TOWN COUNCIL

MEETING

PACKET

March 7, 2016

Town of Johnstown

Town Council

Agenda
Monday, March 7, 2016
Town Hall, Council Chambers
450 So. Parish Avenue
7:00 PM

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

Members of the audience are invited to speak at the Council meeting. Public Comment (item No. 5) is reserved for citizen comments on items not contained on the printed agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position. If you wish to speak at the Town Council meeting, please fill out a sign-up sheet and present it to the Town Clerk.

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

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

6) **CONSENT AGENDA**
   A) Town Council Meeting –February 17, 2016
   B) Resolution No. 2016-01, Approving and Adopting the Town of Johnstown Water System Master Plan dated December 1, 2015
   C) ***(2nd Reading)** Ordinance No. 2016-140, An Ordinance Providing for the Imposition of a Lodging Tax on the Compensation Paid for Lodging Accommodations in the Town of Johnstown and Establishing a System to Assure Proper Administration of the Tax
   D) Amendment to Professional Services Agreement-Felsburg Holt & Ullevig
7) **STAFF REPORTS**
8) **OLD BUSINESS**
9) **NEW BUSINESS**
   A) ***Public Hearing** –Amendment to 2534 Design Guidelines Proposed Land Use Plan-Multi-Family Use on a Portion of Block 12, 2534
   B) Retail Liquor Store License Renewal – Johnstown Liquor, Inc.
   C) Consider Professional Services Agreement with Galloway & Company, Inc., for Civil Engineering Design and Construction Drawings Preparation for the Weld County Road (WCR) 50 Interim Arterial Project
10) **COUNCIL REPORTS AND COMMENTS**
11) **MAYOR'S COMMENTS**
12) **ADJOURN**

WORKSESSION

1) Presentation by Mr. John Soricelli, Executive Director, Johnstown-Milliken Chamber of Commerce

NOTICE OF ACCOMODATION

If you need special assistance to participate in the meeting, please contact the Town Clerk at (970) 587-4664. Notification at least 72 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to the meeting.

AGENDA ITEMS 6A-D

CONSENT

AGENDA

- **Council Minutes – February 17, 2016**
- **Resolution No. 2016-01**

(Adopting and Approving Water System Master Plan)

***Lodging Tax Ordinance**

(Ordinance No. 2016-140)

(2nd Reading

- **First Amendment to Professional Services Agreement**

(Felsburg Holt & Ullevig)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: March 7, 2016

ITEM NUMBER: 6A-D

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

A) Town Council Minutes-February 17, 2016
B) *Resolution No. 2016-01, Approving and Adopting the Town of Johnstown Water System Master Plan Dated December 1, 2015
C) ** **(2nd Reading)** Ordinance No. 2016-140, An Ordinance Providing for the Imposition of a Lodging Tax on the Compensation Paid for Lodging Accommodations in the Town of Johnstown and Establishing a System to Assure Proper Administration of the Tax
D) ***First Amendment to Professional Services Agreement – Felsburg Holt & Ullevig

*JUB Engineers, Inc., presented a summary of the findings contained in the Water System Master Plan dated December 1, 2015 to Town Council on February 8, 2016. Resolution No. 2016-01 merely approves and adopts the Water System Master Plan.

*** In support of increased commercial traffic at 2534 and anticipating the development of Johnstown Plaza and the Scheels store, the Town intends to install a traffic control signal at the intersection of US 34 and Larimer Parkway. On January 20th, 2016 Town Council approved a professional services agreement with the Town's traffic engineer, Felsburg Holt & Ullevig in the amount of $5,200 for the preparation of a traffic signal warrant study. The study has been completed and submitted to the Colorado Department of Transportation and the City of Loveland for review.

At Town staff's request, FHU has submitted a proposal (refer to attachment) to prepare a Request for Proposal for a design/build project. Based upon a review of the proposal by Town staff, it is recommended that an amendment to the professional services agreement be approved in an additional amount not to exceed $2,700, and authorize the Mayor to sign the agreement. The amendment was prepared by the Town Attorney. According to the Town Treasurer, sufficient funds are available in the budget for the additional services.

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

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:
For Approval: I move to approve the Consent Agenda.

For Denial:

Reviewed:

Town Manager

COUNCIL

MINUTES

The Town Council of the Town of Johnstown met on Wednesday, February 17, 2016 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Romanowski led the Pledge of Allegiance.

Roll Call:
Those present were: Councilmembers James, Lebsack, Mellon, Mitchell and Young

Those absent were: Councilmember Molinar Jr.

Also present: Avi Rocklin, Town Attorney, Roy Lauricello, Town Manager John Franklin, Town Planner, Brian Phillips, Police Chief and Diana Seele, Town Clerk/Treasurer

Agenda Approval

Councilmember Lebsack made a motion seconded by Councilmember Mellon to approve the Agenda as submitted. Motion carried with a unanimous vote.

Consent Agenda

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

- February 1, 2016- Town Council Meeting Minutes
- Payment of Bills
- January Financial Statements

Motion carried with a unanimous vote.

New Business

A. Public Hearing (First Reading) – Ordinance No. 2016-140, An Ordinance Providing for the Imposition of a Lodging Tax on the Compensation Paid for Lodging Accommodations in the Town of Johnstown and Establishing A System to Assure Proper Administration of the Tax –

Mayor Romanowski opened the Public Hearing at 7:11 p.m. and having no public comment closed the hearing at 7:14 p.m.

Councilmember Young made a motion seconded by Councilmember Mellon to approve Ordinance Number 2016-140, An Ordinance Providing for the Imposition of a Lodging Tax on the Compensation Paid for Lodging Accommodations in the Town of Johnstown and Establishing a System to Assure Proper Administration of the Tax on first reading. Motion carried with a unanimous vote.

B. Consider Professional Services Agreement with TTG Engineers-Denver for Civil Engineering Design and Construction Drawings Preparation for North Second Street Improvement Project – Councilmember James made a motion seconded by Councilmember Lebsack to approve the professional services agreement with TTG Engineers-Denver for civil

engineering design and construction drawings preparation for the North Second Street Improvements Project in an amount not to exceed $47,000 and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

C. Consider 2016 Three Mile Plan – Councilmember Mellon made a motion seconded by Councilmember Mitchell to approve the 2016 Three Mile Plan. Motion carried with a unanimous vote.

D. Consider Professional Services Agreement with PB&A, Inc., for YMCA Feasibility Study – The Town of Johnstown desires to obtain research and analysis regarding community support for a YMCA/Community Center in the Town. The purpose of the study is to provide unbiased data to the Town regarding the scope of opportunities and challenges for expansion of a YMCA and related programs in Johnstown. The research will estimate membership demand and program participation for the proposed Community Center. Councilmember Mitchell made a motion seconded by Councilmember Young to approve the professional services agreement with PB&A, Inc. for the YMCA Feasibility Study in a total amount not to exceed $10,995 and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 7:54 p.m.

Mayor

Town Clerk/Treasurer

RESOLUTION

No. 2016-01

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2016-01

APPROVING AND ADOPTING THE TOWN OF JOHNSTOWN WATER SYSTEM MASTER PLAN DATED DECEMBER 1, 2015

WHEREAS, the Town of Johnstown ("Town") has experienced significant growth since 1994; and

WHEREAS, to accommodate the growth, the Town adopted a water system master plan in 2005; and

WHEREAS, because the previous plan was adopted ten years ago and the Town anticipates continued growth at a substantial pace over the next ten years, the Town contracted with J-U-B Engineers, Inc. to prepare a new master plan to address the current state of the Town's water system and the ability of the water system to serve the Town's future needs; and

WHEREAS, J-U-B Engineers, Inc. submitted its final report to the Town on December 1, 2015 ("Water System Master Plan"), and presented a summary of the findings contained in the Water System Master Plan to Town Council on February 8, 2016; and

WHEREAS, the Water System Master Plan includes discussion and recommendations concerning, among other matters, the raw water system, the water treatment plant, the pump stations, the water distribution system, elevated water storage and system-wide SCADA (supervisory control and data acquisition) and communications; and

WHEREAS, Town Council has reviewed the contents of, and recommendations contained in, the Water System Master Plan and desires to approve and adopt the Water System Master Plan; and

WHEREAS, Town Council finds that approval and adoption of the Water System Master Plan is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, that the Water System Master Plan dated December 1, 2015, prepared by J-U-B Engineers, Inc., is hereby approved and adopted.

PASSED, SIGNED, APPROVED, AND ADOPTED this __ day of March, 2016.

ATTEST:

By: _____
Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: _____
Mark Romanowski, Mayor

ORDINANCE

No. 2016-140

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2016-140

AN ORDINANCE PROVIDING FOR THE IMPOSITION OF A LODGING TAX ON THE COMPENSATION PAID FOR LODGING ACCOMMODATIONS IN THE TOWN OF JOHNSTOWN AND ESTABLISHING A SYSTEM TO ASSURE PROPER ADMINISTRATION OF THE TAX

WHEREAS, the Town of Johnstown, Colorado (the "Town") is a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado; and

WHEREAS, the Town Council hereby finds and determines that it is in the public interest to adopt a three percent (3%) lodging tax to be imposed and collected upon compensation paid for the short-term rental of any hotel room, motel room, guest house room, recreational vehicle PAD or other similar accommodation within the Town; and

WHEREAS, the Town Council referred a ballot issue regarding the implementation of the lodging tax described herein to the registered electors at the November 3, 2015 coordination election, and the electors voted in favor of the implementation of the lodging tax; and

WHEREAS, the revenue raised from the lodging tax shall be expended for municipal purposes, including but not limited to community and economic development services, police protection services, community events and beautification projects; and

WHEREAS, the classification of the provision of lodging as separate businesses and occupations is reasonable, proper, uniform and nondiscriminatory, and the taxable amount hereby imposed is reasonable, proper, uniform, nondiscriminatory and necessary; and

WHEREAS, the Town Council finds that the imposition of the lodging tax is in the best interests of the citizens of the Town.

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

Section 1. Chapter 4 of the Johnstown Municipal Code shall be amended by the addition of Article VII, which shall read as follows:

ARTICLE VII - Lodging Tax

Sec. 4-91 Purpose
Sec. 4-92 Definitions
Sec. 4-93 Tax levied
Sec. 4-94 Liability for tax
Sec. 4-95 Collection; remittance of tax; audit
Sec. 4-96 Disputes over exemption from tax; application for refund
Sec. 4-97 Disposition of funds
Sec. 4-98 Duties and powers of Town Manager
Sec. 4-99 Tax information confidential
Sec. 4-100 Penalties; assessment
Sec. 4-101 Administrative review; appeals
Sec. 4-102 Liens
Sec. 4-103 Recovery of unpaid taxes by action at law
Sec. 4-104 Status of unpaid taxes in bankruptcy and receivership
Sec. 4-105 Statute of limitations
Sec. 4-106 Tax overpayments
Sec. 4-107 Violations

Sec. 4-91. Purpose.

The purpose of this Article is to impose a lodging tax on every person who, for consideration, leases or rents a hotel room, motel room, lodging room, guesthouse room, recreational vehicle PAD or other similar accommodation located in the Town for a period of less than thirty (30) consecutive days, and to require that every person who furnishes any such lodging accommodation collect and remit to the Town the tax imposed herein.

Sec. 4-92. Definitions.

For purposes of this Article, the following words shall have the following meanings:

(a) "Lodging accommodation" means hotel room, motel room, lodging room, motor hotel room, guesthouse room, recreational vehicle PAD or other similar accommodation located in the Town that is leased, rented or otherwise furnished to persons for a period of less than thirty (30) consecutive days.

(b) "Lodging tax" or "tax" means an excise tax payable by a person for the purchase of a lodging accommodation and also means the aggregate amount of taxes due from a vendor during the period for which such vendor is required to collect and remit the tax imposed by this Article, as more fully described in Section 4-93 below.

(c) "Taxpayer" means a person obligated to pay the tax under the terms of this Article.

(d) "Vendor" means a person furnishing lodging accommodations for consideration within the Town.

Sec. 4-93. Tax levied.

(a) Lodging Tax. Effective April 1, 2016, there is levied and shall be paid and collected an excise tax of three percent (3%) on the compensation paid for the leasing, rental or furnishing of any lodging accommodation for a period of less than thirty (30) consecutive days. This tax shall be in addition to the sales tax established pursuant to Articles IV of this Chapter and any other lawfully imposed tax or fee.

(b) Exemptions. The following transactions shall be exempt from the tax:

1. Lodging accommodations provided to the United States Government, the State of Colorado, its departments and institutions, and political subdivisions thereof, including the Town, in their governmental capacities and in the conduct of their governmental functions and activities only;
2. Lodging accommodations provided to any person who the Town is prohibited from taxing under the Constitution or laws of the United States or the State of Colorado;
3. Lodging accommodations provided to religious, charitable and eleemosynary corporations in the conduct of their religious, charitable and eleemosynary functions and activities only; and
4. Lodging accommodations provided to any person for a period of at least thirty (30) consecutive days.

Sec. 4-94. Liability for tax.

(a) No taxpayer leasing or renting a lodging accommodation shall fail to pay the lodging tax levied pursuant to Section 4-93.

(b) No vendor leasing, renting or otherwise furnishing lodging accommodations shall fail to collect and remit to the Town the lodging tax levied pursuant to Section 4-93. The burden of proving that any transaction is not subject to the tax imposed by this Article is upon the vendor.

Sec. 4-95. Collection; remittance of tax; audit.

(a) Every vendor providing lodging accommodations taxable under this Article shall add the lodging tax to the compensation paid for the lodging accommodation, showing the tax as a separate and distinct item on the final invoice, or equivalent thereof, and shall collect the lodging tax.

(b) The lodging taxes collected by the vendor shall be and remain public money and the property of the Town. Until remitted to the Town, the vendor shall account for the money separately and hold such money in trust for the sole use and benefit of the Town.

(c) The vendor shall report the lodging taxes collected on forms prescribed by the Town and shall remit such taxes to the Town on or before the twentieth (20^{th}) day of each month for the preceding month, unless the Town, in its discretion, agrees in writing to a longer reporting period.

(d) Every vendor shall maintain, keep and preserve suitable records of all sales made by the vendor and such other books or accounts as may be required by the Town in order to determine the amount of the lodging tax for which the vendor is liable under this Article. The vendor shall keep and preserve all such books, invoices and other records for a period of three (3) years, and the same shall be open for examination by the Town.

(e) For the purpose of ascertaining the correct amount of the lodging tax due from a vendor under this Article, the Town or an authorized agent of the Town may conduct an audit by examining any relevant books, accounts and records of the vendor at the lodging accommodation.

Sec. 4-96. Disputes over exemption from tax; application for refund.

If a dispute arises between the taxpayer and vendor as to whether a lodging transaction is exempt from taxation, the taxpayer shall pay and the vendor shall collect the lodging tax, and the vendor shall issue to the taxpayer a receipt showing the name of the taxpayer and vendor, the lodging accommodation furnished, the date, the price for the lodging accommodation and the amount of lodging tax paid along with a brief statement of the claim of exemption. The taxpayer shall thereafter, within ten (10) days of payment of the lodging tax, be entitled to apply to the Town for a refund of such taxes. If an application is filed, the Town shall determine the question of exemption, subject to review as provided in Section 4-101.

Sec. 4-97. Disposition of funds.

The revenues derived from the lodging tax imposed by this Article shall be placed in the General Fund for expenditures for all lawful municipal purposes, including but not limited to police protection services, community and economic development services, community events and beautification projects.

Sec. 4-98. Duties and powers of Town Manager.

The administration of this Article is hereby vested in and shall be exercised by the Town Manager. The Town Manager is authorized to prescribe forms and rules and regulations for the proper administration and enforcement of the provisions hereof. The Town Manager may delegate the administration of this Article, or any part of it, subject to the limitations of this Code, to duly qualified employees and agents of the Town.

Sec. 4-99. Tax information confidential.

(a) All specific information gained under the provisions of this Article used to determine the lodging tax collected and remitted to the Town, whether furnished by a taxpayer or a vendor or obtained through an audit, shall be treated by the Town and its officers, employees and legal representatives as confidential.

(b) Except as directed by judicial order or otherwise provided by law, the Town, its officers, employees or legal representatives shall not divulge any confidential information obtained under the provisions of this Article. If directed by judicial order, the officials charged with the custody of such information shall be required to provide only such information as is directly ordered.

(c) Nothing contained in this Section shall be construed to prohibit the delivery to the vendor, or to such vendor's authorized representative, of a copy of confidential information relating to such vendor, or to prevent the inspection of such confidential information by an authorized officer, employee, agent or legal representative of the Town.

(d) Nothing contained in this Section shall be construed to prohibit the publication of statistics relating to the lodging tax if the statistics are classified to prevent the identification of particular reports or returns.

(e) Notwithstanding the provisions of this Section, the Town may furnish to the taxing officials of the State or its political subdivisions, and other state or its subdivisions of the United States, any confidential information, provided that such jurisdiction enters into an agreement with the Town to grant reciprocal privileges to the Town and such information is to be used by the jurisdiction only for tax-related purposes.

Sec. 4-100. Penalties; assessment.

(a) Penalty. A penalty in the amount of ten percent (10%) of the tax due or the sum of ten dollars ($10.00), whichever is greater, shall be imposed upon the vendor and become due in the event the tax is not remitted by the twentieth (20th) day of the month as required by this Article, or such other date as prescribed by the Town, and one and one-half percent (1.5%) interest shall accrue each month on the unpaid balance.

(b) Penalty due to fraud. If the Town Manager determines that the tax is not paid due to fraud with the intent to evade the tax, then, in lieu of the penalty set forth in Subsection (a), the Town Manager shall add fifty percent (50%) of the total amount of the tax due and one and one-half percent (1.5%) interest each month on the unpaid balance.

(c) Assessment. If any vendor fails to remit the tax imposed by this Article, the Town Manager may make an estimate, based upon available information, of the amount of tax due and add the penalty and interest provided above. Such estimate shall thereupon become an assessment, and such assessment shall be final, due and payable.

(d) Notice. The Town Manager shall mail notice of the amount of lodging tax due, together with penalties and interest, pursuant to the foregoing subsections, by certified mail to the vendor at the address indicated in the Town's records, and such amount shall be due and payable from the vendor to the Town within ten (10) days from the date of service of the notice or the date of mailing by certified mail; provided, however, that, within the ten (10) day period, the vendor may petition the Town for a revision or modification of the amount due as provided in Section 4-101 below.

(e) Waiver. The Town Manager is hereby authorized to waive, for good cause shown, any penalty assessed pursuant to this Section.

Sec. 4-101. Administrative review; appeals.

(a) Petition. A taxpayer or vendor who disputes the amount of the lodging tax due or who disputes any determination made by or on behalf of the Town pursuant to and by the authority of this Article may, within ten (10) days of such assessment or determination, petition for a hearing on a revision or modification of such assessment or such determination. The petition shall be in

writing, filed with the Town Clerk and contain facts and figures in support of the position alleged therein. The petition shall be submitted under oath in writing or orally at the duly scheduled hearing. Only one petition in connection with a particular assessment or determination may be filed, except upon a showing of changed circumstances sufficient to justify the filing of an additional petition.

(b) Hearing. The Town Manager may hold a hearing on the petition or may designate another person as a hearing officer with authority to hold such hearing. The hearing shall be held within a reasonable time after the filing of a petition at the Town Hall or other place as designated by the hearing officer, and notice thereof and the proceedings shall otherwise be in accordance with the rules and regulations issued by the Town. The petitioner shall have the burden of proof.

(c) Order. Within thirty (30) days of a hearing, the hearing officer shall make written findings of fact and conclusions based upon all relevant information contained in the petition and presented at the hearing. The hearing officer's determination shall be considered a final order of the hearing officer, which may, within thirty (30) days of its issuance, be appealed to the Town Council.

(d) Appeal to Town Council. An appeal to the Town Council shall be in writing, filed with the Town Clerk and allege with particularity the errors and omissions contained in the final order. The appellant shall, at that time of making such appeal, pay to the Town Treasurer a docket fee in the amount of fifty dollars ($50.00). Written notice of the hearing shall be given to all parties concerned at least seven (7) days prior to the hearing. The appellant shall have the burden of proof on appeal. Within thirty (30) days of the hearing, the Town Council shall make its final determination and affirm, modify or reverse the final order. Such assessment shall be considered the final order of the Town and may be reviewed under Rule 106(a)(4) of the Colorado Rules of Civil Procedure, provided that the taxpayer gives written notice to the Town of such intention within ten (10) days after receipt of the final order.

(e) Service. Service by certified mail, return receipt requested, shall be conclusive evidence of service for the purpose of this Article.

Sec. 4-102. Liens.

The lodging tax imposed by this Article, together with penalties and interest, shall be and, until paid, shall remain, a first and prior lien on tangible personal property in which the vendor responsible to collect and remit the tax has an ownership interest, subject only to valid mortgages or other liens of record at the time of and prior to the recording of a notice of lien. Such lien may be certified and recorded as a charge against such tangible personal property and collected, along with costs of such collection, as provided by law.

Sec. 4-103. Recovery of unpaid taxes by action at law.

The Town Manager may treat due and unpaid lodging taxes, together with penalties and interest, as a debt owed to the Town and recover such debt in an action at law. In such case, the Town may recover, in addition to the amounts due and unpaid, the reasonable attorney fees and collection costs incurred with respect thereto. The vendor's return on the prescribed forms or the Town Manager's assessment as herein provided, as the case may be, shall be prima facie proof of amount due.

Sec. 4-104. Status of unpaid taxes in bankruptcy and receivership.

Whenever the business or property of a vendor subject to this Article is placed in receivership, bankruptcy or assignment for the benefit of creditors, or seized under distraint for taxes, all lodging taxes, penalties and interest imposed by this Article, and for which the vendor is in any way liable under the terms of this Article, shall be a prior and preferred lien against all the property of the vendor, except as to other tax liens which have attached prior to the filing of the notice. No sheriff, receiver, assignee or other officer shall sell the property of any vendor subject to this Article under process or order of any court, without first ascertaining from the Town the amount of any lodging taxes due and payable under this Article and, if there are any such lodging taxes due, owing and unpaid, it shall be the duty of such officer to first pay the amount of the lodging taxes out of the proceeds of such sale before making payment of any monies to any judgment creditor or other claimants of whatsoever kind or nature, except the costs of the proceedings and other preexisting tax liens as above provided.

Sec. 4-105. Statute of limitations.

(a) The lodging taxes for any period imposed by this Article, together with penalties and interest, shall not be assessed, nor shall notice of lien be filed, suit for collection be instituted or any other action to collect the same be commenced, more than three (3) years after the date on which the tax was or is due and payable. No lien shall continue after such period, except for taxes assessed before the expiration of such three-year period, a notice of lien with respect to which has been filed prior to the expiration of such period, and, in such cases, such lien shall continue only for one (1) year after the filing of notice thereof.

(b) Notwithstanding the foregoing, in case of a false or fraudulent return with intent to evade taxation, the lodging tax, together with penalties and interest, may be assessed, or proceedings for the collection of such taxes may be commenced, at any time.

(c) Before the expiration of such period of limitation, the taxpayer or vendor and the Town may agree in writing to an extension of the limitations period.

Sec. 4-106. Tax overpayments.

An application for refund of tax monies paid in error or by mistake shall be made within three (3) years after the date of payment for which the refund is claimed. If the Town determines that, within three (3) years of the due date, a vendor overpaid the lodging tax, the Town shall process a refund or allow a credit against a future remittance from the same vendor. The Town may extend the time for good cause.

Sec. 4-107. Violations.

(a) It shall be unlawful for any taxpayer to fail or refuse to pay the lodging tax imposed by this Article, evade the payment of the lodging tax imposed by this Article or otherwise violate or fail to comply with any other provision of this Article.

(b) It shall be unlawful for any vendor to refuse to make any return required by this Article, make any false or fraudulent return or any false statements in any return, fail or refuse to collect the lodging tax from a taxpayer, fail or refuse to remit any lodging taxes collected to the Town, evade the collection

and remittance of the lodging taxes or otherwise violate or fail to comply with any other provision of this Article.

(c) It shall be unlawful for any person to aid or abet another in an attempt to evade the payment of the lodging tax imposed by this Article.

(d) Any person convicted of violating any of the provisions of this Article shall be punished as provided in Section 1-62 of the Code.

Secs. 4-108- 4-120. Reserved.

Section 2. Publication and Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 17th day of February, 2016.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Diana Seele, Town Clerk

By:_____
Mark Romanowski, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this 7th day of March, 2016.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Diana Seele, Town Clerk

By:_____
Mark Romanowski, Mayor

FIRST

AMENDMENT

(Felsburg Holt and Ullevig)

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN AND FELSBURG HOLT & ULLEVIG

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is entered into this ___ day of _____, 2016, by and between THE TOWN OF JOHNSTOWN, COLORADO, hereinafter referred to as "Town," and FELSBURG HOLT & ULLEVIG, hereinafter referred to as "Consultant."

WHEREAS, on or about January 20, 2016, the Town and Consultant entered into an agreement for traffic engineering services related to a traffic signal warrant study at the intersection of U.S. Highway 34 and Larimer Parkway ("Agreement"); and

WHEREAS, the Town desires to expand the scope of services under the Agreement and engage Consultant to prepare a request for proposals for the design and construction of the traffic signal at the subject intersection; and

WHEREAS, the Consultant seeks fees for the additional work in the amount of $2,700.00.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, it is agreed as follows:

1. **Scope of Services**. In addition to the professional services set forth in Paragraph 1 of the Agreement, Consultant agrees to prepare a request for proposals for the design and construction of the traffic signal at the intersection of U.S. Highway 34 and Larimer Parkway and all other professional services set forth in the supplemental proposal, which is attached hereto and incorporated herein by reference as Exhibit A.

2. **Supplemental Compensation**. In addition to the compensation set forth in Paragraph 3 of the Agreement, the Town agrees to pay Consultant the fees in an amount not to exceed $2,700.00, as outlined in Exhibit A.

3. **Validity of Agreement**. Except as expressly modified herein, the Agreement shall remain in full force and effect.

DONE AND DATED this _____day of _____, 2016.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Diana Seele, Town Clerk

By:_____
Mark Romanowski, Mayor

CONSULTANT:

FELSBURG HOLT & ULLEVIG

By: Christopher J. Fasching
Principal (Title)

STATE OF COLORADO)
)ss
COUNTY OF Arapahoe)

SUBSCRIBED AND SWORN to before me this 23rd day of February, 2016, by Christoper J. Fasching as the Principal of Felsburg Holt & Ullevig.

WITNESS my hand and official seal.

My commission expires: 06/25/2019

Susan Woodside
Notary Public

SUSAN WOODSIDE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154024899
MY COMMISSION EXPIRES 06/25/2019

EXHIBIT A

FELSBURG HOLT & ULLEVIG

connecting and enhancing communities

February 24, 2016

Mr. John Franklin
Town of Johnstown
450 S. Parish Ave.
P.O. Box 609
Johnstown, CO 80534

Re: Proposal for Traffic Engineering Services
US 34/Larimer Parkway Traffic Signal Design-Bid-Build RFP Preparation

Dear Mr. Franklin:

At your request, Felsburg Holt & Ullevig is pleased to submit this proposal to prepare a Request For Proposal (RFP) for a Design-Bid-Build traffic signal installation at the intersection of US 34 and Larimer Parkway. The RFP will include the following elements:

1. Invitation to Submit Qualifications
2. Project Requirements
3. Project Coordination and Administration
4. Scope of Work
5. Evaluation Criteria
6. Selection Process
7. Terms and Conditions

We have estimated the cost to prepare the RFP at a maximum budget of $ 2,700.00. This budget does not include any elements not specifically identified above. We would conduct any additional services only at your direction, and subject to an approved change order.

If you find the conditions of this proposal to be acceptable, please sign below and return a copy for our records. Following your notice to proceed, we estimate an approximate two-week schedule for completion of the RFP. Please call if you have any questions.

Sincerely,

FELSBURG HOLT & ULLEVIG

Christopher J. Fasching, P.E., PTOE
Principal

Charles M. Buck, P.E., PTOE
Senior Transportation Engineer

Accepted by _____

Title _____

Date _____

6300 South Syracuse Way, Suite 600 Centennial, CO 80111 tel 303.721.1440 fax 303.721.0832
www.fhueng.com info@fhueng.com

NOTES

DATE: 03/07/16

AGENDA ITEM 9A

AMENDMENT

TO

2534

DESIGN GUIDELINES

LAND USE PLAN

(Thompson Ranch Development Co., on Behalf of AG Spanos)

(*Public Hearing)

***PUBLIC HEARING PROCEDURE-Amendment to 2534 Design Guidelines Proposed Land Use Plan –Multi-Family Use on a Portion of Block 12, 2534**

1. **Open public hearing.**
2. **Receive information from staff.**
3. **Receive information from applicant.**
4. **Public Comment.**

   Lay ground rules. Public shall: (1) state name and address; (2) offer relevant and non-repetitive comments; (3) be limited to three minutes each; and (4) understand that this is not a Q & A session with Council. (While Council may ask questions of the public, the hearing is not an opportunity for the public to question the Council.)

   a. **Ask to hear from anyone who supports the Amendment.**

   b. **Ask to hear from anyone who opposes the Amendment.**

5. **Receive rebuttal from applicant, only if warranted or desired at the time.**
6. **Additional questions from Council, if any. (Council may ask questions at any time until the hearing is closed.)**
7. **Close the public hearing. (No more questions from Council.)**
8. **Ask for discussion.**
9. **Make a decision and/or motion from Council.**

   a. **Need a motion to approve or deny the Amendment.**

   (SUGGESTED MOTIONS);

   For Approval:
   I move to approve the amendment to the 2534 Design Guidelines Proposed Land Use Plan to allow multi-family and accessory uses on a portion of Block 12, 2534 (subject to the following conditions ….).

   For Denial:
   I move to deny approval of the amendment to the 2534 Design Guidelines Proposed Land Use Plan to allow multi-family and accessory uses on a portion of Block 12, 2534.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: March 7, 2016

ITEM NUMBER: 9A

SUBJECT: *Public Hearing – Amendment to 2534 Design Guidelines Proposed Land Use Plan - Multi-Family Use on a Portion of Block 12, 2534

ACTION PROPOSED: Consider Amendment to 2534 Design Guidelines

PRESENTED BY: Mr. John Franklin, Town Planner

AGENDA ITEM DESCRIPTION: This is a request by the owner Thompson Ranch Development Co. on behalf of AG Spanos for approval of an amendment to the 2534 Design Guidelines Land Use Plan ('Plan'). Section 1 of the 2534 Design Guidelines lists uses within various areas of the 2534 development as shown on the Plan. The amendment would designate as Multi-Family Residential and accessory uses, the eastern portion of Block 12, located immediately south of Exposition Drive and west of Thompson Parkway. This site is south of the Gateway Apartments, now nearing completion.

The 2534 Design Guidelines were approved by Town Council in 2004, amended in 2008 to include Commercial Outdoor Recreation Use in 2534 West, and amended in 2013 for the Liberty Arms Institute gun range and the Gateway Apartments, also by AG Spanos.

The Planning and Zoning Commission held a public hearing on February 10, 2016 and voted unanimously to recommend approval with conditions, as follows:

1. The quality of the overall project including architecture and amenities shall be equal or better than the representations provided with the Application for the Amendment request including replacing the proposed siding materials with stucco or with a combination of stone and brick as approved by the Town or with an alternative material approved by the Town, and the overall project shall be subject to the Town's approval through the Final PUD Site Development Plan process;

2. Possible impacts on the proposed multi-family development including but not limited to traffic, parking lots and drives, and site lighting and its intrusion on the nearby single family neighborhood shall be considered in the final design and the overall project and proposed mitigation measures to reduce identified impacts shall be subject to the Town's approval through the Final PUD Site Development Plan process;

3. This conditional approval of the Change in the Land Use Designation is not an approval of the Final PUD Site Development Plan nor the Site Plan nor the Elevations submitted by the Applicant with the Application requesting the Change.

LEGAL ADVICE: If approved, the Town Attorney will prepare a resolution for review at a subsequent meeting.

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: The Planning and Zoning Commission has recommended approval of the amendment with conditions.

SUGGESTED MOTIONS:

For Approval: I move to approve the amendment to 2534 Design Guidelines Proposed Land Use Plan to Allow Multi-Family and accessory uses on a portion of Block 12, 2534 (subject to the following condition(s)…).

For Denial: I move to deny approval of the amendment to 2534 Design Guidelines Proposed Land Use Plan to Allow Multi-Family and accessory uses on a portion of Block 12, 2534.

Reviewed:

Town Manager

PLANNING AND ZONING COMMISSION

SUMMARY MINUTES

SUMMARY MINUTES
PLANNING & ZONING COMMISSION
WEDNESDAY, FEBRUARY 10, 2016
COUNCIL CHAMBERS
450 S. PARISH AVE.

1. CALL TO ORDER: *Acting Chair Dowling called the meeting to order at 7:01 pm.*
2. ROLL CALL: *Present were Commissioners Storms, Kingsolver, Dowling and Montez. Absent were Commissioners Tepper and Eady.*
3. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA: *None*
4. PUBLIC HEARINGS:

A. Amendment to 2534 Design Guidelines to Change the Land Use Designation on a portion of Block 12, 2534 from B.1 Office, Flex and Retail uses to B.2 Office, Flex, Retail and Multi-Family – AG Spanos: *Chair Dowling opened the public hearing at 7:06 pm. Town Planner Franklin introduced the item and presented the staff recommendation. Pete Rossick of AG Spanos presented the request and answered questions.*

Commissioner questions:
What is the code basis for this land use change? (The basis is the adopted 2534 Design Guidelines, essentially the preliminary plan for the overall project.)
Lighting? (A photometric study and fixtures will be provided with the Final Site Development Plan per the Design Guidelines.)
Public Comment:
Ryan Schaeffer, Chrisland Real Estate – spoke in favor of the application, citing the value of quality multi-family housing in a mixed use development such as 2534.
Todd Williams, VP Thompson Ranch Development Co. – spoke in favor of the project, citing the quality of the current Spanos development to the north.
Peggy Kraus, 4825 Tarragon Dr. – Asked about traffic study updates, traffic flow, signal development, lack of street lights, fish and wildlife impacts, view impacts, school impacts.
Mark Mahoney, 4630 Sorrel Lane – agreed with Peggy Kraus, and is concerned the one signalized intersection is not enough.
Walt Sanchez, 4527 Tarragon Dr. – No green space is shown on plan, side road traffic an issue, snow plowing not good, lighting levels may impact his neighborhood like Dairy Services.
L.A. Braman, 4527 Tarragon Dr. – knew about retail, but this multi-family is new and is not supported.
Chair Dowling closed the hearing at 7:45pm and called for discussion and a motion. Discussion of a motion ensued. Motion by Storms, seconded by Montez to recommend approval with conditions:
1. The quality of the overall project including architecture and amenities shall be equal or better than the representations provided with the Application for the Amendment request including replacing the proposed siding materials with stucco or with a combination of stone and brick as approved by the Town or with an alternative material approved by the Town

and the overall project shall be subject to the Town's approval through the Final PUD Site Development Plan process;
2. Possible impacts on the proposed multi-family development including but not limited to traffic, parking lots and drives, and site lighting and its intrusion on the nearby single family neighborhood shall be considered in the final design and the overall project and proposed mitigation measures to reduce identified impacts shall be subject to the Town's approval through the Final PUD Site Development Plan process;
3. This conditional approval of the Change in the Land Use Designation is not an approval of the Final PUD Site Development Plan nor the Site Plan nor the Elevations submitted by the Applicant with the Application requesting the Change.
Unanimous.

B. Use by Special Review for Oil and Gas Exploration – Johnsons Corner 35-F Pad – Extraction Oil and Gas, LLC: *Chair Dowling opened the public hearing at 7:50 pm. Town Planner Franklin introduced the item and presented the staff recommendation. Jason Scott, a Landman with Extraction Oil presented the request and answered questions.*
Commissioner questions:
COGCC inspections? (Unless there are complaints, no routine visits.)
Use of diesel power versus electric? (Depends upon availability of PVREA power. If they use diesel a sound wall will be deployed.)
Long term view of site? (An earth berm is recommended by the Town, the site will not require water for the operations, VOCs will be recaptured.
Flaring? (Yes, for some of the waste gases.)
Water Supply? (Will try to use nearby irrigation sources, CBT water or other.)
Access issues? (Prefers Marketplace Dr., agrees to assessment, will install tracking pad east of pavement end, and will add cover over [Kanab] pipeline. Will clean asphalt as required.)
Public Comment:
Dave Clark, owner of Candlelight Dinner Theater - has questions and is concerned about impacts of grading and drilling and fracking on his theater shows and customers. He is concerned about dust on gravel road, nighttime noise and vibration, oil traffic, workers, mud, odor from wells.
Roger Pilant, owner of lot east of RV Boatel – The operator should just pave the roadway instead of maintaining the gravel.
Chair Dowling closed the hearing at 8:55 pm and asked for discussion and a motion. Commissioner Storms asked about mitigation provisions under Article 9 of the Municipal Code.
Motion by Montez, seconded by Kingsolver to recommend approval with conditions:
1. Access to drill and production area: Following Town policies, if Marketplace Dr. is to be used for access, a third party pavement engineer shall be hired at operator expense to monitor the condition of the improved portion of the roadway to the I-25 east frontage road prior to drilling operations, and then after the wells are completed and the production facility is in place, to determine if this use has had an adverse effect and

would require repairs. The Operator would be responsible to restore the road condition, and provide a refundable damage deposit as security against such repairs.
2. The well site shall be screened and potential impact mitigation pursuant to the provisions of Article 9 of the Town Code and to the Town's satisfaction.
3. Operator shall comply with provisions of Town Code relative to dust mitigation impacts to adjacent properties and tracking on roadways.
4 A Town Right of Way Work Permit will be required for any new access or improvements to existing access points at Town right of way.
5. The Operator shall call for locates prior to sub-grade work,
6. The operator shall work with the business owners (Candlelight Dinner playhouse owner) to address issues prior to Town Council consideration.
7. Operator shall look at a possible split traffic pattern to minimize traffic impacts on marketplace Dr. and present to Town Council.
8. The access road shall meet the requirements of Article 9 of the Town Code.
Unanimous.

5. NEW BUSINESS:

A. Approval of Minutes of January 27, 2016: *Motion by Montez, seconded by Kingsolver to approve the minutes as presented. Unanimous.*

B. Weld County Referrals: *None*

6. STAFF REPORT: *Town Planner Franklin discussed the following items:*

A. Recent Town Council Actions (Attachment)

B. Applications in Review (Attachment)

C. Project and Program Updates:

7. COMMISSIONERS' ITEMS:

8. ADJOURN: *Chair Dowling adjourned the meeting at 9:22pm*

Respectfully submitted by John Franklin, Town Planner, as Secretary to the Commission.

STAFF REPORT
TO
PLANNING AND ZONING
COMMISSION

AGENDA MEMORANDUM

TO: **Johnstown Planning and Zoning Commission**
FROM: **John Franklin, AICP, Town Planner**
DATE: **For February 10, 2016**
SUBJECT: **Public Hearing Regarding an Amendment to 2534 Design Guidelines to Change the Land Use Designation on a portion of Block 12, 2534 from B.1 Office, Flex and Retail uses to B.2 Office, Flex, Retail and Multi-Family**

Property Information

Applicant: AG Spanos
Owner: Thompson Ranch development Company
Location: South of Exposition Dr. and west of Thompson Parkway
Property Size: 8.7± acres
Comprehensive Plan Designation: Commercial
Current Zoning: PUD-MU; Retail, Office, Flex per 2534 Design Guidelines
Current Use(s) of Property: Vacant
Surrounding Land Uses/Zoning:

North: Exposition Dr.; vacant; apartments/PUD-MU
South: Vacant/Larimer County F/A; PUD-MU – Single Family Residential
East: Vacant/PUD-MU - Office, Flex and Retail
West: Vacant/PUD-MU - Office, Flex and Retail

Summary of Application: The owners of the property have requested Town approval of an amendment to the 2534 Design Guidelines, Proposed Land Use Plan. The amendment would allow Multi-Family Residential, a Principal Use as described in Section 1.4.1, and Residential Accessory uses as described in Section 1.4.2 of the Guidelines to be in effect for the east portion of Block 12 which currently designated for Office, Flex and Retail Uses. The applicant proposes to construct approximately 232 apartments of similar quality as the nearby Gateway Apartments.

Prior Actions: The overall 2534 Design Guidelines were amended in 2008 to allow Outdoor Recreation Uses (Boondocks Family Fun Center), and in 2013 for the Liberty Arms Institute gun range use and to allow the Gateway Apartments.

Existing and Proposed Land Use(s): The property is presently vacant, and the proposal is for a Multi-Family and accessory uses in the southwest corner of Exposition Dr. and Thompson Parkway.

Design Guidelines: The 2534 Design Guidelines will apply.

Technical Analysis

Relationship to Town Vision and Strategic Plan: "Ensure a balance of housing types." The Johnstown Comprehensive Area Plan designates higher density residential development around and outside of commercial areas, to provide a full range of housing opportunities and to provide for a transition to single family residential development. Multi-Family and single family residential were envisioned in the southern portion of the 2534 development.

The 2534 development is envisioned by the Town Council as a major contributor to the local economy, with a large proportion of the property designated for retail and employment and the on-going generation of sales tax revenue. The previous Multi-Family amendment included a market review and assessment of the economic impact of this change, and offered that the additional residential will generate retail customers and not seriously impact the overall commercial growth or prospective sales tax revenue of the development.

Public Health and Safety Impacts: No special public health and safety impacts are noted.

Access and Traffic: Primary access to the site will be from Exposition Drive (collector). Traffic management and access points are subject to Town Traffic Engineer review and recommendations at Final PUD Site Development Plan, prior to development.

Utilities: The property is within the Town's service area. Sanitary sewer will be treated at Low Point Wastewater treatment Plant. Stormwater is to be collected and detained in a private, regional detention facility. A stormwater development fee has been paid for the site at time of plat. Due to the change in use, the water and sewer pipe capacities will need to be analyzed

Mineral Interests and Operations: There are no oil/gas wells or production facilities approved for the site.

Parks and Open Space: On-site, private recreation amenities and landscaped common areas are anticipated. Sidewalk access is required.

Schools: The property is located within the Thompson School District. A school bus stop near the property currently serves the children from Thompson Crossing.

Architectural Design: High quality design and materials are anticipated. A preliminary concept is provided. Final design review will be by the owners group (DRC) and Town Staff (JRC) in accordance with the 2534 Design Guidelines. Town staff has recommended against use of siding in favor of stucco and stone/brick.

Landscaping: Landscaping shall comply with Johnstown Landscape Standards and Specifications, and 2534 Design Guidelines.

Fencing and Screening: Not known – subject to Final Development Plan. The Great Western Railroad tracks adjoin the development to the south and should be screened and fenced.

Lighting and Street Furniture: Not known – subject to Final Development Plan.

Signage: Signage shall conform the Town Sign Code.

Phasing: The property will be developed in one or more phases.

Attachments: Written request narrative, concept plan.

Crucial Referral Responses: None

Staff Report

Technical Findings:

- The proposed Multi-Family use and related accessory uses are currently listed in the 2534 Design Guidelines.
- The introduction of quality higher density residential in a mixed use development is consistent with other mixed use development plans in the Town.
- Architecture, site plan, civil engineering and traffic movements will be submitted for review as part of the required Final PUD development Plan

process described in the 2534 Guidelines. Town staff has against use of siding on the buildings.

- The proposed apartments are near the high-quality Thompson Crossing single family neighborhood. Potential impacts of the proposed multi-family such as traffic, screening of parking, lighting will need to be considered in the final design.

Staff Recommendation:

Staff recommends approval of the Amendment to 2534 Design Guidelines to Change the Land Use Designation on a portion of Block 12, 2534 from B.1 Office, Flex and Retail uses to B.2 Office, Flex, Retail and Multi-Family with conditions, as follows:

1. The quality of the overall project including architecture and amenities shall be equal or better than the representations provided with the request, including replacing the siding materials with stucco, or stone/brick.
2. Potential impacts of the proposed multi-family such as traffic, parking lots and drives, and site lighting on the nearby single family neighborhood will need to be considered in the final design.

Planning Commission Action

1. **Recommendation:**
   "I move that the Commission recommend approval of the Amendment to 2534 Design Guidelines to Change the Land Use Designation on a portion of Block 12, 2534 from B.1 Office, Flex and Retail uses to B.2 Office, Flex, Retail and Multi-Family."

Or,

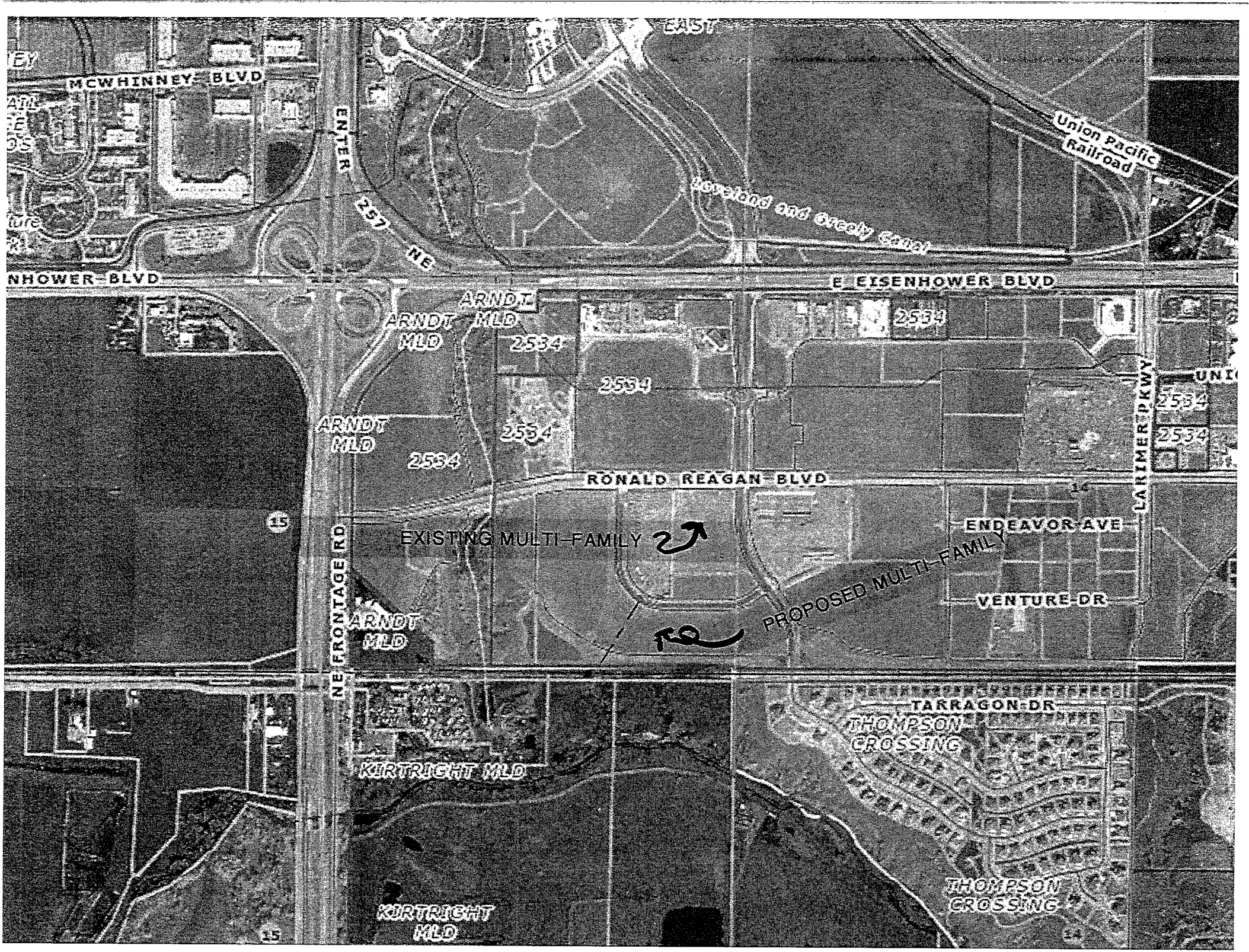
2. **Recommendation with Conditions:**
   "I move that the Commission recommend approval of the Amendment to 2534 Design Guidelines to Change the Land Use Designation on a portion of Block 12, 2534 from B.1 Office, Flex and Retail uses to B.2 Office, Flex, Retail and Multi-Family with the following condition(s):
   a) _____;
   b) Etc."

Or,

3. **Recommend denial:**
   "I move that the Commission recommend denial of the Amendment to 2534 Design Guidelines to Change the Land Use Designation on a portion of Block 12, 2534 from B.1 Office, Flex and Retail uses to B.2 Office, Flex, Retail and Multi-Family for the following reasons:

a) _____;
b) _____;
c) Etc."

VICINITY MAP


MCWHINNEY BLVD
EAST
Union Pacific Railroad
Loveland and Greeley Canal
E EISENHOWER BLVD
ARNDT MLD
2534
RONALD REAGAN BLVD
LARIMER PKWY
ENDEAVOR AVE
VENTURE DR
EXISTING MULTI-FAMILY
PROPOSED MULTI-FAMILY
NE FRONTAGE RD
KIRTRIGHT MLD
TARRAGON DR
THOMPSON CROSSING

APPLICATION

Town of
Johnstown

450 S. Parish Ave. Johnstown, CO 80534
Ph: 970-587-4664 Fax: 970-587-0141

COMMUNITY DEVELOPMENT APPLICATION

Date: December 20, 2015

Project Name: AG Spanos Gateway II - 2534 Block 12 Multifamily Amendment

Application is for: ☐ **Annexation** ☐ **Zoning** ☐ **Subdivision** ☒ **Other (please specify)** Amend 2534 Design Guidelines

Landowner: Thompson Ranch Development Company

Address: 5255 Ronald Reagan Boulevard, Suite 220

Johnstown, CO 80534

Telephone: 303-653-3940

Authorized Representative: Susan Stanton, The Stanton Solution, LLC on behalf of AG Spanos

Address: 2373 Central Park Boulevard, Suite 100

Denver, CO 80238

Telephone: 303-957-7078 ; **Fax Number:** 303-333-9786 ; **E-Mail:** susan@thestantonsolution.com

Landowner Authorization:

The undersigned affirms ownership of the property pertaining to this application, and hereby applies to the Town of Johnstown, Colorado for the above indicated development review process, and authorizes the individual or company stated as ""authorized representative" to represent me/us in all aspects of said process.

Dale Boehner president
Signature of Landowner

Signature of Landowner

STATE OF COLORADO)
)ss
COUNTY OF Larimer)

The foregoing application was subscribed and sworn to before me this 22nd day of December, A.D., 2015, by Dale L. Boehner.

Witness my hand and official seal.

My commission expires: 11/5/16

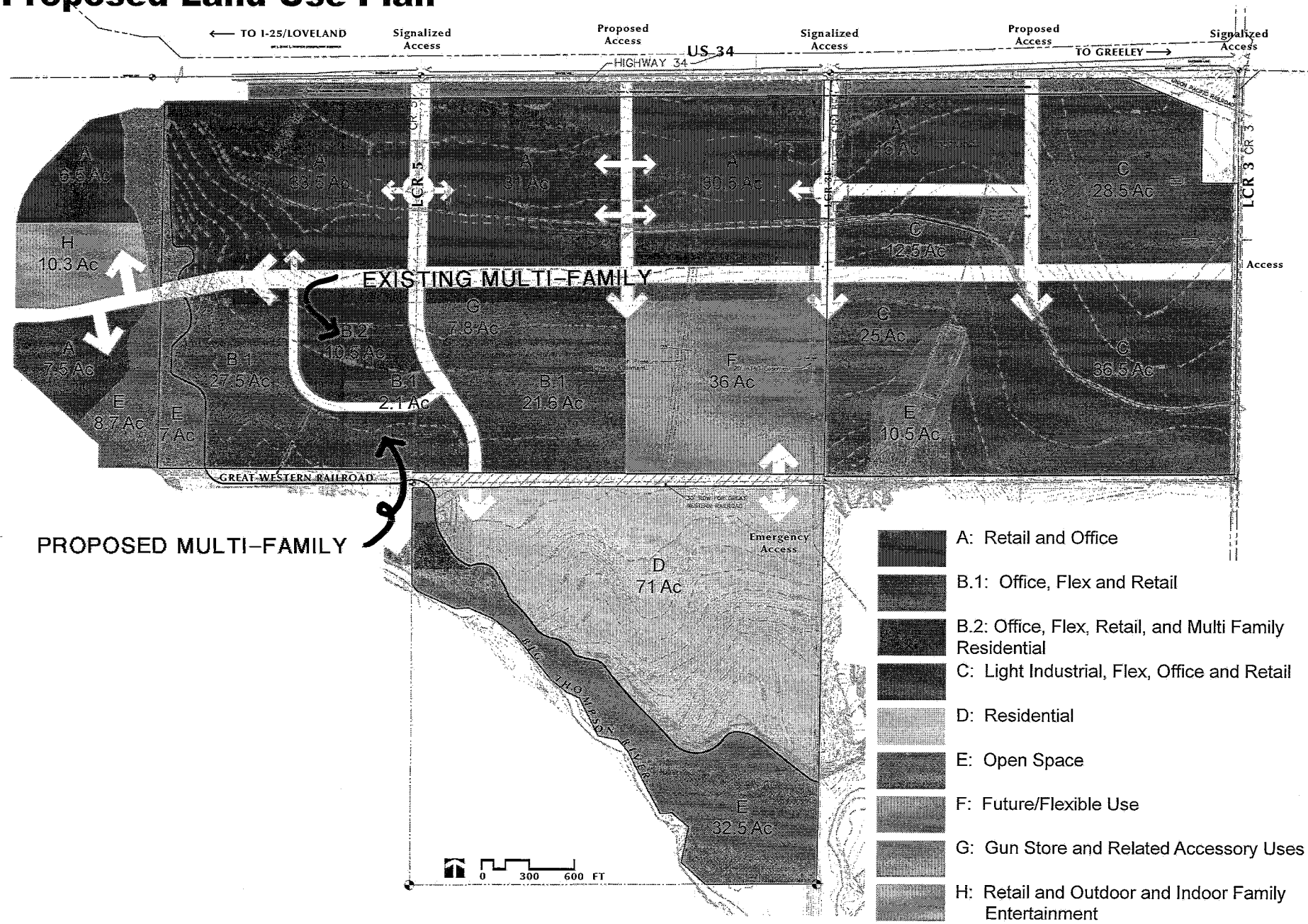
Notary Public

JORGE GARCIA
Notary Public
State of Colorado
Notary ID 20084036869
My Commission Expires Nov 5, 2016

2534 Design Guidelines

Land Use Map

Proposed Land Use Plan



Project data

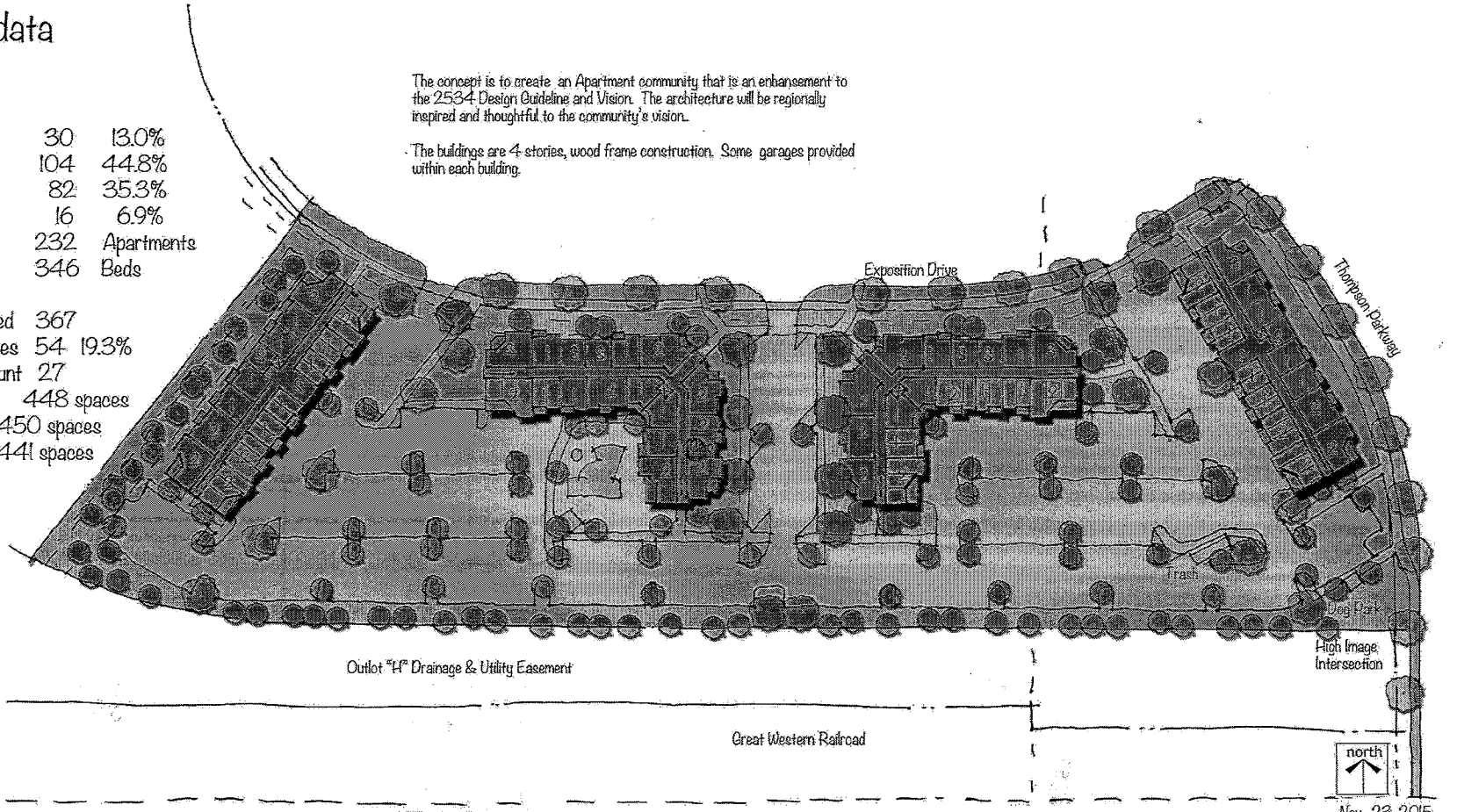
8.659 acres

Studios	30	13.0%
1 BDRMs	104	44.8%
2 BDRMs	82	35.3%
3 BDRMs	16	6.9%
	232	Apartments
	346	Beds

Surtface Parked 367
attached garages 54 19.3%
half tandem count 27
Total Parking 448 spaces
346 x 1.3 = 450 spaces
232 x 1.9 = 441 spaces

The concept is to create an Apartment community that is an enhancement to the 2534 Design Guideline and Vision. The architecture will be regionally inspired and thoughtful to the community's vision.

The buildings are 4 stories, wood frame construction. Some garages provided within each building.



Johnstown Apartment Community

Conceptual Site Plan

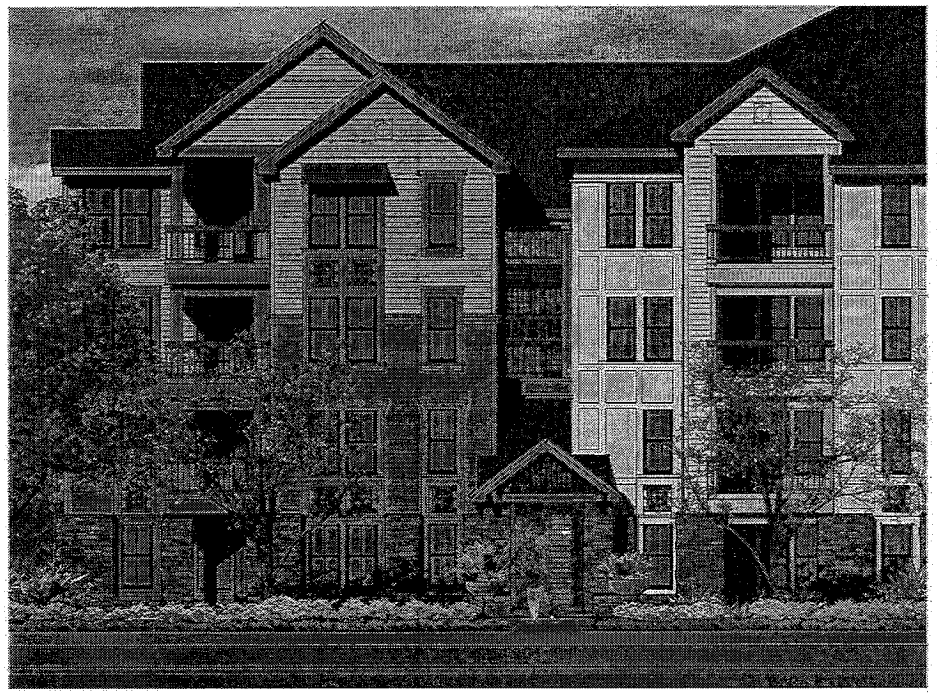
Developer - The Spanos Corporation Architect - Charlan Brock Associates

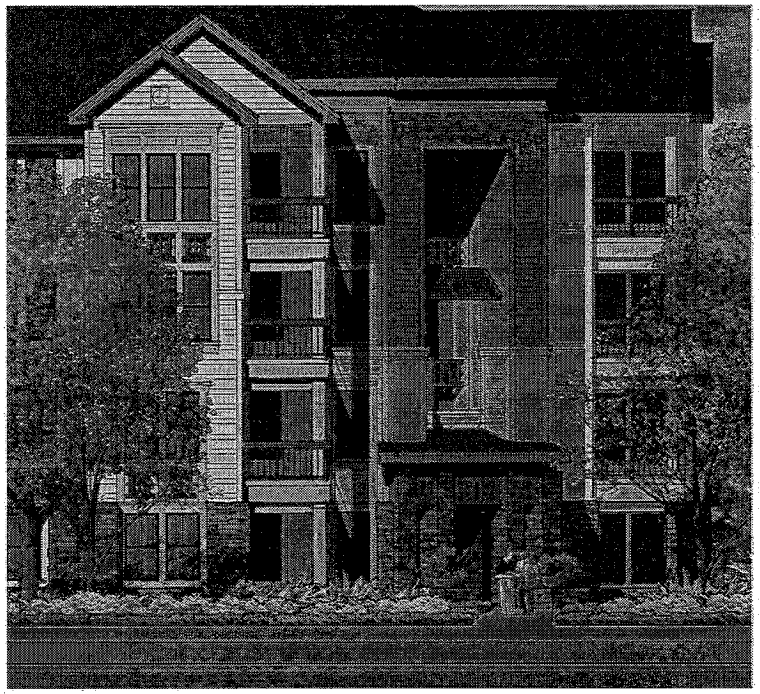
JOHNSTOWN APARTMENTS

CONCEPTUAL ELEVATION

DEVELOPER - THE SPANOS CORPORATION ARCHITECT - CHARLAN BROCK ASSOCIATES

NOVEMBER 22, 2015





JOHNSTOWN APARTMENTS

CONCEPTUAL ELEVATION

DEVELOPER-THE SPANOS CORPORATION ARCHITECT-CHARLAN BROCK ASSOCIATES

NOVEMBER 22, 2015

NOTES

DATE: 03/07/16

AGENDA ITEM 9B

RETAIL
LIQUOR STORE
LICENSE
RENEWAL
(Johnstown Liquor, Inc.)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: March 7, 2016

ITEM NUMBER: 9B

SUBJECT: Consider Retail Liquor Store License Renewal for Johnstown Liquor, Inc.

ACTION PROPOSED: Approve Retail Liquor License Renewal

PRESENTED BY: Town Clerk, Police Chief

AGENDA ITEM DESCRIPTION: Benjamin O. Fisher, owner of Johnstown Liquor, has submitted a renewal application to the Town Clerk for a Retail Liquor Store License renewal, located at 21 S. Parish Avenue, Johnstown, CO. The required fees for the renewal application have been submitted to the Clerk's office. According to the Johnstown Police Department, the establishment has cooperated with law enforcement officials and there have been no violations of the liquor code during the last licensing period.

The Town Council acts as the Local Licensing Authority and is responsible for reviewing and issuing liquor licenses.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Consider Approval of Retail Liquor Store License Renewal.

SUGGESTED MOTIONS:

For Approval: I move to approve the Retail Liquor Store License renewal for Johnstown Liquor, Inc.

For Denial: I move to deny approval of the Retail Liquor Store License renewal for Johnstown Liquor, Inc.

Reviewed:

Town Manager

RENEWAL
APPLICATION

DR 8400 (Revised 09/01/12)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
SUBMIT TO LOCAL LICENSING AUTHORITY

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	$227.50
Storage Permit $100 x ___	
Optional Premise $100 x ___	
Amount Due/Paid	$227.50

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

JOHNSTOWN LIQUOR
PO BOX 632
JOHNSTOWN CO 80534

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name	DBA			
JOHNSTOWN LIQUOR INC.	JOHNSTOWN LIQUOR			
Liquor License # / License Type		Sales Tax License #	Expiration Date	Due Date
14727390000 / Liquor Store (city)		14727930000	2/20/2016	1/6/2016
Street Address				Phone Number
21 S PARISH AVE JOHNSTOWN CO 80534-9099				(970) 587-2929
Mailing Address				
PO BOX 632 JOHNSTOWN CO 80534				
Operating Manager	Date of Birth	Home Address		Phone Number
Ben Fisher	8/2/85	512 12th St., Gilcrest, CO 80623		(303) 947-1396

1. Do you have legal possession of the premises at the street address above? ☑ YES ☐ NO
   Is the premises owned or rented? ☐ Owned ☑ Rented* *If rented, expiration date of lease 5/4/2017
2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ YES ☑ NO
   NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ YES ☑ NO
4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ YES ☑ NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ YES ☑ NO
6. **SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and **attach a copy of their driver's license, state-issued ID or valid passport.**

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Ben Fisher	President
Signature	Date
Ben Fisher	2-17-16

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For		Date
Signature	Title	Attest

POLICE

REPORTS

Agenda Item No.
COUNCIL DATE: 03/07/2016

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Information 3.2% Beer or Liquor Application

Name and address of Applicant}	Benjamin Fisher 512 12th Street Gilcrest, CO 80623
1. Trade Name and Address}	Johnstown Liquor 21 S. Parish Johnstown, CO 80534
2. Date of Application:	02/19/2016
3. Type of Application:	Retail Liquor Store License

4. Documents Accompanying Application
   A. Local and State License Fees} Submitted with application
   B. Evidence of Correct Zoning} CBD
   C. Building Plans and or Sketch of Interior} N/A
   D. Distance from School as per State} N/A
   E. Deed or Lease or Assignment of Lease or Ownership} Leased

5. Evidence of Public Notice
   A. Posting of Premises} N/A
   B. Legal Publication } N/A

6. Investigation: Police Department Case#}
   A. Applicant has made application for renewal of their Retail Liquor Store License
   B. Johnstown Liquor has operated legally during its last license period.
   C. Cooperation with law enforcement has been good.

8. Findings of fact:
   A. Johnstown Liquor presently holds license 147239-0000 that expires February 20, 2016
   B. The required fees were submitted.
   C. It is my recommendation that the renewal be approved.

CHIEF OF POLICE

2/25/16
DATE

JOHNSTOWN POLICE DEPT.
LIQUOR LICENSE RENEWAL INFORMATION SHEET

APPLICANT: **Johnstown Liquor**

ADDRESS: **21 S. Parish Avenue**

TYPE LICENSE: **Retail Liquor Store**

POLICE CALLS FOR SERVICE AT THIS LOCATION:

LIQUOR VIOLATIONS AT THIS LOCATION:

ARRESTS DUE TO ALCOHOL AT THIS LOCATION:

JPD RECOMMENDATION FOR RENEWAL: YES XXX NO _____

REPORTING OFFICER: S [signature]

DATE: 2/25/16

EMPLOYEES ATTENDED ALCOHOL TRAINING CLASSES: 2

NOTES

DATE: 03/07/16

AGENDA ITEM 9C

PROFESSIONAL SERVICES AGREEMENT

(Weld County Road 50 Interim Arterial Project)

(Galloway & Company, Inc.)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: March 7, 2016

ITEM NUMBER: 9C

SUBJECT: Consider Professional Services Agreement with Galloway & Company, Inc. for Civil Engineering Design and Construction Drawings Preparation for the Weld County Road (WCR) 50 Interim Arterial Project

ACTION PROPOSED: Approve Agreement with Galloway & Company, Inc.

PRESENTED BY: Town Manager

AGENDA ITEM DESCRIPTION: A Request for Proposals (RFP's) for civil engineering design and construction drawings preparation for the WCR 50 Interim Arterial Project (please refer to attached scope of services) was posted on the Town's web page and also sent to several engineering firms known to have an interest in the project. A total of five (5) firms responded to the Town's solicitation (TTG Engineers-Denver, Galloway, RG & Associates, Bohannan Hudson and Rocksol)

Following a review of the proposals, scope of services and fee amount Town staff is recommending the professional services agreement for civil engineering design and construction drawings preparation for the WCR 50 Interim Arterial Project be approved with Galloway & Company Inc. (lowest cost proposal submitted).

LEGAL ADVICE: The Town Attorney has reviewed the agreement.

FINANCIAL ADVICE: According to the Town Treasurer, sufficient funds have been budgeted for the project.

RECOMMENDED ACTION: Approve agreement with Galloway & Company, Inc. for civil engineering design and construction drawings preparation for the WCR 50 Interim Arterial Project.

SUGGESTED MOTIONS:

For Approval: I move to approve the professional services agreement with Galloway & Company, Inc. for civil engineering design and construction drawings preparation for the Weld County Road 50 Interim Arterial Project in an amount not to exceed **$75,935** and authorize the Mayor to sign the agreement.

For Denial: I move to deny approval of the professional services agreement.

Reviewed:

Town Manager

AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2016, by and between THE TOWN OF JOHNSTOWN, COLORADO, hereinafter referred to as "Town," and Galloway & Company, Inc., hereinafter referred to as "Consultant."

WHEREAS, the Town desires Civil Engineering Design services for the preparation of WCR 50 Interim Arterial Construction Drawing and;

WHEREAS, Consultant has the background, expertise, and education to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, it is agreed as follows:

1. **Scope of Services**. Consultant agrees to perform professional services as outlined in the proposal dated February 19, 2016 and addendum dated February 24, 2016, attached as Exhibit A and in conformance with the requirements in Exhibit B, which exhibits are attached hereto and incorporated herein by reference. Consultant shall direct and endeavor to ensure that its subcontractors comply with this Agreement

2. **Term of Agreement**. Consultant shall proceed with the performance of the services set forth in Exhibit A. In providing these services, Consultant shall work directly with the Town's _____ and under [his/her] direction.

3. **Compensation.** The Town agrees to pay Consultant the fee as outlined on the attached Exhibit A, an amount not to exceed $75,935.00. Payment for services shall be provided to Consultant within thirty (30) days of Consultant's providing a detailed statement to the Town.

4. **Insurance**
   A. Consultant agrees to obtain and maintain, at Consultant's expense, and shall cause each subcontractor of the Consultant to obtain and maintain, unless such coverage is provided by Consultant, such insurance as will protect the Consultant from claims under the Workmen's Compensation Act, and such comprehensive general liability insurance and automobile liability insurance as will protect the Consultant from all claims for bodily injury, death, or property damage which may arise from the performance by the Consultant, or by the Consultant's employees, of the Consultant's functions and services required under this Agreement. The amounts of liability insurance shall not be less than $150,000.00 per person/$600,000.00 per accident and $600,000.00 property damage. Consultant shall provide a Certificate of Insurance in accordance with the above requirements upon execution of this contract.

   B. Consultant shall be responsible for all damages, including all normally foreseeable damages, resulting from negligent errors and omissions of the Consultant.

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

5. **Termination**. Either party to this Agreement may terminate this Agreement with or without good cause shown by giving the other thirty (30) days notice in writing. Upon delivery of such notice by the Town to the Consultant, and upon expiration of the 30-day period, the Consultant shall discontinue all services in connection with the performance of this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement showing in detail the services performed under this Agreement to the date of termination.

   The Town shall then pay Consultant promptly that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed work prepared under this Agreement shall be delivered to the Town when and if this Agreement is terminated.

6. **Addresses of Notices and Communications**. All notices and communications under this Agreement to be mailed or delivered to Consultant shall be to the following address:

   Galloway & Company, Inc.
   Attn: Robert Van Uffelen
   3760 E. 15th Street, Suite 202
   Loveland, CO 80538

   All notices and communications pertaining to this Agreement shall be mailed or delivered to the Town at the following address:

   Town of Johnstown
   Attn: Town Manager
   P.O. Box 609
   Johnstown, CO 80534

7. **Miscellaneous Terms**.

   A. **Indemnification**. Consultant agrees to indemnify and hold harmless the Town and its officers, employees and agents from any and all ~~claims~~, losses, injuries, damages and lawsuits and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the negligent acts or omissions of Consultant or its subcontractor in the performance of services as set forth in this Agreement. DAG 2/26/16

   B. **Modifications**. This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the parties hereto.

C. **Independent Consultant**. Consultant and its employees and agents shall be considered for all purposes of this Agreement to be independent Consultants and not employees or agents of the Town, and therefore, benefits such as medical, workers compensation, etc., shall not be available to Consultant, its employees, agents or subcontractors.

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

E. **Neutrality**. Consultant assures that it will establish safeguards to prohibit its employees, agents, or servants from using this Agreement for any purpose which causes or lends itself to create an appearance of impropriety. Said employees, agents, or servants shall not seek any personal benefits of private gain for themselves, their families, or others.

No member of Town government, whether individual officers or employees, shall be entitled to any personal share, or afforded any pecuniary gain, remuneration, or part of this Agreement or any benefit that may arise therefrom.

F. **Conflicts of Interest**. During the term of this Agreement, Consultant shall not perform similar services for persons, firms, or entities which have the potential to create a conflict of interest unless this is disclosed to and approved by the Town in writing.

G. **Governing Law and Venue**. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown. Venue for any claim, proceeding or action arising out of this Agreement shall be in Larimer or Weld County, Colorado.

H. **Severability**. Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect, unless such determination is so material as to render the main purpose of this Agreement unworkable.

I. **Transfer and Assignment**. Consultant shall not assign or transfer its interest in this Agreement without the written consent of the Town. Any unauthorized assignment or transfer shall render this Agreement null, void, and of no effect as to the Town.

J. **No Presumption**. Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. In the event of any dispute, disagreement or controversy arising from this Agreement, the parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

K. **Costs and Attorney Fees.** In the event legal action is required to enforce the provisions of this Agreement, the court shall award to the prevailing party all reasonable costs and expenses, including attorney's fees.

L. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings.

M. **Binding Effect**. The terms and conditions of this Agreement shall be binding upon Consultant, its successors, transferees and assignees.

N. **No Third Party Beneficiaries**. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Town and the Consultant.

O. **No Public Official Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town. Consultant's officers, directors, and employees shall not be personally liable for any of the professional services under this agreement or the performance of this agreement; assuming Galloway & Company Inc. remains a legal entity in good standing under Colorado law and the Consultants' officers, directors and employees are acting within the course and scope of their duties.

DAC 2/26/16

P. **Compliance with the Law**. Consultant shall comply with all federal, state and local laws in the performance of the services under this Agreement.

DONE AND DATED this _____ day of _____, 201__.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Diana Seele, Town Clerk

By:_____
Mark Romanowski, Mayor

CONSULTANT:

Galloway & Company

By: David A. Gueting, President
Title

STATE OF COLORADO)
)ss
COUNTY OF Arapahoe

SUBSCRIBED AND SWORN to before me this 26th day of February 2016, by David A. Gueting as the President of Galloway & Company, Inc.

WITNESS my hand and official seal.

My commission expires: October 4, 2016

PATRICIA L HADJINICOLAOU
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984015021
MY COMMISSION EXPIRES OCTOBER 4, 2016

Patricia L Hadjinicolaou
Notary Public

Galloway
Planning. Architecture. Engineering.

EXHIBIT A

February 24, 2016

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

Re: Weld County Road 50 Interim Arterial Project; RFP Additional Services

Dear Mr. Franklin,

In addition to the base services in the *Weld County Road 50 Interim Arterial Project Professional Services agreement dated February 19, 2016*, Galloway will provide the following requested additional services:

Construction Administration

- Client coordination regarding civil related construction activities
- Construction observations every two weeks (8 visits based upon 4 month construction schedule)
- Prepare Field Observation Reports for each site visit
- Assist the Town with responses to civil engineering Requests for Information (RFI)
- Review Contractor's submittal items for general conformance with contract requirements (product control)
- Review Contractor's shop drawings for general conformance with contract requirements
- Assist the Town with the review of project pay applications
- Project closeout
    - Initial Punch Walk - Walk the site with the Town and the Contractor, and prepare a Punchlist Report
    - Final Punch Walk – Verify Punchlist has been completed

Estimated Fee for Construction Administration: $6,800.00 (Not to Exceed)

Reimbursable Expenses

Project related expenses are in addition to compensation for the professional services itemized in the Professional Services Agreement and include expenses incurred by Galloway in the interest of the project. Typical reimbursable expenses include, but are not limited to:

- Project related mileage.
- Reproduction costs for package submittals.
- Postage, handling of drawings and documents.
- Courier delivery of project documents.

Town of Johnstown
WCR 50 RFP
February 23, 2016

Estimate Fee for Reimbursable Expenses: $2,500.00 (Not to Exceed)

The following summarizes the design fees for the project. It is our understanding that the Town prefers to hold a separate RFP for Geotechnical services. Therefore, Geotechnical services are no longer included in the original Professional Services Agreement.

Scope of Services	**Fixed Fee**
Original PSA (not including Geotech)	$66,635.00
Construction Administration	$6,800.00
Reimbursable Expenses	$2,500.00
TOTAL CONTRACT FEES	**$75,935.00 (Not to Exceed)**

All terms and conditions of the original contract remain the same. If you have any questions, please feel free to contact me at (303)770-8884. Again, thank you for considering Galloway!

Sincerely,
GALLOWAY & COMPANY, INC.

Robert W. Van Uffelen, Loveland Office Manager
RobVanUffelen@GallowayUS.com

Galloway
Planning. Architecture. Engineering.

February 19, 2016

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

RE: Weld County Road 50 Interim Arterial Project; Professional Services Proposal

Dear Mr. Franklin:

Galloway is pleased to provide our Professional Services Agreement (PSA) to Town of Johnstown for the Weld County Road 50 Interim Arterial Project, in Johnston, Colorado. It is understood that the project scope includes civil engineering design services for roadway and related improvements to Weld County Road 50 Road from I-25 East Frontage Road to Weld County Road 13. The requested scope of services and associated fees are outlined in Exhibit A of this PSA.

Galloway is a full-service engineering, architecture and planning company that has provided comprehensive land development services since 1982 and is licensed in 43 states. With offices in Colorado, Utah and California, we provide all major services under one roof and have the capabilities necessary to successfully manage a project from planning through construction completion. Galloway's services include due diligence; land development consulting; site planning; civil, mechanical, electrical and structural engineering; architecture; landscape architecture; site lighting analysis; and construction contract administration. Our diverse client base includes local, regional and national developers, builders and retailers. We pride ourselves on providing quality, cost-effective, and reliable services and building enduring client relationships.

If the general terms of this proposal are acceptable, Galloway is prepared to execute this PSA, or upon review and mutual agreement of the contractual conditions, the Client's PSA. In either case, the attached Scope of Services, and any mutually agreeable revisions thereto, would be incorporated into said PSA.

We appreciate the opportunity to submit our professional services proposal to you. Galloway strives to provide a superior level of service that reflects our dedication to timely and cost-effective projects, exceptional communication and the highest-quality deliverables. We are committed to your project's success and look forward to working with you. If you have any questions, please feel free to contact me at (303)770-8884. Again, thank you for considering Galloway!

Sincerely,
GALLOWAY & COMPANY, INC.

Robert W. Van Uffelen, Loveland Office Manager
RobVanUffelen@GallowayUS.com

DRAFT

SCOPE OF SERVICES and COMPENSATION
for
NORTH SECOND STREET PROJECT

PROJECT DESCRIPTION

The subject project is one half mile long located between Greely Street and Parish Avenue in Johnstown, Colorado. This proposal includes fees for the design of roadway improvements for North Second Street that includes curb, gutter, sidewalk and related drainage.

CLIENT RESPONSIBILITIES

The following items will be provided by Client:

1. Traffic Report
2. Town Utility Maps
3. Irrigation Ditch Maps
4. Provide a Title Report/Commitment with supporting documents prior to commencement of survey.

PROJECT ASSUMPTIONS

In preparing this estimate, the following assumptions were made:

Land Use

- No change in existing land use is required for the project.
- No change in the Town's master plan is required for development of project.
- No rezoning is required for the project.
- The project does not require Right-of-Way acquisition.

Reports and Documents

- The Client will provide Galloway with all existing approved documents, both in paper and electronic media (AutoCAD 2004 or later), created by previous consultants on this project.
- The Client will order the necessary environmental studies needed for Galloway to process any required right-of-way dedication for this project.

Planning and Approval

- Galloway will prepare engineered drawings and supplemental reports for multiple submittal applications, as defined in the scope of this proposal, including materials for the pre-application meeting and concept review as well as the preparation of the civil construction drawings and construction permits.

- Any easements and/or easement exhibits required for final entitlements will be provided on a time and materials basis.
- Neighborhood meetings will be handled by the Client. Galloway is available to assist, as requested.

Utilities and Traffic

- An overall traffic study may not be required because the project does not change its use. It should be noted that relocation of the access points will require curb, gutter and landscaping improvements in the right-of-way. This proposal was prepared with the assumption that the access points are not being relocated as part of this project.

Detention and Drainage

- The Town requires permanent structural storm water quality best management practices for new development or redevelopments that have 1 acre or more of disturbed area. This proposal assumes that the Town will waive structural storm water quality best management practices for this project since it is an existing condition. This waiver request will be prepared in association with a "drainage letter" to the Town requesting such waiver. Should the waiver for storm water quality best management practices not be approved, a full drainage study will be required (which is not included in this proposal).

Permitting and Construction

- The Owner shall pay all entitlement and construction fees.
- The Owner or their assigns will handle the bid process including bid document assembly and distribution.
- The Owner or their assigns will manage all construction activity and testing.
- The Owner's contractor will obtain all local, state, federal and other jurisdictional construction permits necessary for construction of the project.

SCOPE OF SERVICES TO BE PROVIDED BY GALLOWAY

Galloway offers complete project development services that are identified within the following phases for billing and tracking purposes. Project setup and billing arrangements can be defined based on your direction upon commencement of work by Galloway.

A. Site Survey (provided by King Surveyors)
B. Civil Documents and Reports
C. Construction Services Phase (on as needed basis)

We understand that Client has requested the civil construction documents to be separated as outlined below:

Preliminary Design

Coordinate aspects of the project with the Town staff, utilities and irrigation companies as needed. Conduct field investigations that will include establishing the survey control for the project, identifying the existing utilities, existing storm sewer crossings and drainage patterns and completing a soils testing program. Design the roadway improvements, intersections within the project corridor and applicable drainage crossings for the associated improvements. A pavement design will also be included in the design of the roadway improvements. Galloway will conduct a public meeting with adjacent property owners. The preliminary roadway design will be submitted to the Town for review along with detailed opinions of probable construction costs.

Final Design

Develop final design review plans that will be submitted to the Town for comments. After the Town has accepted the final plans, Galloway will supply the Town with stamped 22-inch by 34-inch mylar reproducibles along with an original stamped set of 11-inch by 17-inch plans. The final construction documents will be accompanied by a detailed opinion of probable construction costs for the project with the final design review plans and at Advertisement. Develop Construction Specifications that coincide with the plans that follow the Johnstown Public Improvement Design Standards and Specifications. Assist the Town with the advertisement and pre-bid meeting for the Project. Provide consultation services on as needed basis during construction.

The aforementioned phases are included in the following scope, Site Survey Phase, Civil Documents and Reports.

A discussion of requested services follows.

A. SITE SURVEY PHASE (provided by King Surveyors)

This subject roadway is Weld County Road 50 (WCR 50) from the I-25 East Frontage Road to Weld County Road 13. The total length of roadway to be surveyed being approximately 2 miles. This survey will be tied to a Town of Johnstown Bench Mark (NAVD 1988) and will be tied to State Plane Coordinates, North Zone 1983/13. Underground utility locates will be provided by Primo Locating and King Surveyors will locate all the marks made by the respective utility companies. Approximately 10 section corners will be located so that platted property lines, platted easements, deeded property lines and I25 right of way lines can be shown on the survey.

If Client requires a specific horizontal or vertical datum to be used, Client must provide the datum requirements prior to commencement of the survey. If the horizontal or vertical reference points to be used for the survey create an additional effort to capture or gain access to, additional fees may apply.

Fixed Fee for Site Survey: $14,635.00

B. CIVIL DOCUMENTS AND REPORTS PHASE

Galloway will provide engineering services to generate and/or coordinate all necessary detailed, fully-engineered civil construction documents for all site improvements. Galloway's services and activities include reports, analysis, modeling, meetings and coordination as specifically listed below.

Civil Documents and Reports Activities and Services

- Civil Document Code Investigations
- Civil Document Approval Coordination
- Municipal Meetings – 3 Meeting(s) Estimated
- Consultant Coordination
- Opinion of Probable Costs (Civil Construction Level)
- Title Sheet – 1 Sheet(s)
- Demolition Plans – 10 Sheet(s)
- Site Plans, Horizontal Control and Details – 10 Sheet(s)
- Erosion Control Plans and Reports – 10 Sheet(s)
- Grading Plans and Analysis – 10 Sheet(s)
- Drainage Plans and Letter – 2 Sheet(s)
- Master Utility Plans– 3 Sheet(s)
- Storm Sewer Plans, Profiles and Details – 4 Sheet(s)
- Paving and Striping Plans – 10 Sheet(s)
- Roadway Plans, Profiles, Sections, and Details – 15 Sheet(s)
- Conduct one Neighborhood Meeting with the Town and the adjacent property owners.

Civil Reports, Analysis and Modeling Information

- Final Erosion and Sediment Control Report
- Final Drainage Letter, Hydrology & Hydraulic Analysis
- Opinion of Probable Costs (CD Level – 10% Contingency)
- Final Earthwork Analysis

Special Reports, Analysis and Modeling

- Civil Specifications
- Pavement Design (provided by PSI)

Preparation of all legal descriptions, plats, easements, project specifications, bid forms, bid coordination and exhibits not related to specific construction plan approval (unless specifically listed within this proposal) will be considered an additional service.

Fixed Fee for Civil Documents and Reports Phase: $52,000.00
Pavement Design (provided by PSI): $7,245.00

C. CONSTRUCTION SERVICES PHASE (on as needed basis)

Galloway will provide the following Construction Phase services, on as needed basis:

- Assist the Owner in efforts to administrate the contract. The Owner shall be primarily responsible for construction contract administration.
- Owner and Contractor will communicate directly with each other. Galloway shall be a party to communications related to the interpretation of the contract documents.
- Respond to requests for information, issue supplemental instructions, or otherwise assist the Owner with the interpretation of the contract documents when requested.
- Assist the Owner in the review of change orders, construction change directives, or other contract modification requests prepared by others. At the Owner's request, and authorization to perform additional services, Galloway may produce proposal requests.
- Review submittals as required by the contract documents.
- Assist the Owner in the review of the Contractor's request for substantial completion and the contractor's punch-list, and supplement this list as required.

<u>Construction Process Activities</u>

- Client Coordination Regarding Construction Activities
- Consultant Coordination
- Bid Coordination and Periodic Construction Observation
- Project Closeout Activity

<u>Construction Observations</u>

Civil Observation

- Utility
- Paving
- Signage and Striping

Project Punchlist

- Site Civil (Single Visit and Punchlist Report)

Construction Services Phase: Time and Materials

LIST OF EXCLUSIONS

Below is a list of items that are excluded from the scope of services provided by Galloway (unless specifically listed in this proposal), although coordination of these services may be provided by Galloway as listed within this proposal. Galloway may provide some of these services at an additional cost upon request of the Owner.

- Environmental Studies/Reports/Approvals
- Traffic Impact Analysis (TIA) Traffic Improvement or Traffic Signal Plans
- Sound Studies or Reports
- Photometric Analysis
- FEMA Reports or Submittals
- Retaining Wall Design/Calculations
- Advertising and Distribution of Bid Set Documents
- Construction Staking or Final Grade Certifications
- Title Company, Utility Company, Agency Permit and Processing Fees
- Legal Descriptions and Easements
- Wetland Mitigation
- Groundwater Modeling/Mitigation
- Building Fire Sprinkler System Design and Construction Documents
- Punchlist Walk-Throughs and Reports
- As-Built Drawings and Certifications
- Sign Working Drawings and Permitting
- Certification language beyond the limits of the intent of this scope
- Potholing or any subsurface exploration, including trenching
- Setting of any Boundary/ROW/Aliquot Monuments for Any Reason
- Bore Hole staking or staking of any kind
- Separate Legal & Exhibits

- Determination or evaluation/designation of wetlands
- Zoning research or designations
- Determination of rights of use of any features/easements/trails/roads or any others
- Easement research of and not of record
- Any copies of survey notes/sketches/point list or other survey related items, unless agreed upon via written correspondence
- Revisions deemed beyond the limits or intent of this scope
- Any items located within buildings or structures
- Any forms/letters/spreadsheets or drawings not listed above
- Any form of digital seals or signatures

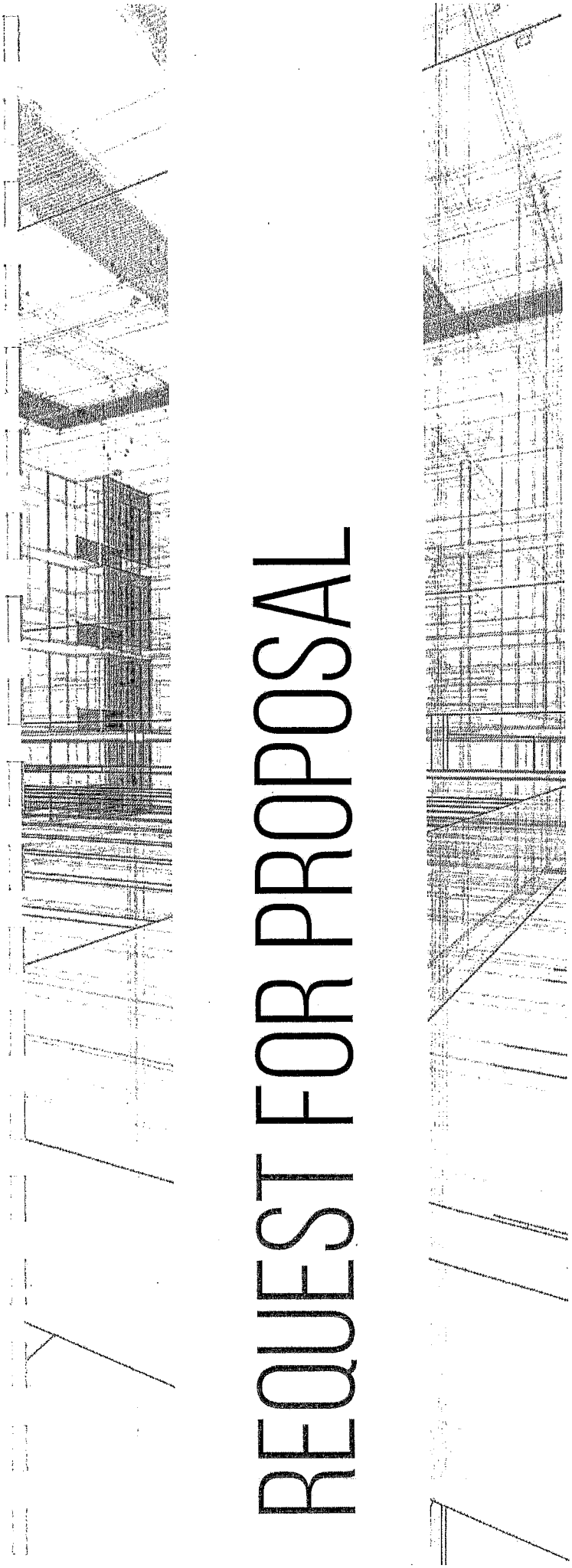
FEE ESTIMATE

Based upon the identified scope, we estimate the following fees for our services.

Scope of Service	**Fixed Fee**
Site Survey (provided by King Surveyors)	$14,635.00
Civil Documents Phase	$52,000.00
Pavement Design (provided by PSI)	$7,245.00
Construction Phase (as needed)	$ Time & Materials
TOTAL ESTIMATED CONTRACT FEES	**$73,880.00**

COMPENSATION

The Scope of Services presented herein will be provided on a combination Lump Sum (LS) and Time and Materials (T&M) basis. Each scope of services item is noted by either LS or T&M as appropriate. LS items will be invoiced on a percent complete basis as the project and services progress. T&M items will be invoiced pursuant to the Schedule of Rates in affect at the time services are rendered and expenses incurred. The estimated fees provided herein are based upon our understanding of the project scope at this time and should not be construed as not-to-exceed amounts. A copy of Galloway's current Schedule of Rates is incorporated herein as Exhibit B.



REQUEST FOR PROPOSAL

Town of Johnstown

Civil Engineering Design & Construction Drawings

Weld County Road 50 Interim Arterial Project

February 19, 2016

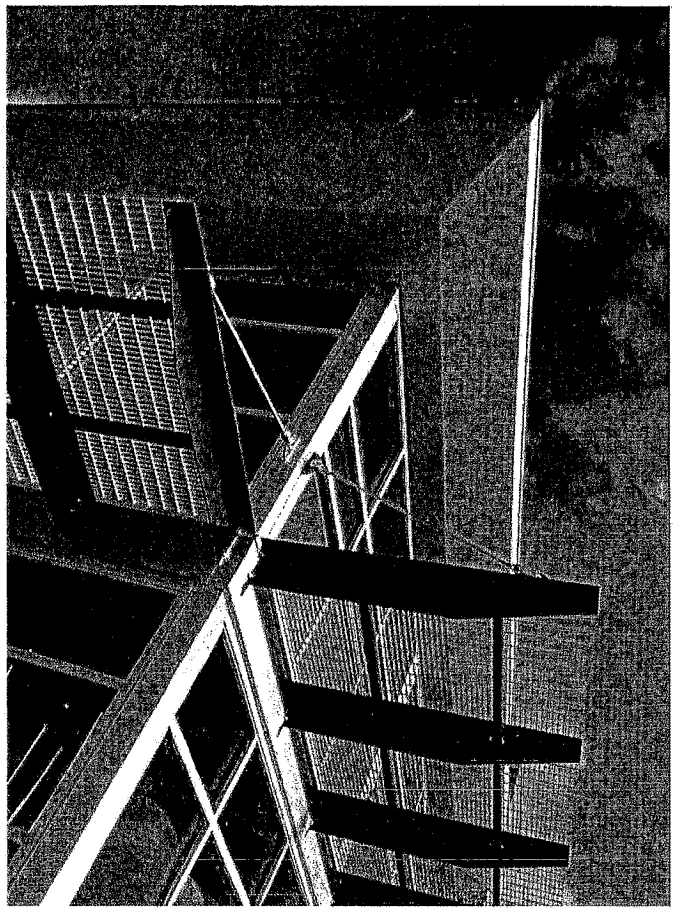
Galloway

Planning. Architecture. Engineering.

3760 E. 15th Street, Suite 202
Loveland, CO 80538
970-800-3300
www.GallowayUS.com

DENVER, COLORADO SPRINGS & LOVELAND, CO
SALT LAKE CITY, UT
FRESNO, CA

WHO WE ARE



RETAIL
COMMERCIAL
MIXED-USE
RESIDENTIAL
INDUSTRIAL
INFRASTRUCTURE

Exceptional quality, superior services and dynamic solutions have been a hallmark of Galloway for more than 30 years, and we work each day to continue building a legacy company of which our founder, Don Galloway, would be proud. Founded in 1982, Galloway & Company, Inc. is a full-service planning, architecture, and engineering firm that provides quality, reliable services and has proudly built a business filled with long-lasting, loyal client relationships. Our integrated services allow us to effectively address all your project needs and include planning, land development consulting, engineering, architectural design, landscape architecture, construction contract administration and site lighting design.

Based in the Denver Tech Center, Galloway provides a full range of services for projects ranging from half-acre pad sites to master-planned communities for local developers as well as national programs. Our company of more than 100 professionals holds registrations in 44 states and has offices in Denver, Colorado Springs and Loveland, Colorado, as well as Utah and California.

Galloway recognizes that every project is a direct reflection of the client, from functional requirements and desired image to production and implementation of a design, so we listen carefully to your vision and provide the highest quality services that best meet your needs. Our talented and dedicated staff has successfully completed thousands of projects and earned a reputation for exceptional client commitment.

Versatile
Client Centered
Multidisciplinary

We provide a superior level of service that reflects our dedication to timely and cost-effective projects, benefits our clients, and serves the development needs of the community. We take pride in our client relationships and have built our business on referrals and long-term client satisfaction.

WHAT WE DO

Galloway's model of providing complete engineering, architecture, planning and construction services within one company efficiently addresses any client need, assures excellent communication between design team members, facilitates timely project delivery, and effectively manages budgets.

We spend less time managing people, and more time managing projects.

Our integrated approach provides a full range of key services throughout every project phase, ensuring exceptional project coordination, maximum efficiency and superior development solutions. However, we also understand that our clients each have differing internal capabilities, so we communicate with you up front to understand your unique needs and provide the services required on a project-specific or program-specific basis.

OUR SERVICES

Land Development Consulting Site selection, conceptual design, real estate contract coordination, site feasibility assessment, project scheduling and budgeting, and due diligence coordination.

Survey Comprehensive survey services, including high-definition surveying (HDS), for commercial, private, federal, municipal, industrial, roadway, utility, oil and gas, and architectural projects.

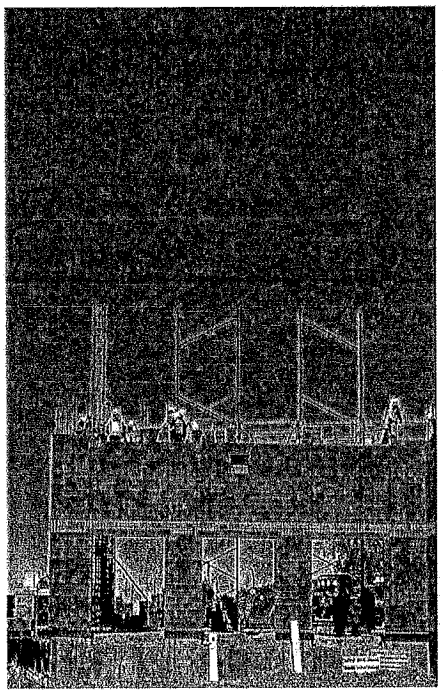
Planning Due diligence, entitlements and permitting, preparation and submittal of all drawings, reports, and exhibits required by review agencies; comprehensive client representation in all essential meetings during the project planning phase.

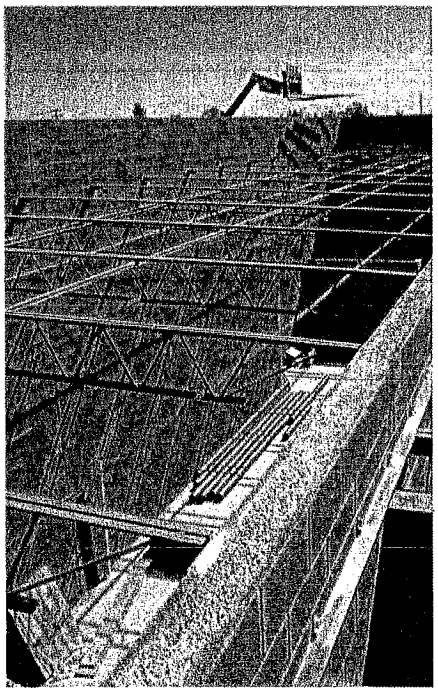
Engineering Complete engineering services (civil, structural, electrical, mechanical, plumbing, fuel system design) for the generation/coordination of fully-engineered construction documents for any type of project.

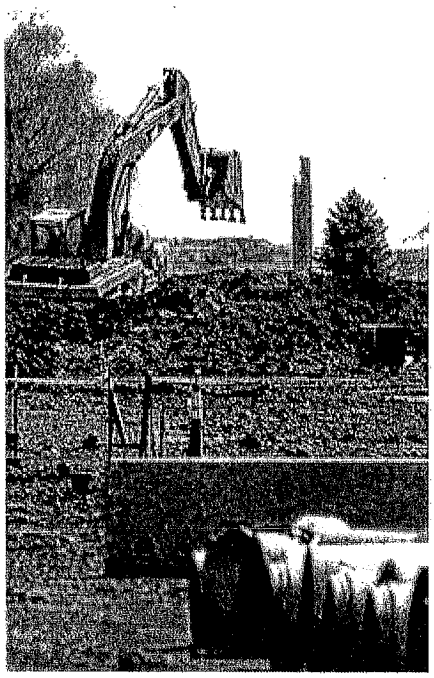
Architectural Design Comprehensive architectural services that include providing expertise in new construction, major remodels and additions, reuse and renovation of existing structures, and prototype design.

Site Lighting Analysis Review of codes and criteria, site modeling, and sustainability; certified by Cree, LSI Industries and General Electric.

Landscape Architecture Site and master planning, parks and pedestrian trails, irrigation design and analysis, program development, site inventory and analysis, conceptual and design development, site and landscape design, presentation graphics, and construction documents.







CIVIL INFRASTRUCTURE

Galloway offers more than 30 years of civil engineering experience for public and private infrastructure.

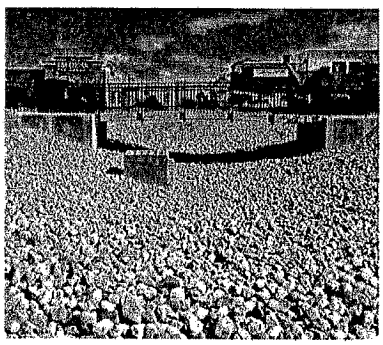
The foundation of the communities in which we live, work and play is its civil infrastructure. From roadways, to water and wastewater systems, to storm drainage systems, to water quality systems, Galloway plays a significant role in planning and engineering these systems. The partnership we enjoy with our public and private sector clients yields sustainable infrastructure solutions. Careful attention to detail and Galloway's defined processes help ensure that your project is delivered successfully, meeting the highest standard of care on schedule and on budget.

Galloway is very proud of the level of service we provide and, as a result, our reputation is highly regarded by our clients and the communities we serve. Our civil infrastructure services include:

- Infrastructure Master Planning
- Studies, Reports & Analyses
- Civil Engineering
- Sustainable Engineering
- Architecture
- Landscape Architecture
- Photometrics
- Structural Engineering
- Processing & Permitting
- Technical Specifications & Contract Documents
- Construction Contract Administration

Galloway provides these services for:

- Roadway Systems
- Domestic & Reuse Water Systems
- Sanitary Sewer Systems
- Storm Drainage & Flood Control Systems
- Erosion Control & Water Quality Systems
- Park & Trail Systems
- Parking Facilities



ROADWAY, STORM WATER & SANITARY DESIGN

U.S. Highway 40 Roadway Design – Craig, CO
Galloway's design for 1/4 mile of U.S. Highway 40 included road widening, vertical alignment, and adjacent ditch design (storm water analysis). The project was completed on behalf of a development agreement with the City of Craig, CDOT, and a 22-acre retail development.

State Highway 52 Roadway Design and Utilities Infrastructure Design – Fort Lupton, CO
Galloway's design for more than 2,200 linear feet of State Highway 52 included roadway widening, vertical alignment revisions, and water, storm sewer, ditch, and sanitary sewer utilities design. The project was completed on behalf of a development agreement with the City of Fort Lupton, CDOT, and the retail development.

State Highway 550 Roadway Design and Sanitary Sewer Distribution System Design – Montrose, CO
Galloway's design for 1,400 feet of State Highway 550 in Montrose included road widening, restriping, and signalized intersection design. Galloway also provided full design for 1,000 feet of Ogden Roadway. The project included over 2,500 linear feet of water main for the development's public water line system, SWPPP inspection, and various construction administration services. Galloway also completed the public sanitary sewer distribution system for this project, including design of the sanitary system and sampling station as well as preliminary design and coordination and approval of the public lift station.

State Highway 550 Roadway Design, Water Main Modeling, and Utilities Infrastructure Design – Durango, CO
Galloway's design of 2,000 feet of State Highway 550 in Durango included roadway widening, a signalized intersection, shot-crete stabilized banks, and median and guardrail design. The project also included water line infrastructure modeling and infrastructure design for the Escalante Crossings development, including the modeling of the southern section of the city's water main system. Over 35,500 linear feet of public sanitary sewer line was modeled with half of the modeled line serving the overall development. Galloway also performed SWPPP inspection and various construction administration services.

Potable Water Main and Pressurized Irrigation Infrastructure Design – Spanish Fork, UT
Galloway designed more than 1/3 mile of potable water main and 740 linear feet of pressurized irrigation main within three separate city streets for Spanish Fork. The design included new line placement, upsizing of existing lines, new fire hydrant placements, and rerouting of existing connections and tap locations. Galloway coordinated with the Utah Department of Transportation for the permitting of a state highway crossing and also provided the water and irrigation line designs that included boring and casing sizing.

Meridian Rd. and Woodmen Rd. Roadway Design and Utilities Infrastructure Design – Falcon, CO
Galloway completed the utilities infrastructure design for a 22-acre development in Falcon. Over 2,600 linear feet of public sanitary sewer line was designed and constructed to serve the overall development, with nearly 800 linear feet of the line directly serving the retail anchor and the remaining portion serving the rest of the shopping center.

Colfax Ave. Roadway Design and Floodplain Improvements, Including Storm Sewer Design with Specialized Outlet Spreader Box – Lakewood, CO
Galloway completed the modeling, design, and construction of a storm sewer system that captured the 100-year event from Colfax Avenue, just west of Wadsworth. The system included a series of inlets that released downstream through a unique spreader structure that separates smaller flows (10-year event and less) to the existing storm system and spreads higher events out a 160-foot wide spreader structure. The project also included public water and sanitary

ROADWAY, STORM WATER & SANITARY DESIGN

sewer distribution systems and roadway improvements to West Colfax Avenue, Vance Street, and Saulsbury Street. Galloway performed SWPPP inspection and various construction administration services for the project.

Fraser St. Roadway Design and Floodplain Permitting – Arapahoe County, CO
Galloway completed final design of 1,500 linear feet of Fraser Street and E. Fair Place, just north of Parker Road and Arapahoe Road. The roadway design included completion of a CLOMR/LOMR as well as drainage and channel design and construction, including a siphon and splitter box designed to address storm sewer conflicts with existing utilities.

Arapahoe Rd. and Parker Rd. Roadway Improvements and Drainage Design – Foxfield, CO
Galloway provided extensive coordination with CDOT, the Town of Foxfield, the City of Aurora, and Arapahoe County for improvements related to a retail center development. Galloway's involvement with CDOT included the coordination and redesign of the Arapahoe Road and Parker Road off-ramp and on-ramp. This included horizontal and vertical redesign and site coordination studies. Galloway also coordinated water quality and drainage structures and access permits. Galloway also designed the private storm sewer and water distribution services for this project.

Interstate 25 and Harmony Rd. Roadway Design and Utilities Infrastructure Design – Timnath, CO
Galloway designed the public water distribution system for this retail site in Timnath that consists of services for a commercial center and several outlots for which construction is nearly complete. Over 4,300 linear feet of water distribution pipe was designed to serve this development. A 100,000 gallon above-ground water tank and pump house were also incorporated into the system to meet required fire flows to the commercial center. Additionally, Galloway designed the over 2,600 linear feet of sanitary sewer pipe for the public sanitary sewer system as well as the private storm sewer system to serve the overall development.

S. Emery St. and S. Kimbark St. Roadway Design and Drainage Design – Longmont, CO
Galloway is currently working on behalf of the developer to finalize public improvement plans for the retail center's off-site improvements to adjacent public areas, including S. Emery Street and S. Kimbark Street improvements, dry utility relocations, and sanitary sewer, water system, storm drainage, and grading improvements. Drainage provides a unique challenge for the site, and Galloway is working with the City of Longmont to develop a successful design approach. Galloway's current proposed drainage design is a unique blend of elements that address the physical constraints of the downstream conditions and treat runoff water through creative design components.

U.S. Highway 24 Roadway Design and Fountain Creek Modeling and Drainage Design – Woodland Park, CO
Galloway designed roadway improvements for 600 feet of U.S. Highway 24 and 400 feet of Aspen Garden Way. The design included major intersection improvements, guardrails, and signalization. Additionally, Galloway completed major storm sewer and channel modeling and renovations associated with Fountain Creek, including channel redesign, large culvert design for the roadway crossing, and specialized design for storm sewer box structures adjacent to the highway. The design also included public water line and sanitary sewer infrastructure.

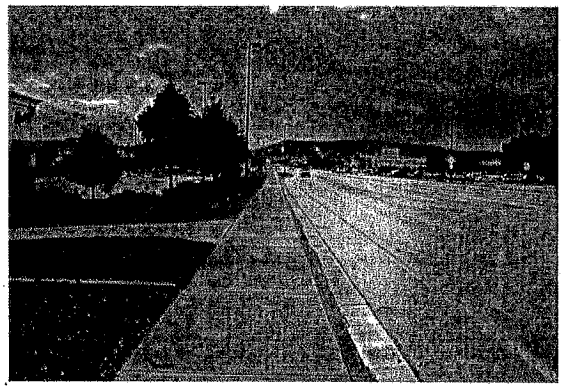
REFERENCES

GALLOWAY REFERENCES

(Arapahoe Road Improvements)

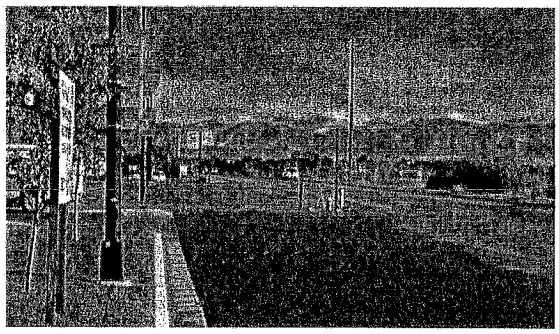
City of Aurora
Bill McCormick
Associate City Engineer, Public Works
303-739-7529
bmccormi@auroragov.org

City of Aurora
Anna Bunce
Traffic Manager, Public Works
303-739-7263
abunce@auroragov.org



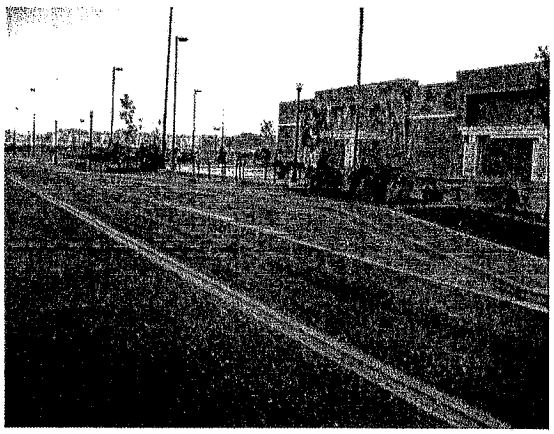
(50th & Bridge Roadway Improvements)

City of Brighton
Kimberly J. Dall, PE
Development Engineering Manger
Community Development
303-655-2046
kdall@brightonco.gov



(Eisenhower & Lincoln Roadway Improvements)

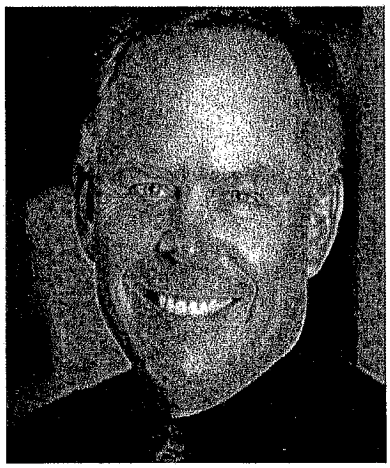
City of Loveland
Randy Maizland
Civil Engineer - Transportation Dev. Review
970-962-2618
randy.maizland@cityofloveland.org



Additional Northern Colo. References

The Ranch
Bob Herrfeldt, Director
5280 Arena Circle
Loveland, CO 80538
970-619-4010
bherrfeldt@larimer.org

Larimer County
Rusty McDaniel, PE
Assistant County Engineer
970-498-5730
rmcdaniel@larimer.org



ROBERT W. VAN UFFELEN, LEED AP, CPESC
SENIOR CIVIL PROJECT MANAGER
Loveland Office

Rob is a senior civil project manager in Galloway's Loveland office. He offers 30 years of experience serving as project manager and project engineer on large master planned and small single-building projects. His experience includes industrial, commercial, single family and multi-family residential developments. Northern Colorado has been the focal point of Rob's experience for the past 20 years, which has provided a high level of experience with local jurisdictions.

SKILLS

Project management and design for commercial land development, multifamily development, single-family development and transportation projects.

Leadership on site planning, water and wastewater planning, roadway planning and design, and architectural and structural design.

Workload projection and project prioritization; project financial performance; billing and tracking of accounts receivable.

Client relationship management and business development.

RELEVANT PROJECT EXPERIENCE

2534 Development - Johnstown, CO

Project manager and project engineer for the master infrastructure civil engineering design of a 393-acre business park.

2534 Pad Sites - Johnstown, CO

Project manager and project engineer for the civil site design of the following sites within 2534:
Ethan Allen, Eheart (Kaiser Medical Clinic), Northern Colorado Rehab, US Bank, Chrisland In-Line Shops (Verizon/Qdoba), Bonefish Grill, Bank of Colorado, Trek, USA Liberty Arms, Spanos Apartments, Thompson Convenience Store, Ironwood Shops at 2534, and Ridgeview Office Park

Larimer County Fairgrounds & Events Center - Larimer County, CO

Project manager for the 150-acre fairgrounds and events center that includes 12 major structures, parking facilities and internal circulation features. An additional 80 acres will support additional parking, recreational vehicle camping, detention and irrigation facilities. Responsibilities include site utility, grading, drainage, storm sewer and street design. Offsite design includes two miles of domestic water, one and a half miles of sanitary sewer, several thousand feet of storm sewer outfall, and one mile of four-lane arterial street improvements.

Orchard Park Place North and South - Westminster, CO

Project manager for this master planned 125-acre business park project. The project includes the development of major roads, utility infrastructure, and relocation of an irrigation canal. This is the north portion

ROBERT W. VAN UFFELEN, LEED AP, CPESC
SENIOR CIVIL PROJECT MANAGER

of a project being designed simultaneously with a city project that brought a regional drainageway and detention pond through the site. Close coordination was required between the client, the city, and the city's design engineer to bring the two projects together at the same time.

Vestas Blades – Windsor, CO
Engineering manager - Provided engineering design for multiple past and current phases of site development for the 450,000 square foot manufacturing facility located on 80 acres in the Great Western Industrial complex. Facility produces blades for the V90 wind turbine. The current working construction for the buildings and site infrastructure is $143 million. Drainage work included master plans, drainage reports and letter updates along with outfall design.

2534 Development - Johnstown, CO
Project manager and project engineer for the master infrastructure civil engineering design of a 393-acre business park.

EDUCATION
Valley College (Civil Engineering), San Bernardino, CA (1998)
California Polytechnic State University (Civil Engineering/Architecture), Pomona, CA (1985)
Crafton Hills College (Civil Engineering), Redlands, CA (1982)

PROFESSIONAL HISTORY
Galloway & Company, Inc., Greenwood Village, CO – Senior Civil Project Manager (Present)
Merrick & Company, Loveland, CO (2013 to 2014)
Westwood Professional Services, Loveland, CO (2012 to 2013)
Nolte Associates/NV5, Fort Collins, CO (1998 to 2012)
Parsons & Associates, Fort Collins, CO (1994 to 1998)
Smithhammer Engineering, San Bernardino, CA (1983 to 1993)

LICENSING & MEMBERSHIPS
LEED Accredited Professional – Green Building Certification Institute

GARY T. IWATA, PE
SR. CIVIL PROJECT ENGINEER

Gary offers more than nine years of civil engineering experience, including project and team management, for mixed-use, retail, municipal, education, residential, traffic/transportation and military projects. Gary adds value to his projects with his thorough understanding of civil engineering, attention to detail, dedication to providing exceptional client service, and strong leadership skills.

SKILLS

Team management and project management, including preparation of proposals, managing budgets and schedules, and personnel coordination.

Coordination with developers, owners, architects, utility representatives, and city, county and state officials.

Preparation of drainage reports, feasibility studies, specifications, roadway designs; design and analysis of storm sewer and detention systems; and design of sanitary sewer and water mains.

SELECTED PROJECT EXPERIENCE

Plaza Drive - Highlands Ranch, CO

Design improvements for Plaza Drive (aka Lucent Drive), a minor arterial road. Improvements included approximately 11,660 square yards of concrete pavement; curb and gutters; installation of inlets; 4-inch PVC perforated pipe with cleanout; subgrade preparation; traffic striping; and seeding.

Northfield Drive - Shea Homes/Douglas County, CO

Project manager for the design of 1,000 lineal feet of roadway and associated water and sewer line improvements for 62-foot minor collector located within Highlands Ranch. Work included project coordination with Douglas County and other regulatory agencies. Additional design activities included analysis of drainage alternatives, hydrologic and hydraulic modeling of an undersized storm sewer system, turning lane requirements, and access requirements to future lots.

Weld County Road 11 - Frederick, CO

Project manager for 0.6 mile of improvements to Weld County Road 11 due to an increase in traffic as a result of the proposed Fox Run subdivisions. Coordinated with the Town of Frederick to develop plans that were in accordance with requirements.

Castle Pines Parkway - Continental Homes/Douglas County, CO

Project engineer for the preparation of final engineering plans for 2,065 lineal feet of 100-foot arterial road and associated waterline improvements located within the Castle Pines North planned development. Work included field alignment survey investigation and project coordination with the client, Douglas County, and other regulatory agencies. Additional pre-design activities included analysis of drainage requirements, a major culvert crossing, paving alternatives, access requirements, potential retaining walls, and turning lane requirements.

GARY T. IWATA, PE
SR. CIVIL PROJECT MANAGER

1601 Wewatta - Denver, CO
Civil engineering for site development for an office complex approximately 20,000 sf of retail space and below-grade parking located on a 1.86-acre parcel. Utility and roadway trunk infrastructure are provided by the surrounding Denver Union Station development.

Alameda Station Village - Denver, CO
Civil project manager for the first phase of a transit-oriented in-fill community on the central rail corridor. The work included creation of the Dakota Outfall right of way, including extension of Dakota Avenue through existing building footprint. Incorporated best practices for surface storm water management. Extensive coordination with RTD, city staff, urban drainage and Denver was required.

Adonea - Lennar Homes/Arapahoe County
Project manager for the design of 7,900 lineal feet of 30-inch steel waterline and 30-inch sanitary sewer in 6th Avenue, and the design of 2-miles of 24-inch water in future Harvest Road and Alameda Avenue. Work included project coordination with the City of Aurora and other regulatory agencies.

Castle Oaks - Schuck Corporation, Centex Homes, D.R. Horton Melody/Castle Rock, CO
Engineering manager for preparation of a preliminary development site plan, preliminary plat/final PD site plan, final plat and construction documents. Master planning and preliminary engineering included unique challenges involving roadway, drainage, water, sanitary sewer, and overlot grading alternatives. Castle Oaks is a 1200-acre site and is a planned unit development (PUD) consisting of single-family residential, multifamily sites, town homes, schools, community parks, recreation centers, commercial development, and open space areas.

Fox Run Subdivision - Melody Homes/Frederick, CO
Project engineer for preliminary and final engineering of a 48-acre site. Engineering design consisted of roadway, sanitary sewer, water, drainage, and grading plans for a single-family subdivision consisting of 128 lots.

Castle Pines North Filing 24 - Continental Homes/Douglas County, CO
Design engineer for preliminary and final engineering of a 45-acre site. Engineering design consisted of roadway, sanitary sewer, water, drainage, and grading plans for a 131 lot single-family residential subdivision.

EDUCATION
Bachelor of Science in Civil Engineering, University of Colorado, Denver -1995

PROFESSIONAL HISTORY
Galloway & Company, Inc., Greenwood Village, CO - Sr. Civil Project Engineer (Present)

S.A. Miro, Inc., Denver, CO - Associate/Civil Engineer (2008 to 2015)

Nolte & Associates, Centennial, CO - Engineering Manager (1997 to 2008)

Drexel Barrell, Boulder, CO - Design Engineer (1996 to 1997)

LICENSING & MEMBERSHIPS
Licensed Professional Engineer, Registered in Colorado, Nebraska and Wyoming

JAMES E. PRELOG III, PE, LEED AP
SR. CIVIL PROJECT ENGINEER
Loveland Office

James offers extensive civil engineering experience in Northern Colorado, including residential, mixed use, institutional and commercial development. He provides strong analytical and problem resolution skills and out-of-the-box thinking while implementing ideas to benefit project shareholders.

SKILLS

Construction document preparation for grading, drainage, erosion control, roads, and utility design.

Improving techniques in grading, plan and profile creation for utilities and roads, and file management.

PROJECT EXPERIENCE

Gerrard Yard - Greeley, Colorado

A 42.5-acre site with approximately 16.9 acres being developed for three buildings (office and two shop buildings), other structures (fueling station and covered parking), a paved driveway and parking area, and graveled roads and parking.

Ernest Health - Johnstown, Colorado

A 6-acre site that houses medical facilities within the 2534 business park.

2534 Business Park - Johnstown, Colorado

Approximately 498-acre site will ultimately be developed into commercial and light industrial lots with associated roads and utilities.

Ridgeview Office Park at 2534 - Johnstown, Colorado

Approximately 8.6 acres (not including offsite area) to be developed with seven office buildings and associated driveways, parking lots, and utilities.

Vestas Blades – Windsor, CO

Multiple past and current phases of site development for the 450,000 square foot manufacturing facility located on 80 acres in the Great Western Industrial complex. Current construction for the buildings and site infrastructure is $143 million. Drainage work included master plans, drainage reports and letter updates along with outfall design.

Taft Farms - Loveland, Colorado

A 25.2-acre site consisting of 75 single-family lots, local roads, and associated underground utilities.

Ridgewood Hills 3rd Filing - Fort Collins, Colorado

A 137.53-acre residential site, including local roads and associated underground utilities, for 414 single-family residential lots, commercial and multi-family residential and a future school site.

Hyland Village - Westminster, Colorado

A 70-acre mixed-use development for single and multi-family residential housing, open space, and retail. Infrastructure improvements include pedestrian, bicycle, and automobile transportation corridors and utilities including potable water, sanitary sewer, and storm water conveyance.

Hunters Run Phases 1 and 2 - Loveland, Colorado

Phase 1 is approximately 77 acres in size and will be developed into single-family and residential lots, townhomes, and a recreational center with associated roads and utilities. Phase 2 is approximately 149 acres in size and will be developed into residential lots and a future school.

JAMES E. PRELOG III, PE, LEED AP
SR. CIVIL PROJECT ENGINEER

Thompson River Ranch (Prelim) - Johnstown, Colorado
Approximately 660 acres of mostly single-family residential lots, parks, and a few commercial lots and a school area with associated roads, utilities, and stormwater detention facilities.

Thompson River Ranch (Phase 1 Final) - Johnstown, Colorado
Filing 1 site - Approximately 240 acres in size to be developed into mostly single-family residential lots, parks, and a few commercial lots with associated roads, utilities, and stormwater detention facilities.

Thompson Crossing - Johnstown, Colorado
Approximately 104 acres that will ultimately be developed into single-family residential lots with associated roads and utilities and a large trail/open space corridor.

West Grange - Longmont, Colorado
Approximately 161 acres to be developed into single-family residential lots, townhomes, condos, and a recreational center with associated roads and utilities and a large trail/open space area.

Sawgrass Estates - Gillette, Wyoming
Approximately 104 acres to be completely developed into mostly single-family residential lots and commercial centers.

Gateway Lane - Louisville, Colorado
Twenty-five single family homes with and emphasis on sustainability (minimal earthwork, overland flow for storm drainage, wetlands, pavement types).

Larimer County Fair Grounds - Loveland, CO
The 150-acre fairgrounds and events center includes 12 major structures, parking facilities an internal circulation features. An additional 80 acres support additional parking, recreational vehicle camping, detention and irrigation facilities.

Larimer County Corrections Center - Fort Collins, CO
Engineering design for a 2.84-acre site for a detention facility.

Larimer County Justice Center - Fort Collins, CO
New five-story Larimer County Justice Center. Site design included detention facilities within a park setting, ramp provisions for below grade parking, and flood protection considerations.

EDUCATION

Colorado State University, Fort Collins, CO - Bachelor of Science in Geology, Concentration in Hydrogeology (2012)

Colorado State University, Fort Collins, CO - Bachelor of Science in Civil Engineering (1998)

PROFESSIONAL HISTORY

Galloway & Company, Inc., Greenwood Village, CO – Sr. Civil Project Engineer (Current)

Northern Engineering, Fort Collins, CO – Junior Project Manager (2012 - 2013)

Nolte Associates, Inc., Fort Collins, CO – Technical Lead (1999 to 2009)

LICENSING & MEMBERSHIPS

Professional Engineer, Licensed in Colorado

LEED Accredited Professional – Green Building Certification Institute

signed and stamped drawings, reports, or other Instruments of Service, as defined herein under Exhibit C, Contractual Conditions.

It should be noted that the fee estimate is based upon Galloway's understanding of the project scope at the time that the estimate is provided. The fee estimate is also based upon a standard performance schedule for services. Compressed schedules will increase the fee estimate. Unforeseen conditions or necessary revisions may require Galloway to submit a Scope of Services addendum and obtain approval from Client prior to proceeding with the modified scope. Galloway's Schedule of Rates is subject to change.

SCHEDULE

Anticipated Notice to Proceed: 3/21/16

Client Coordination Meeting & Kick Off: 3/22/16

Prepare Design Survey: 3/23/16 – 4/22/16

Prepare Initial Engineering Plans: 4/25/16 – 6/3/2016

Town Review: 6/6/16 – 7/5/16

Revise & Resubmit: 7/6/16 – 8/5/16

Final City Review & Approval: 8/8/16 – 9/6/16

LIMITATIONS OF PROFESSIONAL SERVICES

Services not specifically identified in Exhibit A or within a separate Service Authorization are excluded from this Agreement. However deviation from the Scope of Services, whether Client-driven or through the agency review and approval processes, will be justification for amendment to the Scope of Services.

INSURANCE

Galloway is insured pursuant to the Schedule of Insurance attached hereto as Exhibit D.

Galloway is hereby authorized by Client to proceed with the above referenced Scope of Services as set forth in this Agreement between Galloway and Client.

ACCEPTED BY:

Galloway & Company, Inc.	Town of Johnstown
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____

EXHIBIT B

REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS

Consultant shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this public contract for services; or

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

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

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

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

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

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

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

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

REQUEST

FOR

PROPOSAL

Request for Proposal

Civil Engineering Design and Construction Drawings Preparation
Weld County Road 50 Interim Arterial Project

The Town of Johnstown invites proposals from interested and qualified engineering firms for civil engineering and traffic design services for roadway and related improvements to Weld County Road 50 from the I-25 East Frontage Road to Weld County Road 13.

Proposals will be received until 5:00 p.m., local time on Friday, February 19, 2016, in the office of the Town Clerk, 450 South Parish Avenue, Johnstown, Colorado 80534. A total of five (5) copies of the Proposal must be submitted to the Town.

Project Timeline: A preliminary engineering plan and cost estimate should be completed within four months of Notice to Proceed. Following Town Council approval final design drawings and specifications sufficient for bidding shall be completed within 120 days.

Scope of Services:
Coordinate aspects of the project with the Town Engineer, Town staff, utilities and irrigation companies as needed.
Conduct field investigations that will include establishing the survey control for the project, identifying the existing utilities, existing storm sewer crossings and drainage patterns and completing a soils testing program.
Design the roadway improvements, intersections within the project corridor and applicable drainage crossings for the associated improvements. A pavement design shall also be included in the design of the roadway improvements.
Conduct public meetings with adjacent property owners.
Develop preliminary and final design review plans that will be submitted to the Town for comments. After the Town has accepted the final plans, the Consultant shall supply the Town with stamped 22-inch by 34-inch mylar reproducibles along with an original stamped set of 11-inch by 17-inch plans.
Generate detailed opinions of probable construction costs that will be updated at different intervals of the project (Preliminary Design/Final Design/Advertisement).
Develop Construction Specifications that coincide with the plans that follow the Johnstown Public Improvement Design Standards and Specifications.
Assist the Town with the advertisement and pre-bid meeting for the Project.
Provide consultation services on as needed basis during construction.

Extra Services:

Construction management and assistance services are not included in this contract at this time; however, Consultants should specify if they can provide these services that may include reviewing shop drawings, inspecting the Contractor's activities and work, insuring that the final constructed improvements adhere to the developed plans and specifications.

Any additional services beyond the basic scope above that the Consultant would desire the Town to consider in a final work product should be noted specifically as an option along with an explanation of the benefit to the Town.

Work Products:

- 12 sets of preliminary design plans and related documents.
- 12 sets of final design plans and related documents.
- 20 sets of construction plans and related documents.

Proposal Content:

- Brief statement of project understanding.
- Project approach, including public information and participation.
- Qualifications and recent applicable experience of staff assigned to project including references from similar municipal projects.
- Detailed work program with steps, products, costs (not to exceed total amount), and special services cost.
- Project timeline.

Evaluation of Proposals:

- Recent roadway design experience.
- Adequacy and competency of firm and personnel to perform proposed services.
- References from municipal clients with similar projects.

General RFP Process Information

RFP Modifications: The Town reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, the modified portion will be provided to all responding document holders.

Right of Rejection: The Town reserves the right to reject any and all proposals submitted.

Interview: The Town's Selection Committee will review Proposals, and may invite up to 3 firms for an interview. Firms will be invited at the sole discretion of the Town of Johnstown after review of proposals.

Acceptance of Proposal: The contents of the proposal of the selected consultant will become part of the contractual obligations if an agreement is reached. The form of contract will be the Town's standard professional service agreement.

Notes:

1. The Town shall not be liable for any costs incurred by a consultant or sub-consultant in the preparation of the proposal or discussions prior to award of contract for services.
2. The Town reserves the right to reject any or all Proposals submitted and to select the firm that, at the sole discretion of the Town, best satisfies the overall needs of the Town.

NOTES

DATE: 03/07/16