

TOWN COUNCIL
MEETING PACKET

June 1, 2020



Town Council Agenda

Monday, June 1, 2020
450 S. Parish
7:00 PM



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

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

- 1) **CALL TO ORDER**
 - A) Pledge of Allegiance
- 2) **ROLL CALL**
- 3) **AGENDA APPROVAL**
- 4) **RECOGNITIONS 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 Minutes – May 18, 2020
 - B) List of Bills
 - C) Resolution 2020-16 Authorizing the Town of Johnstown to Enter into Agreements with J-25 Land Holdings, LLC and Rocksol Consulting Group, Inc. To Act as An Intermediary for Completion of Intersection Improvements; Appropriating Funds
- 7) **TOWN MANAGER REPORT**
- 8) **TOWN ATTORNEY REPORT**
- 9) **OLD BUSINESS**
- 10) **NEW BUSINESS**
 - A. Public Hearing – I-25 Gateway Center Filing No. 4 – PUD Amendment
 1. First Reading - Ordinance Number 2020-180 An Ordinance Approving I-25 Gateway Center Filing No 4 PUD Amendment
 - B. Agreement for Professional Services between the Town of Johnstown and Otak, Inc.
 - C. COVID 19 update
- 11) **COUNCIL REPORTS AND COMMENTS**
- 12) **MAYOR’S COMMENTS**
- 13) **EXECUTIVE SESSION**
- 14) **ADJOURN**

AGENDA ITEM 6A-C

CONSENT

AGENDA

- **Council Minutes – May 18, 2020**
 - **List of Bills**
 - **Resolution 2020-16**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: June 1, 2020

ITEM NUMBER: 6A-C

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk, Town Manager, Finance Director

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 Meeting Minutes – May 18, 2020
- B) List of Bills
- C) *Resolution 2020-16 Authorizing the Town of Johnstown to enter into agreements with J-25 Land Holdings, LLC and Rocksol Consulting Group, Inc. to act as an intermediary for completion of intersection improvements; appropriating funds

The two documents and the associated Resolution 2020-16 presented for consideration establishes the Town of Johnstown as the middle man between Rocksol Consulting Group and J-25 Landholdings, LLC. It is the desire of J-25 Holdings to engage with the Colorado Department of Transportation related to potential modifications of sections of the Frontage Road north of Hwy 402. For a more effective engagement, J-25 would like to hire Rocksol to perform these services and work directly with the Colorado Department of Transportation. It is the standard policy of Rocksol that they do not engage in contractual agreements with private entities. Accordingly, both parties have asked for the Town of Johnstown to act as the middle man for the exchange of finances and payments associated with these contractual agreements. In part for the Town engaging for these services, J-25 will pay 100% of the costs of any legal fees and a 5% administrative fee for any oversight necessary by the Town, including the issuance of payments when authorized to Rocksol. The agreements do merit a budget amendment since funds will be deposited and expended with the Town, with a net difference of zero dollars. The Resolution authorizes signature of the agreements by the Mayor and memorializes the budget amendment to expend the funds.

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:

Council Minutes

The Town Council of the Town of Johnstown met on Monday, May 18, 2020 at 7:00 p.m. in a virtual meeting for reasons related to COVID19.

Mayor Lebsack led the Pledge of Allegiance.

Roll Call:

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

The following staff members were also present in the remote meeting: Avi Rocklin, Town Attorney, Matt LeCerf, Town Manager, Marco Carani, Public Works Director, Mitzi McCoy, Finance Director, Kim Meyer, Planning Director, Jamie Desrosier, Communication Manager and Brian Phillips, Police Chief.

Agenda Approval

Councilmember Berg made a motion seconded by Councilmember Tallent to amend the Agenda to include discussion related to the town's parks in reference to the COVID 19 status. Motion carried with a roll call vote.

Consent Agenda

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

- May 4, 2020 Council Meeting Minutes
- May 11, 2020 Council Special Meeting Minutes
- Financial Statements
- Resolution 2020-14 Authorizing Massey Farms, LLLP to seek issuance of a Septic Tank Permit from Weld County Department of Public Health and Environment for property located at 6096 State Highway 60, Town of Johnstown, and requiring Massey Farms, LLLP to file an application for a permit with the Town subject to conditions.
- IGA for Contribution to I-25 Underpass Trail Enhancements

Motion carried with a roll call vote.

New Business

A. Consider Second Amendment to Iron Horse Agreement - The proposed Second Amendment to the Iron Horse Agreement allows Centerra Commercial to receive building permits in the Iron Horse Development, the agreement also addresses improvements to County Road 3 north of Ronald Reagan up to the intersection on Highway 34 which the developer has committed funds to complete. The developer is still obligated to make improvements to the intersection of CR 3 and Highway 34 and south of Ronald Reagan Blvd. to the southern railroad. Councilmember Lemasters made a motion seconded by Councilmember Berg to approve the Second Amendment to the Iron Horse Agreement between the Town of Johnstown and Centerra Commercial LLC. Motion carried with a unanimous vote.

B. COVID19 Discussion – Council discussed the probability of reopening the town parks and getting clarification on what is closed the open space or just the children playground areas. Council agreed to reopen the parks and recommended that residents use their best judgement in utilizing park spaces in line with the guidance of the State Safer-at-Home order as equipment will not be sanitized. Also, Council encouraged to continue social distancing requirements when using the parks.

There being no further business to come before Council the meeting adjourned at 8:40 p.m.

Mayor

Town Clerk

List of Bills

Town of Johnstown
List of Bills - April 25, 2020 - May 22, 2020

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
4Rivers Equipment	Repairs	PW	709.67
Ace Hardware	Supplies	PW	2,364.34
Adamson Police Products	Uniforms	PD	407.49
Advanced Mechanical Services	Pump repair & supplies	PW	25,630.00
American West Land Surveying Co	Chapman Reservoir survey	PW	5,055.55
Anchor Auto Glass	Windshield repair	PD	35.00
AP Mountain States, LLC	Recreation Center	ADM	1,455,243.36
Aqua Backflow, Inc.	Mailings	PW	70.00
Arapahoe Rental	Heater rental	PW	533.84
Arrowhead Scientific Inc.	Supplies	PD	470.00
Banner Fort Collins Medical Center	Medical exam	PD	621.00
BH Enterprises, Inc.	Filter media	PW	1,018.12
BHA Design Incorporated	I25/60 Project	PW	5,252.50
BPS Tactical, Inc.	Supplies	PD	1,504.00
Browns Hill Engineering & Controls	Professional services/ maint.	PW	25,444.60
Buffalo Security	Rec Center - security services	ADM	1,887.00
Callendar, Tim	Supplies	PW	43.37
Card Services	Supplies & fuel	ALL	2,346.00
Caselle, Inc	Monthly support	ALL	1,552.00
CDR Propane Services, LLC	Propane	PW	783.75
Central Weld County Water District	Water purchase	PW	1,259.13
CenturyLink	Phone line	PW	236.66
Cintas	Mat services	ALL	261.22
City of Greeley	Water purchase	PW	849.06
Colo. Dept. Of Public Health	Annual permit	PW	162.28
Colorado Analytical Labs	Lab testing	PW	525.00
Colorado Greenbelt Management	Lawn maintenance	PW	1,955.00
Consolidated Home Supply Ditch	Assessments	PW	2,060.60
Coren Printing, Inc	Supplies	ADM	118.00
Coulson Excavating Co Inc	Asphalt repairs	PW	681.52
DBC Irrigation Supply	Irrigation supplies	PW	831.55
Dell Business Credit	Rec Center - equipment	ADM	2,789.97
DES Pipeline Maintenance, LLC	Maintenance of lift station	PW	2,475.00
DPC Industries Inc	Chemicals	PW	21,081.07
Elite Printing Group, LLC	Business cards	PD	88.00
Empacs	Rec Center - equipment	ADM	10,624.77
Ergomed	Employment screening	ADM	45.00
First Class Security Systems	Fire system monitoring	PW	128.80
First National Bank	Services & supplies	ALL	1,222.76
Fort Collins Plastics, Imc.	Supplies	PW	791.04
Frick'n Carnagie Towing, LLC	Towing	PD	205.00
Frontier Fertilizer & Chemical	Supplies	PW	20.03
Galloway & Company, Inc.	Engineering services	PW	7,332.50
Galls LLC - DBA Neves Uniforms	Uniforms	PD	176.38

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Glenn A. Jones Library	Library support	ADM	85,221.66
Grainger, Inc.	Supplies	PW	1,531.22
Greeley Electric Repair Inc.	Motor repairs	PW	3,443.86
Green CO2 Systems	Rec Center - equipment	ADM	475.00
Greystone Technology Group	Monthly IT support	ALL	2,530.00
Hach Company	Supplies	PW	13,276.68
Hawks Signs, Inc.	Banners	ADM	1,738.00
Hays Market	Supplies	ADM	29.96
HD Supply	Mortar mix & supplies	PW	184.15
Helton & Williamsen, P.C.	Engineering Services	PW	7,917.50
Hill & Robbins, PC	Professional services	PW	188.00
Home Depot Pro	Equipment rental & supplies	PW	304.29
IMEG Corp	Billback services	ADM	17,050.00
IMEG Corp	Engineering services	PW	71,956.25
Infosend, Inc.	Utility bill printing	PW	2,213.55
Insight North America, LLC	Investment services	ADM	2,758.24
Interstar, Inc.	Media replacement project	PW	2,350.00
Interstate Battery of the Rockies	Supplies	PW	183.90
InVision GIS	GIS services	ADM	3,000.00
J&D Creations	Supplies	ALL	1,099.58
J&S Contractors Supply Co.	Signs	PW	338.01
Community Center Refund	Refund of deposits	ADM	900.00
John Deere Financial	Equipment repairs	PW	115.46
Johnstown Senior Center	Insurance	ADM	1,677.00
JTF LLLP	Sales tax reimbursement	ADM	24,046.99
J-U-B Engineers, Inc.	Engineering services	PW	34,633.68
Kelly Supply Co	Pipe and supplies	PW	628.29
Kinsco, LLC	Uniforms	PD	226.26
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	202.52
Larimer Humane Society	Contract billing	PD	1,420.00
Law Office of Avi Rocklin LLC	Legal services	ADM	11,074.00
Law Office of Avi Rocklin LLC	Legal services - billback	ADM	4,940.00
Lazar, Michael	Municipal Court Judge	ADM	560.00
Little Thompson Water District	Water purchase	PW	10,767.12
Local Businesses	Grants	ADM	126,223.00
Logan Simpson	Comprehensive plan	ADM	5,976.60
Loveland Barricade LLC	Cemetery sign	PW	82.50
Loveland Ready-Mix Concrete	Electric pad concrete	PW	326.03
Lowe's	Supplies	PW	133.34
Mares Auto Inc.	Vehicle repairs	PD/PW	40.00
McDonald Farms Enterprises Inc	Sludge hauling & grease removal	PW	6,410.00
Milliken Johnstown Electric	Building repairs	PW	3,807.87
Mission Communications, LLC	Wireless alarms for lift stations	PW	347.40
Mountain States Pipe & Supply	Water meters	PW	2,459.69
My Office Etc.	Supplies	ADM	29.49
Nalco Company LLC	Chemicals	PW	5,772.60

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Napa Auto Parts, Inc	Vehicle supplies	PW	27.59
Northern Colorado Constructors, Inc.	Flood pumps	PW	1,800.00
Office Depot Business Credit	Office supplies	ALL	1,941.55
Office Scapes	Furniture	ADM	2,452.92
OmniTRAX Inc.	Professional services	PW	13,500.00
OTT Hydromet Corp	DAF repair supplies	PW	2,137.00
Perkins+Will, Inc.	Rec Center - Professional services	ADM	27,812.03
Pioneer Landsape Centers	Supplies	PW	90.60
Pitney Bowes Global	Postage meter rental	ADM	251.00
Poudre Valley REA	Utilities	ALL	11,639.74
ProCode Inc.	Building inspection services	ADM	12,750.00
Ramey Environmental Compliance	Water /wastewater services	PW	9,265.13
Reedesign Concept, LLC	Safety supplies	PW	60.00
RESA Power LLC	Generator repair	PW	6,142.00
Rhinehart Oil Co., Inc.	Fuel	ALL	4,190.58
RoadSafe Traffic Systems	Crosswalk maintenance	PW	1,908.62
Royal Blue, Inc	Rec Center - equipment	ADM	300.00
RTC Regional Town Centre, LLC	Professional services	PW	2,855.93
S4 Water Sales and Service, LLC	Filter media	PW	4,973.20
Sam's Club MC/SYNCB	Office supplies	ADM	94.56
Scheels	Rec Center - equipment	ADM	6,767.57
Sturgeon Electric Company, Inc.	Electrical work pump station	PW	60,660.00
Tait & Associates, Inc.	Stormwater/water design services	PW	31,125.80
TDS	Telephones	ALL	3,630.69
The Aqueous Solution, Inc.	Rec Center - equipment	ADM	1,055.00
The Hardware Shop Inc	Lift inspection	PW	558.92
The Home Depot/GECE	Supplies	PW	202.58
Thompson Ranch Development	Use tax reimbursement	PW	1,800.57
Traffic Signal Controls Inc	Pedestrian light repairs	PW	1,860.00
Tri State Oil Reclaimers, Inc.	Oil recycling	PW	99.00
Trugreen Chemlawn	Fertilizer and weed control	PW	1,470.00
Twin Silos, LLC	Reimbursements	PW	4,000.00
United Power	Street lights	PW	798.00
USA Bluebook	Supplies	PW	1,659.22
Utility Notification Center	Locates	PW	2,752.03
Utility Refund	Refund of deposits	ADM	3,069.00
VCA Fort Collins Animal Hospital	K9 medical services	PD	85.91
Vector Disease Control	Mosquito spraying	PW	3,306.50
Veris Environmental, LLC	Sludge removal	PW	3,633.54
Verizon Wireless	Cell phones	ALL	2,843.48
Wagner Equipment Co.	Generator maintenance	PW	2,660.89
Waste Management	Trash services	PW	61,260.73
Weld County Dept of Public	Lab services & plates	PW/PD	1,182.46
WIN-911 Software	Softare license	PW	495.00
Windstream	Telephone/internet	ALL	1,102.82
Winters, Hellerich & Hughes	Professional services	ADM	956.25

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Xcel Energy	Utilities	ALL	54,633.58
YMCA of Northern Colorado	Monthly support	ADM	66,755.59
Yost Cleaning	Cleaning services	PW	50.00
			<hr/>
			2,472,149.20

**Resolution
No. 2020-16**

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2020-16**

**AUTHORIZING THE TOWN OF JOHNSTOWN TO ENTER INTO AGREEMENTS
WITH J-25 LAND HOLDINGS, LLC AND ROCKSOL CONSULTING GROUP,
INC. TO ACT AS AN INTERMEDIARY FOR COMPLETION OF INTERSECTION
IMPROVEMENTS; APPROPRIATING FUNDS**

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

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

WHEREAS, J-25 Land Holdings, LLC, a Delaware limited liability company (“Developer”), owns property that abuts the interchange at Interstate I-25 and State Highway 402 (“402 Interchange”); and

WHEREAS, the Colorado Department of Transportation (“CDOT”) is constructing improvements to the 402 Interchange and the Developer seeks to modify certain of those improvements; and

WHEREAS, to facilitate coordination with CDOT, the Developer seeks the assistance of RockSol Consulting Group, Inc., a Colorado corporation (“RockSol”), to perform consulting services (“Services”); and

WHEREAS, rather than contract directly with the Developer, RockSol requested that the Town act as an intermediary and that the Town contract with RockSol for the Services; and

WHEREAS, Town Council desires to assist the Developer and RockSol on the condition that the Developer pay all funds due to RockSol, a five percent (5%) administrative fee and all the Town’s expenses; and

WHEREAS, to effectuate the foregoing, the Town Council desires to authorize the execution of an agreement between the Town and the Developer and an agreement between the Town and RockSol; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to adopt this Resolution.

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

Section 1: J-25 Memorandum of Understanding. The Town Council hereby approves the Memorandum of Understanding between the Town and J-25 Land Holdings, LLC, attached hereto and incorporated herein by reference as Exhibit A, and authorizes the Mayor to sign it.

Section 2: RockSol Memorandum of Understanding. The Town Council hereby approves the Memorandum of Understanding between the Town and RockSol Consulting Group, Inc. (“RockSol MOU”), attached hereto and incorporated herein by reference as Exhibit B, and authorizes the Mayor to sign it.

Section 3. Appropriation of Funds. The Town Council hereby appropriates funds in an amount not to exceed \$29,148.50 from the General Fund to pay for the services provided by RockSol to the Developer pursuant to the RockSol MOU.

Section 4: This Resolution shall be effective as of the date of its adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of June, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 22nd day of May, 2020, by and between THE TOWN OF JOHNSTOWN, a Colorado municipal corporation, (“Town”), and J-25 LAND HOLDINGS, LLC, a Delaware limited liability company (“Developer”) (collectively, “the Parties”).

RECITALS:

WHEREAS, the Developer owns property that abuts the interchange at Interstate I-25 and State Highway 402 (“402 Interchange”); and

WHEREAS, the Colorado Department of Transportation (“CDOT”) is constructing improvements to the 402 Interchange and the Developer seeks to modify certain of those improvements; and

WHEREAS, to facilitate coordination with CDOT, the Developer seeks the assistance of RockSol Consulting Group, Inc., a Colorado corporation (“RockSol”), to perform the services set forth on Exhibit 1, attached hereto and incorporated herein by reference (“Services”); and

WHEREAS, rather than contract directly with the Developer, RockSol requested that the Town act as an intermediary and that the Town contract with RockSol for the Services; and

WHEREAS, the Town agrees to execute an agreement with RockSol for the Services on the condition that the Developer pay all funds due to RockSol as set forth on Exhibit 2, attached hereto and incorporated herein by reference, a five percent (5%) administrative fee and the Town’s expenses; and

WHEREAS, to effectuate the foregoing, the Parties desires to enter into this Memorandum of Understanding.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals.** The Recitals are incorporated into this MOU as if fully set forth herein.
2. **Payment to the Town.** Upon execution of this MOU, the Developer agrees to provide certified funds to the Town in the amount of \$30,600.00 (“Funds”), which includes the fees set forth on Exhibit 2 and the five percent (5%) administrative fee. The Town agrees to use the Funds to pay RockSol for the Services identified on Exhibit 1. If RockSol requests additional costs or expenses beyond those set forth on Exhibit 2, the Developer agrees to promptly provide certified funds to the Town to pay for those additional costs or expenses along with a five percent (5%) administrative fee. RockSol shall be required to provide invoices to the

Town and to the Developer. If Developer objects to an invoice by providing written notice to the Town, the Town may, in its discretion, make the payment to RockSol or hold the Funds until RockSol and the Developer reach agreement. The Developer further agrees to pay the Town's expenses, which include, but are not limited to, the Town's legal fees in effectuating this MOU and the Town's agreement with RockSol.

3. **Law and Venue.** The validity, interpretation, performance, and enforcement of this MOU shall be governed by the laws of the State of Colorado, and venue shall be in Weld County, Colorado, for any litigation.

4. **Dispute Resolution.** In the event of any dispute arising under this MOU, the Parties shall submit the matter to mediation prior to commencing legal action. The cost of the mediation shall be split equally between the Parties.

5. **Severability.** If any portion of this MOU shall be or becomes illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this MOU. If any court of competent jurisdiction should deem any covenant herein to be invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

6. **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 MOU and with respect to all matters set forth herein. Each Party acknowledges that it has carefully read and reviewed the terms of this MOU. Each Party acknowledges that the entry into and execution of this MOU is its own free and voluntary act and deed, without compulsion. The Parties agree that this MOU reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this MOU, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

7. **Amendment.** This MOU may not be amended or modified except by a subsequent written instrument signed by the Parties.

8. **Entire Understanding.** This MOU constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements or understandings.

9. **Indemnity.** The Developer agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or related to loss or damage to property

or injury to or death to any persons resulting in any manner from the actions or failure to act of the Developer or RockSol or any invitees, guests, agents, employees or subcontractors of either, whether brought by any of such persons or any other person related to the provision of Services, this MOU and/or the agreement between the Town and RockSol.

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

11. ***Headings.*** The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

[INTENTIONALLY BLANK SIGNATURE PAGES FOLLOW]

ATTEST:

**TOWN OF JOHNSTOWN, COLORADO
a municipal corporation**

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

EXHIBIT 1
SCOPE OF WORK

Description of work	Est. Hours	Comments
Assist Ridge management with purchase of the one acre (+/-) triangle parcel from CDOT	35	
Assist Ridge management with coordination between Ridge and CDOT, to remove fill from triangular parcel of land, and modify the Frontage road profile north of the roundabout, in order to improve safety on the Frontage Road	30	
We would like to have CDOT approve utility easements along the frontage road.	17	
We would like CDOT to approve the modification of the frontage road to include a center left turn lane north of the roundabout	32	
We would like to move the assumption of the frontage road by the Town of Johnstown forward	44	
We would like to complete the exchange of frontage road ROW between CDOT and J-25 Land Holdings near the bridge south of 402	6	
RockSol back office and management	8	

EXHIBIT 2
 RockSol Consulting Group, Inc.
 Estimate for Professional Services
 Prepared March 30, 2020

Labor	Hours	Rate/Hour	Total Estimated Fee
Gorek, Jennifer – Environmental Manager	10	\$143.00	\$1,430.00
Gosselin, Mark – Project Manager	4	\$218.00	\$872.00
Hice-Idler, Gloria – Construction Manager	24	\$149.00	\$3,576.00
Rees, Scott – Project Engineer	130	\$175.00	\$22,750.00
Project Control and Admin	4	\$87.00	\$348.00
Total Labor			\$28,976
Other Direct Costs			
Vehicle Mileage (300 miles at \$0.575/mile)			\$172.50
Total Other Direct Cost			\$172.50
Total for Professional Services			\$29,148.50

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this ____ day of _____, 2020, by and between THE TOWN OF JOHNSTOWN, a Colorado municipal corporation, ("Town"), and ROCKSOL CONSULTING GROUP, a Colorado corporation ("RockSol") (collectively, "the Parties").

RECITALS:

WHEREAS, J-25 Land Holdings, LLC, a Delaware limited liability company ("Developer"), owns property that abuts the interchange at Interstate I-25 and State Highway 402 ("402 Interchange"); and

WHEREAS, the Colorado Department of Transportation ("CDOT") is constructing improvements to the 402 Interchange and the Developer seeks to modify certain of those improvements; and

WHEREAS, to facilitate coordination with CDOT, the Developer seeks RockSol's assistance to perform the services set forth on Exhibit 1, attached hereto and incorporated herein by reference ("Services"); and

WHEREAS, rather than contract directly with the Developer, RockSol desires that the Town act as an intermediary and seeks to contract directly with the Town for the Services; and

WHEREAS, the Town agrees to act as an intermediary and execute this MOU on the condition that the Developer pay all funds due to RockSol as set forth on Exhibit 2, attached hereto and incorporated herein by reference, a five percent (5%) administrative fee and the Town's expenses; and

WHEREAS, contemporaneously herewith, the Town is entering into a Memorandum of Understanding with the Developer for payment of the fees and expenses set forth above ("Developer MOU"); and

WHEREAS, to effectuate the foregoing, the Parties desires to enter into this Memorandum of Understanding.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals.** The Recitals are incorporated into this MOU as if fully set forth herein.
2. **Performance of the Services.** Upon execution of the Developer MOU, RockSol shall perform the Services. Unless the Town's input is required, RockSol shall confer directly

with the Developer regarding the Services. RockSol shall submit all invoices to the Town and to the Developer. The Town shall pay all invoices within thirty (30) days of receipt. If Developer objects to an invoice by providing written notice to the Town in a timely manner, the Town may, in its discretion, make the payment to RockSol or hold the funds until RockSol and the Developer reach agreement.

3. **Law and Venue.** The validity, interpretation, performance, and enforcement of this MOU shall be governed by the laws of the State of Colorado, and venue shall be in Weld County, Colorado, for any litigation.

4. **Dispute Resolution.** In the event of any dispute arising under this MOU, the Parties shall submit the matter to mediation prior to commencing legal action. The cost of the mediation shall be split equally between the Parties.

5. **Severability.** If any portion of this MOU shall be or becomes illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this MOU. If any court of competent jurisdiction should deem any covenant herein to be invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

6. **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 MOU and with respect to all matters set forth herein. Each Party acknowledges that it has carefully read and reviewed the terms of this MOU. Each Party acknowledges that the entry into and execution of this MOU is its own free and voluntary act and deed, without compulsion. The Parties agree that this MOU reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this MOU, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

7. **Amendment.** This MOU may not be amended or modified except by a subsequent written instrument signed by the Parties.

8. **Entire Understanding.** This MOU constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements or understandings.

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

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

The insurance may not be canceled without at least fifteen (15) days' advance written notice to the Town. The insurance shall name the Town as an additionally insured party. Any required deductible or co-insurance amount shall be paid by RockSol.

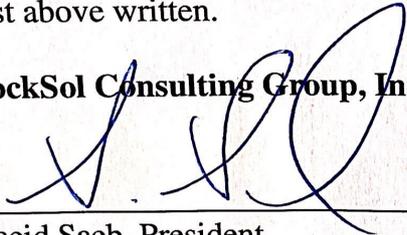
10. **Illegal Aliens.** RockSol shall comply with the statutory provisions prohibiting employment of illegal aliens, as set forth on Exhibit 3, attached hereto and incorporated herein by such reference.

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

11. **Headings.** The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

RockSol Consulting Group, Inc.

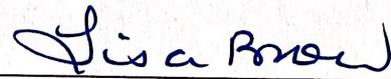


Saeid Saeb, President

STATE OF COLORADO)
 COUNTY OF Boulder) ss.

SUBSCRIBED AND SWORN to before me this 22nd day of May, 2020,
 by Saeid Saeb, President of RockSol Consulting Group, Inc.

WITNESS my hand and official seal.



Notary Public

My commission expires: 10/19/2021

LISA B FORSEEN NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20054037075 MY COMMISSION EXPIRES OCTOBER 19, 2021

ATTEST:

**TOWN OF JOHNSTOWN, COLORADO
a municipal corporation**

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

EXHIBIT 1
SCOPE OF WORK

Description of work	Est. Hours	Comments
Assist Ridge management with preparing paperwork for CDOT at the direction of Ridge management so that Ridge management can purchase the one acre (+/-) triangle parcel from CDOT	35	
Assist Ridge management with coordination between Ridge and CDOT, to obtain permit to remove fill from triangular parcel of land, and modify the Frontage road profile north of the roundabout, in order to improve safety on the Frontage Road. RockSol is not responsible and is not conducting design, construction oversight or environmental investigation for this project. RockSol is not responsible for safety of Town employees, Ridge Management Employees, or travelling public for this project.	30	
Assist Ridge Management to obtain CDOT approve utility easements along the frontage road.	17	
Assist Ridge Management to prepare the paperwork for CDOT to obtain the approval of the modification of the frontage road to include a center left turn lane north of the roundabout. RockSol is not conducting any design or construction oversight or environmental evaluation for this project.	32	
Assist Ridge Management to move the assumption of the frontage road by the	44	

Town of Johnstown forward			
Assist Ridge Management to prepare the paperwork to complete the exchange of frontage road ROW between CDOT and J-25 Land Holdings near the bridge south of 402		6	
RockSol back office and management		8	

EXHIBIT 2
RockSol Consulting Group, Inc.
Estimate for Professional Services
Prepared March 30, 2020

Labor	Hours	Rate/Hour	Total Estimated Fee
Gorek, Jennifer – Environmental Manager	10	\$143.00	\$1,430.00
Gosselin, Mark – Project Manager	4	\$218.00	\$872.00
Hice-Idler, Gloria – Construction Manager	24	\$149.00	\$3,576.00
Rees, Scott – Project Engineer	130	\$175.00	\$22,750.00
Project Control and Admin	4	\$87.00	\$348.00
Total Labor			\$28,976
Other Direct Costs			
Vehicle Mileage (300 miles at \$0.575/mile)			\$172.50
Total Other Direct Cost			\$172.50
Total for Professional Services			\$29,148.50

EXHIBIT 3
REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES
PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS

RockSol 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 RockSol that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

RockSol 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.

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

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the RockSol 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 RockSol 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.

RockSol 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 ROCKSOL VIOLATES ANY OF THE AFOREMENTIONED REQUIREMENTS OF THIS EXHIBIT 3, THE TOWN MAY TERMINATE THE CONTRACT FOR BREACH OF CONTRACT. IF THIS CONTRACT IS SO TERMINATED, CONTRACTOR SHALL BE LIABLE FOR ACTUAL DAMAGES TO THE TOWN OF JOHNSTOWN.

AGENDA ITEM 7

Town Manager Report



TOWN OF JOHNSTOWN

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: June 1, 2020

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

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

- 06/15/2020 – Regular Town Council Meeting
- 07/06/2020 – Regular Town Council Meeting
- 07/20/2020 – Regular Town Council Meeting

Administration, Finance, & Planning

- *Hwy 60 Bridge Design* – Staff continues to meet regularly with CDOT and BHA to coordinate the ultimate bridge design with the Town's planned aesthetic improvements as the bridge is rebuilt in conjunction with the current I-25 Northern Express Lane project.
- *Business Licensing Module* – Staff has ordered new business licensing software through Caselle. We will begin the integration into the new system over the next few months.
- *2021 Budget* – Worksheets are in the process of being prepared for the FY 2021 Budget process.
- *2019 Audit* – Audit is scheduled to begin June 15th.
- *CentralSquare* – Staff finalized all configuration workbooks for initial software build; CentralSquare intends to deliver testing software to the Town in late June. We will begin staff training at that time, and test the configuration prior to a Fall completion date.
- *Thompson River Ranch Update* – As of April 30, 2020, 79 (66%) of the 120 building permits that trigger the completion of High Plains Blvd / LCR 3, per current development agreements, have been issued. 127 (25%) permits have been issued towards the 500 Certificate of Occupancy trigger for the clubhouse and park area.
- *Weld Co Rezone Update* – The Weld Co. application to rezone property within Johnstown's GMA to "I-3" will be heard at county Planning Commission at 9 AM, June

The Community That Cares

16th; and BOCC, 10 AM, July 22nd. [Weld County E-Permit Center](#) has materials and referral comments available online for Case# COZ20-0004.

- *Comprehensive Plan* – Phase 1 of the planning effort is coming to a close. The Steering Committee met May 27th to review feedback received, and begin Phase 2 “Vision & Opportunities.” A remote Town Hall public meeting is planned for Wednesday, June 10th at 7 PM to present current information to the public, accept additional input, and kick-off Phase 2. We continue to update the [Comprehensive Plan](#) webpage, and reach out via social media.
- *Microgrant Program* – Currently 19 grant awards have been issued to local businesses in Johnstown. Another 6 are pending with additional information necessary and 1 application is currently under review for consideration. A total of \$164,223 has been awarded to date.
- *EAIF Grant* – The Town is preparing a grant through the DOLA Energy Impact Grant Program. The scope of the work is for the stormwater improvements in the downtown section of Johnstown west of Parish Avenue and south of the high school where we have experienced regular flooding. The deadline for the application is August 1.

Police Department

Training

- *Undercover Operations Training* – Officer Cygan completed an 8-hour basic undercover course online that focuses on planning and execution of undercover operations.

Community Policing, Outreach & Miscellaneous Items

- *Community Participation* – JPD has participated in numerous birthday parties and graduation party parades over the last couple of weeks. JPD also assisted Weld RE5J in the planning and participation of an elementary school graduation parade and the Roosevelt High School graduation parade.

Public Works Department

Streets, Stormwater, & Parks

- *Thanks to Crews and Staff* – May 18th was the start of Public Works Appreciation Week. I would like to send a personal Thank You to all Public Works staff and employees. I very much appreciate your efforts, especially during the COVID 19 pandemic! Our Country is blessed to have first responders like police, fire, EMS, doctors and nurses, grocery store workers and the sometimes-un-noticed public works employees who put their jobs first. Thanks for all that you do!
- *Cemetery* – Crews worked hard to prep the cemetery for Memorial Day. The driveway was patched and all sites were sodded. Unfortunately, we also had two funerals to prepare for. Staff is still working on the review for the columbarium and hoping to have a request for Council by June 15.
- *Parks* – All parks have been opened and staff is continuing to disinfect equipment. Grass is green and growing and keeping crews busy.
- *Streets* – Grading of CR 3 has become a weekly event due to extra traffic from the closure of the East Frontage Road and WCR 17 and WCR 54 intersection. We will apply mag chloride to CR3 and 20C to help with dust control and prevent wash boarding and ruts.

- *Concrete* – We hired the same concrete company that completed the Hays Park Trail and Hwy 60 Curb and Gutter project to replace various handicap ramps in Town. This company will also install the new ramp for the crosswalk at Molinar and Parish leading to the YMCA. Once installed, we will be installing the pedestrian lighted crosswalk.
- *CR 50* – The CR50 project will start the week of June 8th. The Little Thompson Water District finished installing their water line and the two RCP crossings.
- *Town Reservoir* – Water is now running into the lake! We started receiving water on May 22nd. A new staff gauge was installed to help with visual reading. We are also reading lake depth via telemetry.

Water and Wastewater Plants

- *Central Plant WWTP* – The aeration project at the Central WWTP is almost complete. The manual bar screen should be installed within two weeks, completing the project.
- *Low Point Expansion* – Aqua Engineering started the assessment as required by CDPHE on May 19th. They will be submitting their report to the Town for our review and submittal to CDPHE by July 13th. They also reviewed possible needs for future expansion.
- *Water Plant* – The media project is complete. Glacier Construction and J&T Consultants did a great job designing and overseeing the project. Glacier Construction is installing a new Polymer Fill Line to help with the water treatment process. The two water storage tanks will have top tank vents installed by Glacier the week of June 8th as required by CDPHE.

AGENDA ITEM 10A

**I-25 Gateway Center Filing #4
PUD Amendment No. Three**

*PUBLIC HEARING PROCEDURE –Amendment to the I-25 Gateway Center Filing
No. 4 PUD Amendment No. 3

1. Open public hearing.
2. Receive information from staff.
3. Receive information from applicant.
4. Receive information from public.
 - 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. (*Discretionary and only if warranted 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.
8. Discussion and deliberation among Council.
9. Make a decision and/or motion from Council.

SUGGESTED MOTIONS

For Approval: I move that we approve Ordinance 2020-180, an Ordinance Approving I-25 Gateway Center Filing No. 4 PUD Amendment No. 3, Amending the Outline Development Plan for Property Located in the Southeast Quarter of Section 3, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado on 1st reading.

For Denial: I move that we deny Ordinance 2020-180.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: June 1, 2020

ITEM NUMBER: 10-A

SUBJECT: 1: Public Hearing - I-25 Gateway Center Filing No. Four PUD Amendment No. 3
2: 1st Reading of Ordinance 2020-180

ACTION PROPOSED: 1: Consider the I-25 Gateway Center Filing No. Four PUD Amendment No. 3, to the Outline Development Plan
2: Consider Ordinance 2020--180

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

I-25 Gateway Center, LLC, owner of the lots this amendment impacts, requests an amendment to the I-25 Gateway Center Filing No Four PUD Outline Development Plan, which would:

- Add Vehicle Sales and Rental as a Conditional Use to Lots 4 and 5 along I-25 frontage, only
- Add Subsection 4, under E Development Standards, to provide additional detail on vehicle sales and rental display requirements.
- Modify a standard parking space length to be 18 feet (vs 20 feet), if it does not interfere with an ADA-required walkway, and/or the space overhangs a landscape area or walk with a minimum width of 6 feet
- Amend Section G.2., with deletion of references to Temporary Signs, to default to municipal code
- Amend Section J.3.B Architecture – removes the requirement that roof color must be dark green.

Staff comments, analysis, and recommendations are found in a memo addressed to the Planning & Zoning Commission dated May 13, 2020 (copy attached). A public hearing on this project was held on May 13, 2020, by Planning & Zoning Commission – no public input was received. The Commission recommended approval by the Town Council of the proposed amendment, with one condition that provided for minor housekeeping and editing updates – all of which have been completed and are reflected in the document attached to this memo as well as being an exhibit to the proposed Ordinance which would enact this amendment.

LEGAL ADVICE: The Town Attorney has reviewed the amended PUD and prepared the proposed Ordinance.

FINANCIAL ADVICE: No impact anticipated.

RECOMMENDED ACTION: Consider Approval of Ordinance 2020-180, amending the PUD Outline Development Plan.

SUGGESTED MOTIONS: for 1st Reading of Ordinance 2020-180

Approval: I move that we approve Ordinance 2020-180 on 1st reading.

Denial: I move that we deny Ordinance 2020-180 on 1st reading.

Reviewed:

Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2020-180**

AN ORDINANCE APPROVING I-25 GATEWAY CENTER FILING NO. FOUR PUD AMENDMENT NO. THREE, AMENDING THE OUTLINE DEVELOPMENT PLAN FOR PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONTAINING APPROXIMATELY 45.457 ACRES.

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

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

WHEREAS, I-25 Gateway Center, LLC, a Colorado limited liability company, submitted an application to amend the outline development plan (“ODP”) for Gateway Center Filing No. 4; and

WHEREAS, on May 13, 2020, the Planning and Zoning Commission conducted a public hearing and recommended approval of the proposed amendments to the ODP subject to a condition, which condition has been satisfied; and

WHEREAS, on June 1, 2020, the Town Council conducted a public hearing to consider the proposed amendments to the ODP, which included: (i) adding vehicle sales and rentals as a conditional use and providing details regarding the display requirements, (ii) modifying the standard parking space length to eighteen (18) feet on the condition that the space does not interfere with walkways required by the Americans with Disabilities Act and provides a minimum width of six (6) feet when adjacent to landscaped areas or walkways; (iii) removing the right to post temporary signs; and (iv) removing the requirement that roof colors be dark green; and

WHEREAS, based upon the evidence presented at the public hearing and the recommendation of the Planning and Zoning Commission, the Town Council finds that the proposed amendments to the outline development plan for the I-25 Gateway Center, Filing No. 4, are appropriate and in the best interests of the Town.

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

Section 1. Approval of Amended Outline Development Plan. The I-25 Gateway Center, Filing No. Four P.U.D. Amendment No. Three, Outline Development Plan - Final Development

Plan, related to property located in the Southeast Quarter of Section 3, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, containing approximately 45.457 acres, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved.

Section 2. Publication; Effective Date; Recording. 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. Upon its effective date, the Town Clerk is hereby directed to record the I-25 Gateway Center, Filing No. Four-P.U.D. Amendment No. Three, Outline Development Plan-Final Development Plan, as depicted on Exhibit A, with the Office of the Weld County Clerk and Recorder.

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

**PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM**

ITEM: Amendment to I-25 Gateway Center Filing Four PUD
PROJECT: I-25 Gateway Center Filing Four PUD Amendment No. 3
LOCATION: West of I-25 / North of Hwy 60
APPLICANT: Vogel & Associates, on behalf of Gateway Owners, LLC (owner)
STAFF: Kim Meyer, Planning & Development Director
HEARING DATE: May 13, 2020

EXECUTIVE SUMMARY

The Town of Johnstown is considering a request for an amendment to the text of the I-25 Gateway Center Filing Four PUD. The amendment will:

- Add Vehicle Sales and Rental as a Conditional Use
- Adds Subsection 4, under E Development Standards, to provide additional detail on vehicle sales and rental display requirements.
- Modification to allow a standard parking space length to be 18 feet (vs 20 feet), if it does not interfere with an ADA-required walkway, and/or the space overhangs a landscape area or walk with a minimum width of 6 feet.
- Amendment to Section G.2. Temporary Signs provides for temporary signs, but removes the ability to post signs off-site, in keeping with typical town standards.
- Amendment to Section J.3.B Architecture – removes the requirement that roof color must be dark green.

PROPERTY DATA

Location: North of WCR 48, East of I-25 in the Gateway Center Subdivision
Property Size: 45.46 Acres
Current Zoning/Land Use(s): PUD-B - "I-25 Gateway Center Filing No Four"
Surrounding Zoning/Land Uses: North: Weld Co "A" Agriculture zone district
South: PUD-MU – vacant (development proposal pending)
East: I-25 and PUD-MU – "Vista Commons," vacant
West: Gateway Commercial (GC) zone district – light industrial

BACKGROUND

Annexation: Gateway Center Annexation No 2, 02/05/1996, 159.19 acres
Subdivision: I-25 Gateway Center Filing No Four, 03/14/2003, 45.46 acres
Zoning: Gateway zone district I-25 Gateway Center, 02/05/1996
PUD-B Overlay "I-25 Gateway Center Filing No Four PUD," 10/21/2002, (ORD 2002-699);
PUD Amendment #2 July 2019 (ORD 2019-163)

This PUD overlay district was approved in 2002. The PUD document created three use areas – A, B, and C. Area A (9.17 ac.) permits retail and commercial uses, further clarified in the document; Area B (13.96 ac) permits Uses in A, in addition to select light industrial uses; Area C (16.96 ac.) permits all uses in A and B, plus an expanded list of light industrial uses. The I-25 Gateway PUD applies to only those lots identified in the PUD map, the remainder of the “Gateway Subdivision” was zoned to the Gateway zoning district, a modified industrial district in the Johnstown Municipal Code.

ANALYSIS OF THE SITE, PROJECT, AND POTENTIAL IMPACTS

Site: The area of the PUD itself poses no atypical or notable conditions (i.e., topography, geometry, context) that would negatively impact or restrict the ability to reasonably develop and use these lots for the uses listed and proposed in the PUD documents. The current PUD list of uses provides a wide range of retail, commercial, and light industrial uses that are permitted and accessory in nature. There are no special or conditional uses listed in the current PUD.

Land Use Amendment Proposed:

The land use change proposed include the addition of Principal Uses permitted by Conditional Use Grant: Vehicles Sales and Rental (Lot 4 & 5 only), and Vehicle Sales and Rental Service and Repair to “Area B.” This modifies the language in Section D of the PUD text, which outlines the permitted uses within each of the Areas identified on the PUD. Subsection D.1. Current general uses by Area, include:

- Area A lists primarily retail and personal service, offices, lodging. No changes are proposed to this area.
- Area B (D.2) includes all uses included in Area A plus several light industrial warehousing type uses.
- Area C (D.3) includes all uses for Area A & B, with some heavier industrial uses, outdoor storage on specific lots internal to the development, and currently includes equipment and vehicle sales and rental.

The option to add this single use to specific lots in Area B provides a less impactful alternative than changing the boundary of Area C to include those same lots, which would open up those lots to much heavier intensity uses. Staff sees the Vehicle Sales and Rental on these lots as a more palatable option, and a potentially compatible use as uses along I-25 increase in intensity from retail at the south to the heavier industrial uses permitted in Area C.

A Conditional Use Grant review, as proposed for this additional use, would entail a public hearing with PZC and the Town Council, and allow the addition of “conditions” to mitigate or alleviate potential negative impacts to the area.

Development Standards Amendment Proposed:

To accommodate the proposed land use changes, the PUD language is proposed to be amended in Section E.4 to provide more detailed standards that a vehicle sales and rental area would need to meet. The language in the PUD appears below with suggested edits by Staff notated by brackets, [*edit*], to include:

4. Vehicle Sales and Rental

- A. Display of vehicles shall be on hot-mix asphalt or concrete and shall not impact existing landscape areas or encroach landscape buffers.*
- B. No merchandise shall be placed for sale or display with[in] any public rights-of-way, or landscape areas.*
- C. Outdoor displays of merchandise shall be located within areas that are accessible to and safe for pedestrian access.*

- D. *Any business engaged in vehicle sales or rentals shall have a principal building consisting of a minimum of 500-SF in size. The building shall be a permanent structure, [Insert period, begin new sentence] modular or portable buildings, or mobile homes, shall not be permitted.*
- E. *Elevated platforms shall be permitted with a max. of two paired platforms [4 vehicles total,] located at 100' intervals.*
- F. *The base of elevated platforms shall include an architectural skirt and shrubs.*
- G. *Elevated platform shall be a maximum of 8' from finished grade.*
- H. *Outdoor parking and display areas adjacent to I-25 shall include 3-foot high screen wall, 3-foot berm, or double row of shrubs planted 3-feet on center.*
- I. *Pole lights shall be a maximum of 25-feet in height and shall be downcast/cutoff fixtures.*

These standards create required screening and landscaping and other requirements that address how and where to display vehicles. Additional conditions could also be required through the hearing process. Staff's proposed edits are included as a recommended condition of approval for this PUD.

Other Amendments Proposed:

In the Section D, the applicant proposed to modify the length of a standard parking space to be eighteen (18) feet, versus the typical twenty (20) foot space. This reduction in length is only permitted, if it does not interfere with an ADA-required walkway, and/or the 18' space overhangs a landscape area, or walk with a minimum width of 6 feet. Staff is comfortable with this proposed modification.

A proposed amendment to Section G.2. Temporary Signs continues to permit temporary signs on individual lots, but removes the ability to post signs off-site, in keeping with typical town standards. While this proposed amendment is definitely working in the right direction and Staff approves of the amendment, Staff would prefer to not have separate allowances for temporary signs than may be permitted throughout the rest of the town. It makes our codes quite difficult to enforce and promotes varied requirements in different parts of town, which may lead to an equity issue in the future. Sign requirements within a PUD should speak to cohesive design and scale, use of materials to provide a higher standard than town codes, not be more permissive. Staff would recommend this section be stricken from the PUD document, which permits Johnstown Municipal Code, then, to be the default regulations.

Section J.3.B Architecture also has a proposed amendment, removing the requirement that roof color must be dark green. Staff concurs that this may be too limiting, and agrees with the proposed removal of this language in the hope of encouraging a more diverse and attractive collective architecture in this Gateway area of town.

Area/Neighborhood: The Gateway subdivision has developed with light industrial-type uses in large areas of the lots that are a block back from I-25, with the retail convenience store and car wash at the southeast interchange corner, and a new liquor store along Gateway Drive.

Traffic/Transportation Impact: The impact of the proposed amendments would not be anticipated to significantly or adversely affect anticipated traffic volumes, patterns, or systems in the development.

Infrastructure (Water/Wastewater): No significant impact anticipated.

Stormwater Management / Floodplain: This area is not in a designated floodplain.

COMPREHENSIVE PLAN REVIEW & ANALYSIS

Goal CF 2 Beautiful Town gateways and entries at major intersections.

Private development is encouraged to assist in creating the Gateways by... reinforcing the desired image through landscape treatment.

Goal CF-3 An enhanced character of development and overall image.

Commercial and employment design. *All commercial and employment development should provide a safe, healthy and aesthetically-pleasing environment that does not adversely affect surrounding area.*

Screening. *Provide screening of service or loading areas, or other non-essential site features, with landscaping, screen walls, fences, or other means between incompatible land uses or site areas.*

Gateway Center (Chapter 3 inset)

Gateways are the recognizable entries to the community and are typically associated with the local highway and arterial corridors. Gateway locations provide opportunities to both identify the community and to promote the desired community image.

Gateway Centers mark the entryways into the Town of Johnstown. As denoted on the Land Use Framework Map, these Gateway Centers are intended to provide regional-serving retail and office uses, as well as an assortment of medium to high density housing options. Typically, the average residential density within and around the center area is 8 to 12 dwelling units per gross acre.

The mixed-use economic center could include larger economic anchors including well designed big box retail. Commercial square footage will generally exceed 200,000 square feet. The center could also include a central park or plaza. Gateway Centers will typically be a minimum of 40 acres, and should include accompanying design guidelines to ensure developments are befitting of the Town of Johnstown. Design elements should include facades treatments, landscaping, plazas, public art and other gateway elements.

Desirable Gateway Centers include I-25 interchanges and major intersections along US 34 and SH60. Gateway Centers should link to regional transit opportunities and include locations for park-and-ride and BRT facilities.

This PUD is aptly titled the I-25 Gateway Center as it is placed firmly on a hard corner of the I-25 and Hwy 60/WCR 48 interchange – Johnstown’s primary highway interchange from I-25. Staff believes this area is a vital contributor to Johnstown’s image and identity in the region, which is likely why much of the land immediately adjacent to the I-25 corridor in this PUD was originally designated for retail and lighter-intensity commercial and light industrial uses.

The proposed land use amendment affects the potential use of the two lots (4 and 5) that separate the more retail WCR48 frontage corner (Area A) from the higher intensity, more industrial land uses permitted in Area C to the north. All prior land uses in this Area B area will remain as options, with the added potential for Vehicle Sales and Rental – as a Conditional Use – on those two lots. A Conditional Use Grant project is subject to both PZC and Town Council approval, often with a community meeting, as well; and provides the ability to include special conditions that mitigate what may otherwise pose negative impacts on adjoining lots, the neighborhood, or the overall community.

COMMUNITY / NEIGHBORHOOD RESPONSE

This public hearing was posted in the Johnstown Breeze on Thursday, April 23, 2020; mailed notices were sent to all property owners within 500 feet of the boundaries of the PUD. No neighborhood meeting was required. As of the date of publication of this Staff Report, no inquiries or comments were received by Staff.

STAFF SUMMARY

Overall, the proposed amendments to the PUD language are acceptable. The addition of a Condition Use provides some additional assurances that the Town may review each unique project proposal with additional scrutiny and ensure potential adverse impacts are mitigated. The Development Standards offer some basic guidance to developers on elements to incorporate if this use is proposed. The proposed amendments to the parking stall length and architecture seem appropriate. The amendment to the temporary signs section is welcome, but Staff maintains the desire to regulate temporary signs on a town-wise code basis rather than PUD by PUD.

STAFF RECOMMENDATION

Approval with Conditions

RECOMMENDED PLANNING COMMISSION FINDINGS AND MOTIONS

Based on the application received and the preceding analysis, the Planning & Zoning Commission finds that the proposed request for the I-25 Gateway Center Filing No. Four PUD, Amendment No 3, as amended by the following conditions, furthers the Town's Comprehensive Plan goals, is compatible with all other applicable Town standards and regulations, and maintains the harmonious relationships stated in the PUD-B purpose... and therefore moves to recommend to the Town Council approval of the proposed PUD amendment, with the following conditions:

1. Minor edits to Subsection D.4 to provide greater clarity, as indicated in the preceding analysis, shall be completed, and revised PUD plans provided to Staff prior to Town Council hearings.

Alternate Motions

A. No Conditions:

Motion to Approve with no Conditions: "...and therefore moves to recommend to the Town Council approval of the I-25 Gateway Center Filing No. Four PUD, Amendment No. 3 as presented."

B. Deny:

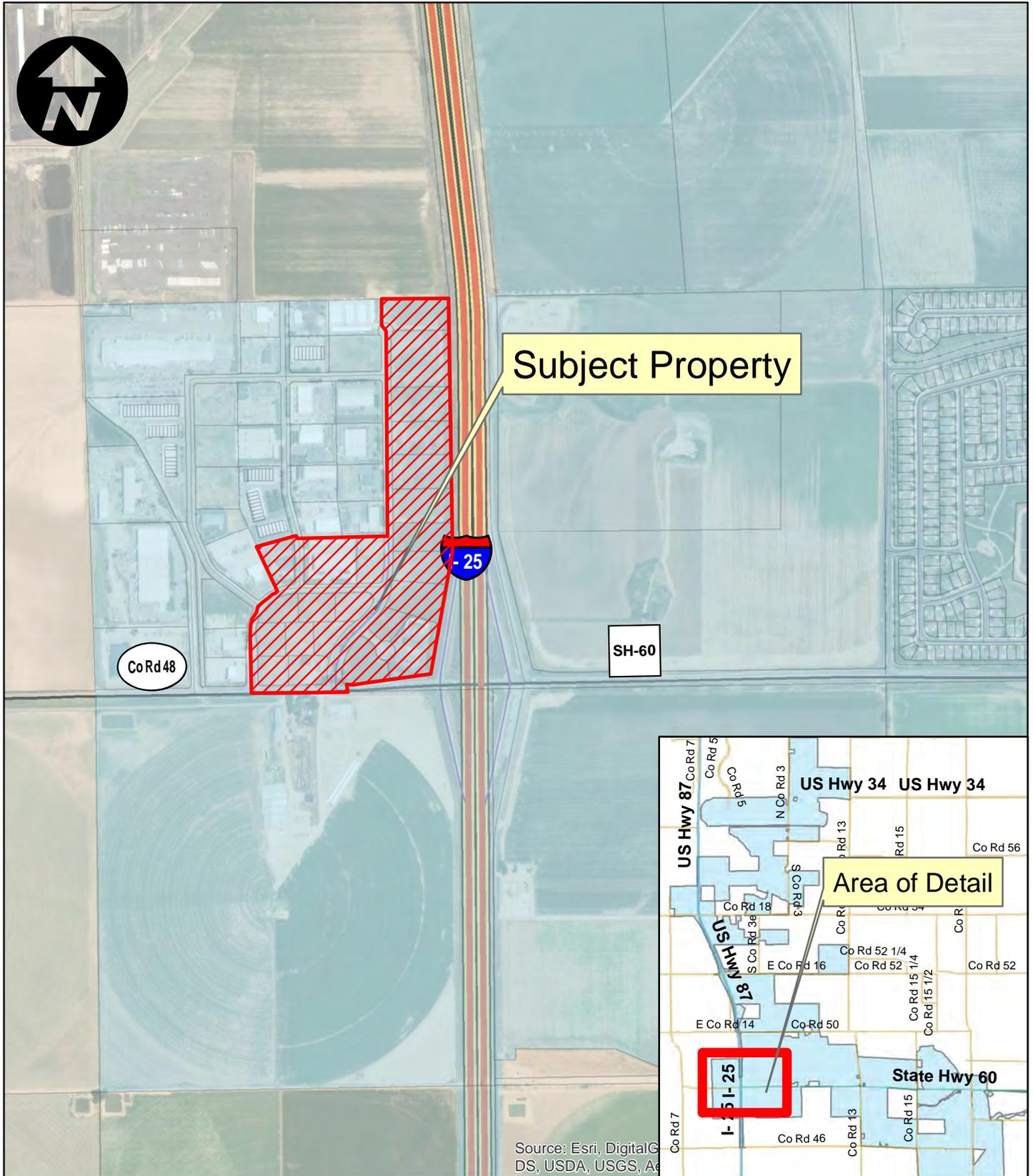
Motion to Deny: "I move that the Commission recommend to the Town Council denial of the I-25 Gateway Center Filing No. Four PUD, Amendment No 3, with the following findings: the proposed amendment..."

Examples/options:

1. is not in keeping with or furthering the Comprehensive Plan with regard to protecting the Town's Gateway areas.
2. introduces a use that the Commission finds incompatible with the surrounding area and the intent of the PUD and the Comprehensive Plan

ATTACHMENTS

- A** Vicinity Map
- B** Application Materials & PUD Plan document



Source: Esri, DigitalGlobe, GeoEye, IGN, Aerotech, Earthstar, USDA, USGS, AeroGRID, IGN, Esri, Air Photo



ZON20-001
I-25 Gateway PUD 3rd Amd
N/W Corner of WCR 48 & I-25



I-25 GATEWAY CENTER, FILING NO. FOUR-P.U.D AMENDMENT NO. THREE

OUTLINE DEVELOPMENT PLAN-FINAL DEVELOPMENT PLAN

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONTAINING 45.457 ACRES.

A. STATEMENT OF INTENT

1. THE INTENT OF THIS AMENDED PUD IS TO CREATE ADDITIONAL OPPORTUNITIES FOR OFFICE FLEX AND COMMERCIAL DEVELOPMENT AT I-25 GATEWAY CENTER. BECAUSE OF THE GATEWAY CENTERS LOCATION, AT THE INTERSECTION OF INTERSTATE 25 AND WELD COUNTY ROAD 48 (AN EXTENSION OF HIGHWAY 60), IT IS A LOGICAL LOCATION FOR HIGHWAY RETAIL OR HIGHWAY COMMERCIAL BUSINESSES. THE PUD/DISTRICT IS DIVIDED INTO THREE AREAS (A, B, & C) TO BETTER CONTROL COMPATIBILITY OF BUSINESSES AND TO LOCATE OFFICES, OFFICE FLEX/CONTROLLED LIGHT INDUSTRIAL AND NON-RETAIL COMMERCIAL BUSINESSES IN AREAS THAT WILL NOT INTERFERE WITH THE RETAIL EDGE ALONG WELD COUNTY ROAD 48 AND GATEWAY DRIVE TO GATEWAY CENTER. RETAIL BUSINESSES WOULD BE PERMITTED IN ANY OF THE THREE AREAS, BUT AREA A ALONG WELD COUNTY ROAD (WCR) WOULD BE CONSIDERED THE "RETAIL CORE".

2. PHASING:

- THE INFRASTRUCTURE AND ROADS ARE ALREADY CONSTRUCTED IN MOST OF THE AREA THAT IS SUBJECT TO THIS REQUEST.
- APPLICANT (DEVELOPER) WILL BEGIN SELLING LOTS IMMEDIATELY. HOWEVER, MARKET STUDIES THAT HAVE BEEN CONDUCTED FOR GATEWAY CENTER INDICATE THAT THE SALE OF LOTS WILL TAKE 8 TO 12 YEARS TO COMPLETE.

3. MAINTENANCE:

- COMMON AREAS (INCLUDING LANDSCAPING WITHIN PUBLIC RIGHTS-OF-WAY, OUT LOTS, LANDSCAPE EASEMENTS, ETC.) WILL BE MAINTAINED BY THE APPLICANT (DEVELOPER) INITIALLY, BUT WILL BE TURNED OVER TO THE OWNERS ASSOCIATION AS IMPROVEMENTS ARE COMPLETED.
- INDIVIDUAL LOTS WILL BE MAINTAINED BY THE APPLICANT UNTIL THEY ARE SOLD. AFTER A LOT IS SOLD, THE MAINTENANCE OF THE LOT WILL BE THE RESPONSIBILITY OF THE NEW OWNER OF THE LOT.

B. PUD AMENDMENT 2

- THE SECOND AMENDMENT TO THIS PUD OCCURRED IN 2019 AND INCREASED AREA C FOR MORE OPPORTUNITY FOR OFFICE FLEX/LIGHT INDUSTRIAL AND ALLOWED OUTDOOR STORAGE AS A PERMITTED USE ON CERTAIN LOTS, WHILE MAINTAINING THE RETAIL EDGE ALONG WCR 48 AND I-25. SEE ATTACHED OUTLINE DEVELOPMENT PLAN FOR LOCATION AND BOUNDARY OF EACH AREA.

C. PROJECT SUMMARY CHART

AREA	LAND USE	NO. OF LOTS	ACRES
A	RETAIL AND COMMERCIAL	4	4.71*
B	RETAIL, COMMERCIAL & LIGHT INDUSTRIAL (LIMITED TO SELECTED OPERATIONS)	8	13.96
C	RETAIL, COMMERCIAL & LIGHT INDUSTRIAL (WITH RESTRICTIONS)	7	16.96*
	STREET RIGHT-OF-WAY		6.28
	OUT LOTS (FOR LANDSCAPING & DETENTION)	5	3.73
	TOTAL		45.46

D. STANDARDS FOR RETAIL, COMMERCIAL AND LIGHT INDUSTRIAL LAND USES

1. AREA A

A. PRINCIPAL USES PERMITTED BY RIGHT:
THE FOLLOWING USES SHALL BE PERMITTED IN THIS DISTRICT SUBJECT TO APPROVAL BY THE PLANNING STAFF OF THE BUILDING SITE AND OPERATIONAL PLANS AND SUBJECT TO APPROVAL OF SUCH PLANS BY THE AIR POLLUTION CONTROL AND WATER POLLUTION CONTROL SECTIONS OF THE STATE DEPARTMENT OF HEALTH, AS PROVIDED IN SECTION 16-145. THESE USES ARE PERMITTED BY RIGHT PROVIDED THAT THEY ARE CONDUCTED ENTIRELY WITHIN AN ENCLOSED STRUCTURE AND THAT ALL DUST, FUMES, ODORS, SMOKE, NOISE, LIGHTS AND VIBRATION ARE CONFINED WITHIN THE LOT ON WHICH THE USE IS LOCATED.

1. RETAIL STORES:

- FOOD STORES, (SUPERMARKET OR CONVENIENCE STORE TYPES);
- GAS STATIONS (WITHOUT SERVICE BAYS);
- DELICATESSEN;
- BAKERY GOODS STORE;
- LIQUOR STORE;
- HAIRWARE STORE;
- DRUGSTORES;
- RETAIL SALES CONDUCTED PRIMARILY INSIDE AN ENCLOSED STRUCTURE;
- RETAIL NURSERY OR GARDEN STORE WITH OUTDOOR STORAGE OR DISPLAY OF MERCHANDISE;
- GASOLINE SERVICE STATION (CONVENIENCE STORE);
- MOTOR VEHICLE REPAIR AND MAINTENANCE (E.G. TIFFY LUBE, BRAKES PLUS, ETC.);
- COPY SHOPS, SIGN SHOPS (E.G. FASTSIGNS) AND PRINTING SERVICES.

3. CONSUMER SERVICE ESTABLISHMENTS:

- BARBERS AND BEAUTY SHOPS;
- RESTAURANTS AND BARS;
- SHOE REPAIR SHOP;
- LAUNDRY AND COIN-OPERATED DRY-CLEANING ESTABLISHMENT;
- PIPER ART STUDIO;
- FITNESS AND HEALTH CLUBS;
- BUSINESS AND PROFESSIONAL OFFICES;
- BANKS AND SAVINGS AND LOANS;
- MEDICAL AND DENTAL CLINICS;
- PUBLIC ADMINISTRATIVE OFFICES AND SERVICE BUILDINGS;
- PUBLIC UTILITY OFFICES AND INSTALLATIONS;
- PUBLIC LIBRARY;
- COMMERCIAL LODGING (I.E. HOTEL, MOTEL);
- THEATER;
- MINOR REPAIR, RENTAL AND SERVICE ESTABLISHMENTS;
- EQUIPMENT SALES AND RENTAL, NOT INCLUDING FARM IMPLEMENTS, MOBILE HOMES, LARGE CONSTRUCTION EQUIPMENT AND RECREATIONAL VEHICLES;
- AUTOMATIC TELLER MACHINES;
- CATERING ESTABLISHMENTS;
- DAY CARE CENTERS;
- OTHER USES SIMILAR TO THOSE LISTED ABOVE OR COMBINING 2 OR MORE OF THE USES LISTED ABOVE, AS APPROVED BY PLANNING AND DEVELOPMENT DIRECTOR.

B. PERMITTED ACCESSORY USES:

- OFFICE, STORAGE, POWER SUPPLY AND OTHER SUCH USES NORMALLY AUXILIARY TO THE PRINCIPAL USE;
- PARKING AND SERVICE AREAS;
- ACCESSORY SIGNS;
- RESIDENTIAL QUARTERS FOR GUARDS OR CARETAKERS;
- ANY OTHER STRUCTURE OR USE CLEARLY INCIDENTAL TO AND COMMONLY ASSOCIATED WITH THE OPERATION OF A PRINCIPAL USE PERMITTED BY RIGHT.

2. AREA B

A. PRINCIPAL USES PERMITTED BY RIGHT:

THE FOLLOWING USES SHALL BE PERMITTED IN THIS DISTRICT SUBJECT TO APPROVAL BY THE PLANNING STAFF OF THE BUILDING SITE AND OPERATIONAL PLANS AND SUBJECT TO APPROVAL OF SUCH PLANS BY THE AIR POLLUTION CONTROL AND WATER POLLUTION CONTROL SECTIONS OF THE STATE DEPARTMENT OF HEALTH, AS PROVIDED IN SECTION 16-145. THESE USES ARE PERMITTED BY RIGHT PROVIDED THAT THEY ARE CONDUCTED ENTIRELY WITHIN AN ENCLOSED STRUCTURE AND THAT ALL DUST, FUMES, ODORS, SMOKE, NOISE, LIGHTS AND VIBRATION ARE CONFINED WITHIN THE LOT ON WHICH THE USE IS LOCATED.

1. ALL USES LISTED UNDER AREA "A";

- EDUCATIONAL FACILITIES
 - TRADE OR VOCATIONAL SCHOOLS OR TRAINING CENTERS;
 - SPECIAL SCHOOLS SUCH AS MARTIAL ARTS, DANCE OR OTHER SUCH SKILL INSTRUCTION;
 - MANUFACTURING, ASSEMBLY, PROCESSING AND FABRICATION PLANTS;
- RESEARCH FACILITIES;
- EXPERIMENTAL TESTING AND RESEARCH LABORATORIES;
- PRINTING AND PUBLISHING HOUSES AND RELATED ACTIVITIES;
- BUSINESS TO BUSINESS GOODS AND SERVICES
 - GENERAL ADMINISTRATIVE OFFICES;
 - BUSINESS SERVICE ESTABLISHMENTS, INCLUDING, BUT NOT LIMITED TO, ADVERTISING, PROPERTY MANAGEMENT AND MAINTENANCE, PERSONNEL SERVICES, COMPUTER SERVICES, BOOKKEEPING AND MAILING SERVICES;
 - MEDICAL, DENTAL AND OPTICAL LABORATORIES AND RESEARCH FACILITIES;
- GENERAL BUILDING CONTRACTORS OFFICES COMPLETELY INSIDE AN ENCLOSED STRUCTURE;
- DISTRIBUTION CENTERS;
- PERMIT CLUB OR LODGE;
- BUS OR OTHER PUBLIC TRANSIT TERMINAL;
- SPORTING FACILITIES SUCH AS INDOOR-SOCCER FIELDS, BATTING CAGES, ETC.;
- OTHER USES SIMILAR TO THOSE LISTED ABOVE OR COMBINING 2 OR MORE OF THE USES LISTED ABOVE.

B. PRINCIPAL USES PERMITTED BY CONDITIONAL USE PERMIT:

- VEHICLE SALES AND RENTAL (LOT 4 AND 5 ONLY);
- VEHICLE SALES AND RENTAL SERVICE AND REPAIR.

C. PERMITTED ACCESSORY USES:

- OFFICE, STORAGE, POWER SUPPLY AND OTHER SUCH USES NORMALLY AUXILIARY TO THE PRINCIPAL USE;
- PARKING AND SERVICE AREAS;
- ACCESSORY SIGNS;
- RESIDENTIAL QUARTERS FOR GUARDS OR CARETAKERS;
- ANY OTHER STRUCTURE OR USE CLEARLY INCIDENTAL TO AND COMMONLY ASSOCIATED WITH THE OPERATION OF A PRINCIPAL USE PERMITTED BY RIGHT.

D. STANDARDS FOR RETAIL, COMMERCIAL AND LIGHT INDUSTRIAL LAND USES

1. AREA A

A. PRINCIPAL USES PERMITTED BY RIGHT:

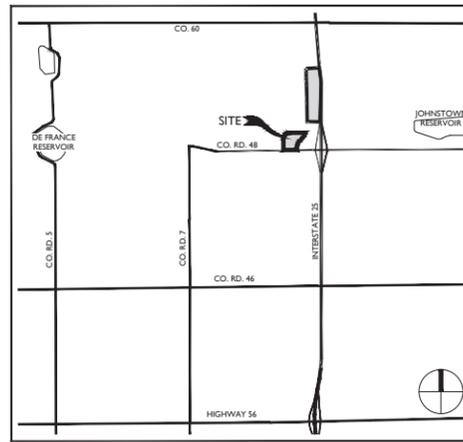
THE FOLLOWING USES SHALL BE PERMITTED IN THIS DISTRICT SUBJECT TO APPROVAL BY THE PLANNING STAFF OF THE BUILDING SITE AND OPERATIONAL PLANS AND SUBJECT TO APPROVAL OF SUCH PLANS BY THE AIR POLLUTION CONTROL AND WATER POLLUTION CONTROL SECTIONS OF THE STATE DEPARTMENT OF HEALTH, AS PROVIDED IN SECTION 16-145. THESE USES ARE PERMITTED BY RIGHT PROVIDED THAT THEY ARE CONDUCTED ENTIRELY WITHIN AN ENCLOSED STRUCTURE AND THAT ALL DUST, FUMES, ODORS, SMOKE, NOISE, LIGHTS AND VIBRATION ARE CONFINED WITHIN THE LOT ON WHICH THE USE IS LOCATED.

1. ALL USES LISTED IN AREAS "A" AND "B" ABOVE;

- RESEARCH FACILITIES, TESTING LABORATORIES, OR ANY MANUFACTURING FABRICATION, ASSEMBLY, TREATMENT OR PRODUCTION OF PRODUCTS, PROVIDED DUST, FUMES, ODOR, VAPOR, NOISE, LIGHT AND VIBRATION ARE CONFINED TO THE LOT IN WHICH THE USE IS LOCATED. ALL ACTIVITY MUST MEET APPLICABLE STATE AND FEDERAL POLLUTION LAWS AND ENVIRONMENTAL REGULATIONS.
- ESSENTIAL MUNICIPAL AND PUBLIC UTILITY USES, FACILITIES, SERVICES AND STRUCTURES; PROVIDED OFFICES, REPAIR, STORAGE AND PRODUCTION FACILITIES ARE NOT INCLUDED.
- ELECTRICAL SUBSTATION AND WATER STORAGE TANKS (IF REQUIRED FOR SERVICE TO DEVELOPMENT).

SAID TRACT ALSO BEING A REPLAT OF:

- I-25 GATEWAY CENTER, FILING NO. ONE,
- OUTLOT "B", I-25 GATEWAY CENTER, FILING NO. TWO, REPLAT "A",
- OUTLOT "A", I-25 GATEWAY CENTER, FILING NO. FIVE,
- LOT 2, BLOCK 2, LOTS 8 AND 9, I-25 GATEWAY CENTER, FILING NO. SIX.



VICINITY MAP
NOT TO SCALE

D. STANDARDS FOR RETAIL, COMMERCIAL AND LIGHT INDUSTRIAL LAND USES (CON.)

3. AREA C

- ADDITIONAL BUSINESS TO BUSINESS GOODS AND SERVICES;
- SPECIAL TRADE CONTRACTORS SHOPS INCLUDING LIMITED FABRICATION, COMPLETELY INSIDE AN ENCLOSED STRUCTURE;
- MACHINE SHOPS, TOOL AND DIE EQUIPMENT, AND ENGINE REPAIR WITH ALL ACTIVITY INSIDE AN ENCLOSED STRUCTURE;
- PUBLISHING, BINDING AND ENGRAVING ESTABLISHMENTS, WHICH MAY INCLUDE PRINTING SERVICES AND TYPESETTING;
- NEWSPAPER PRINTING, PUBLISHING, AND PRODUCTION FACILITIES;
- COMMERCIAL LAUNDRIES, LINEN SUPPLY SERVICES, DRY CLEANING PLANTS;
- WHOLESALE TRADE CONDUCTED COMPLETELY INSIDE AN ENCLOSED STRUCTURE;
- STORAGE, PARKING AND TRANSPORTATION USES;
- OUTDOOR STORAGE IS PERMITTED ON LOTS IN THE GATEWAY CENTER FILING 4, BLOCK 3 ONLY, INCLUDING LOTS: 1, 2, 4, 7 AND 8. AS A PRIMARY USE WHEN FULLY SCREENED FROM VIEW OF STREETS AND NEARBY PROPERTIES, VIA A FUNCTIONAL COMBINATION OF STRUCTURES, LANDSCAPING, BERING AND/OR SOLID FENCING OR WALLS THAT INCORPORATE PROJECTIONS/RECESSES OF 4-5 FEET OR MORE AT LEAST EVERY 100 FEET;
- WAREHOUSES AND STORAGE PLANTS FOR BUSINESS AND CONSUMER GOODS COMPLETELY WITHIN AN ENCLOSED STRUCTURE;
- EQUIPMENT SALES AND RENTAL, INCLUDING CARS, TRUCKS, RECREATIONAL VEHICLES AND SMALL AGRICULTURAL EQUIPMENT, BUT NOT INCLUDING MOBILE HOMES OR LARGE CONSTRUCTION EQUIPMENT;
- OTHER USES SIMILAR TO THOSE LISTED ABOVE OR COMBINING 2 OR MORE OF THE USES LISTED ABOVE.

B. PRINCIPAL USES PERMITTED BY CONDITIONAL USE PERMIT

- VEHICLE SALES AND RENTAL (LOT 9, 8, 9, 10);
- VEHICLE SALES AND RENTAL SERVICE AND REPAIR.

C. PERMITTED ACCESSORY USES:

- OFFICE STORAGE, POWER SUPPLY AND OTHER SUCH NORMALLY AUXILIARY TO THE PRINCIPAL USE;
- PARKING AND SERVICE AREAS;
- ACCESSORY SIGNS;
- RESIDENTIAL QUARTERS FOR GUARDS OR CARETAKERS; AND
- ANY OTHER STRUCTURE OR USE CLEARLY INCIDENTAL TO AND COMMONLY ASSOCIATED WITH THE OPERATION OF A PRINCIPAL USE PERMITTED BY RIGHT.

E. DEVELOPMENT STANDARDS

1. LOT SIZE: THERE IS NOT A MINIMUM LOT SIZE

2. BUILDING SETBACKS:

- THE MINIMUM SETBACK FROM THE RIGHT-OF-WAY FOR INTERSTATE 25 IS SIXTY-FIVE (65) FEET FOR STRUCTURES AND THIRTY-FIVE (35) FEET FOR PARKING LOTS.
- THE MINIMUM SETBACK FROM WELD COUNTY ROAD 48 BETWEEN INTERSTATE 25 AND GATEWAY DRIVE IS THIRTY (30) FEET.
- THE MINIMUM SETBACK FROM ALL OTHER RIGHTS-OF-WAYS IS TWENTY (20) FEET FOR STRUCTURES AND TEN (10) FEET FOR PARKING LOTS.
- THE MINIMUM SETBACK FROM ALL OTHER PROPERTY LINES IS TEN (10) FEET FOR STRUCTURES AND SEVENTY LOTS.

3. PARKING STANDARDS:

A. REQUIRED OFF-STREET PARKING

USE	PARKING
PUBLIC ASSEMBLY FACILITY PROVIDED FOR SEATED AUDIENCES (E.G. CHURCHES, THEATERS, AUDITORIUMS, ETC.)	1 SPACE FOR EVERY 3 SEATS
ELEMENTARY SCHOOLS	2 SPACES FOR EVERY CLASSROOM (IF THE SCHOOL INCLUDES AN AUDITORIUM, THE AUDITORIUM REQUIREMENT SHALL GOVERN IF IT IS GREAT)
JUNIOR AND SENIOR HIGH SCHOOLS	AUDITORIUM REQUIREMENT OF 1 SPACE FOR EVERY 5 STUDENTS OF MAXIMUM CAPACITY
HOSPITALS	1 SPACE FOR EVERY 2 BEDS
COUNCES	5 SPACES PER MAXIMUM NUMBER OF PRACTITIONERS ON SITE AT ANY ONE TIME
VETERANARY CLINICS/HOSPITALS	1 SPACE PER MAXIMUM NUMBER OF PRACTITIONER ON SITE AT ANY ONE TIME
INDUSTRIAL USES	1 SPACE FOR EVERY 2 EMPLOYEES
RETAIL STORES	1 SPACE FOR EVERY 200 SQ. FT. OF G.L.A.
CUSTOMER SERVICE ESTABLISHMENTS	1 SPACE FOR EVERY 200 SQ. FT. OF G.L.A.
RESTAURANT OR BAR	1 SPACE FOR EVERY 100 SQ. FT. OF G.L.A.
PERMITTED SHOPPING CENTER	1 SPACE FOR EVERY 200 SQ. FT. OF G.L.A.

B. PARKING STALL SIZE: NOT INDIVIDUAL PARKING SPACE SHALL BE AT LEAST NINE (9) FEET WIDE BY EIGHTEEN (18) FEET LONG, AND IF COVERED SHALL HAVE A MINIMUM HEIGHT CLEARANCE OF SEVEN (7) FEET. PARKING STALLS WITH 10 FEET OR MORE WIDTHS WITH ADJACENT ADA WALKWAYS.

4. VEHICLE SALES AND RENTAL

- DISPLAY OF VEHICLES SHALL BE ON HOT-MIX ASPHALT OR CONCRETE AND SHALL NOT IMPAIR EXISTING LANDSCAPE AREAS OR ENROACH LANDSCAPE BUFFERS.
- NO MERCHANDISE SHALL BE PLACED FOR SALE OR DISPLAY WITH ANY PUBLIC RIGHTS-OF-WAY, OR LANDSCAPED AREAS.
- OUTDOOR DISPLAYS OF MERCHANDISE SHALL BE LOCATED WITHIN AREAS THAT ARE ACCESSIBLE TO AND SAFE FOR PEDESTRIAN ACCESS.
- ANY BUSINESS ENGAGED IN VEHICLE SALES OR RENTALS SHALL HAVE A PRINCIPAL BUILDING CONSISTING OF A MINIMUM OF 500-SQUARE FEET IN SIZE. THE BUILDING SHALL BE A PERMANENT STRUCTURE. MODULAR OR PORTABLE BUILDINGS, OR MOBILE HOMES, SHALL NOT BE PERMITTED.
- ELEVATED PLATFORMS SHALL BE PERMITTED WITH A MAX. OF TWO PAIRED PLATFORMS, 4 VEHICLES TOTAL, LOCATED AT 100' INTERVALS.
- THE BASE OF ELEVATED PLATFORMS SHALL INCLUDE AN ARCHITECTURAL SKIRT AND SHRUBS.
- ELEVATED PLATFORMS SHALL BE A MAXIMUM OF 8' FROM FINISHED GRADE.
- OUTDOOR PARKING AND DISPLAY AREAS ADJACENT TO I-25 SHALL INCLUDE 3' HIGH SCREEN WALL, 3' BERM OR DOUBLE ROW OF SHRUBS PLANTED 3' ON CENTER.
- POLE LIGHTS SHALL BE A MAXIMUM OF 25' IN HEIGHT AND SHALL BE DOWNCAST/ CUTOFF FIXTURES.

F. AUXILIARY USE STANDARDS

1. LIMITATION ON EXTERNAL EFFECTS OF USES

- NO USE OR ACTIVITY SHALL BE PERMITTED TO PRODUCE HAZARDOUS CONDITIONS OR NOXIOUS INFLUENCES, SUCH AS NOISE, VIBRATION, HEAT, GLARE, RADIATION, FUMES, SMOKE OR OTHER POLLUTANT TO A DEGREE DETRIMENTAL TO EXISTING OR PROSPECTIVE ADJACENT DISTRICTS.
- ALL FUEL, RAW MATERIALS AND PRODUCTS STORED OUTDOORS SHALL BE ENCLOSED BY A SOLID FENCE OR WALL ADEQUATE TO CONCEAL SUCH FUEL, RAW MATERIALS AND PRODUCTS FROM ADJACENT PROPERTIES.

G. SIGN GUIDELINES

1. GENERAL

- THE LOCATION AND DESIGN OF ALL SIGNS REQUIRED TO BE POSTED BY THIS SECTION SHALL BE APPROVED BY THE TOWN STAFF PRIOR TO ERECTION OF THE SIGN.
- SIGN AREA WILL BE BASED ON THE SMALLEST POSSIBLE AREA OF ANY RECTILINEAR GEOMETRIC SHAPE THAT UTILIZES 8 OR FEWER STRAIGHT LINES THAT JOIN EACH OTHER AT RIGHT ANGLES AND THAT ENCLOSES THE EXTREME LIMITS OF THE LETTERS, LOGOS, GRAPHIC SYMBOLS AND THE SIGN BACKING (IF BACKING IS PRESENT).
- ALL SIGNS RELATED TO A MULTI-USE STRUCTURE SHALL PROVIDE A CONTINUITY OF DESIGN TO THE AGGREGATE. SHALL BE PROPORTIONED TO THE BUILDING SPACE ALLOTTED, AND SHALL BE COMPATIBLE IN DESIGN WITH EACH OTHER. SUCH CONTINUITY AND PROPORTION SHALL BE SUBJECT TO REVIEW BY THE TOWN STAFF.
- THE OWNER OR THE DULY AUTHORIZED AGENT OF THE MULTI-USE STRUCTURE SHALL PROVIDE A PLAN WHICH IDENTIFIES THE GENERAL SIGN THERE FOR THE STRUCTURE AND SHALL MAKE THIS INFORMATION AVAILABLE TO ALL TENANTS IN THE STRUCTURE.
- THE TOWN STAFF MAY ALLOW ADDITIONAL BUSINESS OR COMPLEX IDENTIFICATION SIGNS WHEN THERE ARE TWO (2) SEPARATE BUILDING FRONTS HAVING INDEPENDENT ENTRANCES NOT VISIBLE FROM ONE (1) LOCATION. NO MORE THAN TWENTY (20) SQUARE FEET OF SIGNAGE PER BUSINESS MAY BE VISIBLE ON ANY BUILDING FROM ANY ONE (1) LOCATION. THIS PROVISION APPLIES TO ALL SIGNS UNLESS SPECIFICALLY EXCLUDED ELSEWHERE IN THIS CHAPTER.
- COMBINATION OF SIGNS: EACH BUSINESS ACTIVITY SHALL BE AUTHORIZED TO UTILIZE WITHIN THE LIMITS ESTABLISHED BY THIS CHAPTER, A COMBINATION OF TWO (2) OF THE FOLLOWING: (A) ONE (1) WALL SIGN; (B) ONE (1) CANOPY SIGN; (C) ONE (1) FREESTANDING SIGN; (D) ONE (1) PROJECTING SIGN; AND ONE (1) POLE SIGN. A BUSINESS ACTIVITY SHALL BE LIMITED TO NO MORE THAN TWO (2) SIGNS HEREIN DEFINED, AND A MAXIMUM AGGREGATE AREA OF EACH SIGN SHALL NOT EXCEED TWO HUNDRED (200) SQUARE FEET.
- HANGING PANELS: FREESTANDING SIGNS AND PROJECTING SIGNS WITH THE EXCEPTION OF MULTI-USE SIGNS MAY INCLUDE A MAXIMUM OF TWO (2) ADDITIONAL HANGING PANELS PER FREESTANDING OR PROJECTING SIGN. ALL HANGING PANELS SUSPENDED FROM PROJECTING SIGNS SHALL CLEAR GRADE BY A MINIMUM OF EIGHT (8) FEET. THE MAXIMUM AGGREGATE AREA OF THE FREESTANDING SIGN TOGETHER WITH THE HANGING PANELS SHALL NOT EXCEED TWO HUNDRED (200) SQUARE FEET. THE MAXIMUM AGGREGATE AREA OF THE PROJECTING SIGN, TOGETHER WITH THE HANGING PANELS, SHALL NOT EXCEED ONE HUNDRED (100) SQUARE FEET IN AREA.
- THE PROPERTY OWNERS ASSOCIATION AND/OR DEVELOPER OF THE PUD SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND, WHEN NECESSARY, THE REPLACEMENT OF ALL SIGNS ERRECTED FOR THE BENEFIT OF THE ENTIRE DEVELOPMENT. THE OWNER(S) AND/OR DEVELOPER(S) SHALL MAINTAIN ALL TEMPORARY SIGNS LOCATED AT MAJOR ENTRANCES UNTIL NINETY PERCENT (90%) OF THE CERTIFICATES OF OCCUPANCY FOR THE DEVELOPMENT HAVE BEEN ISSUED. AT WHICH TIME THE TOWN STAFF MAY REQUIRE REMOVAL. THE REQUIREMENTS OF THIS SUBSECTION SHALL APPLY TO ALL SUCCESSOR DEVELOPERS. ALL SIGNS ON PRIVATE PROPERTY FOR THE BENEFIT OF ONLY THE PROPERTY OWNER SHALL BE MAINTAINED BY THE PROPERTY OWNER.

2. PERMANENT SIGNS

- COMPLEX IDENTIFICATION SIGNS: EACH MULTI-USE STRUCTURE SHALL BE PERMITTED ONE (1) MULTI-TENANT IDENTIFICATION SIGN CONTAINING ONLY THE NAME OF THE STRUCTURE AND/OR INCLUDING THE NAMES OF THE INDIVIDUAL BUSINESSES THEREIN OR A DESCRIPTION OF THE TYPES OF BUSINESSES THEREIN. COMPLEX IDENTIFICATION SIGNS SHALL NOT EXCEED FIFTY (50) SQUARE FEET IN AREAS "A" AND "B" AND ONE HUNDRED (100) SQUARE FEET IN AREA "C" AND MAY BE FREESTANDING OR WALL MOUNTED.
- INDIVIDUAL BUSINESS SIGNS: BUSINESSES OR ACTIVITIES IN MULTI-USE STRUCTURES SHALL ALSO BE ALLOWED ONE (1) WALL OR CANOPY SIGN OR GROUND SIGN FOR EACH ACTIVITY OR BUSINESS OWNING OR LEASING SPACE WITHIN THE MULTI-USE STRUCTURE. WALL SIGNS SHALL BE PLACED ON THE GROUND FLOOR. THE TOTAL SIGN AREA FOR ALL SUCH SIGNS SHALL NOT EXCEED TWENTY (20) SQUARE FEET PER BUSINESS.

3. FREESTANDING SIGNS SITE REQUIREMENTS

- THE ACTIVITY OR BUSINESS SHALL BE ACCESSIBLE BY AUTOMOBILE, AND SHALL HAVE OFF-STREET PARKING ON PREMISES.
- ALL SIGNS, EXCEPT MULTI-TENANT SIGNS AND POLE SIGNS, SHALL BE LOCATED ON THE LOT OF THE ADVERTISED USE.
- ALL SIGNS MUST BE SET BACK FROM PROPERTY LINE A DISTANCE EQUAL TO THEIR HEIGHT, EXCEPT THAT A GROUND SIGN UP TO SIX (6) FEET IN HEIGHT SHALL BE ALLOWED TO BE PLACED ONE (1) FOOT FROM THE PROPERTY LINE.
- POLE SIGN REQUIREMENTS:
 - SITE: A MAXIMUM OF TWO (2) POLE SIGNS WILL BE ALLOWED WITHIN GATEWAY CENTER, ONLY WITH LOTS ABUTTING THE RIGHTS-OF-WAY OF WCR 48 OR INTERSTATE 25.
 - SETBACK:
 - MINIMUM SETBACK FROM ANY STREET RIGHTS-OF-WAY WILL BE EQUAL TO THE HEIGHT OF THE SIGN
 - MINIMUM SETBACK FROM PROPERTY LINES WILL BE 10 FEET
 - HEIGHT: MAXIMUM HEIGHT ALLOWED WILL BE 45 FEET, AS MEASURED FROM THE ELEVATION OF THE NEAREST POINT ON THE CENTERLINE OF W.C.R. 48 TO THE ELEVATION AT THE TOP OF THE SIGN.
 - SIGN AREA: MAXIMUM DISPLAY AREA ALLOWED WILL BE 400 SQUARE FEET PER SIDE.
- MAINTENANCE: POLE SIGNS WILL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION OR BY THE OWNER OF THE SIGN.
- A SINGLE ACTIVITY OR BUSINESS NOT IN A MULTI-USE STRUCTURE SHALL BE PERMITTED NO MORE THAN TWO (2) SIGNS. THESE MAY INCLUDE NOT MORE THAN ONE (1) FREESTANDING SIGN ONE (1) POLE SIGN OR ONE (1) WALL SIGN. THESE SIGNS SHALL MEET THE SITE REQUIREMENTS PROVIDED BY THIS SUBSECTION.
- ALL NEW GROUND SIGNS SHALL BE PLACED IN AN APPROPRIATELY LANDSCAPED AREA AND SHALL NOT EXCEED TWELVE (12) FEET IN HEIGHT OR EXCEED 48 SQUARE FEET IN AREA PER SIDE. NO FREESTANDING SIGN SHALL BE PLACED IN A LOCATION THAT WILL OBSTRUCT EXISTING OR PROPOSED LEGAL CONFORMING SIGNS.
- OTHER SIGNAGE PLANS: AFTER RECEIVING THE APPROVAL OF THE GATEWAY CENTER ARCHITECTURAL CONTROL COMMITTEE, MAY BE SUBMITTED FOR APPROVAL BY THE TOWN.
- PROHIBITED SIGNS: THE FOLLOWING TYPES OF SIGNS SHALL BE PROHIBITED: BILLBOARDS, FLASHING/MOVING SIGNS, ELECTRONIC MESSAGING SIGNS, ANIMATED SIGNS, UNSAFE SIGNS, ROOF SIGNS, SIGNS WHICH CAUSE RADIO OR TELEVISION INTERFERENCE AND SIGNS IN THE RESTRICTED SIGHT TRIANGLE AT CORNERS.

H. LANDSCAPE GUIDELINES

1. GENERAL

- SITE DEVELOPMENT WILL COMPLY WITH TOWN'S CURRENT LANDSCAPE GUIDELINES, WITH THE EXCEPTIONS/MODIFICATIONS LISTED BELOW.
- RESPONSIBILITIES FOR INSTALLATION & MAINTENANCE:
 - LANDSCAPING WITHIN LANDSCAPE EASEMENTS AND SITES OWNED BY THE OWNERS ASSOCIATION (E.G. DETENTION AREA) WILL BE MAINTAINED BY THE OWNERS ASSOCIATION.
 - LANDSCAPING OUTSIDE OF LANDSCAPE EASEMENTS AND/OR WITHIN STREET RIGHTS-OF-WAY (INCLUDING INTERSTATE 25 RIGHT-OF-WAY) WILL BE PLANTED AND MAINTAINED BY THE OWNER OF THE ADJACENT SITE.
- EXCEPTIONS/MODIFICATIONS:
 - LANDSCAPE AREA: FOR DEVELOPED SITES OVER 1.0 ACRES IN SIZE, FIFTEEN PERCENT (15%) OF THE TOTAL LAND AREA OF THE SITE SHALL BE LANDSCAPE OPEN SPACE. THE AREA WILL BE LANDSCAPED AT A RATIO OF AT LEAST ONE (1) TREE AND FIVE (5) SHRUBS PER 1,000 SQUARE FEET.
 - SITES WITH BUILDINGS OF 25,000 SQUARE FEET OR GREATER AREA WILL PROVIDE A BUFFER YARD OF AT LEAST FIFTEEN (15) FEET IN WIDTH.
 - NATIVE GRASSES AND WILDLIFLOWER ARE AN ACCEPTABLE GROUND COVER IN AREAS MORE THAN 100 FEET FROM RIGHTS-OF-WAY OR INTERIOR STREETS.

I. ARCHITECTURE GUIDELINES

1. REQUIRED ARCHITECTURAL SUBMISSION: PRIOR TO APPLYING FOR A BUILDING PERMIT, THE PROPERTY OWNER SHALL BE REQUIRED TO SUBMIT ARCHITECTURAL PLANS TO THE TOWN AND RECEIVE APPROVAL FROM THE TOWN PLANNER. THESE ARCHITECTURAL PLANS SHALL INCLUDE SITE PLAN AND ELEVATIONS. ATTACHED TO THESE PLANS SHALL BE A LETTER OF APPROVAL FROM THE ARCHITECTURAL CONTROL COMMITTEE FOR GATEWAY CENTER.

2. ARCHITECTURAL GUIDELINES

A. GENERAL: THE APPROVAL OF THE FINAL DEVELOPMENT PLAN BY THE PLANNING STAFF SHALL BE BASED ON THE GUIDELINES PRESCRIBED IN THIS SECTION

B. BUILDING WALLS

- THE FOLLOWING MATERIALS MAY BE USED ON THE EXTERIOR OF THE BUILDING:
 - BRICK
 - CONCRETE MASONRY UNIT (I.E. BLOCK)
 - CONCRETE PANELS
 - STONE
 - STUCCO
 - WOOD
 - METAL LIMITED TO ACCENT AND STRUCTURAL MEMBERS

h. METAL SIDING LIMITED TO SIDES OF BUILDING NOT ADJACENT TO A PUBLIC STREET.

2. THE FOLLOWING COLORS ARE ACCEPTABLE:

- ALL EXTERIOR COLORS
- ANY OTHER COLOR MAY BE USED IN A LIMITED AMOUNT AS AN ACCENT COLOR.

C. ROOF OF BUILDINGS

- PITCHED ROOFS SHALL BE METAL STANDING SEAM TYPE.
- FLAT ROOFS WILL BE ALLOWED WHEN THE VIEW OF THE ROOF LINE FROM ADJACENT STREET RIGHTS-OF-WAY IS SCREENED BY PARAPET WALLS WITH ARCHITECTURAL VARIATIONS IN SHAPE AND HEIGHT.
- THE COLOR OF ALL PITCHED ROOFS SHALL BE DARK GREEN, A MINIMUM OF 6% OF THE PARAPET WALLS AROUND A BUILDING SHALL BE DARK GREEN.
- MAXIMUM HEIGHT OF BUILDINGS SHALL BE THIRTY-FIVE (35) FEET. HEIGHT SHALL BE MEASURED FROM PROPOSED ELEVATION AT BUILDING WALL TO HIGHEST POINT ON BUILDING.
- FACADES SHALL BE DELINEATED INTO AREAS NO GREATER THAN SEVENTY-FIVE (75) FEET IN HORIZONTAL LENGTH BY USE OF ARCHITECTURAL FEATURES (I.E. COLUMNS, PILASTERS, CORNICES, CHANGES IN MATERIALS, RECESSED AREAS, PROTRUDING ELEMENTS, ETC.). ENRANCES SHALL BE ACCENTED WITH ARCHITECTURAL FEATURES SUCH AS THOSE LISTED PREVIOUSLY. OWNERS WILL BE ENCOURAGED TO INCORPORATE LOGS OR WOODEN BEAMS INTO THE ARCHITECTURAL FEATURES AT EACH BUILDING'S MAIN ENTRANCE.
- SERVICE AREAS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING, SHALL BE SCREENED FROM VIEW FROM ADJACENT STREET RIGHTS-OF-WAYS:
 - TRUCK STORAGE/PICKUP
 - LOADING DOCKS

J. UNIFYING DESIGN ELEMENTS

THE FOLLOWING REQUIREMENTS WILL CREATE A UNIFIED APPEARANCE FOR THE DEVELOPMENT:

1. LANDSCAPING

- ENTRY LANDSCAPING: EACH OF THE TWO (2) ENTRANCES FROM WELD COUNTY ROAD 48 WILL HAVE MEDIANS. THESE MEDIANS WILL BE LANDSCAPED TO CREATE A SIMILAR APPEARANCE. THIS WILL BE ACCOMPLISHED BY USING THE SAME SPECIES, SIZE AND PROPORTIONS OF PLANT MATERIALS AND BY USING THE SAME MULCH MATERIAL.
- STREETSCAPING: PER THE TYPICAL SITE PLAN DRAWINGS, THE OWNER OF EACH SITE IS REQUIRED TO PLANT TREES ALONG ALL STREET FRONTAGES AT A MINIMUM OF FIFTY (50) FEET ON CENTER. THE SPECIES OF TREES TO BE USED ON EACH OF THE DIFFERENT STREETS IS ALSO IDENTIFIED.
- ALONG INTERSTATE 25: BERMS WITH LANDSCAPING INCORPORATING THE SAME SPECIES, SIZES AND PLACEMENT OF PLANT MATERIALS ARE EXISTING ALONG THE ENTIRE DEVELOPMENT FRONTAGE ADJACENT TO THE INTERSTATE.
- SITE LANDSCAPING: PER THE TYPICAL SITE PLAN DRAWINGS, THE LANDSCAPE TREATMENT OF EACH BUILDING INDICATES THE USE OF TURF TYPE GRASSES IN FRONT OF THE BUILDING ON THE PROPERTY. IN ADDITION, VIEWS OF THE MAJORITY OF EACH PARKING LOT MUST BE SCREENED FROM VIEW.

2. SIGNAGE

- TYPES OF SIGNS: THE FOLLOWING FOUR TYPES OF SIGNS ARE ALLOWED:
 - PILOTT SIGN
 - LARGE MOUNTAIN SIGN (PROPOSED ADJACENT TO INTERSTATE 25)
 - MULTI-TENANT SIGN
 - SINGLE TENANT SIGN
- DESIGN:
 - FORM: IN CONCEPT, EACH TYPE OF SIGN WILL CONSIST OF A PAIR OF MASONRY COLUMNS RESTING ON A MASONRY BASE. BETWEEN THE MASONRY COLUMNS, THERE SHALL BE A PANEL ON WHICH SIGNAGE WILL BE DISPLAYED.
 - MATERIALS: EACH SIGN WILL USE THE SAME MATERIALS IN THE SAME COLORS. THE EXACT MATERIALS AND COLORS WILL BE DETERMINED WHEN THE FIRST SIGN IS CONSTRUCTED. (SEE CONCEPTUAL SIGNAGE DRAWINGS FOR A REPRESENTATION OF A POSSIBLE CHOICE OF MATERIALS AND COLORS REPEATED IN EACH SIGN TYPE)

3. ARCHITECTURE

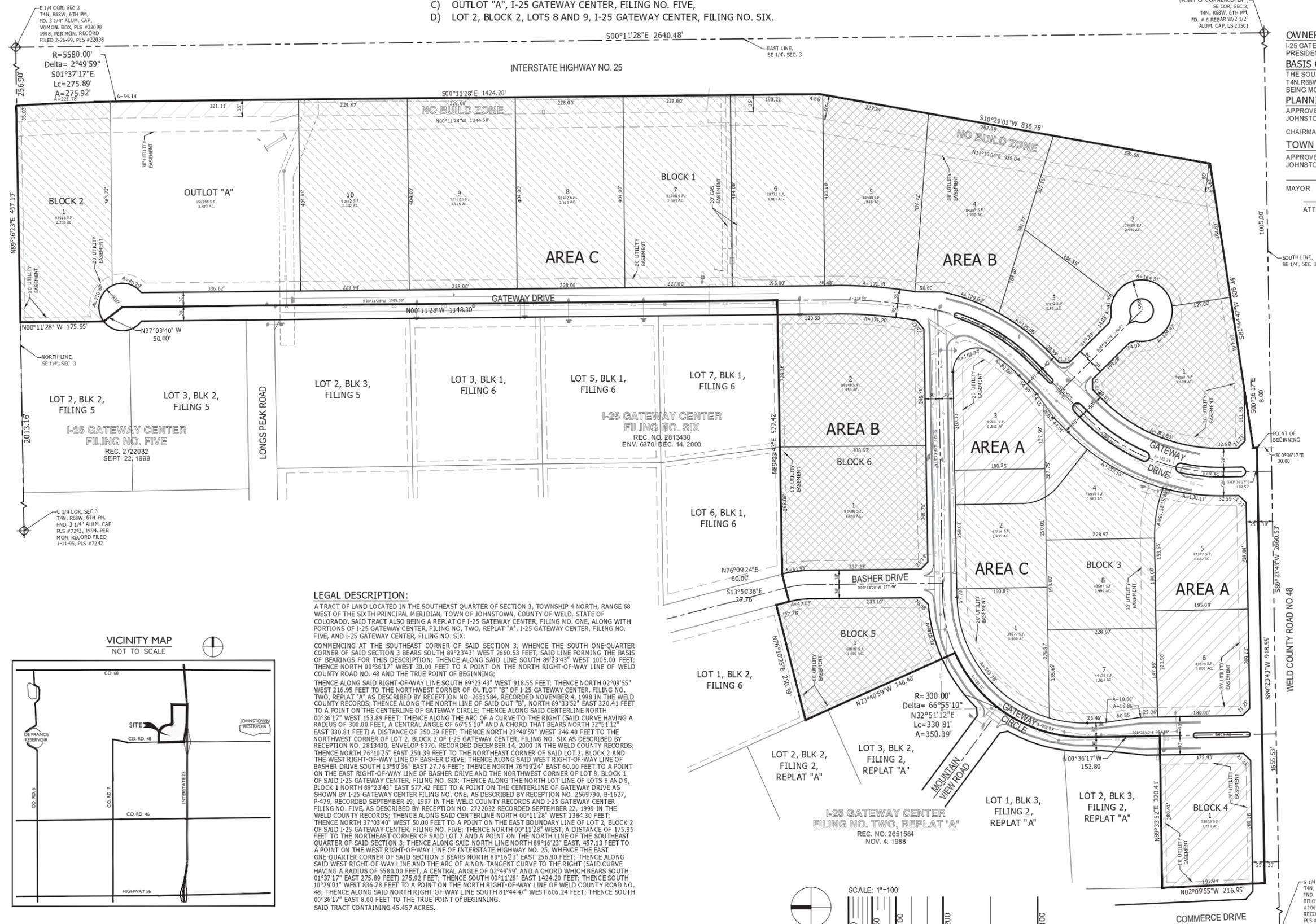
- FRONT FACADE: PER THE TYPICAL FRONT AND SIDE ELEVATIONS, FACADES SHALL INCORPORATE MASONRY MATERIALS. SITE OWNERS ARE ENCOURAGED TO UTILIZE THE MATERIALS AND COLORS USED IN THE SIGN

I-25 GATEWAY CENTER, FILING NO. FOUR-P.U.D AMENDMENT NO. THREE OUTLINE DEVELOPMENT PLAN-FINAL DEVELOPMENT PLAN

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONTAINING 45.457 ACRES.

SAID TRACT ALSO BEING A REPLAT OF:

- A) I-25 GATEWAY CENTER, FILING NO. ONE,
- B) OUTLOT "B", I-25 GATEWAY CENTER, FILING NO. TWO, REPLAT "A",
- C) OUTLOT "A", I-25 GATEWAY CENTER, FILING NO. FIVE,
- D) LOT 2, BLOCK 2, LOTS 8 AND 9, I-25 GATEWAY CENTER, FILING NO. SIX.



OWNERS AND APPLICANT:
I-25 GATEWAY CENTER L.L.C. ROBERT C. SAFFELL,
PRESIDENT CG INDUSTRIES, MANAGER

BASIS OF BEARINGS:
THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 3, T4N, R68W, 6TH P.M. AS BEARING SOUTH 89°23'43" WEST AND BEING MONUMENTED AS SHOWN.

PLANNING COMMISSION APPROVAL:
APPROVED BY THE PLANNING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO, THIS _____ DAY OF _____ 2019.

CHAIRMAN _____

TOWN BOARD OF TRUSTEES APPROVAL:
APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF JOHNSTOWN, COLORADO, THIS _____ DAY OF _____ 2019.

MAYOR _____

ATTEST, TOWN CLERK _____

LEGAL DESCRIPTION:
A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, SAID TRACT ALSO BEING A REPLAT OF I-25 GATEWAY CENTER, FILING NO. ONE, ALONG WITH PORTIONS OF I-25 GATEWAY CENTER, FILING NO. TWO, REPLAT "A", I-25 GATEWAY CENTER, FILING NO. FIVE, AND I-25 GATEWAY CENTER, FILING NO. SIX.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3, WHENCE THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 BEARS SOUTH 89°23'43" WEST 2660.53 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE ALONG SAID LINE SOUTH 89°23'43" WEST 1005.00 FEET; THENCE NORTH 00°36'17" WEST 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 48 AND THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°23'43" WEST 918.55 FEET; THENCE NORTH 02°09'55" WEST 216.95 FEET TO THE NORTHWEST CORNER OF OUTLOT "B" OF I-25 GATEWAY CENTER, FILING NO. TWO, REPLAT "A" AS DESCRIBED BY RECEPTION NO. 2651584, RECORDED NOVEMBER 4, 1998 IN THE WELD COUNTY RECORDS; THENCE ALONG THE NORTH LINE OF SAID OUT "B", NORTH 89°33'52" EAST 320.41 FEET TO A POINT ON THE CENTERLINE OF GATEWAY DRIVE; THENCE ALONG SAID CENTERLINE NORTH 00°36'17" WEST 153.89 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 66°55'10" AND A CHORD THAT BEARS NORTH 32°51'12" EAST 330.81 FEET) A DISTANCE OF 350.39 FEET; THENCE NORTH 23°40'59" WEST 346.40 FEET TO THE NORTHWEST CORNER OF LOT 2, BLOCK 2 OF I-25 GATEWAY CENTER, FILING NO. SIX AS DESCRIBED BY RECEPTION NO. 2813430, ENVELOP 6370, RECORDED DECEMBER 14, 2000 IN THE WELD COUNTY RECORDS;

THENCE NORTH 76°10'25" EAST 250.39 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 2 AND THE WEST RIGHT-OF-WAY LINE OF BASHER DRIVE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF BASHER DRIVE SOUTH 13°50'36" EAST 27.76 FEET; THENCE NORTH 76°09'24" EAST 60.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BASHER DRIVE AND THE NORTHWEST CORNER OF LOT 8, BLOCK 1 OF SAID I-25 GATEWAY CENTER, FILING NO. SIX; THENCE ALONG THE NORTH LOT LINE OF LOTS 8 AND 9, BLOCK 1 NORTH 89°23'43" EAST 577.42 FEET TO A POINT ON THE CENTERLINE OF GATEWAY DRIVE AS SHOWN BY I-25 GATEWAY CENTER FILING NO. ONE, AS DESCRIBED BY RECEPTION NO. 2569790, B-1627, P-479, RECORDED SEPTEMBER 19, 1997 IN THE WELD COUNTY RECORDS AND I-25 GATEWAY CENTER FILING NO. FIVE, AS DESCRIBED BY RECEPTION NO. 2722032 RECORDED SEPTEMBER 22, 1999 IN THE WELD COUNTY RECORDS; THENCE ALONG SAID CENTERLINE NORTH 00°11'28" WEST 1384.30 FEET; THENCE NORTH 37°03'40" WEST 50.00 FEET TO A POINT ON THE EAST BOUNDARY LINE OF LOT 2, BLOCK 2 OF SAID I-25 GATEWAY CENTER, FILING NO. FIVE; THENCE NORTH 00°11'28" WEST, A DISTANCE OF 175.95 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 AND A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE ALONG SAID NORTH LINE NORTH 89°16'23" EAST, 457.13 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 25, WHENCE THE EAST ONE-QUARTER CORNER OF SAID SECTION 3 BEARS NORTH 89°16'23" EAST 256.90 FEET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE AND THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 5580.00 FEET, A CENTRAL ANGLE OF 02°49'59" AND A CHORD WHICH BEARS SOUTH 01°37'17" EAST 275.89 FEET); THENCE SOUTH 00°11'28" EAST 1424.20 FEET; THENCE SOUTH 10°29'01" WEST 836.78 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 48; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 81°44'47" WEST 606.24 FEET; THENCE SOUTH 00°36'17" EAST 8.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINING 45.457 ACRES.

VOGLE & ASSOCIATES
475 W. 12th Avenue - Suite E
Denver, Colorado 80204-3688
(303) 893-4288

JOB NO: 80-2867.017.00
PAGE 2 OF 2

AGENDA ITEM 10B

**Agreement for Professional Services
Otak, Inc.**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: June 1, 2020

ITEM NUMBER: 10B

SUBJECT: Agreement for Professional Services between the Town of Johnstown and Otak, Inc.

ACTION PROPOSED: Approve the Agreement for Professional Services between the Town of Johnstown and Otak, Inc.

ATTACHMENTS:

1. Agreement for Professional Services
2. Otak's RFP Response to the Little Thompson River Trail Project

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration, is a proposed agreement between the Town of Johnstown and Otak, Inc for professional services related to the Little Thompson River Trail Project. Specifically, the agreement will be for the purposes of engineering design of this trail segment. The trail will run parallel to the Little Thompson River north of WCR 46.5 and bordered by the railroad tracks to the West and Weld CR 19 to the East.

As you may recall, this project is associated with a grant that was issued through the Northern Front Range Metropolitan and Planning Organization, specifically supported with a \$250,000 grant. The Town is required to match this grant with a 20% cash match. Given the fact that this is a Davis-Bacon project and has some notable environmental components with it, specifically flood plain evaluation, wetland evaluation, and endangered species habitat protection, the Town budgeted \$150,000 for this project. In total, \$400,000 is allocated towards this project.

In January 2020, the Town of Johnstown issued an RFP for professional design services related to this project. The project is required to follow the CDOT local agency guidelines for design, construction, and construction management purposes. This requires, as part of the design service evaluation, that sealed bid prices be provided for design and they are not a condition for which an award is made. The Town received eight responses to the requested proposal which were due on March 23, 2020. Staff reviewed each of the submittals based on identified evaluation criteria, using what is commonly referred to as a Qualification Based Selection Criteria. Based on those entities which submitted, the Town selected and graded Otak, Inc with the highest point total. The engineering design services, based on the bid, is a total cost of \$118,055. This number has been modified slightly based on a review of the scope of work and has an adjusted propose of design services cost of \$109,455.

Staff is requesting the award of up to \$118,055 for any unanticipated costs that may occur during the design phase of the project.

LEGAL ADVICE:

The agreement was reviewed and drafted by the Town Attorney.

FINANCIAL ADVICE:

Funds have been allocated in FY 2020 in the amount of \$400,000.

RECOMMENDED ACTION:

Approve.

SUGGESTED MOTIONS:

For Approval:

I move to approve the agreement for professional services between The Town of Johnstown and Otak, Inc. as presented with a not to exceed amount of \$118,055 as authorized by the Town Manager.

For Denial:

I move to deny the agreement for professional services between The Town of Johnstown and Otak, Inc. as presented.

Reviewed and Approved for Presentation:

Town Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this ___ day of _____, 2020 (the "Effective Date"), by and between the Town of Johnstown, a Colorado a Colorado home-rule municipal corporation with an address of 450 S. Parish Ave., Johnstown, CO 80534 (the "Town"), and Otak, Inc., a Colorado corporation with a principal place of business at 371 Centennial Parkway, Suite 210, Louisville, Colorado 80027 ("Consultant") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Consultant completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed \$109,455.00. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant shall invoice its actual labor hours spent on a

monthly basis at the rates agreed in this Agreement.

B. Notwithstanding the maximum specified in the Section, Consultant shall be paid only for work performed at rates and terms set forth in **Exhibit B**. If Consultant completes the Scope of Services for less than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

IV. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant, shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Consultant.

VI. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes. The Town shall not provide benefits of any kind to Consultant. The Town shall not be responsible for withholding any portion of Consultant's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. CONSULTANT IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT. As long as there is not a conflict of interest with the Town, Consultant may engage in any other lawful business activities during the term of this Agreement.

VII. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Consultant shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to

Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Consultant shall: notify the subcontractor and the Town within 3 days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Consultant shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable

request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. Breach. If Consultant violates any of the aforementioned requirements in this Section IX., the Town may terminate the Agreement for breach of contract. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages to the Town.

X. REQUIRED STATE PROVISIONS

A. The design work under this Agreement shall be compatible with the requirements of the contract between the Town and the State of Colorado (the "State") for the design/construction of the project, which contract is incorporated herein by this reference. The State is an intended third-party beneficiary of this Agreement for that purpose.

B. Upon advertisement of the project work for construction, Consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

C. The State, in its sole discretion, may review construction plans, special provisions and estimate and may require the Town to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

XI. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. Except as expressly provided herein, there are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement. Notice may also be provided by electronic mail on the condition that the recipient acknowledges receipt of the electronic mail correspondence and does not promptly object to the form of notice.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution and Section 29-1-110, C.R.S., as amended, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF JOHNSTOWN, COLORADO

Gary Lebsack, Mayor

ATTEST:

Diana Seele, Town Clerk

EXHIBIT A

Scope:

The purpose of this project is to plan and design a 10-foot-wide concrete trail along the Little Thompson River, north of CR 46.5, from the Great Western Railway to CR 19, serving as a multimodal transportation and recreation opportunity connecting Johnstown and Milliken. Specific elements to be provided by the consultant include the following:

Conceptual Design

- Kickoff meeting agenda and minutes
- Initial alignment alternatives (project overview map)
- Field flagging of alignment
- Mapping of field flagged alignments
- Public meeting displays, sign in sheet, questionnaire

Preliminary Design/FIR

- FIR plans (title sheet, site plan, general notes, typical sections, plan and profile sheets at 40 scale, cross sections at 50 feet)
- FIR cost estimate
- FIR meeting (agenda, meeting minutes)
- Written summary of comments and responses

Final Design/FOR

- FOR plans (title sheet, site plan, general notes, typical sections, tabulations, construction details, plan and profile sheets at 40 scale, cross sections at 50 feet)
- FOR cost estimate
- Project special provisions
- FOR meeting (agenda, meeting minutes)
- Written summary of comments and responses

Final Construction Documents

- Bid plans (title sheet, site plan, general notes, typical sections, tabulations, construction details, plan and profile sheets at 40 scale, cross sections at 50 feet)
- Final cost estimate and bid form
- Project special provisions, standard special provisions, assistance with assembly of final construction manual
- Clearance letters

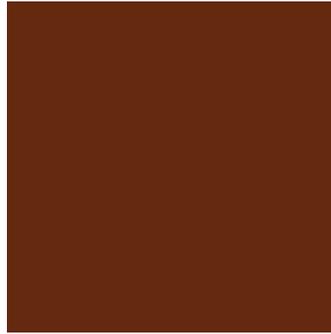
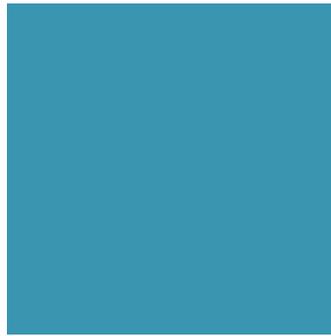
Survey

- Topographic survey for 75 foot swathe based on flagged alignment
- Boundary determination
- Utility locates

- CDOT-compliant control sheet

Environmental

- Wetlands delineation and T&E Habitat Assessment
- CDOT Biological Resource Report
- Initial site assessment
- CDOT Non-Programmatic CatEx



Little Thompson River Trail Project

Town of Johnstown

MARCH 23, 2020

PROJECT CONTACT

SCOTT BELONGER, PE, SENIOR PROJECT MANAGER
371 Centennial Parkway, Suite 210
Louisville, CO 80027
720.758.7717 | scott.belonger@otak.com



ADDENDUM #1

**REQUEST FOR PROPOSAL
TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER TRAIL PROJECT**

Notice to design engineers for the above reference project. All proposals should Sign and Date this document as acknowledgement that they have received this addendum. Please submit this addendum with the Request for Proposal response.

CHANGE ISSUED:

A Disadvantaged Business Enterprise (DBE) goal of 0% has been established for the design phase of this project.

Please submit this addendum with your proposal, which must be received at Town Hall by 5 p.m. on March 16, 2020



Engineer Bidder

March 23, 2020

Date

ADDENDUM #2

REQUEST FOR PROPOSAL TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER TRAIL PROJECT

Notice to design engineers for the above reference project. All proposals should Sign and Date this document as acknowledgement that they have received this addendum. Please submit this addendum with the Request for Proposal response.

CHANGES ISSUED:

VII Proposal Submission and Evaluation Criteria

Deadline Extension

- The Proposals deadline has been extended and is now changed to the following: All proposals must be received no later than **Monday, March 23, 2020 by 5 p.m. local time at the Town of Johnstown Town Hall**. Any additional questions are due by Wednesday March 18, 2020 not later than 4 p.m. to be submitted in writing to mcarani@townofjohnstown.com.

D. Approach to Work

The Proposal shall demonstrate the consultants understanding of the project and include a statement acknowledging the scope of services. The proposal shall also include a detailed description of the proposed approach to the project. A description shall include details to implement the tasks described in the scope of services. The consultant is encouraged to provide comments and enhancements to the scope provided in this RFP.

E. Schedule

The consultant shall provide a basic schedule of a proposed timeline for deliverables based on their capabilities and taking into consideration time which may be allotted to review by the Colorado Department of Transportation. The primary focus of this schedule will be the duration of the elements performed by the consultant.

F. Sealed Bid

In a separate sealed envelope, the company should provide a sealed cost bid for the scope of services necessary to carry out this RFP. It shall not be opened until evaluations are completed and considered in the evaluation of the submittals.

Questions and Answers

Q: What Type of surface is anticipated for this project?

A: A concrete trail section is anticipated and desired on this project. A profile of the Town's Typical River Trail Corridor configuration is included. The Town reserves discretion to require the concrete up to 6" thick. The optional soft surface is not anticipated for this project.

Q: What level of flood plain analysis is necessary for this project?

A: Provided the design engineering firm anticipates minimal change to the existing ground (e.g. no fill within the floodplain) and that the base flood elevations will not be increased within the floodplain, then hydraulic analysis will not be required

Q: Will the uniform relocation act apply?

A: No, we do not anticipate the uniform relocation applying due to the fact that an agreement has been established that would provide this property to the town.

Q: Is the sidewalk going to be permitted in the flood plain?

A: Yes

Q: What kind of public input and meetings are expected for this project?

A: Upon a preliminary design and layout, the consultant should be expected to coordinate with the Town to conduct a public listening session.

Q: What is the estimated budget for the design of the Little Thompson trail?

A: We are respectfully not disclosing this information to ensure competitive bid prices.

Q: What is your estimated budget for the construction of the Little Thompson River trail?

A: Our expectation is the selected consultant will provide the estimated construction costs at or near the completion of the design.

Q: With respect to endangered species, what should be included in the bid?

A: Work related to preliminary analysis and evaluation of endangered species should be included. If additional studies are necessary, we anticipate this would be a change order necessary to complete additional work.

Q: Since the project is expected to be at grade, is a SUE is excluded as part of this work?

A: We do not anticipate that this project will trigger SUE requirements (1000 SF of contiguous excavation in excess of 2' depth or utility boring) but if the SUE threshold is exceeded then the requirements will apply.

Q: There is an oil and gas facility near the site. How should we go about planning for this?

A: The Town will coordinate and communicate in partnership with the consultant with respect to the oil and gas facility to ensure support. Any work necessary is conducted with and by the oil and gas facility owner.

Q: Is there any survey data available?

A: Any survey data available will be provided to the consultant. At this time we believe it is limited without control points.

Q: With respect to historical resources, (Section 106 vs. non-historic (F) who is responsible for which task?

A: The consultant is responsible for Section 106 review and processing. The consultant should prepare the non-historic (F) demonyms letter for FHAFHWA review and approval. This letter will be sent to CDOT for concurrence who will then submit it to FHWA directly for approval.

Please submit this addendum with your proposal, which must be received at Town Hall by 5 p.m. on March 23, 2020



Engineer Bidder

March 23, 2020

Date

Table of Contents

A. Cover Letter.....	VII
B. Use of Subcontractors/Partners.....	2
C. Company Information.....	4
D. Project Approach.....	6
E. Schedule.....	14
F. Sealed Bid.....	**Submitted Separately**
G. Qualifications/Experience.....	15
H. References.....	20

A. Cover Letter

March 23, 2020



Town of Johnstown–Town Hall
450 S. Parish Avenue
Johnstown, CO 80534
Attn: Little Thompson River Trail Project

Dear Mr. Carani, Mr. LeCerf, and Members of the Selection Committee,

Otak's expertise in CDOT-compliant trail design is ideally suited for the Little Thompson River Trail project (LTR Trail). Otak is known throughout a four-state area as being a leader in the design of hard and soft surface trails. Having successfully completed over 25 CDOT Local Agency trail projects, we have the experience and technical prowess to successfully complete this project for the Town of Johnstown (Town).

Led by project manager, Scott Belonger, P.E., and his understanding of trail design, preparation of CDOT-compliant bid documents, and passion for trails and greenways, Otak has a talented team of engineers and designers eager to work on the LTR Trail. This is not fill-in work for us. **This is what we do.** For this reason, we are incredibly motivated to provide a high-quality, cost-effective design that meets your objectives and makes your job easy.

Our civil and structural designers are avid trail users and are aware of the design characteristics that result in safe, enjoyable, and sustainable trail facilities. We have an unusual talent for designing **functional and aesthetically-pleasing infrastructure** that also considers visitor enjoyment and environmental sensitivity, while meeting all technical design standards and CDOT requirements. We will work in partnership with the Town to deliver a project that **seamlessly integrates existing natural features, proposed enhancements, safety treatments, and drainage into one cohesive design**, resulting in a trail that enhances the public's experience.

Our approach to the design and alternative analysis includes field flagging of the alignment alternatives after the environmental constraints have been identified. Our efficient design process, including field design, flagging, and CAD plan documentation, ensures that the **design is well integrated with natural features of the site**. Field flagging allows the Town and stakeholders to experience the preferred trail alignment before the design is finalized. Furthermore, this helps focus our topographic survey efforts and soil conditions assessments, minimizing costs and surprises during construction.

In addition to our in-house team, Otak has selected the following subconsultants to assist us with this design: **ERO Resources Corporation** (environmental planning and permitting) and **King Surveyors** (topographic mapping, utility location, and boundary determination). Both firms have recently worked on projects close to the LTR Trail site, and both have successfully completed several projects with Otak. Together, our team members represent the most qualified and balanced team available to manage the intricacies of this important trail project for the Town of Johnstown.

Our trail design group has the capacity and ability to furnish these professional services in a timely manner. We will manage the CDOT review process and environmental permitting for completion of the design and construction bidding in late 2020, thus allowing the project to begin in early 2021 and be completed prior to May 15, thereby avoiding the Migratory Bird Treaty Act and Preble's Jumping Mouse construction windows that will likely apply to this project.

Thank you for the opportunity to submit our qualifications. I certify that the information and data submitted herein is true and complete to the best of my knowledge. If you have any questions or require additional information, please do not hesitate to contact Scott Belonger at (720) 758-7717 or scott.belonger@otak.com.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Scott Belonger". The signature is written in a cursive, flowing style.

Scott Belonger, PE
Active Transportation and Trail Design Manager

B. Use of Subcontractors/Partners

OTAK'S FIRM INTRODUCTION

Otak has built our reputation based on strengthening our communities, performing exciting work, and serving our clients. Founded in the Pacific Northwest, today we have offices in Colorado, Oregon, and Washington.

Otak began operating in Colorado in 1999, providing urban planning and landscape architecture services from an office in Carbondale. That office moved to downtown Denver in 2011. In 2014, an Otak water and natural resources team was founded in Boulder, and in 2016, Otak began offering transportation and infrastructure engineering services in Colorado. In 2017, Otak welcomed Loris and Associates (Loris) to the Otak corporate family. Loris was a Colorado-based civil engineering firm and trusted community partner that created socially and environmentally conscious structure and infrastructure in Colorado and neighboring states for 30 years. Loris built a rich portfolio of quality projects, including dozens of notable trail projects along Colorado's Front Range, across the state, and in Wyoming and New Mexico.

Today, Otak's Colorado team works out of Denver and Boulder County offices, offering comprehensive engineering, design, planning, and natural resource science services, backed by more than 350 skilled professionals companywide.

We have worked on a wide variety of projects (including several trails) throughout Northern Colorado for several different clients, including the Thompson Rivers Parks and Recreation District, Town of Milliken, Town of Mead, City of Greeley, Town of Windsor, Larimer County, and City of Fort Collins. We will rely on this experience to serve as a starting point for understanding the Town of Johnstown's (Town) needs, ultimately delivering an easy to manage, successful project.

Leading our team for this contract is senior project manager and trail engineer, Scott Belonger, PE. Throughout his accomplished career, spanning more than 20 years, Scott has planned, designed, and managed numerous trail, path, roadway, streetscape, traffic calming, underpass, and bridge projects, including over 50 underpasses/grade-separated crossings, 50 pedestrian bridges, and 200 miles of trails/paths.

SUBCONSULTANT INTRODUCTIONS

To offer the Town the most comprehensive services for the Little Thompson River Trail Project (LTR Trail), we have included the following subconsultants to our team. We have excellent, long-standing, relationships with all of our subconsultant teaming partners, having worked with them on projects similar to the LTR Trail, many of which required adhering to CDOT standards and specifications.

An organizational chart and brief biographies for our team's personnel follow the subconsultant introductions below. More detailed resumes of our proposed team are available upon request (not included due to page restrictions).



ERO Resources Corporation

ERO Resources Corporation (ERO), has been involved in consulting on natural resource planning and permitting

projects throughout the Intermountain West since 1981 and is a recognized leader in natural resource evaluation, environmental due diligence, and environmental impact assessment. ERO has provided environmental services for numerous transportation projects, including municipal projects under CDOT's jurisdiction or that required CDOT approvals.



KING SURVEYORS

King Surveyors (King), a division of Landpoint, is an award-winning land surveying company that

operates in many of the fastest growing economic regions across the US. The company is a multifaceted professional services firm that concentrates on providing clientele with construction, route, topographical and other land surveying services. King Surveyors brings scalability, efficiency and technology enabled solutions to the land surveying industry.

ORGANIZATIONAL CHART

Otak has successfully completed more than 25 CDOT-funded Local Agency trail projects and we are known throughout a four-state area as leaders in the design of hard and soft surface trails. We are ready to impart our intimate understanding of successful trail design and familiarity with CDOT standards, specifications, and processes on the LTR Trail project.

Our ability to deliver innovative, quality projects stems from our passionate, innovative, hard-working team members, shown in the organizational chart to the right and in the following team member introductions.

Our team's personnel have a passion for what they do, whether it is designing a safe, low-stress trail alignment or a complex, space-constrained bridge or site structure. Our work brings us inspiration and satisfaction. We look forward to applying our expertise and passion to the LTR Trail project.

If you would like to learn more about the qualifications of our team members, detailed resumes are available upon request.

Town of *Johnstown* Colorado



Scott Belonger, PE
PROJECT MANAGER/TRAIL DESIGN LEAD

YEARS OF EXPERIENCE: 25

EDUCATION: BS, Civil Engineering, University of Wisconsin

CERTIFICATIONS: Professional Engineer (CO)

TIME COMMITMENT: 45%

BIO: Scott has been involved in the planning, design, and management of over \$200 million in path, roadway, streetscape, traffic calming, underpass, and bridge projects. Scott is a member of the Professional Trailbuilders Association (PTBA) and has extensive experience in the design and construction of sustainable soft surface trails. Scott has also delivered presentations at two National Trails Symposiums.



Scott Kallase, EI
TRAIL ENGINEER

YEARS OF EXPERIENCE: 6

EDUCATION: BS, Civil Engineering, Colorado State University

CERTIFICATIONS: Engineering Intern (CO)

TIME COMMITMENT: 50%

BIO: Scott is a civil engineer (and avid trail rider) with over six years of experience on a wide range of projects from trails to underpasses to arterial roadways to utility projects. As an experienced trail designer, Scott approaches each project with a holistic vision of how to bring a project from concept to reality. In addition, Scott is very familiar with CDOT's Local Agency (LA) requirements, having completed over a dozen LA projects in the last six years.



Rachel Williams, PE
WATER RESOURCES REVIEW

YEARS OF EXPERIENCE: 6

EDUCATION: MS, Civil and Environmental Engineering, Colorado State University; BS, Environmental Resources Engineering, Humboldt State University

CERTIFICATIONS: Professional Engineer (CO)

TIME COMMITMENT: 5%

BIO: Rachel is a water resources engineer who regularly imparts her knowledge of hydraulics, floodplains, and riparian systems to improve our trail alignments and designs. Rachel will be involved early in the field design process and again during final design to ensure we give proper consideration to site drainage and riparian conditions.



Jeff Meyer, PE
CONSTRUCTABILITY REVIEW

YEARS OF EXPERIENCE: 8

EDUCATION: MS, Engineering Management, University of Nebraska (anticipated graduation Fall 2020); BS, Civil Engineering, California State University

CERTIFICATIONS: Professional Engineer (CO)

TIME COMMITMENT: 5%

BIO: Jeff’s experience in the construction management field includes extensive experience working with CDOT and municipalities similar to the Town of Johnstown. Jeff regularly conducts constructability and value engineering reviews for projects ranging from trails, to river restorations, to roadways, to bridges—every time helping to create buildable plans and specifications while saving our clients time and money.




Aliina Fowler, AICP
ENVIRONMENTAL PERMITTING

YEARS OF EXPERIENCE: 13

EDUCATION: Masters of Urban and Regional Planning, University of Colorado-Denver; BA, Political Science, University of Vermont; BS, Community Development and Applied Economics, University of Vermont

CERTIFICATIONS: American Institute of Certified Planners

TIME COMMITMENT: 30%

BIO: Aliina brings considerable experience with the National Environmental Policy Act (NEPA). Aliina’s NEPA experience includes transportation projects, and the preparation of Categorical Exclusions, Environmental Assessments, and Environmental Impact Statements; and mining and energy development projects, including conducting socioeconomic assessments. Aliina is adept at working with a range of stakeholders, including multidisciplinary teams, the public, and governmental organizations.




Denise Larson
ENVIRONMENTAL PERMITTING

YEARS OF EXPERIENCE: 20

EDUCATION: MA, Biology Plant Ecology, University of Colorado-Denver; BA, Biology, University of Colorado-Boulder

TIME COMMITMENT: 35%

BIO: Denise has worked as an ecologist throughout the Rocky Mountains and Great Plains. She has worked on projects involving noxious weeds, revegetation/ reclamation, wetlands, and threatened and endangered (T&E) species. Denise has an in-depth understanding of the Colorado Noxious Weed Act, Clean Water Act (CWA), Endangered Species Act (ESA), and other pertinent regulations. She has completed permitting projects for a variety of clients ranging from federal, state, and local agencies to private landowners.



Chad Dilka, PLS
SURVEYING

YEARS OF EXPERIENCE: 12

EDUCATION: BS, Civil Engineering, South Dakota State University

CERTIFICATIONS: Professional Land Surveyor (CO)

TIME COMMITMENT: 35%

BIO: Chad is a detail-oriented surveyor who prepares easement exhibits, land survey plats, ALTA surveys, subdivision plats, recorded exemptions, use-by special review maps and, zoning maps. Chad has prepared right-of-way plans for the Colorado Department of Transportation (CDOT) and is familiar with the specifics projects requiring CDOT standards and specifications.



Andrew Dieffenbach
SURVEYING

YEARS OF EXPERIENCE: 4

EDUCATION: BS, Geology (minor in Applied Mathematics), California University of Pennsylvania

TIME COMMITMENT: 35%

BIO: Andrew is responsible for ensuring data integrity on design topographic projects through quality assurance procedures in Trimble Business Center and various other software platforms. He communicates best-practice procedures for data collection and instrumentation to field crew members and provides them with technical field support. He processes conventional survey, UAV, and laser scanning data, working to efficiently integrate varied data types from various sources into a final product.

C. Company Information

Company Name:	Otak, Inc.
Address:	371 Centennial Parkway, Suite 210 Louisville, CO 80027
Phone Number:	(303) 444-2073
Names of Principals:	Jim Hamann—CEO Dave Johnson—CFO Chris Bisio, PE—CO Region Manager Pete Loris, PE—Senior Vice President
Year Established:	1981
Pending Plans to Sell or Merge Company	Otak, Inc. currently has no plans to sell or merge.

COMPREHENSIVE LISTING OF OTAK'S SERVICES

Civil & Transportation Engineering

At Otak, we ensure that our local infrastructure supports the homes in which we live, the roads and sidewalks on which we travel, the water and utility systems that keep our cities and small towns running, and the transit systems that ease congestion so we can get where we need to go efficiently and safely.

- Pedestrian and bicycle facilities
- Feasibility studies
- Sidewalks and trails
- Street, streetscape, and roadway design
- Intersection and roundabout design
- Civil site and parking facility design
- Sanitary sewer and water system infrastructure
- Highway design
- Urban transportation systems
- Storm drainage infrastructure
- Cost estimating

Bridge & Structural Design

With each vehicle added to our roads, a higher demand is placed upon the aging structures that connect them. This demand often requires the structures to be repaired, rehabilitated, or replaced. As structural technology evolves, outdated structures must also be renovated or replaced in order to meet updated codes and each community's needs. Otak's structural and bridge designers offer the expertise necessary to accommodate our road system users while being mindful of cost, safety, and how each structure fits within its environment.

- Highway bridge rehabilitation and replacement
- Railroad bridge design
- Pedestrian and bikeway bridge design
- Bridge inspection
- Bridge and structure load capacity ratings
- Highway interchange design
- Cut & cover box tunnel design
- Retaining wall and sound wall design
- Seismic design
- Structural construction inspection and engineering
- Feasibility studies for structural improvements
- Conceptual design studies
- Value engineering studies
- Design/build contracting

Landscape Architecture

Landscape architecture integrates the built and natural environments and involves coordinating client needs with environmental issues and community requirements. Otak's landscape architects use the character of the land to define the opportunities and constraints of a project, which ensures that the natural landscape blends with man-made structures—and vice versa.

- Parks, recreation, and open space planning and design
- Greenways and trails
- Neighborhood design
- Large-scale residential landscape design
- Natural feature protection and enhancement
- Mitigation design
- Master planning
- Land reclamation
- Computer and photo simulations

Water & Natural Resources

As available land diminishes, fragile ecosystems require protection and, when damaged, restoration. Otak's water and natural resources scientists and engineers are highly educated and experienced in the fields of ecology, wetland science, water quality, wildlife biology, fluvial geomorphology, botany, aquatic biology, and fisheries. They are committed to balancing development needs with protection of the natural environment and compliance with all local, state, and federal regulations.

- Hydrologic and hydraulic modeling
- Floodplain management and flood reduction
- Sediment transport and scour analysis
- Stream, habitat, wetland enhancement, and restoration
- Watershed planning
- Construction documentation and cost estimating
- Impact assessments
- Water quality monitoring and analyses
- Wetland delineations/functional assessments
- Geomorphic stream surveys/habitat assessments
- Wildlife, fish, and benthic invertebrate surveys
- Sediment surveys
- Rare plant and threatened and endangered species surveys
- Site reconnaissance for critical areas
- Environmental impact assessments and analyses
- Regulatory permitting
- Stormwater engineering, design, and master planning
- Sanitary sewer and water infrastructure

Construction Management

Otak's construction management and inspection (CM/I) services team provides clients with the tools to keep their projects on track. We provide the full scope of CM/I services needed for all types of projects, with specialties in infrastructure construction such as highways, roads, utilities, and bridges. From design development through project closeout, we work as part of the overall project team.

- Project management
- Document control
- Owner and developer representation
- QA/QC, construction inspection, and observation
- Project planning assistance
- Due diligence studies
- Specification writing
- Value engineering and ADA compliance

D. Project Approach

UNDERSTANDING OF PROJECT OBJECTIVES

The purpose of this project is to plan and design a 10-foot-wide concrete trail along the Little Thompson River, north of CR 46.5, from the Great Western Railway to CR 19, serving as a multimodal transportation and recreation opportunity connecting Johnstown and Milliken.

For reference and to expand upon the project elements mentioned below, we have included an issues/opportunities map (Figure 1 on page 13), highlighting our plan to divide the project into segments, with each segment possessing two-to-three alternatives.

The Design Should be Efficient and Economical

The design should consider cost through the design process and the most cost-effective trail route should be sought. This will mean that the trail should stay on one side of the river for the entire project length to avoid the cost of a bridge. We will also consider existing soil conditions and riverbank stability to avoid additional costs that could be incurred by these site conditions. We are confident that our team can deliver a high-quality trail design and exceptional trail user experience while also being cost-effective, both in design and in construction by adhering to our outlined approach.

The Project Should Embrace Context-Sensitive Design

The project should embrace the natural beauty and pleasant ambience of the riparian corridor, attracting trail users while also considering potential impacts to sensitive wildlife habitat. We will design and flag the trail alignment in the field to minimize grading and meet CDOT, AASHTO, and ADA requirements, while also closely considering the existing terrain, vegetation, and environmental delineations.

Field flagging of the alignment is a critical step in our design process, setting us apart from other firms. Field flagging allows us to consider the exact relationship between the trail and existing vegetation and natural features. It also allows us to better consider view sheds and the general ambience of the environment and how it relates to our design. These elements cannot be adequately considered when designing on paper and the field flagging process helps the stakeholders better understand the proposed design. In the end, we have

proven on similar projects that field flagging ultimately saves time as design decisions are more clearly made in the field rather than in the office.

The Project Should Maintain Existing Drainage Patterns of the Area

Through context-sensitive design and minimizing grading, we will maintain existing drainage patterns and avoid impacts to the floodplain.

The Project Must be Well-Coordinated with CDOT, Weld County, and the Town of Milliken

These stakeholders will be included in project meeting reviews and meetings as necessary. Considering the TAP funding secured for the project, meeting CDOT requirements will be imperative. We will use CDOT's *Local Agency Contract Administration Checklist* (CDOT Form 1243) to ensure that the project stays on track and all federal funding requirements are met. Let us put our experience on similar federal-/CDOT-funded trail projects to work for you, ensuring the "i's" are dotted and the "t's" are crossed.

EFFICIENT AND ECONOMICAL METHOD OF APPROACH

Our efficient and economical method of approach to this project is explained in the work plan outlined below. We will use our extensive experience with CDOT on projects of similar natures to guide the project through the design process, making it easy for the Town to get an exceptional final product. Our detailed approach is outlined below.

Project Scoping

If selected, our work plan will begin by collaborating with the Town and CDOT as-needed to refine the final contracted scope of services and fee to best meet your needs. Our outlined work plan is based on our understanding of the RFP and stringent conformance to typical CDOT requirements. There may be opportunities to streamline the design and review process for a more efficient and economical approach. For example, considering the straightforward nature of this project, it may be possible to combine the CDOT FIR and FOR submittal into a single submittal. This would save time and design fee. However, this would be dependent upon the ability to resolve environmental and right-of-

Existing shale boulders on the site could be utilized to provide low-cost trailside features at key locations.



way clearances with a single CDOT review. This could be discussed further with CDOT when refining our scope and fee.

Environmental Scoping

Although the RFP provides a clear list of NEPA requirements, per the RFP, we will conduct an environmental scoping meeting with CDOT after the contract has been developed. This will give our team the opportunity to further discuss the expectations to complete the categorical exclusion. We expect that the environmental clearances will likely control the schedule and may have a heavy influence on the trail alignment. It will be important to have a detailed discussion on how to best manage the timing of the environmental documents to minimize the impact to the schedule and avoid surprises later in the project.

Kickoff Meeting

Soon after the contract is in place, we will conduct a project kickoff meeting with Town Staff, CDOT, and our subconsultants. Weld County and/or the Town of Milliken can also be included, if necessary. At this meeting, we will clearly identify the lines of communication, reiterate the project scope, and discuss the project in further detail. We will also refine the project milestones and set the expectations for the project.

Environmental Surveys and Delineations

ERO will conduct the initial environmental site assessments that may impact the selected trail alignment. This work will include:

- » Identifying potential habitat for threatened and endangered species
- » Conducting a wetlands determination and delineate wetlands boundaries if needed
- » Identifying Colorado Parks and Wildlife (CPW) Senate Bill 40 concerns that may impact the trail alignment selection

- » A Section 106 National Historical Preservation Act file search
- » Assessing the site for potential migratory bird buffer zones and seasonal restrictions
- » Conducting a hazardous materials initial site assessment to determine if any hazardous materials exist in the project area

Assemble Initial Mapping

Once the initial environmental site assessment is complete, we will compile the environmental constraints and available LiDAR topography and GIS property lines to generate our initial alignment alternatives.

Initial Alignment Alternatives

Using the initial mapping, we will generate rough alignment alternatives in the office. We will divide the project into segments with two-to-three alternatives for each segment (see Figure 1 on page 13). One alternative will favor user experience, increasing the potential for environmental impacts. The other will favor minimizing the potential for environmental impacts. Where appropriate, a third option will be provided, which will be a balance of the user experience and environmental impacts. This way, depending upon the results of the CPW consultation (if required), we can adjust our course without completely backtracking and starting over. By having the alignment divided into segments, we will have the flexibility to select various combinations of alternatives to avoid specific environmental concerns, if needed.

Field Flagging of Alignment Alternatives

After the rough alignment alternatives are established in the office, we will flag alignment alternatives in the field using a hand-held clinometer to verify grades and drainage patterns on the ground. As previously stated, field flagging allows us to better consider existing vegetation and viewpoints as we design the alignment in the field, creating a higher quality user experience and more context sensitive design.



The existing well pad provides a significant constraint. It will be difficult to locate the trail at a safe distance from the riverbank. It may be prudent to locate the trail on the south side of the well pad, allowing for greater separation.

Field Review of Alignment

After Otak has flagged the alignment in the field, we suggest that we walk the alignments with Town Staff and Dennis Trego, General Manager of Colorado Sweet Gold, LLC (CSG). We have spoken with Dennis in preparing this project approach as we expect additional easements or property line adjustments from CSG may be needed to facilitate the trail. Dennis is aware that these property adjustments will be needed and would greatly appreciate the opportunity to see the trail alignment on the ground and discuss the alternatives with the Town and design team. We feel that the final property adjustments will go smoother if Dennis is on-board with the design. Coordinating proactively with Dennis will be the best way to assure that.

Walking the trail alignments together and considering the alternatives on the ground is a vital part of our design approach. After years of doing this type of work, we have learned that there is simply no substitute to looking at the proposed alignment on the ground. This allows everyone to have a complete understanding of the proposed alignment by actually experiencing what the final product will be like.

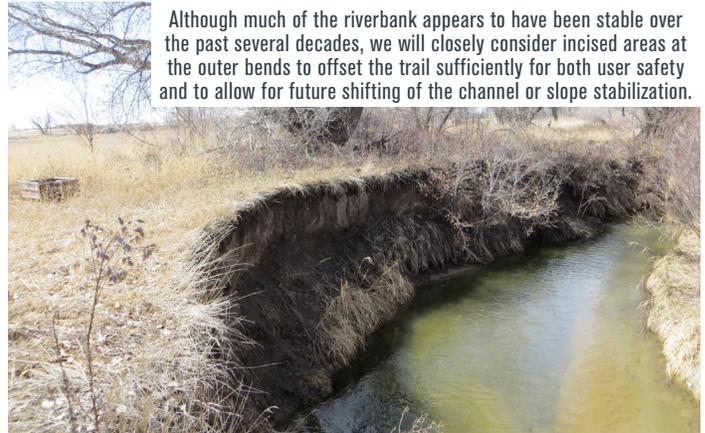
We will discuss the alignment alternatives in the field, adjust the flagging as necessary, and record GPS coordinates of the alignments to prepare alignment graphics for further coordination, if needed, and for the public listening session.

Fish and Wildlife Service and Colorado Parks and Wildlife Consultation

Due to the high likelihood that threatened and endangered species habitat and/or migratory birds may be present, a consultation with United States Fish and Wildlife Service (USFWS) and/or CPW will likely be required. As much as we would like to say that this could be avoided, it probably cannot. The project will be much better off addressing this early in the process to avoid backtracking and redesign later. Input from USFWS and CPW will likely be required to establish a workable trail alignment that can attain the needed environmental clearances to proceed to construction. ERO will lead this effort, if needed, based on the field flagging and alignment graphics. The need for a formal USFWS consultation will be determined after the T&E Habitat Assessment is complete and alignment alternatives are established.

Public Listening Session

Otak will coordinate with the Town to conduct a public listening session to present the preliminary design and layout. We assume that the Town will provide the meeting location and advertise the meeting. Otak will provide a sign in sheet, comment sheets and displays to



Although much of the riverbank appears to have been stable over the past several decades, we will closely consider incised areas at the outer bends to offset the trail sufficiently for both user safety and to allow for future shifting of the channel or slope stabilization.

facilitate the meeting. In our experience on similar trail projects, these public listening sessions can sometimes provide valuable information that may be important to consider when refining the design.

Confirmation of Alignment

After the public listening session, we will confer with the Town to confirm the preferred alignment that will be carried forward to the preliminary design. At this point, we hope to have a single preferred alignment. We may still include alignment alternatives, if needed, to proceed with the project while further coordination with USFWS and/or CPW is being resolved.

Topographic Survey

With the basic alignment is established, King Surveyors will provide a topographic survey, survey of alignment flagging, private utility locates, and boundary determination. The topographic survey will include a 75-foot-wide swath centered on the flagged alignment. We will save project cost by refining the topography limits to the established alignment. King is already in possession of the titlework for these parcels and can examine the titlework and provide all draftable easements. King will also acquire post-flood LiDAR of the greater project area which will be incorporated into the topographic survey. This will provide general drainage patterns outside of the immediate topo area for use in design. We expect this approach to be comprehensive, yet economical compared to acquiring topographic survey for the entire area, which would be more costly, or using LiDAR or aerial topography only, which would not be accurate and may not meet CDOT requirements.

Preliminary/FIR Design

Upon receipt of the topographic survey, including the survey of the flagged alignment, we will prepare the preliminary/FIR submittal according to CDOT Form 1299, as applicable for FIR. At this point, the design concept should be fixed and the project footprint is at 90% certainty.

This will also include a cost estimate. We will use our extensive database of similar projects to generate an accurate cost estimate to allow the Town to properly evaluate the design and make informed decisions as we proceed to final design.

CDOT FIR Meeting

The FIR meeting will be held to conclude all unresolved issues identified during preliminary design and to establish the specific criteria and direction that are to be used in the final design. Otak will circulate the agenda and FIR plan package a minimum of two weeks prior to the review meeting. We will consolidate all comments from the team in a single log. This log will detail which comments shall be discussed during the meeting.

Final/FOR Design

Based on the FIR comments received and the discussion at the FIR meeting, we will proceed to final design and prepare the Final Office Review (FOR) submittal and stormwater discharge permit. We will prepare the final/FOR submittal according to CDOT Form 1299, as applicable for FOR. This will include the FOR cost estimate and Project Special Provisions and assembly of the applicable CDOT Standard Special Provisions.

Final Construction Documents/ Advertisement

Otak will address all comments received at the FOR meeting and assemble the final advertisement package. All clearances will be complete at this stage.

UNDERSTANDING OF OTHER CRITICAL ISSUES

We will apply our extensive experience in successfully completing exactly this type of project to identify and address critical issues on this project. In addition to



The site offers unique opportunities to cross the trail back and forth between the open prairie and treed riparian corridor. Crossing these edges provides a pleasant user experience and will allow us to avoid potentially unstable riverbanks or sensitive environmental areas.

the critical issues outlined in our approach, we would also like to mention the following additional design considerations.

Basic Design Standards and Guidelines

This trail will part of the NFRMPO's 2040 RTP and Regional Bicycle Corridor 2. The project should be designed in accordance with the AASHTO Guide for the Development of Bicycle Facilities. This project must also meet the US Access Board Accessibility Guidelines for Shared Use Paths. These guidelines state that running grades must be 5% or less wherever possible and cross slopes shall be less than 2%.

Basic Alignment Location

The RFP states that the project should consider if the trail should be constructed on the north side or the south side of the Little Thompson River. We feel that the south side is the only viable location for the following reasons:

- » The north alignment would require a crossing of the Great Western Railway. An at-grade crossing of the Great Western Railway would not be allowable by the Public Utilities Commission. The trail would need to cross the railroad either with a grade-separated crossing, or directly adjacent to an existing roadway at-grade crossing. Neither of these options are feasible.
- » Either the north or south alignment would require easements or property line adjustments from CSG. Based on our discussion with Dennis Trego, they have a strong preference for the trail to be on the south side of the river.

We will discuss this further in project scoping to confirm this approach. However, we feel that it is doubtful that the north alignment is viable. We think we can simplify the design process by focusing on the south side from the start.

Floodplains

Most, if not all of the trail alignment, is likely to be within the 100-year floodplain. Since we expect to set the alignment to minimize grading, we expect to avoid impacts to the floodplain. Another consideration is the frequency of inundation by flooding. We will recommend locating the trail away from areas that get regular flooding so that the sediment removal and other trail maintenance is minimized.

Riverbank Stability

When establishing a new trail in a river corridor it is important to consider the potential locations in the context of the river geomorphology, helping to avoid

The treed area provides opportunities to utilize the existing rolling terrain to create a playful, fun alignment that embraces nature.



future maintenance issues or relocation of the trail. While we tend to think of rivers as highways, they are more dynamic than that, changing both in time and space, with some areas more prone to change than others. As part of developing the trail alignment, we will consider where the river has been and its potential future changes, focusing on the areas most likely to experience change (i.e. erosion or avulsion) in the future to find the best long-term solution for locating the trail. The Little Thompson River in this area has been relatively stable in recent decades, although it is incised in some sections and experiencing erosion at outside bends. Without addressing the larger issue of confinement and floodplain capacity we can expect the erosion at outside bends to continue. We will recommend an offset distance for the trail from the river in the areas that are inherently unstable, allowing for stabilization of the bank if needed.

Geotechnical/Soil Conditions

Since we intend to avoid the need for bridges and retaining walls, a geotechnical report should not be needed. We will use the Town's standard concrete sidewalk cross section for the project. We will also observe soil conditions when flagging the trail and avoid potentially problematic soils wherever possible. Furthermore, we will include a pay item for subgrade excavation to address unsuitable soils that may be encountered during construction. Although this item may not be needed, having it included in the bid will avoid excessive costs during construction if it is added later as a contract modification.

Project Termini and Roadway Crossings

The current phase of the LTR Trail included with this project will terminate at CR 46.5 and CR 19. Although formalized crossings of these roads will not be included in this project, we will consider the location of the termination points and future crossing treatments to assure that termination points provide appropriate

roadway crossing points and will be compatible with adjacent future trail sections and land uses. We will review existing master plans, development plans, and coordinate with our stakeholders (Weld County and Town of Milliken) to confirm compatibility with future plans.

Utilities

Our survey will include surface marking of utilities by a private utility service. We will set our alignment to minimize grading, especially at known utility locations. We expect all excavations in these areas to be less than 2 feet in depth. For this reason, we do not expect to trigger the SUE requirements.

Great Western Railway

Although the Great Western Railway is in the project area, we do not expect to impact the rail corridor and should not need to coordinate with the Great Western Railway or the Public Utilities Commission (PUC). We contacted Pam Fischhaber at the PUC to discuss the possibility of using the existing at-grade crossing of the railroad line located 350 feet north of CR 46.5. She confirmed that this is a private crossing and the addition of a trail crossing at that location would not be allowed by the PUC per Commission Rule 4 CCR 723-7-7211(g).

LIST OF PROJECT DELIVERABLES

The following list contains project deliverables to be provided by the Otak team on the LTR Trail project.

Conceptual Design

- » Kickoff meeting agenda and minutes
- » Initial alignment alternatives (project overview map)
- » Field flagging of alignment
- » Mapping of field flagged alignments
- » Public meeting displays, sign in sheet, questionnaire

Preliminary Design/FIR

- » FIR plans (title sheet, site plan, general notes, typical sections, plan and profile sheets at 40 scale, cross sections at 50 feet)
- » FIR cost estimate
- » FIR meeting (agenda, meeting minutes)
- » Written summary of comments and responses

Final Design/FOR

- » FOR plans (title sheet, site plan, general notes, typical sections, tabulations, construction details, plan and profile sheets at 40 scale, cross sections at 50 feet)
- » FOR cost estimate
- » Project special provisions
- » FOR meeting (agenda, meeting minutes)
- » Written summary of comments and responses

Final Construction Documents

- » Bid plans (title sheet, site plan, general notes, typical sections, tabulations, construction details, plan and profile sheets at 40 scale, cross sections at 50 feet)
- » Final cost estimate and bid form
- » Project special provisions, standard special provisions, assistance with assembly of final construction manual
- » Clearance letters

Survey

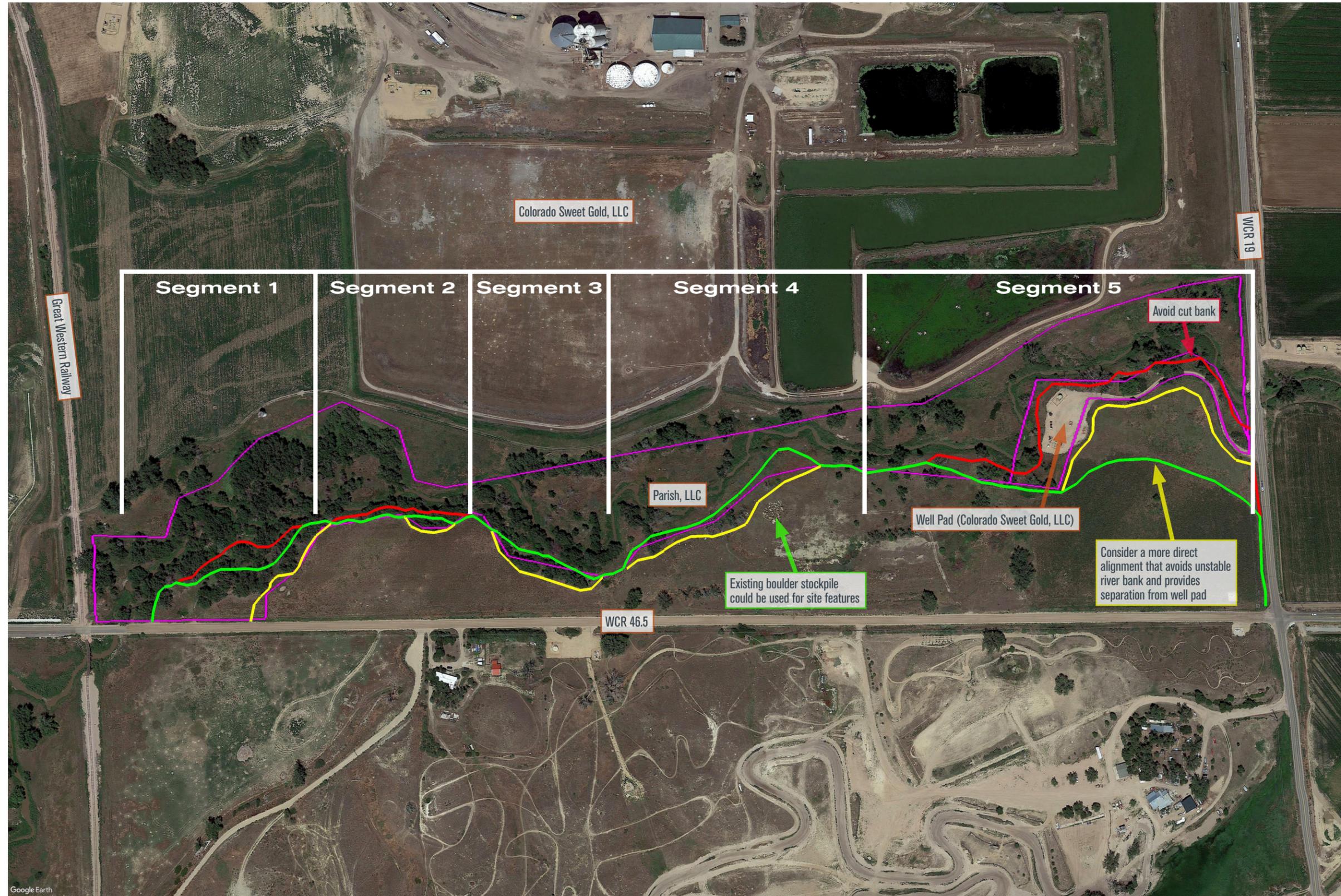
- » Topographic survey for 75 foot swathe based on flagged alignment
- » Boundary determination
- » Utility locates
- » CDOT-compliant control sheet

Environmental

- » Wetlands delineation and T&E Habitat Assessment
- » CDOT Wetlands Finding Report
- » CDOT Senate Bill 40 Certification
- » CDOT Biological Resource Report
- » Section 404 Nationwide Permit
- » Class I Cultural Resources File Search
- » Initial site assessment
- » CDOT Non-Programmatic CatEx

FIGURE 1—ISSUES/OPPORTUNITIES MAP

Our team has walked and documented the LTR Trail corridor and has identified the issues and opportunities on the map below. The LTR Trail is an important project both to the Town and the greater trail network running throughout Northern Colorado. We are excited to work collaboratively on this project with the Town, respecting the surrounding community and solving challenges together.



NOTE:

— Red alignment alternatives maximize interface with the river and use of the existing Parish, LLC, parcel, but may be problematic for environmental permitting and floodplain concerns.

— Yellow alignment alternatives maximize a separation from riparian habitat and floodplains, but reduce the quality of the user experience.

— Green alignment alternatives balance the user experience and environmental/floodplain concerns.

Alternatives in each segment will be considered. A combination of alternatives will be selected based on the environmental constraints, Town preferences, and coordination with Colorado Sweet Gold, LLC.

G. Qualifications/Experience

Specializing in challenging and memorable trail projects requiring adherence to Colorado Department of Transportation (CDOT) standards and specifications, concrete trail paths, and environmental considerations, our highly skilled team is well-suited to produce an aesthetically-pleasing, user-friendly trail design.

The projects described and listed in the following pages dealt with unique challenges similar to those that will be encountered on the LTR Trail project. These unique challenges have been identified and included in the matrix following the project descriptions.

Triple Creek Trail | AURORA, CO

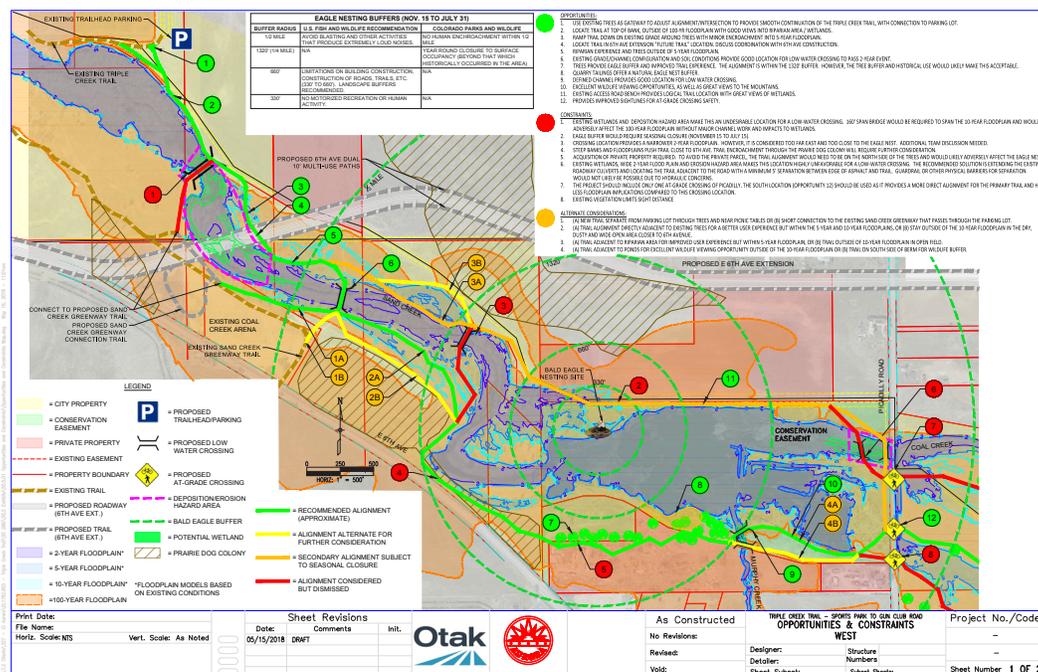
Project Manager:	Scott Belonger, PE
Fee:	\$247,448
Status:	Ongoing

The Triple Creek Greenway is a visionary project that, when completed, will comprise 27 miles of biking and walking trails between Aurora Reservoir and the South Platte River. Extending just east of E-470, Triple Creek Trail will provide connectivity to the newly extended 6th Avenue Parkway, a nearby sports park, and a new trailhead.

An Otak team led by Scott Belonger, PE, is providing trail design and engineering services to the City of Aurora for the three-mile, eight-foot-

wide, soft surface extension of Triple Creek Trail. Otak flagged all three miles of new trail alignment and is providing all plans and profiles for the trail. The trail alignment was set to maximize user enjoyment and interaction with the riparian corridor while also considering sensitive habitat, eagle closure areas, and the frequency of flooding.

Challenges include three low-water crossings and an underpass at the existing E-470 bridges over Coal Creek. Otak provided structural engineering services for these crossings and is currently providing a no-rise for these features. The project has required extensive and persistent coordination with E-470 and their consultants to coordinate the design with the ongoing design of the E-470 widening and High Plains Trail design. At this time, Otak has completed the 90% design and are working with PROS and other City staff through the AMANDA review process to complete the final design and bid package, with the goal of having the project ready for construction advertisement in the fall of 2020 when funding may be available.



St. Vrain Greenway / LONGMONT, CO



The 9.5-mile St. Vrain Greenway trail corridor extends from North 75th Street to Weld County Road 7 in Longmont. Otak has been involved in several of the project's phases, initially providing design services for six pedestrian bridges that cross St. Vrain Creek, Lefthand Creek, Old Dry Creek, and the Bonus Ditch. Otak also designed the trail segments adjacent to these bridges, beneath the existing vehicular bridge at Main Street (State Highway 119), and other segments where slopes or site grading was critical. Break-away bridge designs were used to reduce construction costs and minimize site impacts.

Otak was the prime consultant for the next segment of the greenway, which included two miles of path design through a riparian corridor, a 140-foot span pedestrian bridge over St. Vrain Creek, path design and erosion control beneath the existing SH 119 bridge,



Project Manager:	Scott Belonger, PE
Fee:	\$225,000
Status:	Completed 2006–2010 (several phases)

ramp connections to bike lanes on SH 119, a new pedestrian underpass structure at 119th Street and East County Line Road, and modifications to an existing field access bridge. Several alternative path alignments were considered in the conceptual design phase to minimize impacts to wetlands, wildlife habitat, nesting bald eagles, and other sensitive areas.

Roaring Fork River Trail—Atkinson Section / GLENWOOD SPRINGS, CO



Project Manager:	Scott Belonger, PE
Fee:	\$250,000
Status:	Completed 2011

Otak worked with the City of Glenwood Springs on the design of 1.3 miles of trail along Three-Mile Creek and the Roaring Fork River. A portion of the trail was located between the western bank of the Roaring Fork River and the historic Atkinson Canal.

Otak worked closely with City of Glenwood Springs Community

Development and the River Commission in developing a plan for a 10-foot-wide concrete path with two-foot soft surface shoulders; a four-span pedestrian bridge underpass at the Sunlight Bridge; trail amenities such as overlooks, picnic shelters, and beach access; and improvements to the trailheads.



Meadowlark Trail / BOULDER COUNTY, CO



Otak completed the design of the Meadowlark Trail in southeastern Boulder County. The trail connects the Coalton Trail, west of McCaslin Boulevard, with the Singletree-Mayhoffer Trail in Old Town Superior. The project included the design of 14,000 linear feet of eight-foot-wide soft surface trail.

A portion of the trail is in challenging terrain, and providing a sustainable soft surface trail on steep side slopes was a major design consideration. The project also included a bridge crossing of the community ditch and required coordination with the FRICO ditch company.

Project Manager:	Scott Belonger, PE
Fee:	\$85,000
Status:	Completed 2009



ADDITIONAL EXPERIENCE

The matrix below and project list on the following pages represents our history of working on trail projects and projects containing elements similar to the LTR Trail. The matrix has been sorted by relevant project elements and teaming experience with our subconsultants, while the project list is sorted by client.

	RELEVANT PROJECT ELEMENTS						TEAMING EXPERIENCE	
	CDOT FUNDED	CDOT STANDARDS	RIPARIAN CORRIDORS	FLOODPLAIN ISSUES	FIELD FLAGGED ALIGNMENT	CONTEXT-SENSITIVE DESIGN	ERO RESOURCES	KING SURVEYORS
St. Vrain Greenway—Phases 6, 7, 8, 11; Longmont, CO		●	●	●	●	●	●	
Triple Creek Trail; Aurora, CO		●	●	●	●	●	●	
Wildcat Trail; Milliken, CO						●	●	
Highway 257 Corridor Trail Feasibility Study; Milliken, CO	●	●				●	●	●
Fall River Trail Extension; Estes Park, CO	●	●	●	●	●	●		●
Roaring Fork Rivertrail—Atkinson Section; Glenwood Springs, CO		●	●	●		●		
Montrose Connect Initiative (Uncompahgre River Trail); Montrose, CO		●	●	●		●		
Feather Ridge Trail; Mead, CO	●	●				●		
Gore Valley Trail—Library Section; Vail, CO		●	●	●		●		
Poudre Trail SH 392 Underpass; Windsor, CO	●	●				●		●
Rock Creek Trail at Coalton Road (Meadowlark Trail); Boulder County, CO	●	●			●	●		
Rock Creek Trail at Dillon Road; Boulder County, CO	●	●	●	●	●	●		
Animas River Trail (ART)—North Section; Durango, CO		●	●	●		●		
Animas River Trail (ART)—Albertson's Section; Durango, CO		●	●	●		●		
Van Bibber Creek Greenway at Kipling Parkway; Arvada, CO	●	●	●	●		●		
Van Bibber Creek Greenway at Ward Road; Arvada, CO	●	●	●	●		●		
Superior Trail—McCaslin BRT to Davidson Mesa; Superior, CO	●	●				●		●

CITY OF BOULDER TRANSPORTATION

- » 30th and Colorado Underpass
- » Elmer's Two-mile Creek Pedestrian Underpass
- » Skunk Creek Underpass
- » Bear Canyon Creek Underpass at Arapahoe and Foothills
- » Wonderland Creek Underpass
- » Valmont Park Underpass
- » Chautauqua Pedestrian Improvements
- » Boulder Creek Sidewalks

CITY OF BOULDER OPEN SPACE AND MOUNTAIN PARKS

- » Doudy Draw Trail
- » Bear Canyon Trail Improvements
- » Chapman Drive Trail
- » Boulder Falls Improvements
- » Mesa and Shadow Canyon Mitigation
- » Shanahan Trail Mitigation
- » Davidson Ditch Path Bridge
- » Settler's Park Pedestrian Bridge
- » SH 52/Cottontail Trail Bridges
- » South Boulder Creek Trail Bridge
- » Coal Creek Trail Bridge
- » Goshawk Trail Bridge
- » Crown Rock Trailhead
- » Centennial Trailhead

CITY OF LONGMONT

- » Price Road Sidewalks
- » Longmont Downtown Alley Improvement
- » McIntosh Lake Trail, Phases 1 and 2
- » Dry Creek #1 Trail Connection
- » Price Road Pedestrian Bridge
- » SH 119 Pedestrian Underpass at Hover Road
- » Lefthand Greenway and Underpass at US287
- » 3rd Avenue Entryway
- » St. Vrain Greenway Multiple Phases

CITY AND COUNTY OF BROOMFIELD

- » Industrial Lane Bike/Pedestrian Study
- » Nickel Street Trail
- » Lilac Park/Broomfield Trail Phases 1 and 2
- » Ridgeview Trail, Phase 2
- » Lake Link Trail
- » RT 1 Underpass Retrofit
- » Ruth Roberts Preserve Pedestrian Bridge
- » Spruce Meadows Pedestrian Bridge

TOWN OF SUPERIOR

- » STC Slope Enhancements
- » McCaslin Sidepath Study
- » STC Tract H
- » McCaslin to Davidson Trail
- » Superior Trails—6 segments
- » Rock Creek Phase II Neighborhood Trail
- » Marshall Underpass Feasibility

TOWN OF VAIL/VAIL REC DISTRICT

- » Gore Valley Trail—Library Section Bridges
- » Vail Covered Bridge Rehabilitation
- » Pedestrian Bridge Inspections
- » Ford Park Pedestrian Bridge
- » Matterhorn Bridge Replacement
- » Bridge Road Bridge Replacement
- » Golf Club Pedestrian Bridge Replacements
- » Golf Club Tee Box #3 and Tee Box #7 Retaining Walls

CITY OF ASPEN

- » Cemetery Lane Trail and Streetscape
- » Cemetery Lane Pedestrian Bridges
- » Castle Creek Underpass
- » Aspen Club Pedestrian Bridge
- » Highlands Trail
- » Deer Hill Trail
- » Burlingame Trail
- » Pedestrian Bridge Inspections
- » Aspen Downtown Enhancements Pedestrian Plan
- » Truscott Underpasses

PITKIN COUNTY

- » Castle Creek Trail
- » Carbondale to Crested Butte Trail Study
- » Rio Grande Trail Connection
- » Brush Creek Trail Bridge #2

TOWN OF BASALT

- » Basalt & Midland Avenues Grade Separated Crossing Study
- » East Valley Road Traffic Calming
- » Basalt-Willits Trail Connection
- » Two Rivers Greenway

CITY OF DURANGO

- » Animas River Trail—Albertson's Section
- » Animas River Trail—North Section
- » ART SMART 160 Trail
- » ART Memorial to Oxbow Trail

CITY OF GLENWOOD SPRINGS

- » Devereux Road Pedestrian Bridge over I-70
- » Roaring Fork River Trail
- » Midland Avenue Traffic Calming

BOULDER COUNTY

- » SH119/SH52 Bikeway Improvements
- » 63rd Street Sidewalks
- » Lee Hill Drive Shoulders Pedestrian Improvements
- » Dyer Road Connection
- » Cowdrey Draw/Mayhoffer Pedestrian Bridge
- » AHI Pedestrian Bridge
- » Betasso Link Bridge
- » Heil II Trail Bridge
- » N. 75th Pedestrian Crossing
- » Hall Ranch Bridges
- » Twin Lakes Trail Bridges
- » SVG–Golden to Pella Trail
- » RTD Rail Trail
- » Rock Creek Trail/Dillon Road
- » Lyons to Boulder Regional Trail
- » Rock Creek Trail/Coalton Drive
- » Rock Creek Trail–Coalton and Dillon
- » Boulder Canyon Trail Improvements
- » Airport Road Underpass and Trail
- » 83rd over Dry Creek Culvert
- » Dillon Road Culverts

CITY OF LOUISVILLE

- » SH 42 Underpass
- » McCaslin Boulevard Underpass
- » South Boulder Road Underpass
- » 2017 New Trails
- » Louisville Open Space and Trails Wayfinding
- » CTC to Old Town Louisville Trail
- » Aquarius Trailhead

TOWN OF LYONS

- » Lyons US36 Beautification Project
- » Main Street Pedestrian Streetscape

CITY OF ARVADA

- » Van Bibber Underpass at Ward Road
- » Kipling Parkway Underpass
- » 74th Avenue Sidepath and Bike Lanes

TOWN OF ERIE

- » CCT–Bonnel Connection
- » Erie Parkway Bike Shoulders
- » County Line Road Bike Shoulders

CITY OF PEORIA, AZ

- » New River Trail
- » Skunk Creek 75th Avenue to New River Multi-use Path

OTHER CLIENTS

- » Estes Park Fall River Trail, Estes Park
- » Paths to Mesa Verde Planning, Montezuma County
- » Montrose Path to Parks Trail, Montrose
- » Montrose Connect Trail
- » Wildcat Trail, Milliken
- » Alamosa Community Trails Master Plan, Alamosa
- » CR 501 Multi-Use Path, La Plata County
- » Highway 257 Corridor Trail Study, Milliken
- » El Camino Real Trail, Santa Fe (NM)
- » Arroyo Hondo Trail, Santa Fe County (NM)
- » Santa Fe Rail Trail, Santa Fe County (NM)
- » Ruidoso River Trail Ph 1 & 2, Ruidoso (NM)
- » Pathway 22 East Segment, Jackson (WY)
- » Clear Creek Canyon Trail, Clear Creek County & Jefferson County
- » Feather Ridge Trail, Mead
- » Nederland Downtown Streetscape/Trail, Nederland
- » EVT–Eagle Vail to Dowd Junction Trail Study, Eagle County
- » Satank Pedestrian Bridge, Garfield County
- » CU Bridges at 23rd & 19th Streets, Boulder
- » Ft. Lupton Ped Bridge, Ft. Lupton
- » Anthem Ranch Ped Bridges, Broomfield
- » Cutler Trail & Ped Bridge, Colo Springs
- » Gothic Trail & Pedestrian Entrance Bridge, Mt. Crested Butte
- » Mesa Street Pedestrian Bridge, Mancos
- » York Street Underpass, Adams County
- » Highline Canal Trail Underpass, Aurora
- » SH 392 Underpass, Windsor
- » Farmer's Highline Canal Trail Underpass, Thornton
- » SH 392 Poudre Trail Underpass, Windsor
- » Fruita Riverfront Trail, City of Fruita
- » Fruita Trail, City of Fruita
- » SH 62 Pedestrian Path, Ridgway

H. References



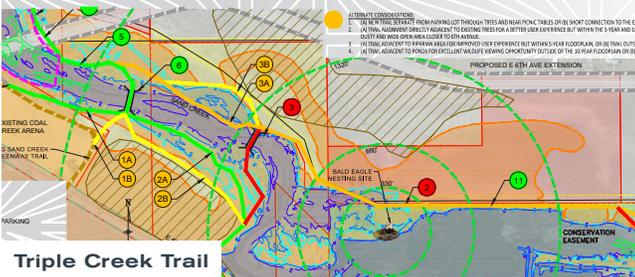
Wildcat Trail Feasibility Study



ART River Trail North—Memorial Park to Oxbow Park



Superior Trail—BRT to Davidson Mesa Underpass



Triple Creek Trail



Van Bibber Creek Greenway at Kipling Parkway

Thompson Rivers Parks and Recreation District

Clint Dudley, Executive Director
(970) 660-8750 | cdudley@trpr.org

City of Durango

Scott Chism, Project Manager
(303) 375-7385 | scott.chism@durangogov.org

Town of Superior

Alex Gorsevski, Project Manager
(303) 499-3675 | alexg@superiorcolorado.gov

City of Aurora

Trent Wooley, Project Manager
(303) 739-7174 | mwoolley@auroragov.org

City of Arvada

Chris Proper, PE, Project Manager (currently with City of Lakewood)
(303) 987-7973 | chrpro@lakewood.org

ERO Resources Corporation
 Town of Johnstown
 Little Thompson River Trail Project

Estimated Total Task Hours and Total Task Cost

Task	Cost
Task 1. Wetland Delineation/ T&E Habitat Assessment	\$5,300
Task 2. CDOT Wetland Finding Report	\$2,600
Task 3. CDOT Senate Bill 40 Certification	\$1,400
Task 4. CDOT Biological Resources Report	\$2,100
Task 5. Section 404 Nationwide Permit	\$2,100
Task 6. Class I Cultural Resources File Search	\$2,200
Task 7. Initial Site Assessment (ISA)	\$4,200
Task 8. CDOT Non-Programmatic CatEx	\$7,200
Task 9. Meetings, Agency Coordination, Project Management, Quality Control	\$5,500
Total	\$32,600

Project Assumptions

Historic

Assumptions

- ERO anticipates no field surveys would be necessary and will provide an additional scope if field surveys are needed. The project does not require right-of-way or easement acquisition.
- In the event CDOT determines fieldwork and reporting for consultation with the State Historic Preservation Officer is necessary, ERO will conduct these tasks under a revised scope of work.

Biology

Assumptions

- If wetlands are impacted, this project would meet the requirements of a Nationwide Permit (NWP) and a more detailed, time consuming Individual Section 404 of the Clean Water Act will not be needed.
- This approach and costs include one round of revisions based on CDOT comments.
- Formal consultation with U.S. Fish and Wildlife Service for Threatened and Endangered (T&E) species is not included in this scope.
- Information on noxious weeds found in the project area will be included in the biological resources report, and a separate noxious weed management plan will not be needed.
- If CDOT determines that some of the reports included in this scope are not needed, the estimated costs for these reports will not be included in the project contract.
- The Client will arrange and provide written permission to access the project area.

Hazardous Materials

Assumptions

- Unforeseen conditions may significantly affect the ability of ERO to make conclusions and recommendations during the Phase I investigation.
- ERO assumes the project area will not present conditions that may be hazardous to the health and safety of ERO personnel. The presence of visible hazards or contamination may be sufficient cause for ERO to halt work immediately and request a meeting with the Client to discuss the problem.
- ERO will conduct all work according to the provisions given in this SOW and in the accompanying Terms and Conditions. SOW.
- ERO will have adequate and timely access to the project area to conduct the Phase I ESA. The client will provide ERO with all written authorization or agreements to access the project area.
- Any conditions, known or suspected by the Client, that may have bearing on these investigations, or to the findings or recommendations made pursuant to this Work Scope, will be disclosed to ERO before initiation of the Work Scope. The Client will provide ERO with any appraisal reports, title histories, engineering reports or other technical reports or information that may pertain to this investigation.
- All references, statements or recommendations in this Work Scope or in any subsequent written reports to substances being either hazardous or not hazardous are made solely in accordance with or in reference to such official designations made by government agencies or other authorities under applicable laws, regulations, or guidelines. ERO itself makes no claim, warranty or implication as to whether any substance may or may not be hazardous.
- This Work Scope does not include an assessment of the potential for any particular condition adversely to affect public health.
- Any laboratory analytical work will be conducted by a laboratory or laboratories under separate contract or subcontract. While ERO will endeavor to select qualified laboratories for sample analysis, ERO will accept no responsibility or liability for laboratory results, quality control or analytical turnaround time.
- Deviations from these assumptions may result in cost increases or changes in schedule.
- All site boundaries shown or discussed in the report are approximations based on information supplied by the Client. ERO Resources will accept no responsibility or liability for the accuracy of the site boundaries.
- The Client will be responsible for obtaining any map/surveys or design plans of the project area, determining project area size, and providing access agreements to ROW acquisition parcels, and forwarding these items to ERO prior to conducting the site reconnaissance.

CDOT Programmatic Categorical Exclusion

Assumptions

- ERO assumes that the following resources would not need to be analyzed in detail or that CDOT will conduct environmental services, including the necessary research, fieldwork and environmental documentation for the following resources:
 - Paleontological resources
 - Archeological resources
 - Non-historic Section 4(f)
 - Air quality
 - Socioeconomic and Environmental Justice
 - Noise
- One on-site or in-person meetings is included in this SOW. No additional meetings are included.
- This SOW does not include additional work required in the event any currently unknown significant resource is located in the project area.
- One round of revisions for all reports based on CDOT's comments is included in this SOW and no other revisions will be needed.



KING SURVEYORS

March 23, 2020

Otak, Inc.
Attn: Scott Belonger
371 Centennial Parkway, Suite 210
Louisville, CO 80027

Re: Proposal for Little Thompson River Trail Project topographic survey and basemapping

Scott,

After speaking with you and reviewing your survey request, I am pleased to provide you with a proposal to perform the following services:

ITEM I – Topographic survey and boundary determination

The fee to provide a topographic survey of a 75-foot wide swathe, centered about one of the two proposed alignments conveyed in the provided "LTRT.kmz," and to provide basemapping of parcel lines and road rights-of-way within the project area, will be **\$10,461.00**.

The breakdown of this cost is as follows:

Project management and field prep – Project Manager – 4 hours @ \$99/hr = \$396.00
Field work – Two-man Crew – 45 hours @ \$157/hr = \$7065.00
PLS review – Project Surveyor – 5 hours @ \$114/hr = \$570.00
Drafting – Draftsman – 20 hours @ \$95/hr = \$1900.00
Utility locates – To be provided by PRIMO Locating Services, LLC - \$530.00

ITEM II – Optional titlework examination and drafting of easements

The fee to examine the subject property titlework that King Surveyors is in possession of and to plot all draftable easements contained within the Schedule B exceptions in the immediate project area will be **\$1140.00**.

The breakdown of this cost is as follows:

PLS review – Project Surveyor – 10 hours @ \$114/hr = **\$1140.00**

ITEM III – 2013 post-flood LiDAR data acquisition and incorporation with ground truthing

The fee to acquire and incorporate LiDAR data available through the Colorado GeoData Cache will be **\$1578.00**. This work will include some additional ground truthing and analysis of the LiDAR data to make reasonable, localized adjustments and samplings based on controlling observations taken in near-planar areas. The data available has a vertical precision claim of ± 1 foot, and as such, a consistent match may not be achievable. LiDAR data integration will begin at the outer margins of the conventional survey area.

The breakdown of this cost is as follows:

Field work – Two-man Crew – 4 hours @ \$157/hr = \$628.00

Drafting – Draftsman – 10 hours @ \$95/hr = \$950.00

ITEM IV – 2013 post-flood LiDAR data acquisition and incorporation without ground truthing

The fee to acquire and incorporate LiDAR data available through the Colorado GeoData Cache will be **\$570.00**. This will not involve any ground truthing or additional analysis, but will simply involve the blending of a conventionally-derived survey surface with a LiDAR-based surface and/or point file, with LiDAR data integration beginning at the outer margin of the conventional survey area.

The breakdown of this cost is as follows:

Drafting – Draftsman – 6 hours @ \$95/hr = \$570.00

ITEM V – CDOT Control Diagram

The fee to generate a CDOT control diagram with an adequate basis of bearings and vertical control will be **\$750.00**.

The breakdown of this cost is as follows:

Drafting – Draftsman – 3 hours @ \$95/hr = \$279.00

Field work – Two-man Crew – 3 hours @ \$157/hr = \$471.00

ADDITIONAL NOTES

None of the above-described work will result in any monuments being set nor any plats being provided/recorded. If these or any additional services other than those above-described become necessitated at a later date, they can be provided for an additional fee.

If you have any questions regarding this proposal, please feel free to contact me at my office at (970) 686-5011.

Sincerely,

Andrew Dieffenbach
andrewd@kingsurveyors.com