findings of fact (list specific facts); and to direct the Town Attorney to reduce this denial, along with the findings of fact, to writing for prompt execution by Mayor Crites without further action of the Board.

Rezone:

Motion to Approve:

I move to adopt **Ordinance No. 1379**, entitled, "Johnson Farm/Spindle Hill Energy Rezone," upon a finding that sufficient rezoning criteria set out in the Town of Frederick Land Use Code Section 4.7.2.d. have been satisfied.

Motion to Approve with Conditions:

I move to adopt **Ordinance No. 1379**, entitled, "Johnson Farm/Spindle Hill Energy Rezone," conditioned upon the following: _____, based upon a finding that, with the imposition of said conditions, sufficient rezoning criteria set out in the Town of Frederick Land Use Code Section 4.7.2.d. have been satisfied.

Motion to Deny:

I move to reject **Ordinance No. 1379**, entitled, "Johnson Farm/Spindle Hill Energy Rezone," upon a finding that none of the rezoning criteria set out in the Town of Frederick Land Use Code Section 4.7.2.d. have been satisfied.

JOHNSON FARMS / SPINDLE HILL ENERGY MINOR SUB PLAT - REZONE

LOCATED IN SECTION 32, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF
FREDERICK, COUNTY OF WELD, STATE OF COLORADO.

CIVIL ENGINEER

CIVILIAN ENGINEERING
P.O. BOX
HYCIENE, CO, 80533
(303)961-1367
CONTACT: GARRETT WALSTAD

OWNER/DEVELOPER

COLUMBINE HEIGHTS, LLC
17 SEACON HILL LANE
GREENWOOD VILLAGE, CO, 80111
(303)796-0800
CONTACT: MICHAELBENTON@SN.COM

LANDSCAPE ARCHITECT

KIRBY SMITH & ASSOCIATES, INC.
6201 S HUDSON COURT
CENTENNIAL, CO, 80121
CONTACT: KSAKIRBY@AOL.COM

LAND PLANNER

KIRBY SMITH & ASSOCIATES, INC.
6201 S HUDSON COURT
CENTENNIAL, CO, 80121
CONTACT: KSAKIRBY@AOL.COM

LAND SURVEYOR (ORIGINAL FINAL PLAT)

POWER SURVEYING COMPANY, INC.
8911 BROADWAY
DENVER, CO, 80221
(303)452-4433
CONTACT: RICHARD B. GABRIEL

LAND SURVEYOR (REZONE MAP)

R.W. BAYER & ASSOCIATES
12170 TEJON ST. UNIT 700
WESTMINSTER, CO, 80234
(303)452-4433
CONTACT: GREG BAYER

LAND SURVEYOR (TOPOGRAPHIC SURVEY AND FUTURE PLATTING)

R.W. BAYER & ASSOCIATES
12170 TEJON ST. UNIT 700
WESTMINSTER, CO, 80234
(303)452-4433
CONTACT: GREG BAYER

NOTES

1. ALL LINEAR DISTANCES ARE U.S. SURVEY FEET.
2. BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTS SHOWN HEREON IS ASSUMED TO BEAR N80°32'00"E.
3. THIS PROPERTY IS LOCATED IN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FIRM MAP NUMBERS 08123C208E, WITH AN EFFECTIVE DATE OF 01/20/2016. A FLOOD 'A' DESIGNATION IS LOCATED SOUTH OF HIGHWAY 52 WHICH IS OUTSIDE OF THE SHOWN PROJECT BOUNDARY.
4. THIS PROPERTY IS CURRENTLY ZONED A AGRICULTURAL DISTRICT.
5. THIS MAP IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT, DOES NOT REPRESENT A MONUMENTED LAND SURVEY, AND IS NOT INTENDED FOR THE PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND.

CERTIFICATE OF OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS THAT

JOHNSON FARMS LLP, A COLORADO LIMITED LIABILITY PARTNERSHIP

BEING THE OWNER(S), MORTGAGEE OR LIEN HOLDER OF CERTAIN LANDS IN FREDERICK, COLORADO, HAVE CAUSED AN AMENDMENT TO THE OFFICIAL ZONING MAP OF THE TOWN OF FREDERICK TO BE PREPARED FOR SAID LAND TO SHOW HOW THE LOT, PARCEL OR TRACT WILL BE DEVELOPED, THE LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

OUTLOT 1, JOHNSON FARMS/SPINDLE HILL ENERGY MINOR SUBDIVISION, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

THIS DESCRIBED TRACT CONTAINS 142.914 ACRES MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD, DO HEREBY AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF FREDERICK, WELD COUNTY, COLORADO AS DEPICTED HEREON, SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK.

EXECUTED THIS _____ DAY OF _____, 20____

JOHNSON FARMS, LLP,
A COLORADO LIMITED LIABILITY PARTNERSHIP, LLP
BY: _____
AS _____

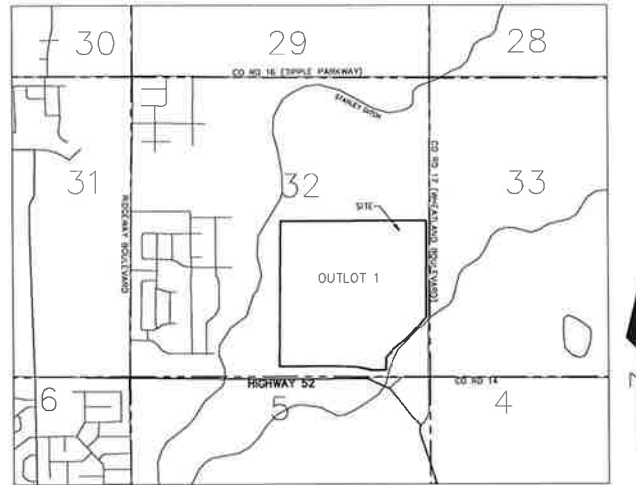
ACKNOWLEDGE:

STATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME BY
OF _____ THIS _____ DAY OF _____, 20____

WITNESS MY HAND AND SEAL:

NOTARY PUBLIC
MY COMMISSION EXPIRES _____



VICINITY MAP
SCALE 1"=1000'

SHEET INDEX	
SHEET 1	COVER SHEET
SHEET 2	REZONE MAP

PREPARED BY:

R.W. BAYER & ASSOCIATES, INC.
12170 TEJON STREET, UNIT 700
WESTMINSTER, COLORADO 80234
(303)452-4433
RWBSURVEYING@HOTMAIL.COM
CAD FILE: 2003/200310.DWG
PAGE 1 OF 2
DATE PREPARED: JUNE 01, 2020

SURVEY CERTIFICATE:

1. RAYMOND W. BAYER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ZONING AMENDMENT MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND.
1. I FURTHER CERTIFY THAT THIS MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION ON THIS _____ DAY OF _____, 2022.



Digitally signed by
Raymond Bayer
Date: 2022.09.10
15:30:55 -06'00'

PLANNING COMMISSION CERTIFICATE:

APPROVED BY THE FREDERICK PLANNING COMMISSION WITH PLANNING COMMISSION
RESOLUTION 20____ THIS _____ DAY OF _____, 20____

CHAIRMAN _____

PLANNING COMMISSION SECRETARY _____

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES:

THIS AMENDMENT TO THE OFFICIAL ZONING MAP AMENDS ORDINANCE NO. _____ AND IS TO BE KNOWN AS THE JOHNSON FARMS / SPINDLE HILL ENERGY MINOR SUB PLAT - REZONE AND IS APPROVED AND ACCEPTED BY ORDINANCE NO. _____ PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF FREDERICK, COLORADO, HELD ON _____, 20____. ALL CONDITIONS, TERMS AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER, ITS HEIRS, SUCCESSORS, AND ASSIGNS.

MAYOR _____

ATTEST: _____

TOWN CLERK _____

R.W. BAYER & ASSOCIATES, INC.

12170 TEJON ST., NO. 700
WESTMINSTER, COLORADO 80234
(303) 452-4433 RWBSURVEYING@HOTMAIL.COM

CAD FILE: 22029/22029.DWG REVISIONS:
5/30/22: REVISED ZONING LABELS AND DATE FOR SURVEY CERTIFICATE
9/10/22: REVISED TITLE

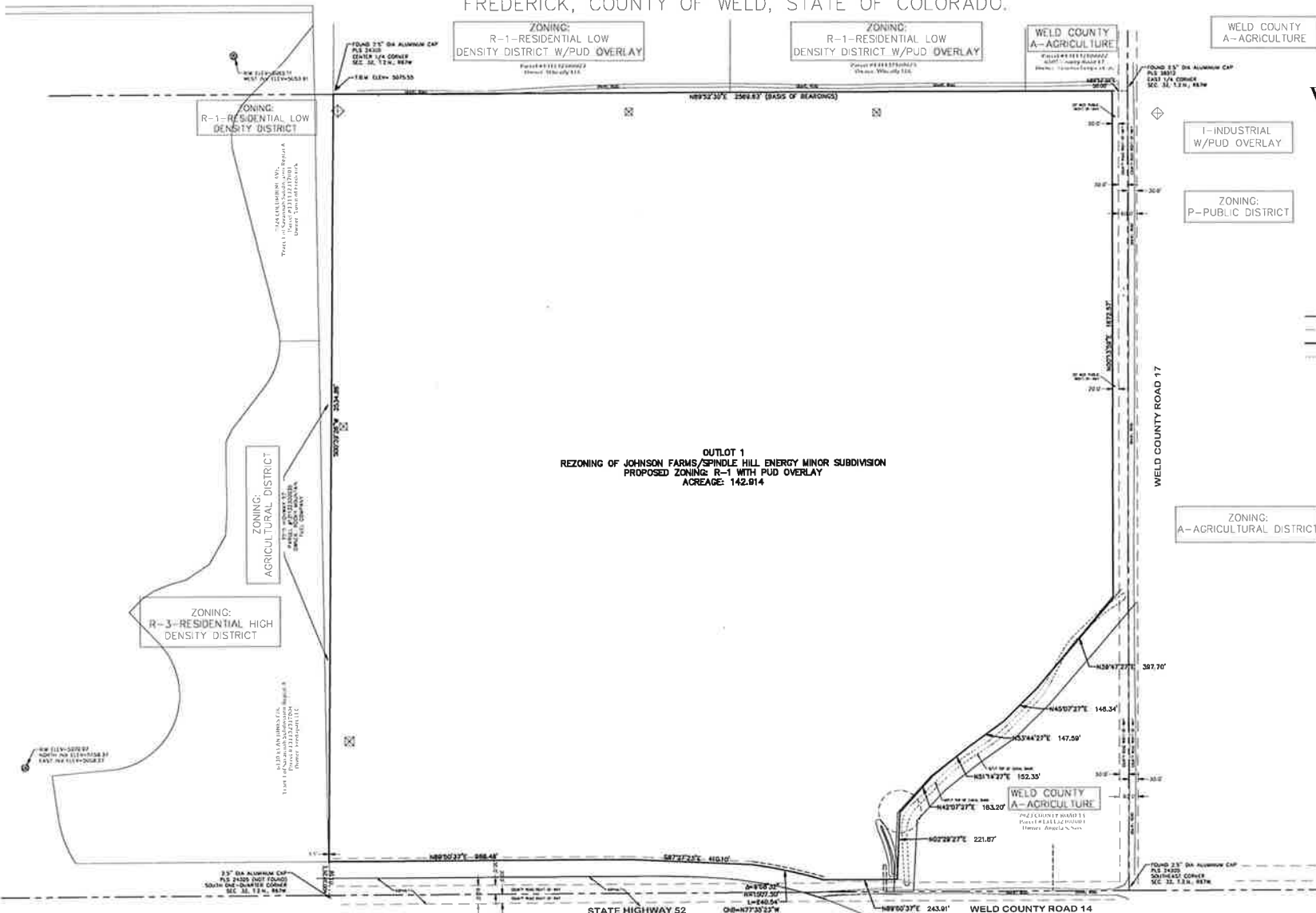
REZONE MAP

OUTLOT 1 OF JOHNSON FARMS/SPINDLE HILL ENERGY SUBDIVISION, BEING A PART OF THE SOUTEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

SCALE:	DATE:	DWG BY:	CHK BY:	PROJ. NO.
	APRIL 7, 2022	E.A.P.	R.W.B.	2022-029
BOOK: ---	PAGE: ---	FILE NO:	SHEET:	
		32-2N.67-12L	1 OF 2	

JOHNSON FARMS / SPINDLE HILL ENERGY MINOR SUB PLAT - REZONE

LOCATED IN SECTION 32, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO.



R.W. BAYER & ASSOCIATES, INC.
 12170 TEJON ST., NO 700
 WESTMINSTER, COLORADO 80234
 (303) 452-4433 RWBSURVEYING@GMAIL.COM

CAD FILE: 220219/220219.DWG REVISIONS:
 5/30/22: REVISED ZONING LABELS AND DATE FOR SURVEY CERTIFICATE
 9/10/22: REVISED TITLE

REZONE MAP
 OUTLOT 1 OF JOHNSON FARMS/SPINDLE HILL ENERGY MINOR SUBDIVISION, BEING A PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

SCALE: 1"=150'	DATE: APRIL 7, 2022	DWG BY: E.A.P.	CHK BY: R.W.B.	PLSS NO: 2022-029
BOOK: ---	PAGE: ---	FILE NO: 32-2N.67-12L	SHEET: 2	OF 2



Kirby Smith & Associates, Inc.

April 26, 2022

Revised September 2, 2022

Town of Frederick Planning Department
401 Locust Street/P.O. Box 435
Frederick, CO 80530

RE: Columbine Heights Property – 142.914 Ac. – Comprehensive Plan Amendment & Rezone (to R-1 w/PUD Overlay)
Application

Dear Planning Department:

Our company, Kirby Smith & Associates, Inc., on behalf of the property developers, Columbine Heights, LLC, are proposing a new single family detached residential community within the Town of Frederick. The project is located north of State Highway 52, and west of WCR 17 (parcel number 1311-32-4-17-004). The project includes **142.914 acres** and is currently **zoned Agricultural (A)** in the Town of Frederick, and proposes to **amend the Town's Comprehensive Plan from Agriculture/Estate Residential to Single Family Detached land use designation, and Rezone to Residential Low Density (R-1 with PUD overlay).**

The intent is to then develop this property as a high quality residential community, containing all Single Family Detached lots at a density of about 2.75 DU/Ac; a 12 acre Elementary School site (which the St. Vrain Valley School District has indicated that they are very interested in and will accept); and over 33% of the property as park and open space areas.

The property's future residential lots and school site are proposed to be accessed via a new north/south collector street connecting at the south with Hwy 52 (at a location which was recently determined by the Town engineering staff and CDOT), and continuing north into the neighboring Wheatfield proposed Single Family Residential community, in the general alignment shown on the Town's Transportation Master Plan (approved in February 2022). This collector street is expected to intersect with another east/west collector street within the proposed Wheatfield community (also shown on the Town's Transportation Master Plan) which is planned to connect to Ridgeway Blvd. along the Lyden Creek Blvd. alignment. Other access will be provided from WCR 17 to the east.

The property is located adjacent to Hwy. 52 and Weld County agricultural land to the south; an existing Weld County A-1 zoned residence near the southeast corner; Town of Frederick annexed agricultural land to the east; the Savannah Subdivision (single family detached residential zoned R-1) and more specifically directly adjacent to the 18.9 acre multi-family Tract (zoned R-3), and 4.4 acre open space tract owned by the Town of Frederick to the west (both also within the Savannah Subdivision); and the aforementioned Wheatfield future residential property (zoned R-1 with PUD Overlay) to the north.

The site is made up of gently sloping terrain, generally oriented toward the southeast and to the northwest, with a ridge running through the property from generally the northeast corner to the southwest corner. The site gently rises away from Hwy 52, WCR 17, and the Town open space areas to the west toward the higher ground across the middle and northern portions of the property. The Stanley Ditch Lateral forms the property far southeast property boundary; there are existing overhead power transmission lines in easements located along the north and west property lines; an existing pipeline easement along the eastern property line; there is one active oil and gas multi-well site near the southeast corner of the property; and two previously capped and abandoned well sites in the eastern half of the property. Much of the overall property offer future homes views toward the mountains of the Colorado Front Range to the west. The entire property (other than the active well site area) is currently used for agricultural production. No perennial waters, other than the adjacent irrigation ditch have been observed on the property.



Kirby Smith & Associates, Inc.

The Columbine Heights property is designated Agriculture/Estate Residential in the Town's Comprehensive Plan, which we believe to be an oversight due to the current zoning, and existing and future land use of the surrounding properties. The adjacent properties which abut the subject property to the north and west are zoned R-1 and R-3 in Frederick (the Savannah neighborhood to the west is zoned R-1 and R-3, and the Wheatfield property to the north, zoned R-1 with PUD Overlay). Both are zoned for Single Family Detached and possibly some Single Family Attached uses. Therefore this property should be designated for similar land uses and designated as Single Family Detached. Therefore a Comprehensive Plan Amendment is being proposed with this rezoning.

Dependent upon required approval processing, development could commence in early 2023, with lot sales commencing at a shortly thereafter.

Owners: Johnson Farms LLP
c/o Susan Troutt
16 Sunset Cir
Longmont, CO 805014708

Developers: Columbine Heights, LLC
c/o Michael Blumenthal
17 Beacon Hill Lane
Greenwood Village, CO 80211

Applicant/Representative: Kirby Smith & Associates, Inc.,
Mr. Kirby Smith -303-694-9484
6201 So. Hudson Ct.
Centennial, CO 80121

Sincerely,

Kirby J. Smith
President



401 Locust Street • P.O. Box 435 • Frederick, CO 80530-0435

Phone: (720) 382-5500 • Fax: (720) 382-5520

www.frederickco.gov

MINUTES
TOWN OF FREDERICK
PLANNING COMMISSION
MEETING CONDUCTED IN PERSON AND VIA ZOOM
OCTOBER 06, 2022
6:00 PM

CALL TO ORDER: At 6:09 p.m., Chairperson Moe called the meeting to order and requested roll call.

ROLL CALL:

- Present: Chairperson Moe, Commissioner Mahoney, Commissioner Scott, and Commissioner Stark.
- Not present: Commissioner Conroy
- Staff: Planning Manager Ali van Deutekom, Planner Maureen Welsh, Land Use Attorney Christine Francescani, and Deputy Town Clerk Taylor Kittilson.

APPROVAL OF AGENDA:

There were no changes to the agenda as presented.

APPROVAL OF SEPTEMBER 15, 2022 MINUTES:

Motion by Commissioner Stark and seconded by Commissioner Scott to approve the September 15, 2022 Minutes.

Upon roll call vote, motion passed unanimously, with Commissioner Mahoney abstaining from voting.

JOHNSON FARM/SPINDLE HILL ENERGY COMPREHENSIVE PLAN AMENDMENT, CASE NO.2022-010 & JOHNSON FARM/SPINDLE HILL ENERGY REZONE:

Planner Maureen Welsh presented the proposed comprehensive plan amendment.

Applicant Kirby Smith (6201 S Hudson Court, Littleton CO, 80121) addressed the commission with a short presentation.

Applicant Tyler Bray (1401 Lawrence Street, Suite 1100, Denver CO, 80202) addressed the commission with a short presentation.

At 6:49 Chairperson Moe opened the public hearing.

At 6:50, Chairperson Moe closed the public hearing.

Motion by Commissioner Scott and seconded by Commissioner Mahoney to approve the Johnson Farm/Spindle Hill Energy Comprehensive Plan Amendment, case no. 2022-010 based on the review criteria found in the Town Land Use Code Section 4.7.10, with no conditions; and to direct the Town Attorney to memorialize this approval as a resolution for prompt execution by Chairperson Moe without further action of the Commission.

Built on What Matters.

Upon roll call vote, motion passed 3 – 1, with Commissioner Stark voting against the approval.

Motion by Commissioner Scott and seconded by Commissioner Mahoney to approve PCR-2022-12 A, the Johnson Farm/Spindle Hill Energy Rezone.

Upon roll call vote, motion passed 3 – 1, with Commissioner Stark voting against the approval.

OTHER BUSINESS:

Discussion about applying for vacancies on the commission.

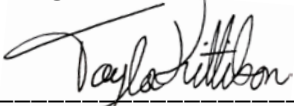
Commissioner Stark clarified that he voted against the proposed comprehensive plan amendment and the rezone in order to be consistent.

There being no further business of the Planning Commission, Chairperson Moe adjourned the meeting at 6:59 p.m.

Approved by the Planning Commission:

Tracy Moe, Chairperson

ATTEST:



Taylor Kittilson, Deputy Town Clerk

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Recommending Approval of the Johnson Farm Spindle Hill Energy Rezone

Section 1. The Frederick Planning Commission finds that:

- 1.1 An application for the Johnson Farm Spindle Hill Energy Rezone has been submitted.
- 1.2 Said application was found to be complete through the review process.
- 1.3 Said application was considered during a public meeting held October 6, 2022.
- 1.4 Proper notice was given according to Section 4.5 of the Frederick Land Use Code.
- 1.5 Said application conforms with the applicable requirements of Section 4.2 of the Frederick Land Use Code.

Section 2.

- 2.1 A public hearing was held and the public was able to provide testimony.
- 2.2 The Planning Commission recommendation is based on competent, substantial evidence in the written record and the testimony provided at the public hearing.

Section 3. On the basis of the above, the Town of Frederick Planning Commission recommends approval of the application.

mae

Tracy Moe, Chairperson, Planning Commission

1 **PCR-2022-13A**

2 **A Resolution of the Planning Commission**

3 **Recommending Approval of the Johnson Farm Spindle Hill Energy Comprehensive Plan**
4 **Amendment**

5
6 Be it resolved by the Planning Commission of the Town of Frederick, Colorado:

7
8 Section 1. The Frederick Planning Commission finds that:

9 1.1 An application for the Johnson Farm Spindle Hill Energy Comprehensive Plan
10 Amendment has been submitted.

11 1.2 Said application was found to be complete through the review process.

12 1.3 Said application was considered during a public meeting held October 6, 2022.

13 1.4 Proper notice was given according to Section 4.5 of the Frederick Land Use Code.

14 1.5 Said application conforms with the applicable requirements of Section 4.2 of the
15 Frederick Land Use Code.

16 Section 2.

17 2.1 A public hearing was held and the public was able to provide testimony.

18
19 2.2 The Planning Commission recommendation is based on competent, substantial
20 evidence in the written record and the testimony provided at the public hearing.

21
22 Section 3. On the basis of the above, the Town of Frederick Planning Commission
23 recommends approval of the application.

24
25 This resolution approved this 6th day of October, 2022 by a vote of 3 to 1.

26 

27
28 _____
29 Tracy Moe, Chairperson, Planning Commission
30
31

**TOWN OF FREDERICK, COLORADO
ORDINANCE NO. 1379**

**AN ORDINANCE OF THE TOWN OF FREDERICK, COLORADO,
REGARDING OUTLOT 1 OF JOHNSON FARMS/ SPINDLE HILL
ENERGY MINOR SUBDIVISION PLAT, REZONING THE PROPERTY
FROM AGRICULTURAL TO RESIDENTIAL LOW DENSITY (R-1)
WITH A PUD OVERLAY, AND ADOPTING CERTAIN FINDINGS OF
FACT AND CONCLUSIONS FAVORABLE TO THE REZONING.**

WHEREAS, the Board of Trustees of the Town of Frederick, Colorado, held a public hearing on October 25, 2022, pursuant to published notice, on the petition of Kirby Smith, Kirby Smith and Associates, Inc., on behalf of the owner, Johnson Farms LLP, a Colorado limited liability partnership, for the rezoning of the following real property (“Subject Property”); to wit:

OUTLOT 1 OF JOHNSON FARMS/ SPINDLE HILL ENERGY MINOR
SUBDIVISION PLAT

WHEREAS, the Planning Commission of the Town of Frederick considered the application at a public hearing on October 6, 2021, and made a favorable recommendation to the Board of Trustees by way of Planning Commission Resolution PCR-2022-12A; and

WHEREAS, as provided herein, the Board of Trustees finds that the application satisfies the pertinent criteria of the Town of Frederick Land Use Code and is hereby APPROVED.

**BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF
FREDERICK, COLORADO, AS FOLLOWS:**

Section 1. Findings of Fact.

- a. The proposed zoning of the Subject Property is consistent with the Comprehensive Plan, duly adopted by the Planning Commission of the Town of Frederick.
- b. The requested amendment of the official zoning map is appropriate because of changed or changing conditions in the area of the Subject Property and in the Town generally.

Section 2. Conclusions Regarding Requested Rezoning.

- a. The Official Zoning Map shall be amended such that the Subject Property is rezoned to Residential Low Density (R-1) with a PUD Overlay.

Section 3. Effective Date. This Ordinance shall become effective 30 days after publication as provided in C.R.S. § 31-16-105.

Section 4. Repealer. All ordinances, resolutions, or parts thereof, in conflict with this Ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance or resolution nor revive any ordinance or resolution thereby.

Section 5. Certification. The Town Clerk shall certify to the passage of this Ordinance and make not less than one copy of the adopted Ordinance available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 25th DAY OF OCTOBER, 2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor

Columnar Investments
Texas and Colorado
512.638.6682
jlandwehr@traylor.com
columnarinvestments.com



City of Frederick
c/o Maureen Welsh
401 Locust St.
Frederick, CO 80530

RE: Columbine Heights Comprehensive Plan Amendment and Rezoning Hearing

Ms. Welch,

I received notice of the Columbine Heights Project and their request for comprehensive plan amendment and rezoning. I represent Wheatly, LLC. owner of Wheatlands Master Planned Community, located immediately to the North of this proposed project. We have been engaged with the City regarding the planning and development of Wheatlands for some time, having submitted a preliminary development plan earlier this year. We have considerable concerns regarding the lack of information provided by this group and their unwillingness to coordinate with their neighbors.

At this time, our initial concerns are regarding transportation, drainage, utility connection and capacity.

One of our major concerns regards the Columbine Heights transportation plan. We have been provided very little information regarding their proposed transportation plan and alignment, but it appears to us that they are not adhering to the recently revised Transportation Master plan. At the request of the City Staff, we have revised our transportation plan to strictly adhere to the current transportation master plan. We feel that the City's Planning and Engineering staff has set the bar when applying their long-range plans, and Columbine Heights needs to maintain this standard. Our worry is that their proposed alignment will impede traffic circulations in Wheatlands and surrounding areas. Until sufficient information is provided to understand their proposed traffic master plan revisions and a comprehensive traffic analysis has been conducted a rezoning should not be allowed.

Another major issue is their stormwater drainage and erosion plans. We understand that this project is proposing to use our site for outfall of storm water drainage. If this is their plan, they have not approached us with adequate information to evaluate this nor have they proposed an acquisition of easements and cost sharing of their improvements. We need significantly more information to understand how they are going to adhere to City, State and Federal rules regarding their drainage.

Other issues include their ability to connect and obtain capacity for water and wastewater service. Their proposed residential zoning will have a significant impact on water and wastewater capacity in the region. If they are planning on utilizing existing and future infrastructure in the area, they have not approached us with adequate information to evaluate this nor have they proposed an acquisition of easements and cost sharing of their improvements.

Regards,

A handwritten signature in blue ink, appearing to read "John C Landwehr".

John C Landwehr
Wheatly, LLC.

Columnar Investments
Texas and Colorado
512.638.6682
jlandwehr@traylor.com
columnarinvestments.com

Johnson Farms/Columbine Heights (JF/CH)
Responses To The Letter Below
(Received By Town Staff On 10/06/22)
Prepared 10/13/22



City of Frederick
c/o Maureen Welsh
401 Locust St.
Frederick, CO 80530

RE: Columbine Heights Comprehensive Plan Amendment and Rezoning Hearing

Ms. Welch,

I received notice of the Columbine Heights Project and their request for comprehensive plan amendment and rezoning. I represent Wheatly, LLC. owner of Wheatlands Master Planned Community, located immediately to the North of this proposed project. We have been engaged with the City regarding the planning and development of Wheatlands for some time, having submitted a preliminary development plan earlier this year. We have considerable concerns regarding the lack of information provided by this group and their unwillingness to coordinate with their neighbors. < Please see the attached summary of Johnson Farms/Columbine Heights e-mail correspondence with the Wheatlands' planning and engineering design team (beginning in Feb. 2022 thru Sept. 29, 2022).

At this time, our initial concerns are regarding transportation, drainage, utility connection and capacity.

✓ In the attached e-mail summary there are several highlighted references where JF/CH plans & engineering CAD files have been provided.

One of our major concerns regards the Columbine Heights transportation plan. We have been provided very little information regarding their proposed transportation plan and alignment, but it appears to us that they are not adhering to the recently revised Transportation Master plan. At the request of the City Staff, we have revised our transportation plan to strictly adhere to the current transportation master plan. We feel that the City's Planning and Engineering staff has set the bar when applying their long-range plans, and Columbine Heights needs to maintain this standard. Our worry is that their proposed alignment will impede traffic circulations in Wheatlands and surrounding areas. Until sufficient information is provided to understand their proposed traffic master plan revisions and a comprehensive traffic analysis has been conducted a rezoning should not be allowed.

^ The attached e-mail summary also contains JF/CH correspondence with Town engineering staff, regarding street alignments.

^ Please note that a Traffic Analysis is not required at the Rezone stage. But will be provided with PDP/Prelim. Plat application.

Another major issue is their stormwater drainage and erosion plans. We understand that this project is proposing to use our site for outfall of storm water drainage. If this is their plan, they have not approached us with adequate information to evaluate this nor have they proposed an acquisition of easements and cost sharing of their improvements. We need significantly more information to understand how they are going to adhere to City, State and Federal rules regarding their drainage. ^ The JF/CH property drainage is primarily oriented to the west and south, NOT north toward the Wheatlands property.

Other issues include their ability to connect and obtain capacity for water and wastewater service. Their proposed residential zoning will have a significant impact on water and wastewater capacity in the region. If they are planning on utilizing existing and future infrastructure in the area, they have not approached us with adequate information to evaluate this nor have they proposed an acquisition of easements and cost sharing of their improvements.

Regards,

A handwritten signature in blue ink, appearing to read "John C Landwehr".

John C Landwehr

Wheatly, LLC.

^ Coordination of water and wastewater infrastructure are items to be addressed at the Prelim. Development Plan/Prelim. Plat stage. However as indicated in the attached e-mail correspondence summary, JF/CH has reached out to and shared information with the Wheatlands development team on multiple occasions, but have yet to be able to schedule a meeting with them. Mr. Landwehr will be added to all such future correspondence.

**Columbine Heights E-Mail Correspondence With Wheatlands Property Development Team
February 11, 2022 Thru September 29, 2022**

-----Original Message-----

From: Kirby Smith <ksakirby@aol.com>

To: kristin@tbgroupp.us <kristin@tbgroupp.us>; jclaeys@highland-ds.com <jclaeys@highland-ds.com>;
garrett@civilianengineering.com <garrett@civilianengineering.com>

Sent: Thu, Sep 29, 2022 11:34 am

Subject: Re: Columbine Heights / Wheatfield Concept Plans

Hi Kristin,

Thanks for your reply. We understand your need to review your proposed new plans with the Town before releasing them for our viewing. However, can you advise if you were able to align with our proposed north/south collector?

Please let us know.

Thank you, Kirby

Kirby Smith, PLA, ASLA

Kirby Smith & Associates, Inc.

Land Planning ♦ Site Design ♦ Landscape Architecture

6201 So. Hudson Court, Centennial, CO 80121

Mobile: 303-638-1847 Phone: 303-694-9484 Fax: 303-694-9272

e-mail: ksakirby@aol.com

-----Original Message-----

From: kristin@tbgroupp.us <kristin@tbgroupp.us>

To: Kirby Smith <ksakirby@aol.com>; jclaeys@highland-ds.com <jclaeys@highland-ds.com>; garrett@civilianengineering.com
<garrett@civilianengineering.com>

Sent: Thu, Sep 29, 2022 9:48 am

Subject: RE: Columbine Heights / Wheatfield Concept Plans

Hi Kirby –

I think I mentioned we were working through the collector roads internally in my last update. We have wrapped up connecting on that but will need to coordinate with the Town next. I'd recommend checking back in about 2 weeks since it can sometimes be difficult to schedule meetings with staff. If we are ready to share alignments before then, I'll be sure to let you know.

Best,
Kristin

Kristin Turner

Partner

TB | Group

landscape architecture | planning

444 Mountain Avenue

Berthoud, Colorado 80513

970.532.5891 x105

Kristin@TBGroup.us

www.TBGroup.us

From: Kirby Smith <ksakirby@aol.com>
Sent: Thursday, September 29, 2022 9:13 AM
To: kristin@tbgroun.us; jclaeys@highland-ds.com; garrett@civilianengineering.com
Subject: Re: Columbine Heights / Wheatfield Concept Plans

Hi Kristen & Jason,

Just wanted to touch base regarding my message from earlier this week (below).

We'd appreciate an update as to the status of these inquiries.

Thank you, Kirby

Kirby Smith, PLA, ASLA

Kirby Smith & Associates, Inc.

Land Planning ♦ Site Design ♦ Landscape Architecture

6201 So. Hudson Court, Centennial, CO 80121

Mobile: 303-638-1847 Phone: 303-694-9484 Fax: 303-694-9272

e-mail: ksakirby@aol.com

-----Original Message-----

From: Kirby Smith <ksakirby@aol.com>

To: kristin@tbgroun.us <kristin@tbgroun.us>; jclaeys@highland-ds.com <jclaeys@highland-ds.com>; garrett@civilianengineering.com <garrett@civilianengineering.com>

Sent: Mon, Sep 26, 2022 11:05 am

Subject: Re: Columbine Heights / Wheatfield Concept Plans

Hi Kristin & Jason,

Kristin, I just left you a voicemail message about the following. We'd like to get a new plan for the above property with your revised street layout to send to our traffic engineer (so they can complete trip assignments for their report). Please let us know when you expect to be able to have this available?

Jason, please advise if you'd still be able to schedule a call with Garrett Walstad and I to review some of the grading, drainage and utility interaction between these two properties? If so let us know some times that would work for you.

Thank you, Kirby

Kirby Smith, PLA, ASLA

Kirby Smith & Associates, Inc.

Land Planning ♦ Site Design ♦ Landscape Architecture

6201 So. Hudson Court, Centennial, CO 80121

Mobile: 303-638-1847 Phone: 303-694-9484 Fax: 303-694-9272

e-mail: ksakirby@aol.com

-----Original Message-----

From: Kirby Smith <ksakirby@aol.com>

To: kristin@tbgroun.us <kristin@tbgroun.us>; jclaeys@highland-ds.com <jclaeys@highland-ds.com>; garrett@civilianengineering.com <garrett@civilianengineering.com>

Sent: Wed, Sep 21, 2022 10:49 am

Subject: Re: Columbine Heights / Wheatfield Concept Plans

Hi Kristin & Jason,

Kristin, thanks for your reply below. Please let us know if you have new plan alternatives to share?

Jason, please advise if you'd still be able to schedule a call with Garrett Walstad and I to review some of the grading, drainage and utility interaction between these two properties? If so let us know some times that would work for you.

Thank you, Kirby

Kirby Smith, PLA, ASLA

Kirby Smith & Associates, Inc.

Land Planning ♦ Site Design ♦ Landscape Architecture

6201 So. Hudson Court, Centennial, CO 80121

Mobile: 303-638-1847 Phone: 303-694-9484 Fax: 303-694-9272

e-mail: ksakirby@aol.com

-----Original Message-----

From: kristin@tbgroup.us <kristin@tbgroup.us>

To: Kirby Smith <ksakirby@aol.com>; jclaeys@highland-ds.com <jclaeys@highland-ds.com>; garrett@civilianengineering.com <garrett@civilianengineering.com>

Sent: Wed, Sep 14, 2022 5:44 pm

Subject: RE: Columbine Heights / Wheatfield Concept Plans

Hi Kirby –

We are working through some options now and would be happy to share them once they are vetted by the team and the Town. I'll keep you posted. Feel free to check back in with me if you don't hear from me soon.

I'll leave it to you all and Jason to coordinate a time to grading and drainage.

Best,
Kristin

Kristin Turner

Partner

TB | Group

landscape architecture | planning

444 Mountain Avenue
Berthoud, Colorado 80513
970.532.5891 x105
Kristin@TBGroup.us
www.TBGroup.us

From: Kirby Smith <ksakirby@aol.com>

Sent: Wednesday, September 14, 2022 5:26 PM

To: jclaeys@highland-ds.com; garrett@civilianengineering.com

Cc: kristin@tbgroup.us

Subject: Re: Columbine Heights / Wheatfield Concept Plans

Hi Jason & Kristin,

Just thought I'd touch base to see if you have any updates regarding the north/south collector alignment?

Please let us know how you're progressing.

Also, please advise if you'd still be able to schedule a call with Garrett Walstad and I to review some of the grading, drainage and utility interaction between these two properties? If so let us know some times that would work for you.

Thank you, Kirby

Kirby Smith, PLA, ASLA

Kirby Smith & Associates, Inc.

Land Planning ♦ Site Design ♦ Landscape Architecture

6201 So. Hudson Court, Centennial, CO 80121

Mobile: 303-638-1847 Phone: 303-694-9484 Fax: 303-694-9272

e-mail: ksakirby@aol.com

-----Original Message-----

From: Garrett Walstad <garrett@civilianengineering.com>

To: 'Jason Claeys' <jclaeys@highland-ds.com>; 'Kirby Smith' <ksakirby@aol.com>

Cc: kristin@tbgroup.us

Sent: Thu, Sep 1, 2022 10:34 pm

Subject: RE: Columbine Heights / Wheatfield Concept Plans

Hi Jason, It's good to hear from you and I hope that your design is coming along ok.

I have attached my CAD as well. There is still information to be desired, but it should provide you backgrounds for the general layout and grading.

I was hoping to talk with you about possible routing our western pond outflow (this is the extremely limited release Tri-county sump basin) through your site and into the city storm sewer. The ditch company has a zero storm inflow policy that I would rather leave alone if possible. Unfortunately we are surrounded by ditches.

Please let me know if/when you would be ready/available to discuss any cross-site coordination tactics. Thanks!

Sincerely,

Garrett Walstad, P.E.
Manager

303.961.7387

P.O. Box 8

Hygiene, CO 80533

www.civilianengineering.com

-----Original Message-----

From: Jason Claeys <jclaeys@highland-ds.com>

To: Kirby Smith <ksakirby@aol.com>; garrett@civilianengineering.com <garrett@civilianengineering.com>

Cc: kristin@tbgroup.us <kristin@tbgroup.us>

Sent: Thu, Sep 1, 2022 5:07 pm

Subject: RE: Columbine Heights / Wheatfield Concept Plans

Thanks Kirby, We appreciate the background info and we'll see what we can do to get them to align.

Thank you,

Jason T. Claeys, P.E., LEED AP
Highland Development Services, Inc. | jclaeys@highland-ds.com
6355 Fairgrounds Avenue, Suite 100 | Windsor, CO 80550
D 970.674.7570 | M 970.817.1712

From: Kirby Smith <ksakirby@aol.com>

Sent: Thursday, September 1, 2022 4:43 PM

To: Jason Claeys <jclaeys@highland-ds.com>; garrett@civilianengineering.com

Cc: kristin@tbgroup.us

Subject: Re: Columbine Heights / Wheatfield Concept Plans

Hi Jason & Kristin,

Thanks for your follow up message below. As requested please see the attached CAD and xref files for the Columbine Heights property.

Please note that we have recently meet with the CDOT and the Town staff, and have confirmed that our proposed north/south collector intersection alignment is in compliance with the CDOT access plan for Hwy 52, and in compliance with the Town's Transportation Master Plan.

Also, based on discussions with the School District for their future elementary school site in Columbine Heights they require frontage along the collector street as we have proposed. Therefore, we'd hope you can match our proposed collector street alignment at your south property line. We do however have more flexibility regarding where a north/south local street connection can be shared further toward the east.

Garrett can provide more detailed grading, drainage, and utility information if you should need this as well.

Please let us know if you have any questions; and keep in touch with regard to your future plan alternatives.

Thank you, Kirby

Kirby Smith, PLA, ASLA

Kirby Smith & Associates, Inc.

Land Planning ♦ Site Design ♦ Landscape Architecture

6201 So. Hudson Court, Centennial, CO 80121

Mobile: 303-638-1847 Phone: 303-694-9484 Fax: 303-694-9272

e-mail: ksakirby@aol.com

-----Original Message-----

From: Jason Claeys <jclaeys@highland-ds.com>

To: Kirby Smith <ksakirby@aol.com>; garrett@civilianengineering.com <garrett@civilianengineering.com>

Cc: kristin@tbggroup.us <kristin@tbggroup.us>

Sent: Thu, Sep 1, 2022 3:44 pm

Subject: RE: Columbine Heights / Wheatfield Concept Plans

Hi Kirby / Garrett,

Kristin is testing the site to determine impacts and feasibility of shifting the north-south collector through Wheatland. Unsure how this may impact Columbine but we will share what we come up with when ready.

Would you be able to share the base CAD files for Columbine to use for reference as we test different options?

Thank you,

Jason T. Claeys, P.E., LEED AP

Highland Development Services, Inc. | jclaeys@highland-ds.com

6355 Fairgrounds Avenue, Suite 100 | Windsor, CO 80550

D 970.674.7570 | M 970.817.1712

From: Kirby Smith <ksakirby@aol.com>

Sent: Wednesday, July 6, 2022 10:53 AM

To: garrett@civilianengineering.com; kristin@tbggroup.us; Jason Claeys <jclaeys@highland-ds.com>

Cc: michaelbent@msn.com

Subject: Re: Columbine Heights / Wheatfield Concept Plans

Hi Kristin & Jason,

I thought I'd touch base regarding Garrett's earlier message below. We'd like to get together with you to coordinate street alignments for these two properties.

Based on our correspondence with Jason Berg we believe that our north, south collector street alignment is what the town has referred to in your recent comments.

Per Garrett's message, the attached redlined plan was put together using the plans you submitted and some of your town comments. We'd like to discuss if this close to what you had in mind to address the Town's comments?

Please let us know when you'd be available for a conference call?

Thank you, Kirby

Kirby Smith, PLA, ASLA

Kirby Smith & Associates, Inc.

Land Planning ♦ Site Design ♦ Landscape Architecture

6201 So. Hudson Court, Centennial, CO 80121

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e-mail: ksakirby@aol.com

-----Original Message-----

From: Garrett Walstad <garrett@civilianengineering.com>

To: kristin@tbgroupp.us <kristin@tbgroupp.us>; Jason Claeys <jclaeys@highland-ds.com>

Cc: Kirby Smith <ksakirby@aol.com>; MICHAEL BLUMENTHAL <michaelbent@msn.com>

Sent: Fri, Jun 24, 2022 6:12 am

Subject: RE: Columbine Heights / Wheatfield Concept Plans

Hi Kristin and Jason,

We are following up on this and seeing if you have any updated plans or want to coordinate some things moving forward?

Attached is a redlined plan that we have put together using the plans you submitted and some town comments. Is this close to what you had in mind?

Please let us know if you have any feedback or time for a conversation to discuss some of this with us. Thanks!

Sincerely,

Garrett Walstad

Manager

Civilian Engineering LLC

303.961.7387

P.O. Box 8

Hygiene, CO 80533

www.civilianengineering.com

-----Original Message-----

From: Garrett Walstad <garrett@civilianengineering.com>

To: kristin@tbgroupp.us; 'Jason Claeys' <jclaeys@highland-ds.com>

Cc: 'Kirby Smith' <ksakirby@aol.com>; 'MICHAEL BLUMENTHAL' <michaelbent@msn.com>

Sent: Thu, Apr 21, 2022 4:50 pm

Subject: RE: Columbine Heights / Wheatfield Concept Plans

Oh yeah, no problem. Thanks for that info. Let us know when you have had time to read through and want to discuss. We will plan on holding the location of the proposed collector as shown on our plans for now. Thanks!

Sincerely,

Garrett Walstad

303.961.7387

From: kristin@tbgroup.us <kristin@tbgroup.us>
Sent: Thursday, April 21, 2022 4:27 PM
To: Garrett Walstad <garrett@civilianengineering.com>; 'Jason Claeyes' <jclaeyes@highland-ds.com>
Cc: 'Kirby Smith' <ksakirby@aol.com>; 'MICHAEL BLUMENTHAL' <michaelbent@msn.com>
Subject: RE: Columbine Heights / Wheatfield Concept Plans

Assuming the Town is on schedule, we are expecting comments back by the end of next week.

Best,
Kristin

Kristin Turner
Partner

TB | Group

landscape architecture | planning

444 Mountain Avenue
Berthoud, Colorado 80513
970.532.5891 x105
Kristin@TBGroup.us
www.TBGroup.us

From: Garrett Walstad <garrett@civilianengineering.com>
Sent: Thursday, April 21, 2022 4:20 PM
To: 'Jason Claeyes' <jclaeyes@highland-ds.com>
Cc: 'Kirby Smith' <ksakirby@aol.com>; 'MICHAEL BLUMENTHAL' <michaelbent@msn.com>; kristin@tbgroup.us
Subject: RE: Columbine Heights / Wheatfield Concept Plans

Yep, that sounds good. Please let us know when that is. Thanks Jason.

Sincerely,

Garrett Walstad
303.961.7387

From: Jason Claeyes <jclaeyes@highland-ds.com>
Sent: Thursday, April 21, 2022 4:07 PM
To: Garrett Walstad <garrett@civilianengineering.com>
Cc: 'Kirby Smith' <ksakirby@aol.com>; 'MICHAEL BLUMENTHAL' <michaelbent@msn.com>; Kristin Turner (kristin@tbgroup.us)
<kristin@tbgroup.us>
Subject: RE: Columbine Heights / Wheatfield Concept Plans

Hi Garret,

Thanks for reaching out. Can we schedule a meeting after we get comments back from the Town?

Thanks,

Jason T. Claeyes, P.E., LEED AP
Highland Development Services, Inc. | jclaeyes@highland-ds.com
6355 Fairgrounds Avenue, Suite 100 | Windsor, CO 80550
D 970.674.7570 | M 970.817.1712

From: Garrett Walstad <garrett@civilianengineering.com>
Sent: Thursday, April 21, 2022 9:46 AM
To: Jason Claeys <jclaeys@highland-ds.com>
Cc: 'Kirby Smith' <ksakirby@aol.com>; 'MICHAEL BLUMENTHAL' <michaelbent@msn.com>
Subject: FW: Columbine Heights / Wheatfield Concept Plans

Hi Jason, I hope this finds you doing well.

Below is some correspondence we received from the Town. Please let me know if you have any time to discuss - in particular, the proposed road locations.

I have attached some preliminary CAD files for your use, including survey and the basic civil plans so far. We are still in the basic stages but would like to dial some of this in with you. Thanks in advance for any feedback.

Sincerely,

Garrett Walstad
303.961.7387

From: Jason Berg <JBerg@frederickco.gov>
Sent: Monday, April 18, 2022 9:47 AM
To: Kirby Smith <ksakirby@aol.com>
Cc: garrett@civilianengineering.com; michaelbent@msn.com
Subject: RE: Columbine Heights / Wheatfield Concept Plans

Hello Kirby,

Please see responses below.

Thank you,

Jason Berg | Civil Engineer
Town of Frederick | 720-382-5601
JBerg@FrederickCO.gov | FrederickCO.gov

From: Kirby Smith <ksakirby@aol.com>
Sent: Friday, April 15, 2022 4:43 PM
To: Jason Berg <JBerg@frederickco.gov>
Cc: garrett@civilianengineering.com; michaelbent@msn.com
Subject: Re: Columbine Heights / Wheatfield Concept Plans

Hi Jason,

Thanks for the updated Transportation Master Plan Map that you sent last month.

I wanted to follow up with you about several items concerning the proposed Columbine Heights Conceptual Plan (see attached). We're currently preparing to submit a Comprehensive Plan Amendment and Rezone application, to rezone this property to R-1 With PUD Overlay. We're also getting underway with some preliminary engineering and efforts to coordinate with the Wheatfield property to the north.

1. There are 15 lots proposed along the north/south collector street (west of the proposed school site). We wanted to make sure that these lots would be able to access directly on this proposed new collector street. Or if any type of variance would be needed, or other provisions included in the PUD?

Driveway access to collector roadway is not permitted.

2. Regarding the Town's Driveway Spacing Detail for Single Family Residential, this seems to be set up for the Town's full size R-1 lots (Min. 6250 SF) or larger lots. In the case of an R-1 zone with PUD Overlay, would these dimensional standards for driveway spacing be able to be reduced to accommodate lots of 45', 50' and 60' widths?

Driveway spacing in areas with smaller lots could likewise be reduced while maximizing available spacing.

3. The attached conceptual plan shows a proposed stub street toward the west, off of the proposed collector street (in the SW portion of the property). This was originally shown when the property to the west was thought to be future multi-family development. Now we understand that this has been deeded to the Town for open space uses. Therefore we wanted to confirm that the Town has no need to for such a future street connection, and that this can be removed for future planning and engineering efforts. Please advise.

I am unaware of an open space designation/dedication. The owner of this property provided by Weld County is Fredapart LLC with R3 zoning and existing roadway ditch crossings, please provide street connection.

4. Also, please let us know if you have received any plans for review for the Wheatfield property? Or had any further discussions with them regarding collector street alignments in this area? Our engineer has attempted to contact them recently, but has not heard back from them as yet.

Wheatlands has submitted to the Town and proposed a N/S collector roadway that cuts to the eastern side of the property aligning with your identified local street rather remaining closer to the half-section line. This will not be accepted. Plans should be available on the Town website. <https://frederickco.maps.arcgis.com/apps/webappviewer/index.html?id=51a9c1e8a9fc41dd9d684f924194421a>

Please let us know about the above, or if a conference call would be best to discuss these various items with our team? We'd like to continue to proceed with our preliminary engineering work on this. So we'd be happy to schedule such a call sometime next week if that works for you.

We look forward to your reply, or any follow up questions you may have.

Thank you, Kirby

Kirby Smith, PLA, ASLA

Kirby Smith & Associates, Inc.

Land Planning ♦ Site Design ♦ Landscape Architecture

6201 So. Hudson Court, Centennial, CO 80121

Mobile: 303-638-1847 Phone: 303-694-9484 Fax: 303-694-9272

e-mail: ksakirby@aol.com

-----Original Message-----

From: Garrett Walstad <garrett@civilianengineering.com>

To: 'Jason Claeys' <jclaeys@highland-ds.com>

Cc: 'MICHAEL BLUMENTHAL' <michaelbent@msn.com>; 'KSAKirby' <ksakirby@aol.com>; 'Andy Bartel' <abartel@highland-ds.com>; 'Kristin Turner' <kristin@tbgroun.us>

Sent: Fri, Apr 1, 2022 11:35 am

Subject: Columbine Heights / Wheatlands

Hi Jason,

We are moving along with our project and were hoping to collaborate our proposed design. Attached is our latest concept, with feedback email from the Town. Please let us know if you can send us your latest (CAD would be ideal) to help coordinate this, and/or when you would be available to discuss. Thanks!

Sincerely,

Garrett Walstad, P.E.

Manager

303.961.7387

P.O. Box 8

Hygiene, CO 80533

www.civilianengineering.com

-----Original Message-----

From: Jason Berg <JBerg@frederickco.gov>

To: Kirby Smith <ksakirby@aol.com>

Cc: garrett@civilianengineering.com <garrett@civilianengineering.com>; michaelbent@msn.com <michaelbent@msn.com>

Sent: Wed, Mar 16, 2022 1:38 pm

Subject: RE: Columbine Heights / Wheatfield Concept Plans

Hello Kirby,

I noticed that the Town Transportation Master Plan Master Streets Inventory Map included in your email is not the updated version approved by the Town Board on 02/08/2022 and I have attached it for your reference. The primary item here would be the interior collector roadway and maintaining conductivity through both developments ideally remaining closer to the half section line as shown. The Columbine Heights conceptual plan with additional local street connection to the east aligns closer to this master plan which may require Wheatlands to relocate. The location of your proposed HW52 entrance also appears to align with that of the CDOT ACP location identifying a new full movement access location.

Thank you,

Jason Berg | Civil Engineer

Town of Frederick | 720-382-5601

JBerg@FrederickCO.gov | FrederickCO.gov

From: Kirby Smith <ksakirby@aol.com>

Sent: Wednesday, March 16, 2022 12:22 PM

To: Jason Berg <JBerg@frederickco.gov>

Cc: garrett@civilianengineering.com; michaelbent@msn.com

Subject: Re: Columbine Heights / Wheatfield Concept Plans

Hi Jason,

We've recently come on board to work with Michael Blumenthal & Garrett Walstad on the proposed Columbine Heights property development. We have a neighborhood meeting scheduled for March 23rd; and Garrett is awaiting completion of various site survey information for this property. Per your message from last month (below), following next week's meeting and receipt of pending survey information we plan to get in touch with the Wheatfield development consultants to coordinate future plans and connections.

In the mean time we have taken a look at our two respective concept plans, along with the Town's 2021 Transportation Master Plan. Based on this initial review we have prepared the attached revision to the Columbine Heights Concept Plan which indicated our internal collector street connecting into the Wheatfield's proposed east-west collector street (see attached concept plan); and adding a new local street connection into the Wheatfield community further to the east. This also shows the Wheatfield proposed east-west collector continuing to the west and tying into the existing Lyden Creek Blvd. alignment (as shown on the two attached Transportation Master Plan figures).

Please take a look at these conceptual street connections and let us know your thoughts. Also let us know if you have provided Wheatfield any preliminary comments concerning their proposed plans that you could share with us.

We look forward to your reply.

Thank you, Kirby

Kirby Smith, PLA, ASLA

Kirby Smith & Associates, Inc.

Land Planning ♦ Site Design ♦ Landscape Architecture

6201 So. Hudson Court, Centennial, CO 80121

Mobile: 303-638-1847 Phone: 303-694-9484 Fax: 303-694-9272

e-mail: ksakirby@aol.com

From: garrett@civilianengineering.com <garrett@civilianengineering.com>

Sent: Friday, February 11, 2022 3:26 PM

To: 'Jason Berg' <JBerg@frederickco.gov>

Cc: 'MICHAEL BLUMENTHAL' <michaelbent@msn.com>; 'Jason Claeys' <jclaeys@highland-ds.com>; 'Andy Bartel' <abartel@highland-ds.com>

Subject: RE: Columbine Heights / Wheatlands

Thanks Jason.

We are in the basic stages right now, but I have attached the concept plan. Do you have something similar we could review to better see how these developments might fit together? We look forward to coordinating with you on this and will let you know more as we move forward. Thanks.

Sincerely,

Garrett Walstad, P.E.

Manager

303.961.7387

P.O. Box 8

Hygiene, CO 80533

www.civilianengineering.com

From: Jason Berg <JBerg@frederickco.gov>

Sent: Friday, February 11, 2022 12:33 PM

To: garrett@civilianengineering.com

Cc: 'MICHAEL BLUMENTHAL' <michaelbent@msn.com>; Jason Claeys <jclaeys@highland-ds.com>; Andy Bartel <abartel@highland-ds.com>

Subject: Columbine Heights / Wheatlands

Garrett,

After quickly reading through your email I thought it would be beneficial to connect you with Jason Claeys and Andy Bartel of Highland Development Services. Jason and Andy are working on a development plan for Parcel 131132100023 and 131132100025 located just to your north. I thought it would be beneficial connecting all parties so that there may be coordination between each proposed development which seem to be in similar stages of planning and design. I know you had questions related to ROW improvements and waterline connections for looping of the system, working together may benefit both parties for a more cohesive development plans for the area.

Thank you,

Jason Berg | Civil Engineer

Town of Frederick | 720-382-5601

JBerg@FrederickCO.gov | FrederickCO.gov