



Town of Frederick
Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, May 14, 2024

7:00 PM

Livestreaming of the Board of Trustees regular meetings have been transitioned to the Town of Frederick website. Work Sessions are not livestreamed. The livestream for the regular meeting can be accessed at www.frederickco.gov/civicmedia

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

Tricia David, Town Clerk
tdavid@frederickco.gov
720-382-5500

Or

Emily Nitcher, Assistant Town Clerk
enitcher@frederickco.gov
720-382-5500

Built on What Matters.



**Town of Frederick
Board of Trustees Agenda**

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, May 14, 2024

6:30 P.M.

Work Session

7:00 P.M.

Regular Meeting

Call to Order – Roll Call:

Pledge of Allegiance:

Approval of Agenda:

Special Presentation:

- A. Municipal Judge Recognition.

Action Agenda:

- B. Resolution 24-R-28 A Resolution of the Town of Frederick, Colorado, Granting the 2024 Frederick High School Scholarship Program Awards Based on the Recommendations of the Scholarship Committee.

Special Presentations:

- C. FRED Friends Update.
- D. GFOA Recognition.

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

Built on What Matters.

Staff Reports:

E. Administrative Report – Bryan Ostler, Town Manager.

Consent Agenda: Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda.

F. List of Bills – Kurtis Adams, Finance Director.

G. March 26, 2024 Meeting Minutes – Emily Nitcher, Assistant Town Clerk.

H. April 9, 2024 Meeting Minutes – Emily Nitcher, Assistant Town Clerk.

I. April 23, 2024 Meeting Minutes – Emily Nitcher, Assistant Town Clerk.

J. Resolution 24-R-29 A Resolution of the Town of Frederick, Colorado, Cancelling the May 28, 2024, Board of Trustees Meeting.

Action Agenda:

K. Resolution 24-R-30 A Resolution of the Town of Frederick, Colorado, Approving a Conditional Use Request to Establish a Kennel, Indoor Use, for Property Located at 3771 Monarch Street, Suite E, and Adopting Certain Findings of Fact and Conditions of Approval.

L. Resolution 24-R-31 A Resolution of the Town of Frederick, Colorado, Approving Water Reservation and Allocation Policy & Water Allowance.

M. Ordinance No. 1393 An Ordinance of the Town of Frederick, Colorado, Amending Portions of Chapter 13, Article II, Water Utility, of the Frederick Municipal Code.

N. Resolution 24-R-32 A Resolution of the Town of Frederick, Colorado, To Award a Contract for Design Services for Frederick Public Works Facility at 7400 Eagle Boulevard and Authorizing the Town Manager to Execute the Contract.

O. Resolution 24-R-33 A Resolution of the Town of Frederick, Colorado, Repealing the 2014 Miners' Park Town Centre Urban Renewal Plan.

P. Resolution 24-R-34 A Resolution of the Town of Frederick, Colorado, Appointing Officers of The Town of Frederick.

Mayor and Trustee Reports:

Executive Session:

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

Adjournment:



TOWN OF FREDERICK Board of Trustees Action Memorandum

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Mark Lamach, Trustee
Dan March, Trustee

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

Request to Award the 2024 Frederick Scholarship

Agenda Date: Town Board Meeting – May 14, 2024

Attachments: a. Resolution 24-R-28

Finance Review: Kurtis Adams
Finance Director

Submitted by: Tricia David
Town Clerk

Approved for Presentation: Bryan Ostler
Town Manager

Quasi-Judicial

Legislative

Administrative

Strategic Plan Alignment:

Dynamic, Inclusive & Connected Community



The Town of Frederick Scholarships increases education opportunities for Frederick Youth.

Summary Statement:

Each year the Board of Trustees, on the recommendation of the Scholarship Committee awards scholarships for the first four years of college eligibility to graduating high school seniors who are residents of Frederick.

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Detail of Issue/Request:

The deadline this year for the Frederick Scholarship was February 23, 2024. 20 applications were received and reviewed by the Scholarship Committee.

Students are required to submit an application, transcripts, one letter of recommendation or community nomination and an essay for consideration by the scholarship committee. The student must attend an accredited college, university, trade school, community college, junior college, or other qualifying program.

The Scholarship Committee is recommending the Board of Trustees award the scholarship to the following individuals:

Angela Michel
Ava Bailey
Brianna Wolf
Cooper Boyce
Isabel Howell
Nicholas Asmundstad-Williams
Owen Slater

The students will be present at the meeting to introduce themselves and share their future plans.

Legal/Political Considerations:

N/A

Alternatives/Options:

The Board may choose to approve the awards or not.

Financial Considerations:

The 2024 Adopted Budget's Oil Royalty Fund includes funds for this annual scholarship program.

Staff Recommendation:

The Committee recommends approving the attached resolution awarding the 2024 scholarships.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-28**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
GRANTING THE 2024 FREDERICK HIGH SCHOOL SCHOLARSHIP
PROGRAM AWARDS BASED ON THE RECOMMENDATIONS OF THE
SCHOLARSHIP COMMITTEE**

WHEREAS, the Town created an academic scholarship program for graduating seniors from the Town of Frederick attending an accredited high school or accredited home-schooling program in Colorado under Ordinance 1127, administered through recommendations of the Scholarship Committee and annual awards made by the Board of Trustees; and

WHEREAS, the Town wishes to grant awards to the high school students nominated by the Scholarship Committee.

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

Section 1. The Board of Trustees hereby accepts the nominations of the Scholarship Committee and authorizes the Mayor and the Town Clerk to issue scholarship award funds to the institutions attended by the following students.

<i>Student</i>	<i>University/College Attending</i>
Angela Michel	Colorado State University
Ava Bailey	Embry Riddle Aeronautical University, Prescott
Brianna Wolf	University of Kentucky
Cooper Bryce	Brigham Young University Idaho
Isabel Howell	Utah State University
Nicholas Asmundstad-Williams	Loyola University of Chicago
Owen Slater	University of Colorado Boulder

Section 2. Pursuant to Sec. 4-166, Frederick Municipal Codes the students above must meet certain eligibility requirements in order to remain qualified to receive scholarship awards in subsequent academic years under the Town scholarship program, including maintaining a minimum university/college GPA of 3.0.

Section 3. Effective Date. This resolution shall be become effective immediately upon adoption.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 14th DAY OF MAY 2024.

ATTEST:

TOWN OF FREDERICK

By _____
Tricia David, Town Clerk

By _____
Tracie Crites, Mayor



Town of Frederick Admin Report 5.14.24

Upcoming Board of Trustees Work Sessions:

The following is the schedule for upcoming meetings, though topics are subject to be changed or rescheduled:

- May 21, 2024 – Work Session
- May 28, 2024 – Regular Meeting
- June 4, 2024 – Work Session
- June 11, 2024 – Regular Meeting



Effective, Efficient & Strategic Government Operations

- Communications & Engagement training:
 - Ongoing I.T. training
 - GIS mapping training on April 18th



Community and Economic Vitality

- The Opening Day Scramble was hosted on May 4th. There were 72 participants, plus a waitlist of golfers.
- Learn to Golf classes have started for 2024. There are 14 participants in the ladies' classes held Friday evenings, and there are 8 participants in the group classes held Saturday mornings.
- The Preliminary Master Plan for the Frederick Recreation Area was released for another round of community engagement in mid-April. The project website will be live for comments until the end of June. Parks staff will be attending all Town events to solicit additional input.
- Confluence and PROS Consulting were chosen by Parks and Golf Staff to partner on a revision to the Town's Parks, Open Space and Trails Master Plan. Pending scope and contract negotiations, a contract for approval should be before the Board in June. Staff will have additional information on this effort at a June Work Session.
- The site plan for Crist Park is being revised after community engagement through the Downtown Plan efforts. We expect a final version to be completed by mid-summer.

Built on What Matters.

- The following is a list of all active development applications currently under review by the Town’s Planning Department, Engineering Department, Legal Counsel, Frederick-Firestone Fire Protection District, and external review agencies.

<i>Project Name (Date of Application)</i>	<i>General Location</i>	<i>Brief Description</i>	<i>Project Type</i>
Bear Industrial Business Park, Replat 4, Lot 12A (1/2/24)	4109 Bruin Boulevard	Proposed warehouse/office building for construction contracting company with outdoor storage component.	Site Plan
Carriage Hills Filing 1, Replat A, Block 6, Lot 1 – 10 (3/6/23)	6500 – 6554 11 th Street	Building design review for single-family detached and attached housing.	Construction Document Review
Clearview Villages (10/31/23)	Southwest corner of Godding Hollow and Silver Birch	Water demand analysis for the subdivision.	Water Demand Analysis
CWCWD 30” Waterline Easement (9/29/22)	Between Tipple Parkway and Highway 52 from Colorado Boulevard to Wheatland Boulevard.	30” waterline easement proposed.	
Dreamers Ridge Phase 1, Replat A (7/3/23)	Southwest of Godding Hollow and Colorado 5.	Proposed new tracts B, C and a new Lot 1. Lot 1 proposed as a 70-acre residential estate lot.	Minor Subdivision
Eagle Business Park Filing 4C, Lot 1 (1/16/24)	7200 Eagle Boulevard	Create a site plan document that reflects changes already made to the site such as the lot expansion.	Site Plan Amendment
Eagle Business Park Filing 5, Lot 3&4 (10/16/23)	4609 & 4701 Falcon Place	Proposed St Vrain Sanitation District administration maintenance facility.	Subdivision Amendment; Site Plan
Evezich Amendment 2, Lot 3A (10/23/23)	131 Aspen Drive	Proposed “Brigit’s Village” 40-unit affordable mixed-use residential building.	Site Plan
Frederick West Business Center, Filing 2., Block 2, Lot 6 (1/2/24)	7701 Miller Drive	Proposed building addition to the west side of an existing building.	Site Plan Amendment
Frederick West Business Center, Replat F, Block 9, Lot 6 (2/16/24)	7300 Miller Dr	Proposed division subdivision of existing lot into two lots.	Subdivision Amendment
Glacier Business Park, Amendment 1, Block 4, Lot 5 (2/5/24)	3771 Monarch St. Suite E	Proposed dog daycare and kenneling facility.	Conditional Use
Indian Peaks Filing 10, Block 5, Lot 2 (4/15/24)	8426 Kosmerl Place	Proposed parking addition.	Site Plan Amendment
Indian Peaks, Filing 12, Lot 1 (7/17/23)	8123 Indian Peaks Avenue	Proposed replacement of aboveground extended detention basin with an underground detention facility and the modification of right-	Site Plan Amendment

<i>Project Name (Date of Application)</i>	<i>General Location</i>	<i>Brief Description</i>	<i>Project Type</i>
		of-way landscaping with a waterwise design.	
Columbine Heights (8/9/23)	Currently “Johnson Farms/Sindle Hill Energy Minor”	Proposed single-family detached residential community.	Preliminary Development Plan; Preliminary Plat
Meadowlark Business Park, Block 1, Lot 1 (4/22/24)	5964 Iris Parkway	Proposed 10,000-sf expansion to the existing building.	Site Plan Amendment
Meadowlark Business Park, Replat A, Block 1, Lot 2 (8/21/23)	5978 Iris Parkway	Proposed 20,250-sf industrial building as phase 1. Phase 2 to include the addition of an outdoor storage area. Phase 3 to include removal of storage to be replaced with a 20,500-sf building and additional parking.	Site Plan
Miners Park Town Centre (3/6/23)	Northeast corner of Colorado Boulevard and Highway 52.	Planned development directly south of downtown Frederick.	Construction Document Review; Final Plat; Rezone
Silverstone Filing 7	Currently “Miner’s Village Filing 1”	Proposed development of 581 single-home residential lots.	Preliminary Plat, Preliminary Development Plan
Nelson Farms	Northeast corner of I-25 and Highway 52.	Proposed development of 236 acres as single-family detached, duplex, and townhome lots.	Preliminary Plat; Preliminary Development Plan; Subdivision Amendment
No Name Creek Estates, Filing 1, Replat C, Block 14, Lot 1-3 (11/27/23)	Eastern part of No Name Creek	Water demand analysis for the three lots listed.	Water Demand Analysis
Park n Ride Annexation (12/26/23)	Northwest corner of I-25 and Highway 52	Proposed QuikTrip	MOAPI Amendment; Site Plan; Variance
Prosperity (12/8/23)	Southeast of Tipple Parkway and Ridgeway Boulevard	Water demand analysis for the subdivision	Water Demand Analysis
Raspberry Hill Business Park Lot 13	8274 Raspberry Way	Proposed changes to materials and drainage from the original site plan.	Site Plan Amendment
Raspberry Hill Business Park Lot 15 (12/15/23)	8360 Raspberry Way	Proposed facility for an HVAC contractor to include a warehouse/shop, office space, and an outdoor storage component.	Site Plan
Shores on Plum Creek (6/20/22)	Northwest of Highway 52 and Colorado 3 ¼	Proposed master-planned community with retail/commercial opportunities and a wide range of housing types.	Minor Subdivision; Preliminary Plat; Preliminary Development Plan; Rezone
Silverstone Commons (9/29/23)	Currently “Silverstone Filing 1, Block 8, Lot 1”.	Proposed development of a commercial/retail project that is cohesive with the adjacent	Final Development Plan

<i>Project Name (Date of Application)</i>	<i>General Location</i>	<i>Brief Description</i>	<i>Project Type</i>
	Northwest of Highway 52 and William Bailey Avenue	commercial/mixed-use property to the east.	
Wheatlands (4/4/22)	Currently “Brunemeier Annexation”	Proposed high-quality residential neighborhood that will include single-family detached and attached housing.	Preliminary Development Plan; Preliminary Plat
Wildflower Filing 1, Amendment 1, Block 27, Lot 2 (1/2/24)	3833 Tipple Parkway	Proposed United Power battery energy storage system.	Site Plan
Wyndham Hill Filing 10 (11/16/20)	Currently “6855 Aggregate Boulevard”	Proposed single-family detached housing.	Final Development Plan; Final Plat



Dynamic, Inclusive & Connected Community

- Monthly Newsletter:
 - Electronic and mailer
- Weekly Flash, featuring four articles weekly
- Daily postings on social media platforms
- Communication and Campaign Planners
- FRED Culture
 - Wellness walks: 1-on-1 interactions
 - Monthly Communications team meeting
 - Listening Tour completion
 - Finalization of action plan to integrate culture into daily operations
- ADA HB 21-21110 Compliance
 - CommonLook installation and training materials
 - Research after HB 24-1454 was introduced on April 15th
 - CivicPlus video streaming webinar
 - Memo and PowerPoint presentation for upcoming June Board Work Session
 - Update Matrix:
 - Accessibility committee
 - Coordinators
 - Champions
- Town Event Preparation
 - Sponsor commitments for 2024 totaling \$59,300
 - 16 chainsaw carver applications
 - Carver spots are full – accepting applications for waitlist
 - 2024 carvers have been announced on the Town website
 - 48 food vendor applications (spots are nearly full)
 - 69 market vendor applications
 - Frederick in Flight pilot recruitment
 - Coordination for 3rd Grade Community Tours on April 25th, plus coordination with an additional school to reschedule the tours planned for April 19th that got rained out
 - Coordination of volunteers for Landfill Voucher Distribution from April 22-26

- Community Partnerships
 - FHS Ed Foundation meeting April 11th
 - Carbon Valley Emergency Management meeting April 11th
 - A new Communications & Engagement Intern has been hired! A big welcome to Keira, who will be starting in mid-May
 - Attendance at the Carbon Valley Chambers Awards Dinner on April 26th
 - Preparation of building décor for FHS parade celebrations
- Website Updates
 - Upcoming scheduled roadwork page
 - The website redesign was launched on April 25th
- Town App
 - Monthly Analytics Report
- Interdepartmental Collaboration
 - Strategic Plan meeting
 - Leadership Partnership meeting
 - Attendance at Public Works team building presentation on April 17th
 - Attendance at Facility Master Plan Meeting on April 18th
 - Attendance at Business Roundtable for Downtown on April 24th
 - Preparation of event offerings for Downtown businesses
 - Departmental project support
 - Content for King Soopers groundbreaking
 - Content for jurisdictional projects
 - Community Outreach, Education:
 - Stormwater projects
 - Clean-up days
 - Community Parks Master Plan campaign
 - Assistance with scholarship interview questions
- Board Meetings:
 - Comms attendance at Board meetings to ensure Town communications align with Board's vision and work in progress
 - Closed captioning on Board meeting recordings



Strategic, Reliable and Sustainable Infrastructure

- Parks and Golf maintenance teams are in full growing season mode. In addition to normal maintenance, Parks has focused on weed control, aeration and irrigation repairs, with Golf staff focusing on renovations to #3 and #4 fairways, installation of the new irrigation central control, and coordinating with Engineering on the stormwater improvements in that area.
- Fleet Services recently took care of a special project for a Public Works vacuum truck. They designed and fabricated a mount for an electric hose reel that the Storm Water Division will use to flush storm drains. This reel will make it much easier to reel in over 200 feet of hose, then move along quickly to the next location.
- Public Works events:

- A total of 57 residents took part in the senior pick-up event
- 18 residents made it to the tree limb drop-off event, despite inclement weather
- 153 residents participated in the electronic drop-off event from April 24-27. Items turned in included:
 - 115 televisions
 - 72 laptops computers
 - 27 phones/tablets
 - 42 printers
 - 28 small kitchen appliances
- The Legacy Elementary 3rd grade tours engaged with our Public Works team for a recent Touch-A-Truck event.
- Mowing and weed control initiatives have started Town-wide, focusing at the moment on drainage areas and rights-of-ways.
- Street sweeping operations are in full swing across several neighborhoods including Savannah, Angel View, Hidden Creek, Clark Ranch, Carriage Hills, Raspberry Hills, Eagle Valley, Summit View, Silverstone, The Farm, No Name Creek, Moore Farms, and Fox Run.
- Potholes have been filled along County Road 5, Silver Birch, Tipple Parkway, and Ridgeway Boulevard. Asphalt patching was also completed following storm drain issues along Ridgeway Boulevard.
- Public Works training to enhance our teams' capabilities and safety standards:
 - Isiah Fernandez is attending the University of Southern California's Cross-Connection Control Program from April 29th to May 3rd to acquire his CCCP Specialist Certification.
 - Gage Robertson Bryce Shirley successfully completed Confined Space competent person training
 - Teo Martinez and Heath Moody completed Trench and Excavation competent person training
 - All Public Works personnel completed safety training on confined spaces, trench and excavation safety held at the United Power building on April 16th



Safe and Secure

- Communications & Engagement:
 - Recorded a Police Department video as an introduction to Axon My90, a post-contact survey software.
 - Lexipol policy review
 - Attendance at Neighborhood Watch meeting on April 24th
 - Attendance at Dog Walker Watch meeting on April 24th
- The Police Department recently acquired TruNarc, a handheld narcotics analyzer, with the entire \$30,000 price tag covered by grant funds. TruNarc utilizes a single wavelength laser scanner to identify more than 530 different controlled substances, even while the items are still packaged. The test is quick and definitive, with the added bonus of

providing protection for officers. Narcotics test kits we previously used required small samples to be placed in a solution and agitated. TruNarc provides a touchless alternative for our officers to safely identify narcotics, which is especially beneficial as more potent and dangerous substances like fentanyl become more prevalent.

- At the end of 2023, the Police Department tested an Axon software product called My90, which assists with citizen post-contact survey capabilities. Essentially, anyone who calls requesting police assistance using either 911 or the non-emergency line is sent a short survey via text message at the conclusion of their contact. Because the demo was well-received and so successful, the department chose to incorporate My90 as a permanent part of daily operations. All survey participants remain anonymous to encourage openness and honesty. The feedback provided directly from the public to the department is invaluable when it comes to maintaining strong relationships, promoting transparency, and optimizing community engagement. The next step for the software will be publicly displaying a positivity rating on the department's web page based on the feedback received.



Fiscally Responsible Governance

- The Finance Department was awarded the 2024 Distinguished Budget Presentation Award. Congratulations to our Finance team members, and thank you for all your hard work!
- Finance is currently working on the 2023 fiscal year audit with John Cutler & Associates.

Town of Frederick - List of Bills
 March 29, 2024 - April 25, 2024

1800DRYCLEAN NORTH METRO DENVER	Uniform cleaning services	284.25
21ST CENTURY EQUIPMENT LLC	Equipment maintenance supplies	343.25
4 RIVERS EQUIPMENT LLC	Equipment	94,925.06
5STARWASHCV LLC	Vehicle maintenance	841.05
AAA PEST PROS LLC	Pest control	270.00
ACE HARDWARE OF FIRESTONE	Supplies	389.87
ACUSHNET COMPANY	Credit for merchandise returned	1,751.76
ADAMSON POLICE PRODUCTS	Police equipment & uniforms	83,717.68
AGFINITY	Fuel	12,335.26
AIMS COMMUNITY COLLEGE	Police Academy tuition	9,224.62
AIRGAS USA LLC	Shop supplies	127.38
ALEXIS GUTIERREZ	Travel per diem for out of state conference	139.50
ALI VANDEUTEKOM	Travel per diem and mileage reimbursement	522.14
ALTITUDE AWARDS AND APPAREL	Police uniforms	1,720.00
AMANDA DEBORD	Planning contract services	1,960.00
AMERICAN EAGLE DISTRIBUTING	Beverage order for restaurant	134.52
AMERICAN PUBLIC WORKS ASSOCIATION	Public Works Institute	3,600.00
ANDERSON CONSULTING ENGINEERS INC	Historic Flow Analysis of Godding Hollow Basin	990.00
ANNABEL M LEWIS	Municipal Election Judges Services	300.00
AVI PC	Colorado Blvd & Bella Rosa Drainage Projects	952.00
AXON ENTERPRISE INC	Axon equipment & RMS implementation	64,478.00
BARNARD STRUCTURES INC	2024 Milavec West Pump Station Addition	76,857.85
BASE LINE LAND & RESERVOIR COMPANY	Stock assessment	146.57
BETTER BUSINESS CLEANING	Monthly cleaning service	5,856.00
BK TIRE, INC.	Tire repair & disposal	90.00
BLACK HILLS ENERGY	Natural gas utility	4,323.06
BONNIE LOU GINTHER	Municipal Election Judges Services	375.00
BREAKTHRU BEVERAGE COLORADO	Beverage order for restaurant	599.18
CALLAWAY GOLF	Golf shop merchandise	886.51
CAPITAL BUSINESS SYSTEMS INC	Town copier lease program	1,246.32
CARBON VALLEY HALF MARATHON	Donation	2,000.00
CENTRAL WELD COUNTY WATER DIST	Water purchased & water study	71,719.24
CINTAS CORPORATION	Mat and uniform service	589.57
CIVIL RESOURCES LLC	Miners Park feasibility	3,958.00
CLARITY MATTERS CONSULTING LLC	Consulting services	2,025.00
COLORADO ASPHALT SERVICES LLC	Street maintenance supplies	1,524.35
COLORADO GOLF & TURF	Parts for equipment repair	330.67
COMCAST CABLE	Monthly internet, tv & phone service	1,006.22
CORE & MAIN LP	Hydrant supplies	864.30
CORKAT DATA SOLUTIONS LLC	Adobe Acrobat Pro software	1,726.07
COSTAR REALTY INFORMATION INC	Monthly subscription	1,206.55
DANA KEPNER CO	Water meters and maintenance supplies	52,636.56
DANIELLE M CRAWFORD	Municipal Clerk services & mileage reimbursement	1,636.82
DATASHIELD CORPORATION	Document shredding	65.00
DELL MARKETING LP	Computer equipment	11,291.44
DENVER REGIONAL COUNCIL OF GOVERNMENTS	DRAPP Project	2,400.00
DES PIPELINE MAINTENANCE LLC	Stormwater pipe inspections	865.00
DESIGN CONCEPTS CLA INC	Community Parks Master Plan/Skate Park lighting	18,010.28
DEXTER AXLE COMPANY LLC	Maintenance supplies	44.04
DUNAKILLY MANAGEMENT GROUP CORP	Owner's representation services	13,455.00
ELDORADO ARTESIAN SPRINGS INC	Water Delivery service	159.20
ELEMENT WATER CONSULTING INC	Water Engineering Services	53,844.25
EMILY NITCHER	Travel reimbursement	287.00
ENTENMANN-ROVIN CO	Police badge	65.00
ENVISIO SOLUTIONS INC	Annual subscription	22,000.00
FACTORY MOTOR PARTS CO	Maintenance supplies	176.36
FAIRFIELD AND WOODS PC	Legal services	3,290.00

Town of Frederick - List of Bills
 March 29, 2024 - April 25, 2024

FARNSWORTH GROUP INC	Easement mapping services	3,500.00
FERTECH INDUSTRIES LLC	Equipment purchase	5,118.00
FORSGREN ASSOCIATES INC	Water Infrastructure Master Plan	46,104.25
FRONT RANGE LANDFILL	Landfill voucher program	6,422.13
GAGE ROBERTSON	Boot reimbursement	200.00
GENERAL AIR	Supplies	24.29
GENERATOR SOURCE LLC	Generator repair	679.45
GEOTAB USA INC	Membership & support	1,578.50
GOLF & SPORT SOLUTIONS LLC	Road base for cart paths	425.07
GOVERNMENTAL BUSINESS SYSTEMS INC	Election equipment and expenses	21,760.44
GREEN MILL SPORTMAN'S CLUB	Range use	150.00
GUS'S GOODIES	Snacks for restaurant	215.40
HEADSTRONG COUNSELING LLC	Counseling services	300.00
HIGH COUNTRY BEVERAGE	Beverage order for restaurant	1,117.59
HIGHER GROUND CONSULTING INC	Executive Level Coaching	800.00
HOME DEPOT CREDIT SERVICES	Supplies	934.26
IMAGEFIRST HOSPITALITY	Linen service for restaurant	188.46
INFOSEND INC	Utility Billing statements, notices & postage	3,740.99
INNOVATE! INC	GIS Support	6,041.62
INTERSTATE FORD	Vehicle maintenance supplies	12.63
INTERSTATE RENTAL & SALES, INC.	Equipment rental	150.03
IRIS BOSS	Municipal Election Judges Services	378.75
ISIAH FERNANDEZ	Travel per diem for out of state training	481.00
JASON BERG	Reimbursement for travel expenses	532.04
JC GOLF ACCESSORIES	Golf shop merchandise	325.33
JENNIFER S BLANCHARD	Counseling services	200.00
JESSICA OBENCHAIN	Park reservation refund	75.00
JODEE WILD	Municipal Election Judges Services	281.25
JOHN DEERE FINANCIAL	PW uniforms	346.96
JUB ENGINEERS INC	Silver Birch & Bella Rosa Intersection Design	3,150.70
KATHERINE L BARTZ	Municipal Election Judges Services	281.25
KELLY GREEN	Mileage reimbursement	57.62
KINSCO LLC	Police uniforms	70.00
KP & ASSOCIATES	Retail Consulting Services	2,400.00
LGI HOMES COLORADO LLC	Refund overpayment - Building permits	2,000.00
LINKSOUL	Golf shop merchandise	3,947.01
LORENTE GOLF	Golf shop merchandise	757.19
LUXOTTICA USA LLC	Golf shop merchandise	744.84
MARSHA L GOSLOVICH	Municipal Election Judges Services	262.50
MARTIN MARTIN INC	Roadway design & survey	12,500.00
MATCO TOOLS DISTRIBUTOR	Supplies	301.00
MCGEE COMPANY	Equipment remaining balance	39.42
MINT GREEN GROUP USA	Golf shop merchandise	670.47
MIRROR IMAGE BREWING COMPANY	Beverage order for restaurant	270.00
MOSES WITTEMYER HARRISON & WOODRUFF PC	Legal services	26,764.52
MY GUY HEATING AND AIR	HVAC repair	120.00
NORTHERN CO. WATER CONSERVANCY DISTRICT	Windy Gap/Assessments for Temp Use Permit	27,208.10
OCCUPATIONAL HEALTH CENTERS	Pre-Employment Screening	1,110.00
OPENGOV INC	Integration Toolkit	600.00
PAR WEST TURF SERVICES INC	Golf course supplies	159.46
PAUL C BENEDETTI	Legal Services - FURA	3,360.00
PAULA M SWANSON	Municipal Election Judges Services	262.50
PAYPOINT HR LLC	Compensation analysis	4,000.00
PEAK PERFORMANCE IMAGING SOLUTIONS	Laserfiche	13,799.18
POLICE AND SHERIFFS PRESS INC	Photo ID	138.20
PRAIRIE MOUNTAIN MEDIA	Publishing costs	29.87
PSYCHOLOGICAL DIMENSIONS	Pre-Employment Psych Evaluation	425.00

Town of Frederick - List of Bills
 March 29, 2024 - April 25, 2024

RAMEY ENVIRONMENTAL COMPLIANCE	ORC Services Distribution System	251.56
RED DOG RADIOS LLC	Two-Way Radios and installation services	3,975.85
REIF & HUNSAKER PC	Legal services	28.00
RICHARD C MCCASKILL	Municipal Election Judges Services	303.75
RICHARD MAXWELL	Municipal Election Judges Services	240.00
RINGCENTRAL INC	Town phone system	3,785.32
RYAN JOHNSON	Mileage reimbursement	232.49
SAFEBUILT COLORADO LLC	Building Inspection Services	5,737.50
SAFEWAY	Supplies	133.74
SARA BARNARD	Reimbursement for uniforms and supplies	383.45
SETCOM CORPORATION	Wireless headsets	4,339.70
SHAUN CLARK	Municipal Election Judges Services	37.50
SIERRA FEDDER	Mileage reimbursement	483.74
SIGNARAMA	FHS celebration banner	310.00
SOUTHERN GLAZERS WINE AND SPIRITS	Beverage order for restaurant	163.71
SOUTHPAW ELECTRIC	FRA tunnel upgrades	3,953.13
SRIXON CLEVELAND GOLF XXIO	Golf shop merchandise	426.75
STAPLES ADVANTAGE	Office supplies	827.29
STEVE JOHNSON	Boot reimbursement	186.65
STEVEN SMITH	Tool reimbursement	570.90
STURGEON ELECTRIC COMPANY INC	Traffic signal maintenance	3,632.82
SUE PILON	Municipal Election Judges Services	337.50
SUNBELT RENTALS INC	Equipment rental	614.42
SWIRE COCA-COLA USA	Beverage supplies for restaurant	1,298.35
SYSCO DENVER	Restaurant supplies	1,584.64
TEDDI ANDERSON	Compensation Study	7,700.00
TELOS ONLINE INC	Back-up link	75.00
THE SHERWIN-WILLIAMS CO	Paint	125.47
THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENT	Tru-Narc Drug Screening	33,293.82
TIFFANY LOZADA	Reimbursement for mileage & hotel accommodations	864.95
TINA REHDER	Reimbursement for First aid supplies	19.36
TLO LLC	Investigation fees	110.00
TOUR EDGE	Golf equipment	170.00
TRANSWEST TRUCK	Maintenance equipment	113.38
TRT CONSTRUCTION	Office door replacement	1,600.00
TRUEPOINT SOLUTIONS LLC	On-call support	646.11
TYLER TECHNOLOGIES	Insite transaction fees & notification calls	16,507.55
U.S. POSTAL SERVICE (CMRS-FP)	Postage for meter machine	602.40
UMB BANK, NA	Annual Agent fee	300.00
UME CUSTOM EMBROIDERY & IMPRINTING LLC	New Employee apparel	42.98
UNITED POWER	Electric utility/Electrical service for drainage improvements	77,169.78
UNIVERSITY AUTO PARTS INC	Maintenance supplies	837.02
UTILITY NOTIFICATION CENTER OF COLORADO	Water locates	358.62
VAN DIEST SUPPLY COMPANY	Maintenance supplies	4,226.50
VERIZON WIRELESS	PD MDTs and cellphone service	10,716.20
VIA MOBILITY SERVICES	Transportation	5,400.00
WALLAROO HAT COMPANY LLC	Golf shop merchandise	336.39
WASTE CONNECTIONS OF COLO INC	Monthly trash & recycle service	343.13
WELD COUNTY DEPARTMENT OF PUBLIC	Water testing	648.00
WELD COUNTY INFORMATION TECHNOLOGY	Computer software - RSA Tokens	271.24
WILLDAN FINANCIAL SERVICES	Water Rate Study	10,500.00
ZEP SALES & SERVICE	Shop supplies	393.18
	Total	1,051,284.86

Town of Frederick - List of Bills
March 29, 2024 - April 25, 2024

Town of Frederick - List of Bills
March 29, 2024 - April 25, 2024



Town of Frederick Board of Trustees

Regular Board Meeting Minutes
Frederick Town Hall, 401 Locust Street
March 26, 2024

Call to Order: At 7:00 pm Mayor Pro Tem March called the meeting to order and requested roll call.

Roll Call: Present were Mayor Pro Tem March, Trustee Mahan, Trustee Brown, Trustee TeVelde, Trustee Lamach and Trustee Padia.

Also present were Town Manager Bryan Ostler, Deputy Town Manager Jason Leslie, and Town Attorney Jason Meyers.

Pledge of Allegiance:

Approval of Agenda:

Remove Item D, Resolution 24-R-23 A Resolution of the Town of Frederick, Colorado, Protecting the Security and Quality of Life of the Residents of the Town of Frederick, to be brought back later for Board Discussion.

Special Presentations:

Community grant funding request for the Carbon Valley Half Marathon and 5 K for Autism – Monica Vickers. Motion by Trustee Padia and seconded by Trustee Mahan to grant \$2,000.
Upon roll call vote, motion passed unanimously.

Public Comment:

Shirl and Gil Garcia – 4805 Kingbird Dr. – At the last Board Meeting there was a discussion about water, how is the water plan for the needs of the future.

Cody Childers – 701 5th St. – VP of CURRD, He provided a Q1 update on Rec usage and senior center. There was a large turnout at the senior luncheon.

Staff Reports:

Administrative Report: – Bryan Ostler, Town Manager

Consent Agenda:

Resolution 24-R-17 A resolution of the Town of Frederick, Colorado, waiving permitting fees for Central Weld County Water District Water Line Construction. Deputy Town

Attorney, Christine Francescani presented.

Resolution 24-R-23 was removed from the agenda.

Built on What Matters.

Motion by Trustee Mahan and seconded by Trustee Padia to approve the consent agenda.

Upon roll call vote, motion passed unanimously.

Action Agenda:

Resolution 24-R-18 A Resolution of the Town of Frederick, Colorado, to Award a Contract for 2024 Colorado Boulevard and Bella Rosa Parkway Drainage Improvements and Authorizing the Town Mayor to Execute the Contract. Civil Engineer Zack Robertson presented. Motion by Trustee Padia and seconded by Trustee Brown to approve Resolution 24-R-18.

Upon roll call vote, motion passed unanimously.

Resolution 24-R-19 A Resolution of the Town of Frederick, Colorado, to Award a Contract for 2024 Speed Radar Project – Frederick Speed Management Program and Authorizing the Town Manage to Execute the Contract. Civil Engineer Jason Berg presented. Motion by Mayor Pro Trustee Lamach and Seconded by Trustee Mahan to approve Resolution 24-R-19.

Upon roll call vote, motion passed unanimously.

Resolution 24-R-20 A Resolution of the Town of Frederick, Colorado, Authorizing the Mayor to Execute the Weld County Road 5 Improvements Agreement and Temporary Onsite Drainage Improvements Agreement Between the Town of Frederick and TL Summerfield, LLC. Civil Engineer Eli Betz presented. Motion by Trustee Mahan and seconded by Trustee Padia to approve Resolution 24-R-20.

Upon roll call vote, motion passed unanimously.

Resolution 24-R-21 A Resolution of the Town of Frederick, Colorado, Regarding Amendment to Water Dedication Requirements. Civil Engineer Sarah Watson Presented. Motion by Trustee Brown and seconded by Trustee Lamach.

Upon roll call vote, motion passed unanimously.

Resolution 24-R-22 A Resolution of the Town of Frederick, Colorado, Approving Administrative Agreement to Memoranda of Agreement for Public Improvements, Exhibit B, Public Improvements to be Constructed. Civil Engineer Sarah Watson and Civil Engineer Eli Bets presented. Motion by Trustee Lamach and seconded by Trustee Padia to Approve Resolution 24-R-22.

Upon roll call vote, motion passed unanimously.

Discussion Agenda:

Mayor and Trustee Reports:

Executive Session:

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

Motion by Trustee TeVelde and Trustee Padia to move into Executive Session.

Upon roll call vote motion passed unanimously.

Adjournment:

There being no further business of the Board, Mayor Pro Tem March adjourned the meeting at 8:54 p.m.

Approved by the Board of Trustees:

ATTEST:

Tracie Crites, Mayor

Tricia David, Town Clerk



Town of Frederick Board of Trustees

Regular Board Meeting Minutes
Frederick Town Hall, 401 Locust Street
April 09, 2024

Call to Order: At 7:01 pm Mayor Crites called the meeting to order and requested roll call.

Roll Call: Present were Mayor Crites, Mayor Pro Tem March, Trustee Mahan, Trustee Brown, Trustee TeVelde, Trustee Lamach and Trustee Padia.

Also present were Town Manager Bryan Ostler, Deputy Town Manager Jason Leslie, and Town Attorney Jason Meyers.

Pledge of Allegiance:

Approval of Agenda:

Special Presentations:

Community Grant Funding Request, Federick High School Senior Parade. Amy Olsen presented. Motion by Mayor Pro Tem March and Seconded by Trustee Lamach to approve \$2,500.00 to the Frederick High School Senior Parade.
Upon roll call vote, motion passed unanimously.

Public Comment:

Shirl Garcia: Congratulations to the candidates that won. Shirl would like to see Census data on age and demographics of Frederick residents that are impaired.

Bill Meier: From United Power, wanted to invite the Board of Trustees to the United Power Board of Directors Meeting next week, where there will the 85th anniversary celebration.

Staff Reports:

Administrative Report: – Bryan Ostler, Town Manager

Consent Agenda:

March 12, 2024 Minutes – Emily Nitcher, Assistant Town Clerk

Motion by Trustee Lamach and seconded by Trustee Mahan to approve the consent agenda.

Upon roll call vote, motion passed unanimously.

Action Agenda:

Built on What Matters.

Resolution 24-R-24 A Resolution of the Town of Frederick, Colorado, Approving 1st Quarter 2024 Grant Submissions. Grant Administrator Traci Garcia presented. Motion by Mayor Pro Tem March and seconded by Trustee Padia to approve Resolution 24-R-24.

Upon roll call vote, motion passed unanimously.

Discussion Agenda:

Frederick Skate Park Lighting Update – Parks and Open Space Director Colby Johnson presented.

Mayor and Trustee Reports:

Mayor Crites: Trustee TeVelde provided a Water Symposium Update.

Executive Session:

For a Conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) regarding oil and gas.

At 8:04 pm motion by Mayor Pro Tem March and seconded by Trustee Brown to go into Executive Session.

Upon roll call vote, motion passed unanimously.

The executive session concluded at 9:02.

Adjournment:

There being no further business of the Board. Mayor Crites adjourned the meeting at 9:03 p.m.

Approved by the Board of Trustees:

ATTEST:

Tracie Crites, Mayor

Tricia David, Town Clerk



Town of Frederick Board of Trustees

Regular Board Meeting Minutes
Frederick Town Hall, 401 Locust Street
April 23, 2024

Call to Order: At 7:00 pm Mayor Crites called the meeting to order and requested roll call.

Roll Call: Present were Mayor Crites, Trustee Mahan, Trustee Brown, Trustee TeVelde, Trustee Lamach and Trustee Padia.

Also present were Town Manager Bryan Ostler, Deputy Town Manager Jason Leslie, Town Attorney Jason Meyers, and Town Clerk Tricia David.

Pledge of Allegiance:

Approval of Agenda:

Item F, the Town Attorney will swear in the newly elected Board Members.

Special Presentations:

Public Comment:

Alejandra Major 1660 Lincoln St., commented on the Oil and Gas Memorandum.

Jim Menghi 5865 Pintail Way, commented on Malcolm Baldrich Organization, how to improve programs for citizens.

Staff Reports:

Administrative Report: – Bryan Ostler, Town Manager

Consent Agenda:

List of Bills – Kurtis Adams, Finance Director

Resolution 24-R-25 Consideration of CDBG HUD Requirements. Grant Administrator

Traci Garcia-Castells presented.

Resolution 24-R-26 Lower Boulder Water Use and Delivery Improvements. Civil

Engineer Sarah Watson presented.

Motion by Trustee Lamach and seconded by Trustee Mahan to approve the consent agenda.

Built on What Matters.

Upon roll call vote, motion passed unanimously.

Action Agenda:

Ordinance No. 1392 Creating a Temporary Moratorium for Oil and Gas Development. Town Attorney Jason Meyers Presented. Motion by Trustee Padia and seconded by Trustee Brown to approve Ordinance No. 1392.

Upon roll call vote, motion passed 4 – 1, with Trustee TeVelde voting in dissent.

Swearing in Elected Officials.

Motion by Trustee Brown and Seconded by Trustee Lamach to have Town Attorney Jason Meyers swear in the Elected Officials.

Upon roll call vote, motion passed unanimously.

Town Attorney Jason Meyers swore in Trustees Lamach, Brown, and Mahan, and Mayor Crites.

Resolution 24-R-27 Appointing a Mayor Pro Tem. Town Attorney Jason Meyers outlined a proposed process for appointment of the Mayor Pro Tem.

Mayor Crites Opened the floor for nominations, the following trustees were nominated and accepted the nomination.

- Trustee Padia
- Trustee Brown

Town Attorney Jason Meyers provided ballots for voting. The Following were the results:

Trustee TeVelde voted for Trustee Brown

Trustee Lamach voted for Trustee Brown

Trustee Brown voted for Trustee Brown

Trustee Mahan voted for Trustee Padia

Trustee Padia voted for Trustee Padia

The Board determined to postpone action on appointments to various Boards, Commissions and Committees to a later date. Resolution 24-R-27 was amended to include only the appointment of Mayor Pro Tem.

Trustee Brown was appointed Mayor Pro Tem, motion by Trustee Padia and seconded by Trustee Mahan.

Upon roll call vote, motion passed unanimously.

Discussion Agenda:

Appointments to Various Commissions and Committees.

Mayor and Trustee Reports:

Board of Trustees Retreat on May 28, 2024, starting at 5:00 pm.

Scholarship Awards will be on May 14, 2024 Board Meeting.

Adjournment:

There being no further business of the Board. Mayor Crites adjourned the meeting at 8:22 p.m.

Approved by the Board of Trustees:

ATTEST:

Tracie Crites, Mayor

Tricia David, Town Clerk



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Mark Lamach, Trustee
Dan March, Trustee

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

Resolution Canceling May 28, 2024, Board Meeting

Agenda Date: Town Board Meeting – May 14, 2023

Attachments: a. Resolution 24-R-29

Finance Review: Kurtis Adams
Finance Director

Submitted by: Tricia David
Town Clerk

Approved for Presentation: Bryan Ostler
Town Manager

Quasi-Judicial

Legislative

Administrative

Summary Statement:

The attached resolution would cancel the Regular Board of Trustees Meeting on May 28, 2024.

Detail of Issue/Request:

- May 28, 2024 – Regular meeting

Legal Comments:

None.

Alternatives/Options:

The Board may choose to not take action on the Resolution.

Built on What Matters.

Financial Considerations:

Not applicable.

Staff Recommendation:

Staff takes no position on the cancellation, as this is strictly a decision by the governing body.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-29**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
CANCELLING THE MAY 28, 2024, BOARD OF TRUSTEES MEETING**

WHEREAS, the Board of Trustees of the Town of Frederick wishes to cancel the May 28, 2024, Board of Trustees meeting.

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

Section 1. The regularly scheduled meeting on May 28, 2024 is cancelled.

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

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

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

INTRODUCED, READ, PASSED, AND SIGNED 14th DAY OF MAY, 2024.

ATTEST:

TOWN OF FREDERICK

By _____
Tricia David, Town Clerk

By _____
Tracie Crites, Mayor



TOWN OF FREDERICK Board of Trustees Action Memorandum

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Mark Lamach, Trustee
Dan March, Trustee

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

Consideration of the Hounds Town, 3771 Monarch Street, Suite E, Conditional Use Request

Agenda Date: Town Board Meeting – May 14, 2024

Attachments:

- a. Letter of Intent
- b. Planning Commission Resolution PCR-2024-01B
- c. Draft Planning Commission Minutes
- d. Board of Trustees Resolution 24-R-30
- e. Public Comment

Finance Review: Kurtis Adams
Finance Director

Submitted by: Audem Gonzales
Senior Planner

Approved for Presentation: Bryan Ostler
Town Manager

Quasi-Judicial Legislative Administrative

Strategic Plan Alignment:



2. Community and Economic Vitality

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

Summary Statement:

The applicant for Hounds Town (indoor dog daycare and kenneling facility) is seeking Conditional Use approval for a tenant space located at 3771 Monarch Street, Suite E within the Town of Frederick. The “Kennel, Indoor” use is permitted as a Conditional Use within the I-Industrial zoning district.

Background Information:

Applicant: Hounds Town
Representative, Daniel Gerner
1457 Lombardi Street, Erie CO, 80516

Owner: Craig Bustos
191 University Boulevard, Suite 601, Denver CO, 80206

Location: The property is addressed as 3771 Monarch, Suite E and is generally located at the southwest intersection of I-25 and Colorado Highway 52. The legal description of the property is Lot 5, Block 4, Glacier Business Park Amended First Filing

Zoning: The property is zoned I-Industrial

Surrounding Land Uses and Zoning:

North: Land Use: Vacant
Zoning: BLI – Business Light Industrial

South: Land Use: Overflow outdoor storage for 4Rivers Equipment
Zoning: I- Industrial

West: Land Use: Multi-tenant industrial building with multiple users
Zoning: I-Industrial

East: Land Use: Interstate 25
Zoning: N/A

Vicinity Map:





Detail of Issue/Request:

Hounds Town is proposing to operate an indoor dog daycare and kenneling facility within an existing multi-tenant industrial building. Per the letter of intent, they plan on operating 7 days a week; 6am - 7pm M-F, 7am -7pm Saturday and 9am - 5pm on Sunday. The proposal calls for constructing kennels for overnight guests and constructing 5 large indoor dog pens for day use. The applicant stated the tenant finish out will include an office and laundry room. The tenant space is approximately 5,000 square feet.

Review Criteria:

Section 4.9.4.c – Conditional Use review criteria

- (1) Conditional use will satisfy all applicable provisions of this Code and subdivision regulations unless a variance is requested.

Staff Comment: The request satisfies the applicable provisions of this Code and subdivision regulations.

- (2) The conditional use will conform with or further the goals, policies and strategies set forth in the Comprehensive Plan; provided, that if a Comprehensive Plan update has not occurred in the five (5) years preceding the application date, the Board may consider instead the impacts of the conditional use on public health, safety, and welfare, including but not limited to its anticipated impacts on the balance of land uses in the Town and the need for the conditional use in the context in which it is proposed.

Staff Comment: The use is listed as conditional use in the zoning district. The zoning district is aligned with the Comprehensive Plan land use map. Staff believes this request conforms with and furthers the goals of the Comprehensive Plan.

- (3) The conditional use will be adequately served with public utilities, services and facilities (i.e., water, sewer, electric, schools, street system, fire protection, public transit, storm drainage, refuse

collection, parks system, etc.) and not impose an undue burden above and beyond those of the permitted uses of the district.

Staff Comment: The building currently exists and has been operating for several years. The site is adequately served by the applicable services listed above. An indoor dog daycare and kennel does not require additional services.

- (4) The conditional use will not substantially alter the basic character of the district in which it is located or jeopardize the development or redevelopment potential of the district.

Staff Comment: The lot and surrounding area is a mix of uses ranging from indoor gyms to outdoor storage. Other uses in the area include athletic training facilities and a golf cart sales facility. The industrial zoning district permits several non-industrial uses. The proposed use is located indoors and is not anticipated to alter the basic character of the area.

- (5) Conditional use will result in efficient on- and off-site traffic circulation which will not have a significant adverse impact on the adjacent uses or result in hazardous conditions for pedestrians or vehicles in or adjacent to the site.

Staff Comment: A Kennel, Indoor use generates very little parking demand. The overall site contains around 45 parking spaces. The proposed use triggers the need for around 8 parking spaces. There appear to be three other businesses located within this building. Staff find the proposed use to be one of the least intensive parking demand uses in this building. The applicant stated 10 parking spaces are allotted to the dog daycare/kennel facility.

- (6) Potential negative impacts of the conditional use on the rest of the neighborhood or of the neighborhood on the conditional use have been mitigated through setbacks, architecture, screen walls, landscaping, site arrangement or other methods. The applicant shall satisfactorily address the following impacts:

- (a) Traffic; *The applicant stated the business will see between 30-40 cars per day and will have 10 spaces allotted to the business. The 10 spaces will meet the parking demands for the use.*
- (b) Activity levels; *The applicant stated they will receive between 30-40 cars per day with short drop-off and pick-up times per customer. It is anticipated each customer will spend 3-4 minutes for drop off and again for pick up. Staff find this level of activity to be normal for this type of business.*
- (c) Light; *The applicant stated they are not proposing any new outdoor lighting.*
- (d) Noise; *The applicant stated they will be adding sound proofing measures to the interior of the tenant space. Staff has confirmed there is an active building permit application with tenant space alterations proposed. The applicant is proposing to extend a party wall to the ceiling between their tenant space and the tenant space directly to the north. Closing off their space entirely will help mitigate noise and potential odors.*
- (e) Odor; *The applicant stated they will use sealed bags for dog waste and will utilize the dumpster behind the building daily. Also, they plan on extending the existing party wall to the ceiling to fully enclose the space and create a buffer between tenant spaces.*
- (f) Building type, style and scale; *There are no external changes proposed to the existing multi-tenant building.*
- (g) Hours of operation; *The applicant stated the hours are from 6am - 7pm M-F, 7am - 7pm Saturday and 9am - 5pm on Sunday. Staff find these hours to be within normal business hours.*
- (h) Dust; *There is no dust anticipated with this proposal outside of the tenant space construction.*
- (i) Erosion control. *N/A*

- (7) The applicant has submitted evidence that all applicable local, state, and federal permits have been or will be obtained.

Staff Comment: The applicant is required to apply for a building permit for a tenant to finish out.

Public Notice: This project was properly noticed according to the requirements found in C.R.S. §24-6-402(2)(c). Staff have received two public comments in the form of emails. One email lists concern with potential noise, odor and lack of adequate parking. The second email states general opposition to the use at this location.

Legal Comments: The Town's Land Use Attorney has reviewed the request and provided comments.

Conditional Use Process: Conditional Use proposals require a public hearing before the Planning Commission and Town Board of Trustees. The Planning Commission makes a recommendation to the Board of Trustees as the BOT is the decision maker for these applications.

Financial Considerations: *Not Applicable.*

Planning Commission Recommendation: At the April 18th, public hearing, the Planning Commission voted to recommend approval with conditions to the Board of Trustees with a vote of 3 yes, 0 no, 2 absent. The commissioners asked the applicant questions about waste removal, sound proofing, ventilation and parking.

Staff Recommendation: Staff recommends approval with conditions to the Board of Trustees. See the recommended conditions below:

1. The applicant shall install sound mitigation measures within the tenant space.
2. An approved building permit shall be required before the Kennel, Indoor use can move into the tenant space.
3. The applicant shall provide staff with the parking agreement between the owner of the building and Hounds Town before any building permit is issued.

Action Options:

Approval:

I move to approve the Hounds Town, 3771 Monarch Street, Suite E, Conditional Use request to establish a Kennel, Indoor use at 4771 Monarch Street, Suite E within the Town of Frederick, Colorado.

Approval with Conditions:

I move to approve the Hounds Town, 3771 Monarch Street, Suite E, Conditional Use request to establish a Kennel, Indoor use at 4771 Monarch Street, Suite E within the Town of Frederick, Colorado with the following conditions: 1. The applicant shall install sound mitigation measures within the tenant space. 2. An approved building permit shall be required before the Kennel; Indoor use can move into the tenant space. 3. The applicant shall provide staff with the parking agreement between the owner of the building and Hounds Town before any building permit is issued.

Denial:

I move to deny the Hounds Town, 3771 Monarch Street, Suite E, Conditional Use request to establish a Kennel, Indoor use at 4771 Monarch Street, Suite E within the Town of Frederick, Colorado.

January 8, 2024

Dear Town of Frederick,

Thank you for your consideration of the Hounds town - Conditional use and site plan amendment for 3771 Monarch St. Suite E. We plan on operating a dog daycare and kenneling facility at this location. We will operate seven days a week from 6 am till 7 pm. We will construct kennels for overnight guests to stay in and five large indoor pens for the dogs to be in during the day. We will also have an office and laundry room built.

a) Traffic;

The business will see between 30-40 cars a day. We have ten assigned parking spots. There are also auxiliary parking spaces available. Most clients will not stay longer than 3-4 minutes per visit as they pick up and drop off their dogs..

(b) Activity levels;

Between 20-30 guests a day with an average visit to the facility of about 3-4 minutes each.

(c) Light;

There will be no alteration to any outside lighting nor any addition windows installed.

(d) Noise;

We will be building sound mitigation barriers to keep any sound coming from the facility to a minimum

(e) Odor;

All waste matter will be contained in sealed bags and keep in a dumpster

(f) Building type, style and scale;

No new building will be constructed. Existing building is light industrial flex building.

(g) Hours of operation;

6 am - 7 pm Monday -Friday, 7am - 7 pm Saturday, Sunday 9 am - 5 pm

(h) Dust; and

No activity at the business will affect this. All construction work will be interior.

(i) Erosion control.

No activity at the business will affect this and no alterations will be done to the exterior of the property..

If you have any questions please feel free to reach out to me at 303-746-3934.

Thank you.

Sincerely,

Dan Gerner
Owner Hounds Town
Dan.Gerner@houndstownusa.com

PCR-2024-01B

A Resolution of the Planning Commission

**Recommending Approval with Conditions for the Hounds Town, 3771 Monarch Street,
Suite E, Conditional Use**

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

Section 1. The Frederick Planning Commission finds that:

- 1.1 An application for the 3771 Monarch Street, Suite E, Conditional Use has been submitted.
- 1.2 Said application was found to be complete through the review process.
- 1.3 Said application was considered during a public meeting held April 18, 2024.
- 1.4 Proper notice was given according to Section 4.5 of the Frederick Land Use Code.
- 1.5 Said application conforms with the applicable requirements of Section 4.9.4 of the Frederick Land Use Code.

Section 2.

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

Section 3.

On the basis of the above, the Town of Frederick Planning Commission recommends approval of the application with the following conditions:

1. The applicant shall install sufficient sound mitigation measures within the tenant space.
2. An approved building permit shall be required before the Kennel, Indoor use can move into the tenant space.
3. The applicant shall provide staff with the parking agreement between the owner of the building and Hounds Town before any building permit is issued.

This resolution approved this 18th day of April, 2024 by a vote of 3 to 0.



Tracy Moe, Chairperson, Planning Commission



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

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

www.frederickco.gov

MINUTES
TOWN OF FREDERICK
PLANNING COMMISSION
MEETING CONDUCTED IN PERSON AND VIA ZOOM
April 18, 2024
6:00 PM

CALL TO ORDER: At 6:30 p.m., Chairperson Moe called the meeting to order and requested roll call.

ROLL CALL:

- Present: Chairperson Moe, Commissioner Kelley, and Commissioner Sammartino.
- Not present: Vice Chair Conroy, and Commissioner Scott.
- Staff: Planning Manager Ali van Deutekom, Deputy Town Attorney Christine Francinceti, Senior Planner Audem Gonzales, and Assistant Town Clerk Emily Nitcher.

APPROVAL OF AGENDA:

DISCUSSION ITEM:

ACTION AGENDA:

PCR-2024-01 Consideration of Hounds Town, 3771 Monarch Street, Suite E, Conditional Use Request.

Motion by Commissioner Sammartino and seconded by Commissioner Kelley to Approve PCR-2024-01B with the following conditions: 1. The applicant shall install sufficient sound mitigation measures within the tenant space. 2. An approved building permit shall be required before the Kennel; Indoor use can move into the tenet space. 3. The applicant will provide staff with the parking agreement between the owner of the building and Hounds Town before any building permit is issued.

Upon roll call vote motion passed unanimously.

OTHER BUSINESS:

UPCOMING MEETING:

Regular meeting Thursday MAY 16th, 2024.

ADJOURNMENT:

There being no further business of the Planning Commission, Chairperson Moe adjourned the meeting at 6:54 p.m.

Built on What Matters.

Approved by the Planning Commission:

Tracy Moe, Chairperson

ATTEST:

Emily Nitcher, Secretary to Planning Commission

**TOWN OF FREDERICIK, COLORADO
RESOLUTION NO. 24-R-30**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, APPROVING A
CONDITIONAL USE REQUEST TO ESTABLISH A KENNEL, INDOOR USE, FOR
PROPERTY LOCATED AT 3771 MONARCH STREET, SUITE E, AND ADOPTING
CERTAIN FINDINGS OF FACT AND CONDITIONS OF APPROVAL**

WHEREAS, the Board of Trustees of the Town of Frederick, Colorado, held a public hearing on May 14, 2024, pursuant to the published notice, on the petition of Hounds Town (Daniel Gerner; “Applicant”) on behalf of Craig Bustos (“Owner”), for Conditional Use approval to establish a Kennel, Indoor use, at the following real property (“Subject Property”); to wit:

3771 Monarch Street, Suite E, Frederick, CO, 80516

WHEREAS, the Town of Frederick Planning Commission held a noticed public hearing on April 18, 2024, and upon conclusion of the hearing, recommended that the Board of Trustees approve the conditional use with conditions; and

WHEREAS, the Board of Trustees finds that the Applicant has demonstrated that the proposal satisfies applicable standards, as set out herein.

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

Section 1. Findings of Fact. The Board of Trustees finds the following:

- a. The Subject Property is zoned I-Industrial.
- b. The conditional use will satisfy all applicable provisions of the Town of Frederick Land Use Code.
- c. The conditional use will conform with or further the goals, policies, and strategies set forth in the Comprehensive Plan.
- d. The conditional use will be adequately served with public utilities, services, and facilities, and will not impose an undue burden above and beyond those of the permitted uses in the Industrial zoning district.
- e. The conditional use fits in with existing uses in the immediate area, and will not substantially alter the basic character of the district in which it is located or jeopardize the development or redevelopment potential of the district.
- f. The conditional use provides for efficient on-site and off-site traffic circulation, which will not have a significant adverse impact on the adjacent uses or result in hazardous conditions for pedestrians or vehicles in or adjacent to the Subject Property.
- g. Potential negative impacts of the conditional use on the rest of the neighborhood or of the neighborhood on the conditional use have been appropriately mitigated.

h. All applicable local, state, and federal permits have been or will be obtained.

Section 2. Conclusions of Law. The Board of Trustees concludes that, based on the findings of fact in Section 1, above, and the conditions of approval set out in Section 3, below, the proposed conditional use satisfies the criteria set out in Section 4.9.4.c. of the Town of Frederick Land Use Code, and thus the conditional use request is approved.

Section 3. Conditions of Approval. The following conditions shall apply to the conditional use:

- a. The applicant shall install sound mitigation measures within the tenant space.
- b. An approved building permit shall be required before the Kennel, Indoor use can move into the tenant space.
- c. The applicant shall provide staff with the parking agreement between the owner of the building and Hounds Town before any building permit is issued.

Section 4. Effective Date. This resolution shall become effective immediately upon adoption.

Section 5. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 6. Certification. The Town Clerk shall certify the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 14th DAY OF MAY, 2024

ATTEST:

TOWN OF FREDERICK:

By: _____
Tricia David, Town Clerk

By: _____
Tracie Crites, Mayor

From: [Jesse Grantham](#)
To: [Audem Gonzales](#)
Subject: Planning Commission - Hounds Town Conditional Use application 3771 Monarch St. Unit E
Date: Thursday, April 25, 2024 4:00:56 PM

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Dear Audem, Good afternoon.

As current Chairman of the Glacier Business Park Lot Owners Association, I have polled several nearby tenants on the subject application .

I am writing to reject / oppose the proposed indoor dog daycare and kenneling facility at 3771 Monarch Street, Unit E.

Thank you. Jesse

Dr. Jesse A. Grantham, PE
AWS-CWI.,CWE, CRI, ASNT Level III,
Fellow / Diplomate National Academy of Forensic Engineers
Welding & Joining Management Group
3756 Monarch Street
Frederick CO 80516

Main 303-451-6759
Jesse Cell #303-588-5609
jesse@wjmg.com

www.wjmg.com

Caution! This message was sent from outside your organization.

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Hi Ali,

I'm writing to express concerns brought to me by customers and also shared by myself and fellow business owners in Unit F & G (Cerus Fitness).

The project which would bring an indoor dog daycare is likely to create several issues that will directly impact our business and also our customers:

- There isn't sufficient parking to support the new business (this is already an issue)
- The area would require animals to defecate indoors. Smell is a concern.
- The area would create a large sound issue with barking (we have a demised wall that has a large gap 2' at the top so we share the same air, sound, etc.).
- Allergens for our allergic customers. We have over 300 customers and given 10 to 20% of the population has allergies to animal fur we expect this to impact and cause us to lose 30 to 60 customers.

We along with our customers are very concerned about the proposed use of the neighboring unit and would ask that the Town does not permit this use of the space. It will have a large negative impact on us financially through loss of customers.

Best,

Chris

--



Chris Johnson
CEO, Cerus Fitness, Inc.

303.775.4260

www.cerusfitness.com





TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Mark Lamach, Trustee
Dan March, Trustee

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

Water Reservation and Allocation Policy & Water Allowance

Agenda Date: Town Board Meeting – May 14, 2024

Attachments:

- a. Water Reservation and Allocation Policy
- b. Municipal Code Section 13-2-230
- c. Resolution 24-R-31

Finance Review: Kurtis Adams
Finance Director

Submitted by: Kylie Couch
Civil Engineer

Approved for Presentation: Bryan Ostler
Town Manager

Quasi-Judicial Legislative Administrative

Strategic Plan Alignment:



Strategic, Reliable & Sustainable Infrastructure – Adopting a Water Reservation and Allocation Policy will facilitate the strategic use of the Town’s water portfolio.



Community and Economic Vitality – Adopting a Water Reservation and Allocation Policy will allow the Town to dedicate its water resources in accordance with the strategic goal of Community and Economic Vitality.

Built on What Matters.

Summary Statement:

Based on feedback from the Board on June 13, 2023, and February 6, 2024, Town staff and the Town's outside land use counsel have drafted a Water Reservation and Allocation Policy. In addition to the Water Reservation and Allocation Policy, staff are recommending a water allowance that will be associated with the policy.

Detail of Issue/Request:

There are two items included in Resolution 24-R-31:

1. Water Reservation and Allocation Policy
2. Annual water allowance associated with the Water Reservation and Allocation Policy

This Water Reservation and Allocation Policy will offer the Town of Frederick a decision-making structure to dedicate its water resources in accordance with the community's needs and vision. This policy is tailored to suit the strategic goals and priorities of the Town of Frederick by allocating its water supply to categories of development such as specific land use types, economic development, affordable housing, water efficiency, and community infill or revitalization. Annual updates to the Water Reservation and Allocation Policy will be proposed as needed, to ensure that the policy continues to best serve the strategic goals of the community.

The Water Reservation and Allocation Policy fits within the Town's new water dedication requirements, which became effective in August 2023. Specifically, a Water Reservation and Allocation Policy is tied to Section 13-2-230 of the Municipal Code (attached). This section gives the Board the opportunity to set a water allowance for the purpose of offering water credits for purchase. Staff is recommending a water allowance that was calculated using water supply planning analysis. The proposed water allowance for 2024 is 132 C-BT units.

Since February 6, the draft policy has been further refined to provide clarification about the water allocation process. These edits address the difference between Water Reservations and Water Allocations and the timing of Water Reservation and Allocation Agreement consideration:

- a. "Water Reservation" means a reservation of water credits from the Town's Water Bank towards the demand anticipated for a particular Qualified Project for a stated time period, which credits may be applied towards a Water Allocation prior to the expiration of their Reservation Term.
- b. "Water Allocation" means an allocation of water credits that occurs at the time a building permit is issued (and paid for in full, including all related water fees and other financial obligations due at the time of building permit issuance) for work that involves installation of a water meter or replacement of an existing water meter to accommodate a larger tap.
- c. Water Reservation and Allocation Agreements will be drafted and approved following water demand analysis. This will typically occur at the final plat or site plan phase of the development review process.

This policy allows the Board to authorize Water Reservations for Qualified Projects. The Policy establishes criteria for identifying Qualified Projects based on Board direction. These criteria are set out in Section 5 of the Water Reservation and Allocation Policy. The proposed Water Reservation and Allocation Policy identifies three general categories that encompass Qualified Projects:

1. Key Economic Development Projects
 - a. Industries identified in Town of Frederick Cluster Study

- b. Hospitals that include inpatient facilities
 - c. Childcare centers
 - d. Projects of Economic Significance as defined by the Board of Trustees, including, but not limited to, strategic types of retail, mixed-use, entertainment, or corporate headquarters development, or projects that the Board determines implement adopted special area plans.
 - e. Key economic development projects shall demonstrate exemplary water conservation, with design and operational standards specified in (or as an attachment to) the Water Reservation and Allocation Agreement.
2. Critical Land Use Needs
 - a. Affordable Housing
 - b. Housing for older persons
 3. Residential and Commercial Infill on a single lot basis

Legal Comments:

Outside land use counsel drafted the Water Reservation and Allocation Policy and the Policy was reviewed by the Town Attorney's Office. The Town Attorney's Office has drafted the resolution.

Alternatives/Options:

The Board could choose to not pursue a Water Reservation and Allocation Policy. This alternative is not recommended because a Water Reservation and Allocation Policy supports other strategic long-term plans the Town has adopted and allows the Town to continue to be strategic in its growth and use of water resources.

Financial Considerations:

No additional funds will be requested.

Staff Recommendation:

Staff recommends that the Board approve Resolution 24-R-31.

Town of Frederick, Colorado

Water Reservation and Allocation Policy

1. Definitions.

- a. “Attainable” means rental or for-sale housing affordable to a household with an annual income of at or below one hundred twenty percent of area median income. Attainable includes “affordable” as defined by C.R.S. § 29-32-101(2).
- b. “Board” means the Board of Trustees of the Town of Frederick.
- c. “Initiation of Water Use” means the commencement of the use of the Town’s Water System after installation of a water tap and water meter.
- d. “LUC” means the Town of Frederick Land Use Code.
- e. “Policy” means this Town of Frederick, Colorado, Water Reservation and Allocation Policy.
- f. “Qualified Project” means a new development, changes in use, expansion of use, or redevelopment that qualifies for water reservations and allocations pursuant to this Policy.
- g. “Reservation Term” means the time period in which a Water Reservation is effective.
- h. “Standard Project” means a new development, changes in use, expansion of use, or redevelopment that is not a Qualified Project.
- i. “Town Code” means the Town of Frederick Municipal Code.
- j. “Water Allocation” means an allocation of water credits that occurs at the time a building permit is issued (and paid for in full, including all related water fees and other financial obligations due at the time of building permit issuance) for work that involves installation of a water meter or replacement of an existing water meter to accommodate a larger tap.
- k. “Water Bank” has the same definition as is set out in Town Code § 13-41.
- l. “Water Reservation” means a reservation of water credits from the Town’s Water Bank towards the demand anticipated for a particular Qualified Project for a stated time period, which credits may be applied towards a Water Allocation prior to the expiration of their Reservation Term.

- m. “Water Reservation and Allocation Agreement” means an agreement setting out the terms of Water Reservations and Water Allocations for a Qualified Project.

2. Overview.

- a. *Authority.* This Policy is authorized by Town Code § 13-2-230, and is in alignment with the Town of Frederick Strategic Plan.
- b. *Intent.*
 - i. This Policy is intended to support the Town’s Strategic Plan by providing the opportunity for Qualified Projects (defined herein) to enter into a Water Reservation and Allocation Agreement to reserve otherwise unreserved and unallocated water credits from the Water Bank, in lieu of conveying some or all of the water rights to the Town that would otherwise be required by applicable Town ordinances, resolutions, and regulations.
 - ii. Water Reservation and Allocation Agreements under this Policy implement Town Code § 13-2-230 with respect to water dedication requirements. However, they do not constitute and are not intended as a waiver of any requirements of the Town Code, the LUC, or applicable Colorado law.
- c. *Qualified Projects.* The Board may authorize Water Reservations for Qualified Projects. The Board has established criteria for identifying Qualified Projects based on their contributions to economic opportunity, housing diversity, housing affordability, and quality of life. These criteria are set out in Section 5.
- d. *Standard Projects.* This Policy does not apply to Standard Projects. Standard Projects must provide water to the Town that is of adequate quantity, quality, and reliability for the type of development proposed, in accordance with Chapter 13, Article II, Town Code, the LUC, and applicable Colorado law.
- e. *Existing Agreements.* This Policy does not modify or abrogate rights and obligations under valid, enforceable agreements to which the Town is a party, unless provided for therein.

3. General Requirements.

- a. *Wastewater Connection Required.* No Water Reservation or Water Allocation shall be made pursuant to this Policy unless the sewer service requirement of Town Code § 13-54 is satisfied, whether or not the project is otherwise a Qualified Project, unless the Board finds that an extraordinary public benefit would result from authorizing the Water Reservation or Water Allocation.

- b. *Reservations under Required Water Reservation and Allocation Agreement.* Water Reservations under this Policy will be set aside for the Qualified Project and will not be available for other use during the Reservation Term. All Water Reservations under this Policy shall be documented by a Water Reservation and Allocation Agreement that is approved by the Board, which shall set forth the terms and conditions of the allocation, including (at a minimum) all of the following:
- i. The proposed new development, change in use, expansion of use, or redevelopment will be designed, and / or operated, as a Qualified Project for a period established by the Board, and will demonstrate either:
 - 1) Exemplary water efficiency techniques, as determined by professional judgment of the Town Engineer or designee; or
 - 2) Meet a critical land use need, as determined by the Board according to this Policy.
 - ii. A specified Reservation Term. At the end of the Reservation Term, the Water Reservation shall be converted to a Water Allocation or expire (see Section 6., below) and the subject water made available for other use within the Town's water portfolio or for future reservation or allocation. In general, the Reservation Term shall expire one year from the date of the Water Reservation and Allocation Agreement. However, in the discretion of the Board, for larger developments with an anticipated build-out period of more than one year, the Reservation Term may be for a period not to exceed five years, in which case the Board may also impose annual reductions in the number of available credits (without penalty for credits already applied), in a proportion established by the Board with due regard to the proposed schedule and phasing of the development.¹
 - iii. If the proposed development is also the subject of a development agreement, Reservation Terms should correspond to the development schedules that are set out in the development agreement to the extent consistent with Section 3.b.ii., above. A development agreement may

¹ For example, if 100 credits were reserved, then 100 credits would be available in years 1 and 2. Starting in year 3, the number of credits could be reduced by 25 percent per year, such that 75 credits would be available in year 3, 50 credits in year 4, 25 credits in year 5, and 0 credits at the start of year 6. No penalties would be assessed for the timely (or early) application of reserved water credits, such that if the applicant used 50 of its 100 credits in year 1 (leaving 50 credits for future use), then no further reduction in available credits would occur until year 5, when the number of available credits is reduced from 50 to 25.

contemplate the potential for the Developer and the Town to enter into multiple sequential Water Reservation and Allocation Agreements. However, a development agreement shall not commit to specific terms for future agreements (including fees for Water Reservations), and shall not establish any priority or right for the Developer with respect to future Water Reservations.

- c. *Water Reservation Fees.* Fees for Water Reservations shall be due and payable upon mutual execution of a Water Reservation and Allocation Agreement, unless otherwise provided in the agreement. Fees for Water Reservations are nonrefundable.
- d. *Defaults and Remedies.*
 - i. In the event the Town determines that the applicant has defaulted as to its obligations under a Water Reservation and Allocation Agreement or development agreement for a Qualifying Project, then the Town shall provide written notice to the applicant pursuant to the notices provisions of the Water Reservation and Allocation Agreement, and thereafter, until the default is corrected (and in the event of water waste, as defined in Town Code, such water waste mitigated to the satisfaction of the Town), the Town Manager or designee may order any one or more of the following:
 - 1) Withholding of pending or new building permits;
 - 2) Prohibition on new connections to the water system, even if a Water Allocation has been made for the connection; or
 - 3) Withholding of certificates of occupancy.
 - ii. If a default described by subsection 3.d.i., above, is not corrected within nine months after the date of written notice to the applicant, or such other time period as provided by Town Code or agreed to between the Board and the applicant, unused Water Reservations, or portions thereof, and Water Allocations, or portions thereof, will expire, and shall thereafter be returned to the Water Bank.
 - iii. In the event the Town determines that the applicant has committed a flagrant or repeated waste of water in violation of Town Code § 13-80, failed to comply with a watering restriction under a water shortage contingency plan in violation of Town Code § 13-81, or made material misrepresentations as to whether the applicant's project is a Qualified Development, then the Board, after notice and a hearing, may order, in rough proportion to the violation:

- 1) Before Initiation of Water Use, the termination of Water Reservations or Water Allocations; or
- 2) After Initiation of Water Use, the installation of flow restrictors.

4. Timing of Policy Application.

- a. *Initial Determination of Qualified Project Status.* An applicant may seek a written initial determination from the Town as to whether a particular proposal likely constitutes a Qualified Project under this Policy. Such determinations do not constitute assurance that a Water Reservation or Water Allocation will be available to the applicant, or that the Town and the applicant will reach agreement as to a Water Reservation and Allocation Agreement. Initial determinations shall be made by the Town Manager or designee, or by the Board, and shall expire after one year or upon changes to this Policy that affect the guidelines under which the determination was made, whichever comes first.
- b. *Initiation of Review.* An applicant who submits a complete application for an approval under the LUC for which a water demand analysis is required in accordance with Town Code § 13-2-205 (including but not limited to a subdivision, site plan, or conditional use permit, or a building permit for new construction, or an expansion, remodel, or tenant finish that involves a tap or meter size change) may apply for Qualified Project status and negotiate a Water Reservation and Allocation Agreement with the Town.
- c. *Formal Determination of Qualified Project Status.* The Board or Town Manager (or designee) shall determine whether the application referred to in Section 4.b., above, demonstrates that the request constitutes a Qualified Project pursuant to the guidelines set out in Section 5., below. The Town shall thereafter notify the applicant in writing as to the decision. Town Manager decisions may be appealed to the Board in accordance with LUC § 4.7.7.
- d. *Reservation of Water.* If it is determined that a proposal constitutes a Qualified Project, then, provided that the Town and the applicant are able to reach terms with regard to a Water Reservation and Allocation Agreement, and provided that water of sufficient quality, quantity, and reliability is legally and physically available for the Town's municipal use, water credits shall be made available for reservation pursuant to a fully-executed Water Reservation and Allocation Agreement. The quantity of water to be made available for Water Reservation shall be at the discretion of the Town Manager or Board, as applicable (see Section 5, below).

- e. *Allocation of Water.* Within the Reservation Term, Water Reservations shall constitute a contractual right to a Water Allocation, provided that the applicant is not in default of the Water Reservation and Allocation Agreement. For *de minimis* projects (as defined in Section 5.c., below), Water Allocations may be made without prior Water Reservation, provided that the Town Manager or designee finds that water of sufficient quality, quantity, and reliability is legally and physically available for the Town's municipal use.
5. Qualified Projects. The Town may consider the categories of projects that are listed in this Section to be Qualified Projects. The Board shall determine whether a proposed project meets the criteria set out in subsection 5.a. (Key Economic Development Projects) or 5.b. (Critical Land Use Needs). The Town Manager or designee shall determine whether a proposed project meets the criteria set out in subsection 5.c. (*De minimis* Impacts).
- a. *Key Economic Development Projects.*
 - i. Key economic development projects include the following:
 - 1) Research and industrial facilities that are directly involved in biosciences / biotechnology product manufacturing; control, electromechanical, measuring, and navigational instruments; clean technology; medical equipment and supplies manufacturing; and recreational vehicle and equipment manufacturing.
 - 2) Research, industrial, wholesale, or warehousing and distribution facilities that principally provide components, supplies, or professional or technical support for the industries listed above.
 - 3) Hospitals that include inpatient facilities.
 - 4) Child care centers.
 - 5) Projects of Economic Significance as defined by the Board of Trustees, including, but not limited to, strategic types of retail, mixed-use, entertainment, or corporate headquarters development, or projects that the Board determines implement adopted special area plans.
 - ii. Key economic development projects shall demonstrate exemplary water efficiency, with design and operational standards specified in (or as an attachment to) the Water Reservation and Allocation Agreement. Such design and operational standards shall result in the development

and / or land use materially outperforming (in the aggregate, and from an efficiency standpoint) comparable development that adheres to the minimum standards of the Town Code, LUC, and Colorado Plumbing Code.

b. *Critical Land Use Needs.*

i. Critical land use needs are:

- 1) Attainable housing, which may be subject to a deed restriction to ensure that resales or rentals continue to qualify as attainable, for example, for not less than 50 years.
- 2) Housing for older persons, as defined in the Federal Fair Housing Act.

ii. Projects that address a critical land use need shall provide one or more of the critical land uses listed above, and Water Reservations and Water Allocations under this Policy shall be made only for such uses. Application materials shall also demonstrate that the project will outperform (in the aggregate, and from a water efficiency standpoint) comparable development that adheres to the minimum standards of the Town Code, LUC, and Colorado Plumbing Code.

c. *De minimis Impact.* Projects with *de minimis* impacts are:

- i. New construction of a single-family detached dwelling unit on an infill residential lot, provided that the Water Reservation (or Water Allocation, if a Water Reservation is not made) does not exceed 0.6 acre-feet per year.²
- ii. Establishment of a commercial or industrial use on an infill nonresidential lot, provided that the Water Reservation (or Water Allocation, if a Water Reservation is not made) does not exceed 1.8 acre-feet per year.

6. Expiration of Water Reservations and Water Allocations.

- a. *Expiration of Water Reservations.* Water Reservations, or portions thereof, that are not converted to Water Allocations during the Reservation Term set out in the Water Reservation and Allocation Agreement will expire, and shall thereafter be returned to the Water Bank.

² For the purposes of this subsection 4.c., an infill lot is a platted lot that is within a subdivision within which not less than 80 percent of the lots (with fractions dropped) are developed, and that is not already subject to an agreement with the Town that addresses the dedication of water to the Town or the payment of fee-in-lieu for same (e.g., a Water Reservation and Allocation Agreement, MOAPI, or other comparable agreement).

- b. *Expiration of Water Allocations.* Water Allocations, or portions thereof, that are not timely applied by way of Initiation of Water Use as provided in the Water Reservation and Allocation Agreement (or if silent, the Town Code) will expire, and shall thereafter be returned to the Water Bank.

7. Review and Amendment.

- a. *Annual and Periodic Review.* The Board intends to review the goals, standards, and procedures contained in the Policy in January of each year, and at other times as the Board determines appropriate (e.g., upon acquisition of additional water supply).
- b. *Amendment.* Upon review, the Board may amend this Policy by resolution as it determines appropriate.

Sec. 13-2-230. Dedications for infill or special circumstances.

An annual cash-in-lieu allowance may be set by resolution by the Board of Trustees. The Board of Trustees by resolution may delegate the authority to accept cash-in-lieu water rights or shares for the following limited purposes:

- (a) Water dedication requirement per one (1) single-family residential infill lot;
- (b) Water dedication requirement per one (1) commercial/industrial lot, not to exceed 1.8 AF.
- (c) Or as a project aligns with the goals of the strategic plan adopted by the Board of Trustees.

Such authority may be limited to a total number of dedications per year, total number of acre-feet per year, or other restrictions as determined by the Board of Trustees to ensure an adequate and stable supply of water to all Town water users, to ensure the financial stability of the Town water utility and to promote the general welfare of the public. (Ord. 1387 §1, 2023)

The Frederick Municipal Code is current through Ordinance 1391, passed December 12, 2023.

Disclaimer: The Town Clerk's Office has the official version of the Frederick Municipal Code. Users should contact the Town Clerk's Office for ordinances passed subsequent to the ordinance cited above.

[Town Website: www.frederickco.gov](http://www.frederickco.gov)

[Town Telephone: \(720\) 382-5500](tel:(720)382-5500)

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**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-31**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK,
COLORADO, APPROVING WATER RESERVATION AND ALLOCATION POLICY &
WATER ALLOWANCE**

WHEREAS, the Town of Frederick is a community that fosters economic, recreational, cultural, and environmental vitality and builds upon and enhances a variety of economic opportunities; and,

WHEREAS, the Town of Frederick plans for, identifies, leverages, and utilizes water resources in a way that reflects exemplary stewardship; and,

WHEREAS, Section 13-2-230 of the Town's Municipal Code supports establishment of a water reservation and allocation policy, which will assist the Town in implementing a decision-making structure to dedicate its water resources in accordance with the community's needs and vision; and,

WHEREAS, the Board of Trustees further wishes to identify the Town's water allowance for 2024.

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

- Section 1. Approval of Water Reservation and Allocation Policy & Water Allowance.** The attached Water Reservation and Allocation Policy is approved.
- Section 2. Identification of Town's Water Allowance for 2024.** The Water Allowance for the Town of Frederick for 2024 of **XX C-BT** units is approved.
- Section 3. Conformance of Code References in Policy.** The Water Reservation and Allocation Policy contains references to Town Municipal Code, to which the Town is in the process of making updates and improvements. Town staff may administratively update Code references in the Policy to reflect approval of amendments.
- Section 4. Effective Date.** This resolution shall become effective 60 days from the date of adoption.
- Section 5. Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.
- Section 6. Certification.** The Town Clerk shall certify the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

RESOLUTION APPROVED AND ADOPTED this 14th day of May 2024.

TOWN OF FREDERICK, COLORADO

Tracie Crites, Mayor

ATTEST:

BY: _____
_____, Town Clerk



TOWN OF FREDERICK Board of Trustees Action Memorandum

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Mark Lamach, Trustee
Dan March, Trustee

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

Municipal Code Update – Chapter 13 Article II

Agenda Date: Town Board Meeting – May 14, 2024

Attachments : a. Ordinance 1393

Finance Review: Kurtis Adams
Finance Director

Submitted by: Kylie Couch
Civil Engineer

Approved for Presentation: Bryan Ostler
Town Manager

Quasi-Judicial

Legislative

Administrative

Strategic Plan Alignment:



Strategic, Reliable & Sustainable Infrastructure – Incorporating water conservation into land use and municipal code is discussed in the Town’s 2022 Water Efficiency Plan. The Water Efficiency Plan aligns with the Town’s dedication to investing in strategic, reliable, and sustainable infrastructure in supporting water conservation programs that will help create a sustainable future for the Town of Frederick.

Summary Statement:

In line with the Strategic Plan and Board direction, Town Staff has completed a final draft of the Municipal Code Article II Divisions 1, 2 & 3. In addition to revisions to bring the Water Utility Code in line with industry standards, some substantial changes have been made to former Section 13-80 ‘Waste of Water,’ now Section 13-3-329 ‘Wise water use,’ to promote water conservation.

Built on What Matters.

Detail of Issue/Request:

In 2023 updates to Chapter 13 Article II Division 2 were adopted to revise water dedication requirements and fees. At the time staff were proposing to update that Division due to the impacts to the Town's water portfolio and the Town's water conservation goals. Since then, staff has investigated proposed updates to Chapter 13 Article II Divisions 1 & 3 to incorporate updates to address protecting the Town's water portfolio, water industry changes, general requirements and miscellaneous provisions, and additional water conservation methods. In addition to rewrites of Municipal Code Chapter 13 Divisions 1 & 3, a few minor changes are being made to Division 2 to clarify grass types and their corresponding hydrozone classifications.

The staff is recommending updating Section 13-80, Waste of water, as it lacks specificity and does not support prevention of water waste. Staff is recommending that the Section be renamed 'Wise water use.' The Section currently states:

“As a condition of receiving water service from the Town, the applicant must agree to cooperate with the Town to prevent the waste of water. The owner of any water-using unit or water-using property who flagrantly and/or repeatedly violates the intent of this Article shall be subject to the penalties prescribed in Chapter 1 of this Code.”

On February 6, 2024, staff brought a preliminary draft of the Municipal Code update to the Board for consideration. The Wise water use section in this draft included definitions of water leaks and water waste, as well as recommendations for the inclusion lawn permits, a watering schedule, and professional landscaper certification requirements. During the meeting on February 6, it was decided that the lawn permit, watering schedule, and professional landscaper certification items require more community outreach and research before moving forward. Staff plans to bring these three items back to the Board in Fall 2024.

The final draft being brought to the Board for adoption on May 14, 2024, does not include the lawn permit, watering schedule, and professional landscaper certification items and reads as follows:

Sec. 13-3-326. Wise water use.

(a) Generally. The Town of Frederick encourages and promotes prudent use of the Town's water resources at all times. The Town will make available to the citizens and customers of the Town's water supply system information on water conserving practices as identified in the Town's water efficiency plan, as amended from time to time. In the case of a declared water shortage, the Town will provide information on the severity of the shortage and the actions or measures the Town is taking in response to the drought per the Town's Water Shortage Contingency Plan. The Town will provide information on any restrictions, curtailments, or prohibitions included in rules and regulations that are part of the Town's Water Shortage Contingency Plan.

(b) Water use rules. The following water use rules shall be followed:

(1) Water leaks. Plumbing, pipes, water meter connections, and irrigation systems shall be maintained and operated free of water leaks. Upon the issuance of a notice of violation pursuant to Municipal Code Chapter 1, a water leak shall be shut off or repaired by the property owner as soon

as is practicable, but in no event more than 10 days from the date of the notice. Any water leak that continues beyond this 10-day period is hereby declared to be a public nuisance.

(2) Water waste. No customer or owner shall commit water waste. Upon the issuance of a notice of violation pursuant to Municipal Code Chapter 1, water waste shall be remedied as soon as is practicable, but in no event more than 10 days from the date of the notice. Any water waste that continues beyond this 10-day period is hereby declared to be a public nuisance. The following are considered to be water waste:

- a. The application of water to any of the following in a manner that results in pooling of water or a steady flow of water into storm drainage facilities, or onto other private property, streets, sidewalks, driveways, or other impervious surfaces:
 - i. any lawn, turf, sodded, or landscaped area.
 - ii. an impervious surface, such as a patio, driveway, garage; or
 - iii. a vehicle or other structure or object.
- b. the failure to comply with an order issued under Water Leaks subsection 13-3-326 (b) (1).

(3) Notwithstanding the enforcement provisions set forth in Municipal Code Chapter 1, the Town Engineer, or designee, may order the installation of a flow restrictor device at the cost of the property owner and/or a shut-off of water service to a property if the Town Engineer reasonably finds that an extreme waste of water is occurring on the premises. If a flow restrictor is installed, the cost of the flow restrictor device will be added to the property owner's utility bill.

(c) Conservation assistance, rebates, and incentives. The Town may establish programs to assist customers or provide incentives to customers to reduce water consumption or system peak demands consistent with applicable Board-adopted plans. Such programs may include financial or technical assistance, incentives, or rebates, and shall be consistent with program objectives approved by the Town Engineer.

Legal Comments:

Draft code language and the Ordinance were prepared by the Town Attorney's Office.

Alternatives/Options:

The Town may choose not to make any changes to the Municipal Code at this time. The Board may also choose to revise the proposed language. If the Code is not updated staff will continue under the current code, which will cause issues with administration of the Water Utility.

Financial Considerations:

No additional funds will be requested.

Staff Recommendation:

Staff recommends that the Board approve Ordinance 1393, adopting the code amendment.

ORDINANCE NO. 1393

AN ORDINANCE OF THE TOWN OF FREDERICK, COLORADO, AMENDING PORTIONS OF CHAPTER 13, ARTICLE II, WATER UTILITY, OF THE FREDERICK MUNICIPAL CODE.

WHEREAS, the Town of Frederick is a statutory municipality created and organized pursuant to Title 31, Colorado Revised Statutes; and,

WHEREAS, the Town of Frederick has authority, pursuant to Colorado Revised Statutes § 31-15-401, *et seq.*, and C.R.S. § 31-15-601, *et seq.*, to exercise its police powers to promote and protect the health, safety, and welfare of the community and its inhabitants; and,

WHEREAS, the Town of Frederick has researched and studied current best practices for water efficiency and standards for a municipal water utility, which resulted in the adoption of the Town's Water Efficiency Plan in October of 2022; and,

WHEREAS, as a result of these efforts, the Town of Frederick has determined that it must adjust its standards addressing its Water Utility; and,

WHEREAS, these changes require an amendment to the Frederick Municipal Code that relates to the Water Utility.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, AS FOLLOWS:

Section 1. Chapter 13, Article II, Division 1, is hereby repealed in its entirety and reenacted to read as follows:

Sec. 13-1-100. Definitions.

Whenever in this Chapter the words hereinafter defined or construed in this Article are used, they shall, unless the context requires other uses, be deemed to have the following meanings. All definitions are intended to be consistent with the Town's Land Use Code, and where any deviation exists, it is for purposes specific to this Article.

Annexation means the act of attaching, adding, joining, or uniting a parcel of land to the legal entity known as the Town of Frederick.

Applicant means any individual, partnership, association, organization, or corporation requesting water service from the municipal water system of the Town.

Appurtenant means belonging to, accessory or incident to, adjunct, appended, annexed to, or used in conjunction with.

Board of Trustees means the governing board of the Town of Frederick, Colorado.

Bulk water loading station means a Town-operated facility constructed for the purpose of loading water tank trucks. All water delivered shall be metered and the fee collected at the time of delivery.

Change in land use shall include expansion of an existing use.

Consolidated billing means the practice of billing any customer or consumer of utility services as described in this Chapter, including water, residential waste, and recycling collection and storm water drainage, in which such billing consolidates into one statement usage and service fees for two or more utility services coordinated by the Town to serve a subject property.

Construction hydrant meter means a Town-authorized temporary metering device placed upon a fire hydrant or other Town water supply source by which a construction contractor may obtain water to be used during the construction process of a development. A cash deposit based on the current cost of repairing and/or replacing a hydrant and hydrant meter, as established by Town staff, shall be required for each construction hydrant meter to assure its return in good working order.

Consumptive use means the amount of water consumed and that does not return to the stream system after use.

Conveyance of water rights means the process by which legal title to water rights is transferred by appropriate deed, stock assignment, allotment contract, or other record transfer.

Dedicate or dedication means any grant by the owner of a right to use land or water for the public in general, involving a transfer of property rights and an acceptance of the dedicated property by the appropriate public agency.

Dwelling unit means a building or portion thereof that provides complete independent living facilities, including permanent provisions for living, sleeping, eating, cooking, and sanitation, for one family.

Extension of water service means any extension of the Town water service for any increase in Town water service resulting from a change in use of property, an increased use of property, or an increase in irrigated area.

Historical use affidavit means a notarized written statement, on a form approved by the Town Engineer, that sets forth the following information concerning each water right proposed for dedication to the Town:

- (a) The names and addresses of the owners; and
- (b) The amount of each water right or the number of shares of stock; and
- (c) If the water right is used for irrigation, the number of acres presently being irrigated and a legal description and/or map of the acreage irrigated; and
- (d) A copy of the stock certificate in any ditch or reservoir company that furnishes water and (unless this requirement is waived by the Town) all decrees or judgments determining or adjudicating each water right proposed for dedication to the Town and any other water rights appurtenant to the property; and
- (e) A copy of the documents by which the present owners of each water right received title to the water right proposed for dedication to the Town and any other water rights appurtenant to the property; and
- (f) A copy of all diversion records for each water right proposed for dedication to the Town (unless this requirement is waived by the Town); and

(g) A description of the historical use of the water right, including the amount and time of diversions and, if the use was irrigation, the type of irrigation, the number of acres irrigated, the crops grown, and a description of any other water rights used on the land irrigated.

Lease means any grant for permissive use that results in the creation of a landlord/tenant relationship.

Multi-family means a development of buildings or portions thereof that contain three or more dwelling units where customers receive master-metered water service. The term “multi-family” shall also include any master-metered manufactured housing.

Native water means surface and underground water naturally occurring in a watershed historically applied to beneficial use within or near the Town’s planning area and that can be used by and is acceptable to the Town.

Owner means any person or entity owning water-using property.

Person means any individual, partnership, association, corporation, municipality, organization, or any other legal entity, public or private.

Tap equivalent (“TE”) means a number related to the volume of water necessary to meet the demand and consumptive use requirements of an average dwelling unit housing not more than three persons. The TE value assigned to any particular dwelling unit may be greater than, equal to, or less than 1.0. The TE value assigned to other uses shall be based on the Town’s estimated volume of water demanded and consumed by such uses.

Sufficient priority means that a water right has a date as of which it is entitled to use water in relation to other water rights deriving their supply from the same source that is sufficiently senior that it may reasonably be expected to provide a dependable water supply for the requirements of this Article. Factors to be considered in making this determination shall include, but not be limited to, the appropriation date and adjudication date of the water right, the decreed uses, the historical use of the water right, the physical flow available, and the administrative practices of the Office of the State Engineer.

Town Engineer means the Town Engineering Director or designee.

Town Manager means the Town Manager of the Town of Frederick, Colorado or designee.

Town water service or *water service* means treated water service or native water service furnished by the Town within the Town limits or by special agreement to persons outside the Town limits, to any person, water-using property, or water-using unit for any purpose, including but not limited to domestic, commercial, and industrial uses.

Transfer of water rights means the conveyance of legal title to water rights to the Town.

Water bank means an accounting system whereby water rights may be transferred to the Town in return for a credit in acre-feet established in the name of the owner of those water rights. The credit may subsequently be

assigned to any parcel within the Town's service area or sold to the Town or other parties for use within the Town's service area.

Water court transfer fee means the estimated cost per TE of court filing fees, publication fees, professional fees, and other reasonable and customary costs associated with required proceedings in the Water Court for the Town to make full and lawful use of water rights dedicated to or acquired by the Town for use in its municipal water system.

Water credit means the number of acre-feet for which dedication credit is provided by the Town for the dedication of a particular acceptable water right to the Town.

Water right means a decreed right to use in accordance with its priority a certain portion of the waters of the State by reason of the appropriation of the same. It shall include direct flow and or storage rights.

Water system means the water system owned and/or operated by the Town.

Water-using property means any real estate within or without the Town's service area on which a water-using unit is located or intended or desired to be located, that uses or intends to use water from the municipal water system of the Town.

Water-using unit means any space, any structure or building, movable, fixed, or otherwise, or any part or parcel of the same for which a separate water rate is applicable, as hereinafter set forth in this Chapter or, in the alternative, any space, any structure or building, movable, fixed, or otherwise, or any part or parcel thereof having or being equipped with a device, fixture, or method for using water.

Sec. 13-1-101. Intent and purpose.

(a) The purposes of this Article are to define the water utility of the Town, to set forth the respective responsibilities of water service users and the utility, and to promote the public health, safety, and welfare of the community by providing for protection against cross-connections, acquisition of sufficient water rights as the Town grows and develops, adequate water quantity and pressure for customer use and firefighting, water conservation, and the equitable distribution among all users of the costs of expansion, replacement, maintenance, and operation of facilities for the safe and efficient delivery of water to residents and other water users within the Town's service area.

(b) The Town provides potable water service by an intergovernmental agreement with the Central Weld County Water District. The Town does not guarantee the availability of potable water service to a customer from the CWCWD system. Provided that water service availability is confirmed by a Town water system analysis at the time the owner requests water tap(s), the Town will provide water service.

Sec. 13-1-102. Governing body.

For all purposes under this Code, the governing body of the utility enterprise shall be the Town Board. All provisions of this Code that govern the provision of water services shall be administered and enforced by the utility enterprise.

Sec. 13-1-103. Utility considered a Town-owned enterprise.

(a) The utility shall constitute an enterprise of the Town that may, by ordinance of the Town Board, acting ex officio as the board of such enterprise, issue its own revenue bonds or other obligations (including refunding securities) on behalf of the Town, which revenue bonds or other obligations shall be payable solely from the net revenues (including special assessments) derived from the operation of the enterprise. Such revenue bonds or other obligations may be additionally secured by mortgages on or security interests in any real or personal property of the Town used in the operation of the enterprise. The ordinance issuing any such revenue bonds or other obligations shall be adopted in the same manner and shall be subject to referendum to the same extent as ordinances of the Town Board. The officers of the enterprise shall be the mayor as president, the mayor *pro tem* as vice president, the financial officer as treasurer, and the Town Clerk as secretary. These officers shall have the same authority and duties with respect to the enterprise as they have when acting as officers of the Town, including without limitation, the authority to sign the enterprise's ordinances, resolutions, revenue bonds, or other obligations and other instruments.

(b) Any pledge of net revenues derived from the operation of the enterprise shall be subject to limitations on future pledges thereof contained in any ordinance of the Town Board authorizing the issuance of outstanding bonds or other obligations of the Town payable from the same source or sources. All bonds or other obligations issued by ordinance of the Town Board payable from the net revenues derived from the operation of the enterprise and all revenue bonds or other obligations issued by ordinance of the board of the enterprise payable solely from the net revenues derived from the operation of the enterprise shall be treated as having the same obligor and as being payable in whole or in part from the same source or sources.

(c) The enterprise shall also be authorized to have and exercise the following powers in furtherance of its purposes: to hold meetings upon the call of the mayor as president (or the mayor *pro tem* as vice president in the case of incapacity or unavailability of the mayor), or the Town Manager, after public notice provided in the manner required for and as part of a regular or special meeting of the Town Board, to have and use a seal, to issue its revenue bonds for water purposes in the manner in which Town revenue bonds may be issued, to pledge any revenues of the Town's water system to the payment of such revenue bonds, and to pay such revenue bonds therefrom, to enter into contracts relating to the water system in the manner in which Town contracts may be entered into, to make representations, warranties, and covenants relating to the water system on behalf of the Town, to exercise rights and privileges of the Town relating to the water system, and to bind the Town to perform any obligation relating to the water system other than any multiple-fiscal year direct or indirect debt or other financial obligation of the Town without adequate present cash reserves pledged irrevocably and held for payments in all future years.

(d) All revenues and expenditures of the Town or the enterprise relating to the water system shall be considered revenues and expenditures of the enterprise.

Sec. 13-1-104. Obtaining water.

No person or entity shall obtain water from the water system of the Town, nor shall any water be furnished therefrom to any water-using unit or water-using property except by, through, under, and in accordance with this Article.

Sec. 13-1-105. Outside Town water service, contract required.

The Town may enter into a water service contract with an applicant for water service to serve any area outside the Town limits. Such contract shall define the conditions for connection to the Town water utility for the purpose of taking and using water for normal municipal purposes such as domestic, commercial, or industrial. If the Town approves the contract, the user is to follow the requirements of the service area at a minimum. At the time of entering into the water service contract, the Town may request or require a separate agreement that owners in fee of real property within the area to be served pursuant to the water service contract apply for or consent to annexation of such area at a future date upon which such area becomes eligible for annexation pursuant to statute. All construction related to the water service shall meet the Town's Design Standards and Construction Specifications.

Sec. 13-1-106. Application procedures.

(a) Owners desiring water from the water system shall make application therefor in writing to the Board of Trustees, at the office of the Town Clerk, setting forth the name and mailing address of the owner, the legal description of the water-using property for which water is desired, the nature, number, extent, and type of water-using units thereon, the purpose or purposes for which the water will be used, and such other facts as are reasonably necessary to determine the purpose, extent, nature, and location of water use, the water-using property, and the water-using unit or units.

(b) For applications related to a water-using unit or units located within the Town's service area where buildings on the property have not yet been constructed or will have been constructed less than one year previous to the date of said application, then a complete and final copy of the construction plans shall accompany such application.

(c) For applications related to a water-using unit or units located outside the corporate limits of the Town where buildings on the property have not yet been constructed or will have been constructed less than one year previous to the date of said application, then a copy of the County building permit or mobile home permit shall be submitted with the application.

(d) Applications shall be made only in the name of, and for the owners of, real property.

Sec. 13-1-107. Conditions for new tap.

A tap and service connection will be considered and deemed a new tap except where all of the following conditions exist:

(a) The property owner has installed at their sole cost and expense all the water mains, trunk lines, fire hydrants pumping and storage facilities, and appurtenances necessary to provide service from the Town's system; and

(b) A tap and service connection from the water system to the water-using property and/or water-using units is in existence and is adequate by acceptable standards, serviceable, and in "good repair"; and

(c) The supplying of water from the water system to the water-using property and/or water-using units from said tap and service connection has not been abandoned or discontinued by action or request of the owner or last previous owner of said water-using units and/or water-using property; and

(d) No delinquency exists in any charges for water service provided for in this Article concerning the water-using property and/or water-using units.

(e) Notwithstanding any of the above conditions for a new tap, a credit for the then-current capital impact fee and water right requirement, based on the size of tap existing or previously existing on a property, shall be available to the owner upon an application for a new water service for that specific property.

Sec. 13-1-108. Design and construction review of services, mains, and trunk line extensions.

All plans and specifications relating to water lines, storage facilities, pumping facilities, or other appurtenances to be connected to the Town water utility shall conform to the Design Standards and Construction Specifications adopted by the Board of Trustees. Such plans and specifications shall be submitted to the Town Engineer for review and approval prior to construction. Water lines shall be designed such that they extend the entire frontage of the property.

Sec. 13-1-109. Extension of water facilities.

An applicant for water service to any area where Town distribution and transmission facilities do not exist must pay the full costs of extending utility lines to serve their particular area, including properties that will be served by the Town through a connection to Central Weld County Water District, including the costs of any excess capacity the Town may require to be built into the line, as well as appurtenant facilities such as storage and pumping stations.

Sec. 13-1-110. Northern Colorado Water Conservancy District.

(a) If a subdivision or a property to be served is not already in the Northern Colorado Water Conservancy District, the owner or developer agrees to petition for inclusion in said District and to the payment of any fees and taxes levied by the District as a condition of said inclusion.

(b) If a subdivision or property is not already in the Municipal Subdistrict of the Northern Colorado Water Conservancy District, the owner or developer agrees to petition for inclusion in said Subdistrict and to the payment of any fees and taxes levied by the Subdistrict as a condition of said inclusion.

Sec. 13-1-111. Sizing and layout of water lines.

The sizing and layout of the system are part of the total consideration of design as outlined in the Town's Master Plans, operation, and maintenance of a water supply system that yields optimum quality service at the lowest total cost to the consumer. The engineering department reserves the right to size mains to provide for exceptional future needs. Oversizing of mains (anything greater than 8 inches in diameter), as dictated by the Town's hydraulic model, may be required by the Town, and costs of such oversizing shall be reimbursed by future development. However, if such oversizing is required to meet the needs of the development, the full cost thereof shall be borne by the property owner, developer, or other responsible person at the time of

development. If oversizing is required, the property owner, developer, or other responsible person shall provide a minimum of three qualified bids for 8-inch-diameter lines as well as bids for the oversized line. The Town engineering department reserves the right to require additional bids in accordance with the Town's purchasing and contract policies. The Town shall require the difference between the 8-inch-diameter and oversized pipe bids once approved by the engineer and upon completion and initial acceptance of the installation be paid by future development.

Sec. 13-1-112. Extension of facilities; reimbursement.

(a) Any applicant for water service who extends a water line to serve a particular area shall be eligible for reimbursement from future connectors to that extension. The basis, or formula, for this reimbursement shall be according to the guidelines below or terms established in the Development Agreement or other agreement between the Town and the landowner.

(b) It is recognized that there are innumerable combinations of conditions relating to water line extensions that affect the basis for reimbursement. However, the following principles will be used as guidelines in establishing the reimbursement formula:

(1) The formula should be simple to administer.

(2) The amount to be reimbursed to the applicant should be that part of the certified actual cost of the water line extension, including necessary appurtenances, that is represented by the ratio of the use by others to the total use (other TEs and applicant TEs, or length of line through or adjacent to other's property).

(3) To the extent deemed applicable by the Town Engineer, the documented actual cost of any pumping or storage facilities also required for the proper operation of a water main extension and that is required to be paid for by an applicant for water service shall be eligible for inclusion in the reimbursement formula.

Sec. 13-1-113. Method of extension.

(a) The supplying of water and water service to an area where no Town water main or trunk line is available, such as a new subdivision, re-subdivision, or territory that has been annexed to the Town, shall be accomplished, made, done, and performed according to the terms established in the Development Agreement or other agreement between the Town and the landowner.

(b) The method of extension shall be accomplished and performed in accordance with plans, specifications, drawings, engineering, and other reasonable requirements established, designated, and approved by the Town Engineer. All water system extensions shall be designed and installed in accordance with such Design Standards and Construction Specifications as may be established by the Board of Trustees from time to time.

Sec. 13-1-114. Easements and rights-of-way for water system.

Whenever the provision of water service to a development requires the use of easements or rights-of-way, the owner or developer of the property to be served shall grant to the Town, without charge, any easements or rights-of-way as may be required for the provision of water service in accordance with Standards and

Specifications and water master plans, whether the easements or rights-of-way are within or outside the development to be served.

Sec. 13-1-115. Water line and appurtenances to become Town property.

(a) Customers, applicants, landowners, subdividers, or developers who have completed construction of water lines and appurtenances shall, before these water lines and appurtenances are accepted by the Town for service, transfer ownership of these water lines and appurtenances, except for service lines and including all necessary easements, to the Town according to the terms established in this Article, the Development Agreement, the Design Standards and Construction Specifications, or other agreement between the Town and the landowner.

(b) In the event a special district is formed by the applicant for the purpose of financing water lines and appurtenances, the applicant shall agree that such transfer by deed shall take place when the subject line and appurtenances are free of all liens and encumbrances incurred by said special district.

(c) During any period prior to the deeding of the water distribution lines and other appurtenances constructed by a special district to the Town by the applicant, it shall be agreed that the Town shall have the control of these lines as though they were deeded to the Town. Immediately upon completion of the installation of any facilities that are to be owned, operated, and maintained by the utility, such shall be deemed free of any liens, encumbrances, or claims to the Town, which shall thereafter be the sole owner. This means that the Town will have the exclusive authority to determine what additional uses will be made of this line, including who will be allowed to tap on, the conditions under which the taps will be made, the rates to be charged, and the conditions of services. In any case of overloading or other operational characteristics that may limit the ability of the water main extension or distribution facility to supply the demands upon it, the original applicant who constructed the line shall have priority on use of the service.

Sec. 13-1-116. Bonds required for certain work.

Developers and contractors may be required to provide irrevocable letters of credit, substitute security or collateral, and maintenance bonds for water system improvements with the Town to provide protection against the following situations in accordance with a Development Agreement. The Town may enter into such other agreements with developers or contractors as may adequately protect the Town's interest.

(a) Work performed by the Town by reason of default by the contractor.

(b) Necessary repair of damages caused by the contractor.

(c) Necessary repairs caused by installing defective material.

(d) Necessary repairs caused by poor installation techniques.

(e) Costs the Town must recover due to the contractor's failure to perform in accordance with these standards.

Sec. 13-1-117. Sewer service requirement.

As a condition of receiving water service from the Town utility, an applicant must connect to the Saint Vrain Sanitation District (“District”) for sanitary sewer service per intergovernmental agreement between the Town and the District. The applicant shall provide a written notice indicating the recommendation of method of sanitation connection of the District and compliance therewith by the applicant prior to physical connection to the Town water utility by the applicant. The terms of such sewer connection shall be determined by the District Board of Directors. Under special circumstances, the requirement to connect to the District may be waived or postponed upon approval of the Board of Trustees. Any existing or proposed septic systems must comply with the Weld County Department of Public Health and Environment standards and operate under their jurisdiction. In the event of a failure of an existing septic system or if a property to be served is within 400’ of a sewer system, the owner must connect to that sewer system.

Division 2 Water Dedication and Capital Improvement Fees

Section 2. Chapter 13, Article II, Division 2, Section 13-2-205, Water dedication requirements, is hereby repealed in its entirety and reenacted to read as follows:

Sec. 13-2-205. Water dedication requirements.

(a) From and after the effective date of the ordinance codified in this Division, any person who seeks approval of any of the following: an extension of water service; subdivision of land; annexation of land to the Town; or any change in land use within or outside the limits of the Town (if such change in land use will increase the demand for Town water service) shall be subject to the water dedication requirements in this Section.

(1) Water right and share dedication requirements for properties within the Town’s potable water service area shall be determined through a water dedication analysis prepared by Town staff. The water dedication analysis shall be prepared according to the water dedication schedule below:

a. Residential

Residential Project Type	Indoor Water Use		
	AF/Unit	CBT/Unit	Gallons/Unit
Single-Family Detached, ≥ 4 Bedrooms	0.22	0.367	71,687
Single-Family Attached	0.2	0.333	65,170
Single-Family Detached	0.2	0.333	65,170
Multifamily	0.17	0.283	55,395

b. Nonresidential

Business Categories Estimated Indoor Water Use	Units	Use (Gal/Unit/Yr.)
Assisted Living	unit	78,750.00
Auto Service and Repair	Square feet (sf)	27.13
Car Wash with Recycling	bay	81,375.00
Childcare	sf	75.00
Church	sf	39.38
Clubhouse/Pool	unit	175,000.00
Fast Food Restaurant	sf	125.00
Gas Station w/ Car Wash	sf	1,808.75
Gas Station w/o Car Wash	sf	302.50
Grocery Store	sf	48.13
Hospital	sf	74.96
Hotel	room	29,457.50
Industrial	sf	27.50
Medical Office	sf	44.63
Office	sf	10.00
Restaurant	sf	250.00
Retail	sf	36.25
School	sf	15.50
Warehouse (Storage Facility)	sf	8.75
Other (determined by staff)		

c. Outdoor

Hydrozone*	GPSF	Outdoor Water Use		
		AF per Acre	CBT per Acre	Gallons per Acre
Low	6.00	0.80	1.337	261,360
Medium	12.00	1.60	2.674	522,720
High	18.70	2.50	4.166	814,572

*As determined by Town staff analysis, generally consistent with the following:

- i. Low: some shrubs and perennials
- ii. Medium: warm season turf grass
- iii. High: cool season turf grass

(2) All persons and developments are subject to applicable fees and shall be required to record an instrument providing notice that water usage for the property is limited based upon the amount of water dedicated for the property. Limitations of water usage per year shall be maintained by the Town and made available upon request to the property owner or tenant.

(3) The use of nonpotable native water requires the construction of a dual water system that is functional and reliable as determined and approved by the Town. The native water rights or shares must be used to irrigate all open space, parks, and landscaping within a development through the use of an on-site irrigation pond.

(4) Colorado-Big Thompson (CBT) water dedicated to the Town after the effective date of the ordinance codified in this Division will be credited at a yield rate of six-tenths (0.6) acre-foot per CBT acre-foot unit.

(5) The water dedicated to the Town shall be available for diversion at such point or points of diversion as the Town may designate for use and consumption by the Town for municipal purposes.

Section 3. Chapter 13, Article II, Division 3, is hereby repealed in its entirety and reenacted to read as follows:

Sec. 13-3-300. Tap installation.

All taps to the Town water utility shall be installed by a contractor licensed by the Town under Section 6-37. The meter shall be purchased from the Town or shall be of a type approved by the Town. The installation of the tap shall be made only after direct coordination with the Town and shall be installed to the Town water system construction standards. Any meter or tap installed without said approvals shall be subject to removal and replacement at the cost of the owner.

Sec. 13-3-301. Connection fees.

An applicant for water service from the Town shall agree to pay the tap installation fee as established by resolution by the Board of Trustees, and such installation shall become the property of the Town.

Sec. 13-3-302. Installation and maintenance of service lines; user responsibilities; liability.

(a) *Installation.* All costs and expenses incidental to the installation and connection of a water service line, including, but not limited to, a common private water service line, shall be borne by the applicant for water service, who shall retain or employ a licensed contractor or plumber to install a service line. For the installation of that portion of any service line within the public right-of-way or street, the contractor or plumber shall also be licensed by the Town under Section 6-37. The applicant is responsible for restoring streets, sidewalks, parkways, and other property disturbed in the course of the work to acceptable Town standards after the connection is made.

(b) *Maintenance.* The owner of any property connecting to the water utility is responsible for the installation and maintenance at the owner's own expense and risk, the water service line from the meter pit, or the property line in the absence of a meter pit, to the structure being served and all other water pipes, machinery, and apparatus that may be required for applying and utilizing Town water on the property. The owner shall keep the private service line in good and safe condition and, at the owner's expense, shall keep all pipes, fixtures, and appliances on the property tight and in good working order at all times to prevent waste of water and/or freezing of the plumbing. The owner is responsible for all leaks or damages on account of leaks from the private service line and other apparatus within the property served.

(c) *Liability.* The Town is not responsible for any loss or damage caused by negligence or want of care on the part of the owner or the contractor or agent in installing, maintaining, using, or operating private service lines and private water pipes, apparatus, appliances, or fixtures, including, but not limited to, any common private water service line. The owner of, and owner of property served by, such lines, pipes, apparatus, appliances, or fixtures, shall hold the Town harmless from any loss or damage that may directly or indirectly be occasioned by the installation or malfunction of any private service line or apparatus. The owner is responsible for the costs of repairing or replacing adjacent sidewalks, curbs, and gutters, and other public infrastructure damaged by the settling of service line trenches within such owner's property. The owner of, and owner of property served by, a common private water service line, is responsible for the costs of repairing or replacing adjacent sidewalks, curbs, and gutters, and other public infrastructure damaged by the settling of any trench of such common private water service line.

(d) *Permission required.* No alteration of, addition to, or disconnection from any water pipes or apparatus of the Town water system and no alteration of, addition to, or disconnection from any common private water service line connected to the Town water system, shall be made without prior written permission of the Town Engineer.

(e) *Compliance.* It is unlawful for any person connected to the water utility to permit any other person to take or use water from such person's water service for use on property not connected to the water utility, except by the prior written consent of the Town Engineer. Irrigation taps on service lines between the main and water meters are prohibited.

Sec. 13-3-303. Extension of service lines prohibited.

Each property shall be served by its own service line, and no connection with the water utility shall be made by extending the service line from one property to another property. In cases where service lines have been so extended from one property to a different property, the continued use of such extension shall be permitted only until water mains are laid in the street in front of such property, at which time connection shall be made to the water main at the expense of the owner of the property served by such extension and such extended service line shall be discontinued.

Sec. 13-3-304. Supplying water to others.

No person or owner obtaining water from the water system for any water-using unit shall supply water to any other water-using unit unless and until the applicable water rate for such other water-using unit so supplied is paid in addition to the water rate or rates applicable to the water-using unit of the person or owner supplying such water to such other water-using unit. The water supply to either, or both, or any of such water-using units, may be shut off upon any violation of this Section, and may remain so shut off unless and until any and all applicable rates are paid.

Sec. 13-3-305. Internal fire sprinkler systems.

Internal fire sprinkler systems and fire lines from the point of tap on the distribution main shall be owned, operated, and maintained by the owner. These systems may not be metered and will incur costs based upon the fee schedule.

Sec. 13-3-306. Individual service lines for each building required.

(a) Each property shall be served by its own service line, and no connection with the water utility shall be made by extending the service line from one property to another property. Each building shall be served by a separate service line; however, the Town Engineer may require that a building be served by more than one service line. Separate meters for irrigation purposes shall be required for all properties, except for single-family and duplex residences, after the potable meter. For purposes of this Section, the term *building* means a structure standing alone, excluding fences and covered walkways. A separate accessory structure is a separate building. To qualify as one building, all portions, additions, or extensions must be connected by an attachment that is an enclosed part of the building and usable by the occupants.

(b) Notwithstanding the provisions of subsection (a) of this Section, the Town Engineer may, after review and approval of the related plans and specifications, authorize the service of more than one building by a single service line, provided that each of the following requirements is met:

(1) The combined water use of the buildings shall not exceed the capacity of the service line and meter; and

(2) If the buildings are served by one service line, the buildings shall be under single ownership, and no subsequent division of ownership, or subdivision of the property upon which the buildings are located, shall be permitted until separate service lines have been installed to each building; and

(3) If condo buildings, each are served by one service line; and

(4) If the service is for residential use, only one of the buildings may be used as a residential dwelling unless the buildings are located on a single platted lot and one of the buildings is an accessory dwelling unit. For purposes of this Section, the term accessory dwelling unit shall have the same meaning as in the Land Use Code; and

(5) Plant investment fees, water supply requirements, and any other applicable charges required in connection with the additional building to which service is to be provided shall be remitted as provided in this Article. For an accessory dwelling unit, additional plant investment fees and water supply requirements, as well as monthly meter rates and any other water-related charges, shall be determined based on the addition of a new dwelling unit on the property; and

(6) A written covenant or other document signed by the owner of the property to be served and incorporating the requirements and limitations of this Section as a condition of service to said property, in a form provided by the Town Engineer, shall be submitted to the Town Engineer as a condition of approval, and shall be duly recorded at the office of the County Clerk and Recorder.

Sec. 13-3-307. Service connections outside Town.

(a) No water taps shall be made outside the corporate limits of the Town, nor shall any water be furnished from the Town water system to any person or property outside said corporate limits, except by special agreement with the Board of Trustees, under such charges and under such conditions as the Board of Trustees may deem proper in the circumstances; or in the alternative, as the Board of Trustees may impose by ordinance.

(b) Notwithstanding the above, any water-using property or water-using unit located outside the corporate limits of the Town and receiving water service from the Town water system shall be subject to the same water restrictions as may be imposed upon in-town users by the Board of Trustees from time to time during periods of water shortage. Failure to adhere to such water restrictions by users outside the corporate limits of the Town shall constitute sufficient reason for the Town to terminate service or impose such fines or penalties as are permitted by law.

Sec. 13-3-308. Abandonment of service lines.

(a) In the case where a property owner desires to permanently disconnect premises from the water utility or to abandon the existing service line, the corporation stop for the service line shall be permanently shut off at the main at the owner's expense. The Town is not responsible for the cost of damage to any obstruction. The excavation and disconnection work may be done only after a plan is reviewed and approved by the Town and the payment of inspection and permit fees. The Town may require the owner to remove the service line and all appurtenances. The utility will not resume water service to the premises through a replacement line until the abandoned service line has been permanently disconnected.

(b) If the Town Engineer receives notice from the Town or County's Chief Building Official or the State Department of Public Health and Environment that a structure has been condemned as not habitable or unsanitary and dangerous to human life, Town water service to that structure shall be shut off at once and

monthly charges will cease. The water service line shall be deemed abandoned and permanent disconnection may be required at the owner's expense.

Sec. 13-3-309. Meters required.

Except as may be specifically approved by the Board of Trustees, all water sold by the Town shall be metered by meters installed in outside meter pits or located within buildings. Where meters are installed inside buildings, the property owners shall also install a curb stop with a cast iron box and lid within the right-of-way, near the property line. Materials shall be of a standard type approved by the Town and in accordance with Town requirements. Property owners shall maintain curb boxes and meter pit lids in good and unbroken condition and in readiness for emergency connection and/or disconnection, and shall keep curb boxes and meter pit lids unobstructed and visible at all times.

Sec. 13-3-310. Access to premises.

The Town designee bearing proper credentials and identification shall be permitted to enter all properties served by the Town water system for the following purposes:

(a) *Inspection, observation, measurement, sampling, and testing pertinent to the Town water system.*

(b) *Backflow prevention.* To determine whether cross connection or other structural or sanitary hazards, including any violation of this Article as to such matters, exists. In the event that such condition becomes known, the Public Works Director or designee may deny or immediately discontinue water service to the premises by providing for a physical break in the service line until the customer has corrected the condition in conformance with all state statutes and Town ordinances relating to plumbing and water supplies, and the rules and regulations adopted pursuant thereto.

(c) *Meter reading.* For the purpose of meter reading, provided that all meters shall be readily accessible for such purpose.

Sec. 13-3-311. Access to meters and hydrants.

(a) It shall be unlawful for a property owner or lessee of property upon which is located a water meter cover, pit, vault, or a fire hydrant to permit, cause, place, or keep any fence, post, vehicle, growth, trash, storage, material, or other condition within three feet of the center of a water meter cover, pit vault, or fire hydrant that would deter, hinder, or obstruct immediate access to such equipment or fire hydrant, or to paint or in any way apply a coating on or otherwise alter the appearance of a fire hydrant or such equipment.

(b) It shall be unlawful for an owner or customer to cause, allow, or permit access to a water meter pit or fire hydrant located on the owner's property to become obstructed, hindered, or impeded, or for a fire hydrant or associated equipment to be painted or its appearance to be altered in any way. An owner or customer shall take action to remove any obstruction or hindrance and thereby allow access to a water meter pit or fire hydrant within 72 hours of the date written notification is sent by the Town, regular mail, postage prepaid, to the owner, at the address listed in the Weld County Property Assessor records, and to the property address, if different than what is shown by County records, advising the owner and/or occupant of said obstruction or impediment. Such notification may also be posted on the property upon which is located a water meter pit or

fire hydrant, or on whatever caused the obstruction or impediment. The written notification shall contain a description of the property upon which the violation has occurred, the nature of the obstruction or impediment that deters or hinders access, and will direct the owner or customer to correct the violation within the time period provided. If an owner or customer fails or refuses to respond to the notice provided herein within the time allotted, the Town may abate such obstruction by any reasonable means.

(c) In the event the property owner or lessee does not take appropriate action or in the event of an emergency, the Town shall have the right to:

- (1) Enter the property and take whatever corrective action is determined to be necessary;
- (2) Assess the property owner or lessee for the actual cost of the measures taken to remove the obstruction and restore access; and
- (3) Assess the property owner or lessee for the costs incurred by the Town to enforce collection of the costs of the measures taken to remove the obstruction and restore access.

(d) The Town is not responsible for the cost of damage to any obstruction.

Sec. 13-3-312. Meter testing.

The Town may remove any meter for routine tests, repairs, and replacement. Meter tests shall be subject to the following:

(a) Each water meter shall be tested either by the Town or the manufacturer and shall be found to be correct and properly adjusted before being installed. If the test is made by the manufacturer, a report of such test result shall be furnished to the Town prior to the installation.

(b) Whenever, upon testing by the Town, any water meter is found to have an accuracy within the acceptable American Water Works Association (AWWA) standards, such meter shall be considered to be accurate and correct and no adjustment shall be made in any charge or bill for service prior to the date of such test. If, upon test by the Town, any water meter is found to have an average error in excess of the AWWA standards, such meter shall be corrected or replaced, at the option of the Town, and an appropriate correction or charge in keeping with the percentage error found upon testing shall be made in the bills or charges for water service measured through said meter during a period of not more than 180 days prior to the date of such test.

(c) The customer shall have the right to request a special meter test at any time. If the special test made at the customer's request discloses that the meter is registering correctly within the American Water Works Association standards, the customer shall pay the fee as set by the fee schedule adopted by resolution for the expense of testing such meter. This fee shall be included in their utility bill.

Sec. 13-3-313. Maintenance of meters.

All water meters shall be maintained by the utility, and shall be tested and repaired as necessary, not less than at least once in each 10 year period. The cost of repairs resulting from neglect or abuse by the water user shall be paid by the user and added to and considered a part of the charge for water service.

Sec. 13-3-314. Interfering with or bypass of meters.

(a) All outside utility meters or outside remote read-out recorders shall at all times be clear of debris, vegetation, vehicles, and other obstacles so that they are easily accessible to the meter reader of the utility. A customer's failure to provide adequate access to the water meter will result in an obstructed meter charge per billing period during which access is not provided, as set by the fee schedule adopted by resolution. Charges for obstructed meters shall be deemed applicable for conditions such as locked gates preventing entry or animals threatening or intimidating the utility reader.

(b) It shall be unlawful for any water user or for any other person to tamper or interfere with any meter or meter seal or to so arrange their water service or piping so that the use of water will not be accurately registered by the meter. The water utility will discontinue water service immediately to any user who violates the provisions of this Section until satisfactory payment has been made for all water used and all repairs made to ensure correct operation of the meter.

Sec. 13-3-315. Installation of meters.

All water meters shall be installed in accordance with the water system construction standards as adopted by the Board of Trustees from time to time.

Sec. 13-3-316. Existing taps not in use.

Taps that were purchased prior to the installation of meters for which a meter was never installed due to no use requirements or other purposes, and taps that have deteriorated over long periods of time due to abandonment or nonuse, may be refurbished by the Town upon request of the property owner without any additional tap fee charges. The property owner, however, shall assume the costs of such refurbishment to include first-time meter installations for those instances where a meter has never been installed. Such costs will include only those costs directly experienced by the Town in such refurbishment work. Costs will be billed to the property owner and will be due and payable within 30 days of the date of the billing unless other special arrangements for payment are made by specific approval of the Board of Trustees.

Sec. 13-3-317. Meter size changes.

All requests for changes in tap or meter sizes of existing installation shall be considered as a new request for water service subject to the regulations and rates in effect at the time of the request. The owner shall be responsible for the installation, to include labor cost of removal of the existing installation. Credit will be allowed the user, as applicable, for any salvageable materials removed and retained by the Town. Credit for the then-current capital impact fee and water rights requirement, based on the size of the tap existing or previously existing on a property, shall also be available to the owner upon an application for a new water service for that specific property.

Sec. 13-3-318. Excavation protection.

All excavation in the street or alley shall be in conformity with this article and other ordinances of the Town and suitable barricades shall be placed around such excavation and shall be sufficient to protect all persons.

From twilight to sunrise, sufficient electric lighting shall be kept near such excavations in order to protect all persons from injury or damage thereby. The person making such excavations shall be liable for all injuries or damages resulting from their failure to so guard such excavation, to give proper warning, and to protect persons and property on account of such excavations. Contractors shall comply with all requirements of OSHA and COSHA relating to excavation and the protection of workers and the general public.

Sec. 13-3-319. Sub-billing.

(a) The following terms, when used in this Section, shall have the meaning herein set forth unless the context of their use clearly indicates otherwise:

(1) *Administrative fee*: A fee to be paid by the tenant, not to exceed the actual costs incurred by the owner and/or charged by a third-party billing agent, for the calculation and collection of the sub-bill and maintenance of sub-billing records. The cost of installation, maintenance, or repair of infrastructure used for sub-billing may not be included in an administrative fee.

(2) *Dwelling unit*: A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation for one family.

(3) *Master-meter*: A meter used by Frederick to measure, for billing purposes, all water usage of a multi-family dwelling unit, a multiple use facility, or a manufactured home community.

(4) *Multi-family dwelling unit*: A building with three or more separate dwelling units.

(5) *Multiple use facility*: A commercial or industrial park, office complex, mall, or strip mall with multiple units that are rented or leased at intervals of one month or longer.

(6) *Owner*: The person or entity who has established a billing account with the Town to receive water service from the Town.

(7) *Sub-billing*: Water service, including monthly service charges, usage charges, and surcharges that are billed to an owner by the Town and then allocated, using sub-meters or any other allocation method, and billed to a tenant by the owner or billing agent in addition to the established rent amount.

(8) *Sub-metered service*: Water service that is master-metered for the owner and individually metered by the owner at each dwelling unit; water utility service measured by point-of-use sub-meters when all of the water used in a dwelling unit is measured and totaled.

(9) *Tenant*: A person who owns or is entitled to occupy a dwelling unit in a multi-family dwelling unit, or an individual unit in a multiple use facility or a manufactured home community, to the exclusion of others and, if rent is paid, who is obligated to pay for the occupancy under a written or oral rental agreement.

(b) Sub-billing by an owner itself, or by an owner through a third-party billing agent, shall be prohibited unless the owner complies with all of the following conditions:

(1) Prior to sub-billing, the owner must provide to the tenant to be sub-billed a detailed written explanation of the method used to allocate the charges to each tenant. This explanation must include the exact formula to be used to calculate the tenant's portion of the bill. This explanation must also disclose whether the tenant will be responsible for any portion of usage in common areas and facilities and landscape, as well as how such portion will be calculated. Such explanation must also disclose the existence and amount of any administrative expense and required deposit.

(2) Any method of sub-billing must be a pass-through method, in that the total of all charges for water service sub-billed to all units cumulatively shall not exceed the total amount billed by the Town. In the event that the tenants are not responsible for common areas and facilities and/or landscape usage, then the total of all charges for service sub-billed to all units cumulatively shall not exceed the total amount billed by the Town minus common areas and facilities and landscape usage. The owner shall not bill tenants for any late charges, interest, other penalties, reconnection fees, or deposits owed by the owner to the Town. The owner is responsible to the Town for the entire amount billed for service, regardless of the amount collected by sub-billing. The owner may collect an administrative fee, lawful late fees, dishonored check fees, and a deposit, provided such fees and deposit are disclosed to the tenant in advance and in writing. Such fees are in addition to the amount billed for water service and are therefore not included in the calculation of pass-through maximum billed amounts.

(3) Charges sub-billed must be itemized separately from each other and separately from any other utility billed by the owner. Combining charges, such as billing more for hot water than for cold water in an effort to recover power costs, is prohibited.

(4) The owner must maintain all necessary records from the preceding twelve-month period concerning sub-billing, including Town of Frederick bills, the allocation formula and/or sub-meter readings if used, and a list with the consumption and/or allocation and the dollar amount billed and collected from each dwelling unit. The owner must also maintain proof of compliance with the notification requirements of subsection (b)(1) of this Section. The tenant and/or a representative of the Town shall be allowed to review and copy these records, after redaction of all personally identifiable information, upon request during normal business hours. In the event such records are maintained at a location other than the master-metered property, the owner must make such records available at the master metered property within five business days of such request. There shall be no charge to review the records, but the owner may recover actual expenses for providing copies if requested.

(c) The provisions of this Section are intended to ensure a tenant is fully informed about sub-billing and to prevent the resale of Frederick water services at a rate higher than that charged by the Town. The Town will make no determination of whether sub-billing is permitted by, or the specific terms of, a private lease or other agreement between parties other than the Town. Nothing in this Section shall be construed to prevent an owner from including a tenant's cost of water service within the rent set forth in a rental agreement. The resolution of any individual billing dispute arising out of sub-billing is not the responsibility of the Town.

(d) Any owner who sub-bills a tenant, or causes a tenant to be sub-billed, and has failed to comply with any one or more of the above requirements shall be subject to a civil penalty of not more than \$500.00 for each sub-bill presented to a tenant, with a maximum of \$2500.00 assessed for each calendar month of violations. In the event that the owner is found to be in violation of this Section in a second action brought within two years, the maximum penalty amounts shall be doubled, and such violation shall be grounds for discontinuance of water service to the master-metered property.

Sec. 13-3-320. Utility service charges, delinquencies; remedies.

(a) Utility service charges, including but not limited to fees for water services, residential waste, and recycling collection and storm water drainage, are hereby declared to be parts of one debt to the Town insofar as the same affect any one customer or consumer, and the refusal or failure to pay any part of such debt for any period of service shall be sufficient cause for the Town to avail itself of any or all remedies as set forth in and in accordance with the provisions of this Chapter and applicable law.

(b) Payments toward amounts owed for utility services shall be applied first to delinquent amounts, then to late fees, then to restoration fees, and then to current service fees.

(c) If any charge imposed pursuant to this Chapter is not paid by the date due, the Town may avail itself of any or any combination of the following remedies, in addition to any other available remedies, to the extent not inconsistent with 11 U.S.C. Section 366:

(1) The Town may consider any utility service fee a lien upon the respective lots or parcels of land of each customer from the time when due and a perpetual charge against such lots or parcels of land until paid; the Town may foreclose any lien imposed by this Chapter in accordance with the law.

(2) The Town may maintain an action in any court of competent jurisdiction for the amount of the charge due and any interest, costs, and attorney's fees, as allowed by law.

(3) The Town may certify the amount of the charge due to the County Clerk and Treasurer, together with an assessment fee provided for by resolution, to become an assessment upon the property served and to be collected and paid over to the Town in the same manner as taxes.

(4) The Town may discontinue water service in the following manner:

a. The Town shall send a written discontinuation notice to the record owner stating that, absent timely full payment of delinquent service charges, water service to the property will be discontinued as of the first Tuesday of the month following the date of the notice.

b. If payment of any charge imposed pursuant to this Chapter is made by a dishonored check, a bad check fee in the amount established by resolution shall be imposed in addition to such charge, and such charge shall be considered delinquent in the same manner as if no payment had been made.

c. The payment of any charge imposed pursuant to this Chapter shall be considered delinquent if not received in the offices of the Town before the close of business, pursuant to office hours as established from time to time, on the last day specified for payment pursuant to this Chapter.

(d) If water service is discontinued as provided in this Section, water service shall not be reinstated to the property until all past due and current charges imposed pursuant to this Chapter and due the Town have been paid in full, including any restoration fee established herein for involuntary disconnections, as well as all amounts due the Town pursuant to any other fee, assessment, or other charge that has been imposed by the Town pursuant to this Code and/or has been made a lien against the property, including but not limited to inspection and testing fees.

Sec. 13-3-321. Water service charges.

(a) Water service charges are hereby levied and assessed for water and water service at the rates as set by the fee schedule adopted by resolution, which rates are hereby found, determined, and declared by the Board of Trustees to be equitable and just. All rates for water service shall be based on the TE defined in Section of this Code.

(b) Service charges for potable water—monthly rates.

(1) The monthly service charge per TE receiving water and per water-using property within the Town limits is as set by the fee schedule adopted by resolution.

(2) The monthly service charge per TE receiving water and per water-using property within the unincorporated subdivision known as Evanston in Weld County is as set by the fee schedule adopted by resolution.

(3) The minimum monthly service charge at the Frederick Elementary School, rated as equivalent to 30 dwelling units (TE 30), according to the formula $750 \text{ students} \times 0.04 \text{ TE per student}$, shall be as set by the fee schedule adopted by resolution.

(4) The minimum monthly service charge at the Frederick Middle/Senior High School, rated as equivalent to 27 single-family dwelling units (TE 27) according to the formula $675 \text{ students} \times 0.04 \text{ (TE} \times 0.60 \text{ AF/TE)}$ per student, shall be as set by the fee schedule adopted by resolution.

(5) The minimum monthly service charge for the Carbon Valley Recreation District for the Frederick Softball Facility shall be as set by the fee schedule adopted by resolution.

(6) The minimum monthly service charge for each one and one-half inch master-meter in the Prairie Greens Subdivision is as set by the fee schedule adopted by resolution.

(7) Bulk potable water for construction purposes within the Town may be obtained from the Town at a centrally located bulk water loading station operated by the Town, or from a construction hydrant meter authorized by the Town. All bulk water service shall be metered. The fee for water delivered from a bulk water loading station shall be collected at the time of delivery. The water delivered through a construction hydrant meter shall be billed to the contractor monthly. Water service charges for water from the bulk loading stations and construction hydrants shall be as set by the fee schedule adopted by resolution.

(c) *Service charges for non-potable water.* Monthly rates are established as follows:

(1) *Residential meters three-quarters (0.75) inches or less tap size.* The monthly service charge per tap within the Town limits is established as set by the fee schedule adopted by resolution.

(2) *Large and nonresidential services.* The monthly service charge per tap within the Town limits is established as set by the fee schedule adopted by resolution. (Annual projected demand shall be established by a demand analysis acceptable to the Town and will be used to establish the required meter size.)

(3) The monthly service charge per tap for services located outside of the Town limits is the same as the rates in subsections (c)(1), (2), and (3) of this Section, except that the monthly base rate for the tap size shall be double the rate shown for the same size tap within the Town limits. Note that service extended outside of Town limits must be approved by the Board of Trustees per Section 13-1-105 of this Code.

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(d) *Process for water service billing and payment of water service charges.* Water meter reading will be completed no later than the twenty-fifth of every month. Subject to technological difficulties, water usage bills shall be mailed to the record property owner on or before the first of every month. If the first of the month is on a Saturday, Sunday, or Town-observed holiday, the water usage bill shall be mailed the next business day. All water usage bills shall be due and payable on or before the fifteenth of the month billed. If the account is 60 or more days past due, written notice will be mailed by the twentieth of the month, or the next business day if such date falls on a Saturday, Sunday, or Town-observed holiday, as required by law. The late notice due date shall be the Tuesday before the first Wednesday of every month. Failure to pay any amount 30 days or more past due by 5:00 p.m. on the late notice due date will result in water service being turned off. If such date falls on a Town-observed holiday, the water shall be turned off the next business day. If payment of past due amounts, along with service restoration charges, is received in full by 5:00 p.m. on a regular business day, water service will be restored no later than the next business day.

(e) *Emergency circumstances.* In the event there is an emergency and a system-wide failure occurs, the water usage billing due dates may be adjusted to reflect a later due date at the sole discretion of the Town Manager or designee.

(f) These numerical/quantitative requirements and fees may be amended by resolution.

(g) *Penalty.* All unpaid water usage bills and assessments shall become liens against the water-using properties.

Sec. 13-3-322. On and off charges.

(a) Voluntary disconnection.

(1) It is recognized by the Town that the owners of certain water-using units may wish to turn off their water service during a portion of the year when the structure may be unattended and to turn on the water service when the structure is in use. Such temporary disconnection of water service may also be required to effect repairs to a service line.

(2) Voluntary disconnection and reconnection of existing service shall be made only under the following specific conditions:

- a. The owner of the water-using unit involved is not delinquent in the payment of any water service charges or fees at the time disconnection or reconnection to the system is desired; and
- b. Such disconnection and/or reconnection shall be made only by those persons approved and authorized for such work by the Town Manager or designee; and
- c. The minimum monthly service charge for the water-using unit or units involved is paid during the period of disconnection; and
- d. Prior to said disconnection, the owner of the water-using unit or units involved shall obtain a connect-disconnect permit from the Utility Billing Clerk. There shall be a basic fee as set by the fee schedule adopted by resolution paid to the Utility Billing Clerk at the time such permit is issued. The water will be turned on/off the next business day.

(b) Involuntary disconnection.

(1) Where water service is discontinued by the Town due to delinquency in the payment of water service charges, the owner of the delinquent water-using unit or units shall pay a service restoration fee as set by the fee schedule adopted by resolution for each occurrence.

(2) In the case where water service is temporarily discontinued for the installation of a new tap or for pipeline repairs of initial construction, there shall be no charge for turning the water on or off.

(c) Abandonment of water service.

(1) A water connection to the Town water system shall be considered to be abandoned upon 10 days' written notice to the owner and failure to cure, under any one of the following conditions:

- a. The service to a water-using unit or water-using property has been discontinued for nonpayment of service charges and said delinquency has not been rectified within three months of the discontinuance of service.
- b. The service to a water-using unit or water-using property has been voluntarily discontinued by the owner and the minimum monthly service charge has not been paid for a continuous 12 month period.

(2) In either of the above circumstances, the water connection shall be considered by the Town to be abandoned and, prior to reconnection, the owner of the water-using unit or water-using property shall either pay all delinquent fees and all costs to reactivate the tap, or pay a new plant investment fee for the use intended.

Sec. 13-3-323. Unpaid water bills a lien.

Failure to pay for water services supplied by the Town within 90 days of the billing date thereof shall result in certification to the County Treasurer the amount of unpaid charges and the name of the user and the name of the property owner if different from the name of the user. Such certified charges are to be collected and paid over to the County Treasurer in the same manner as taxes are authorized pursuant to state law.

Sec. 13-3-324. Other water sources.

No person shall in any way at any time connect or introduce water from any other source in, to, or with the Town water system.

Sec. 13-3-325. Irrigation standards.

(a) *Purpose.* To conserve water resources by establishing requirements for design, installation, and maintenance of automatic irrigation systems.

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(b) *Applicability.* The Design Standards and Construction Specifications shall apply to:

(1) *New development.* All new development where automatic underground irrigation of landscape areas is required, including all common area landscape tracts, tree lawns, private common open space, and private parks.

(2) *Individual residential lots.* The individual lots of single-family detached homes, two-family homes, and single-family attached duplex homes shall be required to comply only with equipment requirements and the final construction observation requirements of the Design Standards and Construction Specifications.

(3) *Replacement of existing irrigation systems.* Existing irrigation systems that are operating in an efficient manner and are not found to be wasting water as found in Section 13-3-326(b)(2) are exempt from these standards when performing routine maintenance, component up-grades, and repairs.

Commented [CF4]: Please confirm correct

(c) *Landscape plans.* All landscape plans required by the Town's Land Use Code shall carry a notation requiring compliance with these standards.

(d) *Irrigation design plan.* Prior to the installation of the irrigation system, the Engineering department shall approve a design plan prepared by a designer that complies with the system requirements specified in the Design Standards and Construction Specifications, submitted as an electronic DWG file in AUTOCAD and a PDF. The irrigation design plan shall accurately and clearly identify:

(1) *Designer qualifications.* The irrigation designer shall be a certified irrigation designer (commercial) as regulated by the irrigation association or a registered landscape architect with a current license issued by any state.

(2) *System requirements.* Systems shall be in conformance with the Design Standards and Construction Specifications.

(e) *Enforcement and penalty.* Any violation of this Section shall be considered a waste of water as defined in Section 13-3-326(b)(2) and the enforcement provisions of Section 13-3-326(b)(3) and Chapter 1 of the Town's Municipal Code shall apply. Upon the issuance of any violation notice, the system shall be adjusted within three days of notification for commercial properties and within seven days of notification for residential properties whenever irrigation water falls or runs onto hard surfaces such as sidewalks, streets, or driveways. Breakdowns or failures of the irrigation system shall be repaired within three days of notification for commercial properties and within seven days of notification for residential properties to avoid

Commented [SW5]: Water waste

Commented [CF6]: Sorry, I can't figure out where this is, or if it's a hole in our work.

Commented [SW7R6]: would this be the same as 13-3-326(b)(3) below?

unnecessary wasting of water. Any observed or reported wasting of water may result in penalties as described by Section 13-3-326(b)(3) and Chapter 1 of the Town's Municipal Code.

Sec. 13-3-326. Wise water use.

(a) *Generally.* The Town of Frederick encourages and promotes prudent use of the Town's water resources at all times. The Town will make available to the citizens and customers of the Town's water supply system information on water conserving practices as identified in the Town's water efficiency plan, as amended from time to time. In the case of a declared water shortage, the Town will provide information on the severity of the shortage and the actions or measures the Town is taking in response to the drought per the Town's Water Shortage Contingency Plan. The Town will provide information on any restrictions, curtailments, or prohibitions included in rules and regulations that are part of the Town's Water Shortage Contingency Plan.

(b) *Water use rules.* The following water use rules shall be followed:

(1) *Water leaks.* Plumbing, pipes, water meter connections, and irrigation systems shall be maintained and operated free of water leaks. Upon the issuance of a notice of violation pursuant to Municipal Code Chapter 1, a water leak shall be shut off or repaired by the property owner as soon as is practicable, but in no event more than 10 days from the date of the notice. Any water leak that continues beyond this 10-day period is hereby declared to be a public nuisance.

(2) *Water waste.* No customer or owner shall commit water waste. Upon the issuance of a notice of violation pursuant to Municipal Code Chapter 1, water waste shall be remedied as soon as is practicable, but in no event more than 10 days from the date of the notice. Any water waste that continues beyond this 10-day period is hereby declared to be a public nuisance. The following are considered to be water waste:

- a. The application of water to any of the following in a manner that results in pooling of water or a steady flow of water into storm drainage facilities, or onto other private property, streets, sidewalks, driveways, or other impervious surfaces:
 - i. any lawn, turf, sodded, or landscaped area;
 - ii. an impervious surface, such as a patio, driveway, garage; or
 - iii. a vehicle or other structure or object.
- b. the failure to comply with an order issued under subsection 13-3-326(b)(1) of this Code.

(3) Notwithstanding the enforcement provisions set forth in Municipal Code Chapter 1, the Town Engineer, or designee, may order the installation of a flow restrictor device at the cost of the property owner and/or a shut off of water service to a property if the Town Engineer reasonably finds that an extreme waste of water is occurring on the premises. If a flow restrictor is installed, the cost of the flow restrictor device will be added to the property owner's utility bill.

(c) *Conservation assistance, rebates, and incentives.* The Town may establish programs to assist customers or provide incentives to customers in order to reduce water consumption or system peak demands consistent with applicable Board-adopted plans. Such programs may include financial or technical assistance, incentives, or rebates, and shall be consistent with program objectives approved by the Town Engineer.

Commented [CF8]: Can't find this either. Are there penalties in this Chapter, or are we using the penalties in Ch. 1?

Commented [SW9R8]: also 13-3-326(b)(3)?

Sec. 13-3-327. Watering restrictions under Water Shortage Contingency Plan.

The Town has adopted a Water Shortage Contingency Plan to deal with critical water supply shortages or other emergency water supply conditions deemed to constitute an emergency affecting the health, safety, and welfare of residents of the Town. The Board of Trustees may suspend or impose the mandatory water use restrictions found in the Water Shortage Contingency Plan at any time by motion. The Town Manager may also suspend or impose the mandatory water use restrictions.

Sec. 13-3-328. Appeal of surcharge for excessive water use or for violation of mandatory restrictions.

A water customer aggrieved by any surcharge placed on the water user fee as a result of excessive use of water under the Water Shortage Contingency Plan, or regarding a violation of the mandatory restrictions of Section 13-3-327 of this Code, may appeal, in writing, to the Board of Trustees within fifteen days of the issuance of the bill. The appeal must include the appellant's name, mailing address, phone number, and address of the affected property, state the basis for the appeal, and cite to any relevant Code provisions or other applicable law. The Board of Trustees may sustain the appeal, dismiss the appeal, or modify the user surcharge owed, and shall decide the appeal within forty-five (45) days of its receipt. Notification of the decision shall be in writing and delivered personally or by first class mail.

Sec. 13-3-329. Exemption.

The Board of Trustees may, after a public hearing, grant a temporary exemption for existing water uses otherwise prohibited under any stage of drought in the Town's Water Shortage Contingency Plan. The process to apply for exemption can be found in the Water Shortage Contingency Plan.

Division 4 Cross-Connection Control

Sec. 13-4-400. Cross-connection prohibited; exception.

(a) It is unlawful for any person to have a connection between a private line carrying well water and a line carrying Town water, or to make, install, maintain, or permit to exist any other cross-connection between the Town's or user's potable water system and any pipe, plumbing fixture, tank, receptacle, equipment, or other appurtenance on the user's premises, unless it is protected with a backflow prevention assembly approved by the Town.

(b) No water connection to any premises shall be installed or maintained by the utility unless the potable water supply is protected as required by state laws and regulations and this Code. The Public Works Director or designee shall discontinue water utility service to any premises if it is found that an unprotected cross-connection exists on the premises, or that a backflow prevention assembly required under this Section has not been installed and tested, or that the required backflow prevention assembly has been removed, bypassed, improperly maintained, or improperly tested. Service shall not be restored until such conditions or defects are corrected to the satisfaction of the Public Works Director.

Sec. 13-4-401. Backflow prevention assembly.

The extent of cross-connection control and the type of backflow prevention assembly to be required shall depend upon the degree of hazard presented by the cross-connection on the premises. When backflow prevention assemblies are required, they shall be installed at the service connection or location designated by the Public Works Director or designee. The assembly shall be located so as to be readily accessible for in-line maintenance and testing and where no part of the assembly will be submerged.

Sec. 13-4-402. Contamination prohibited.

A user of Town water is responsible for preventing pollutants and contaminants from entering the user's potable water system and the Town's water system. A user's responsibility starts at the point of delivery of Town water to the private service line and includes all of such user's water systems. A user shall install, operate, test, and maintain backflow prevention assemblies at the user's expense, as directed by the Town or the State, and keep accurate records of tests and repairs made to such assemblies in accordance with the provisions of this Section and any derivative rules, regulations, policies, and procedures.

Sec. 13-4-403. Prevention program.

(a) The Public Works Director or designee is authorized and directed to conduct surveys as to the extent of cross-connection problems and establish a program to control and eliminate cross-connection hazards. The Town Board may, upon recommendation of the Public Works Director or designee, adopt by ordinance such supplemental rules and regulations as may be necessary to implement and administer the cross-connection control program. It shall be unlawful for any person to violate any such rules and regulations enacted by the Town Board pursuant to this Section.

(b) The Public Works Director or designee may adopt minor additions, revisions, and corrections to the supplemental rules and regulations as may, in the judgment of the Public Works Director or designee, be necessary to better conform to good engineering and/or standards and practice. The Public Works Director shall approve only those proposed technical revisions that:

- (1) Are consistent with all existing policies relevant to the revisions;
- (2) Do not result in any significant additional cost to persons affected by the revision; and
- (3) Do not materially alter the standard or level of service to be accomplished through the specified infrastructure.

(c) Upon adoption of any technical revisions pursuant to the authority of this subsection, the Public Works Director shall provide to the Town Clerk documentation of such technical revisions specifying the date upon which they shall become effective, and shall maintain said documentation on file in the permanent records of the Town Clerk and Utility Services and available for public inspection.

Sec. 13-4-404. Inspection of system.

The customer's water system should be open for inspection at all reasonable times to authorized representatives of the Town development department to determine whether cross connections or other structural or sanitary hazards, including violations of these regulations, exist. When such a condition becomes known, the Public Works Director or designee shall deny or immediately discontinue service to the premises by providing for a physical break in the service line until the customer has corrected the condition in conformance with state statutes and this Code relating to plumbing and water supplies and the regulations adopted pursuant thereto.

Sec. 13-4-405. Discontinuation of service for violation.

When as a result of inspection by authorized representatives of the infrastructure department a condition involving violation of this Article resulting in a health or sanitary hazard is determined to exist, the Public Works Director or designee will immediately discontinue service to the premises until the customer has corrected the condition in conformance with this Article. With respect to any other violation of these regulations determined to exist by the Public Works Director or designee, the Public Works Director may, with notice as applicable, discontinue service to the premises until the customer has corrected the condition or, in the case where the Chief Building Official has declared a building to be dangerous, until such time as the Chief Building Official has verified that the building is no longer dangerous.

Sec. 13-4-406. Standards and tests.

(a) Any backflow prevention devices required in this division shall be of a model and size approved by Public Works Director or designee. The term “approved backflow prevention device” shall mean a device that has been manufactured in full conformance with the Standards and Specifications and that has met completely the laboratory and field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research (FCCC and HR) of the University of Southern California established by Specifications of Backflow Prevention Devices, No. 69-2, dated August 1980, which is adopted by reference as the Town laboratory and field performance specifications. Final approval shall be evidenced by a certificate of approval issued by an approved testing laboratory certifying full compliance with the AWWA standards and FCCC and HR specifications.

(b) The following testing laboratory has been qualified by the Public Works Director or designee to test and certify backflow preventers: Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California, University Park, Los Angeles, CA 90007.

(c) Testing laboratories other than the laboratory listed in subsection (b) of this Section will be added to an approved list as they are qualified by the Public Works Director or designee. Backflow preventers that may be subjected to back pressure or back siphonage that have been fully tested and have been granted a certificate of approval by the qualified laboratory and are listed on the laboratory’s current list of approved devices may be used without further test or qualifications.

Sec. 13-4-407. Inspections and testing of backflow prevention devices.

It shall be the duty of the customer, user, or owner at any premises where backflow prevention devices are installed to have certified inspections and operational tests made at least once per year. In those instances where the Public Works Director or designee deems the hazard to be great enough, the Public Works Director or designee may require certified inspections at more frequent intervals. These inspections and tests shall be at the expense of the water user and shall be performed by the device manufacturer’s representative, by certified Public Works Director or designee, or by a certified tester approved by the Public Works Director or designee. The customer, user, or owner shall notify the Public Works Director in advance when the tests are to be undertaken so that the Public Works Director or designee may witness the tests if it is so desired. These devices shall be repaired, overhauled, or replaced at the expense of the customer, user, or owner whenever the devices are found to be defective. Records of such tests, repairs, and overhaul shall be kept and made available to the Public Works Director.

Sec. 13-4-408. Preexisting backflow prevention devices.

All installed backflow prevention devices that do not meet the requirements of this division but that were approved devices for the purposes described in this division at the time of installation and that have been properly maintained shall, except for the inspection and maintenance requirements under Section 13-4-407, be excluded from the requirements of these rules so long as the Public Works Director or designee is assured that they will satisfactorily protect the utility system. Whenever the existing device is moved from the present location or requires more than minimum maintenance, or when the Public Works Director or

designee finds that the device constitutes a hazard to health, the unit shall be replaced by a backflow prevention device meeting the requirements of this division.

Sec. 13-4-409. Health hazards.

As a condition of receiving water service from the Town, the Town may refuse to provide the service for any use that would constitute a health hazard to the Town or County.

Sec. 13-4-410. Change of use of water prohibited.

It shall be prohibited for any person or persons to alter, change, enlarge, or extend in any manner whatsoever the type of use for which water was originally taken and used from the Town water utility without the express written consent of the Town.

Sec. 13-4-411. Civil actions.

The Town shall have the right to recover all sums due under the terms of this Article by judgment and execution thereon through civil action in any court of competent jurisdiction. Such remedy shall be cumulative with all other remedies herein for the enforcement of this Article.

Section 4. Effective date. This ordinance shall be published and become effective as provided by law.

Section 5. Severability. If any part, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Town Board hereby declares that it would have passed the ordinance, including each part, section subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses, or phrases are declared invalid.

Section 6. Repealer. All ordinances, resolutions, and motions of the Board of Trustees of the Town of Frederick or parts thereof in conflict with this ordinance are, to the extent of any conflict with this ordinance, hereby superseded and repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance, resolution, or motion, nor revive any ordinance, resolution, or motion thereby.

INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED THIS ____ DAY OF MAY, 2024.

ATTEST

TOWN OF FREDERICK

By _____,
_____, Town Clerk

By _____
Tracie Crites, Mayor



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

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

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

Consider Awarding a Contract for Design Services for Frederick Public Works Facility at 7400 Eagle Blvd.

Agenda Date: Town Board Meeting – May 14, 2024

Attachments:

- a. Resolution 24-R-32
- b. Professional Services Agreement
- c. RB+B Proposal

Finance Review: Kurtis Adams
Finance Director

Submitted by: Jason Leslie / Alan Issac
Deputy Town Manager / Facility Manager

Approved for Presentation: Bryan Ostler
Town Manager

Quasi-Judicial Legislative Administrative

Strategic Plan Alignment:



Strategic, Reliable & Sustainable Infrastructure: This request aligns with the Town's Strategic Plan by investing in future infrastructure while planning for sustainable growth and development.

Summary Statement:

Proposals to perform design services necessary for the construction of a public works facility were opened on March 4, 2024, and staff is providing a recommendation for the award of this project to the most qualified firm.

Built on What Matters.

Detail of Issue/Request:

On Feb 2, 2024, the Town solicited proposals to provide design services for a new public works facility to be located at 7400 Eagle Blvd. Sixteen firms submitted proposals which were reviewed by a selection committee comprised of Town staff.

Staff are recommending this contract be awarded to RB+B Architects, Inc. as the lowest qualified bidder.

Awarding this contract will attain services that include, but are not limited to:

- the usual and customary structural, mechanical, and electrical engineering services
- Schematic Design Documents
- Design Development
- Construction Documents
- Construction Phase Services
- Evaluations of Work

Legal Comments:

The Town's Town Attorney has reviewed the professional services agreement and drafted the resolution.

Alternatives/Options:

The Town has the option of awarding the contract for this work, to reject any negotiated scope and fee, or re-bid a different contract scope with budgeted funds.

Financial Considerations:

The funding source for this contract is within the available funds from the Capital Facilities Fund in an amount not to exceed \$2,138,500.00.

Staff Recommendation:

Staff recommends that the Board award the contract and approve the attached resolution.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-32**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, TO AWARD
A CONTRACT FOR DESIGN SERVICES FOR FREDERICK PUBLIC WORKS
FACILITY AT 7400 EAGLE BOULEVARD AND AUTHORIZING THE TOWN
MANAGER TO EXECUTE THE CONTRACT**

WHEREAS, the Town is in the process of development a public works facility at 7400 Eagle Boulevard; and,

WHEREAS, this process requires professional design services, including structural, mechanical, and electrical engineering, schematic design documents, design development, construction documents, construction phase services, and evaluations of work; and,

WHEREAS, the Town solicited proposals to perform such design services; and,

WHEREAS, the Town received proposals from sixteen firms, which were reviewed by a selection committee comprised of Town staff; and,

WHEREAS, the Board of Trustees finds that the lowest qualified bidder for this contract award is RB+B Architects, Inc.

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

1. The Board of Trustees accepts the bid of RB+B Architects, Inc. in an amount not to exceed \$2,138,500.00 as the lowest qualified bid for design services for the Frederick Public Works Facility as reflected in the accompanied Action Memorandum and authorizes the Town Manager to sign a contract, subject to finalization and review by the Town Attorney, that is substantively the same as the attached Exhibit A.

INTRODUCED, READ, PASSED, AND SIGNED THIS 14th DAY OF MAY 2024.

TOWN OF FREDERICK

By: _____
Tracie Crites, Mayor

ATTEST:

By: _____
_____, Town Clerk

AIA[®] Document B133[®] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 30th day of April in the year 2024.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

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

and the Architect:
(Name, legal status, address, and other information)

RB+B Architects, Inc.
315 E. Mountain Avenue, Suite 100
Fort Collins, CO 80524
(970) 484-0117

for the following Project:
(Name, location, and detailed description)

Town of Frederick Public Works Facility
7400 Eagle Boulevard
Frederick, Colorado

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1901147205)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Project includes the design of a new Public Works Facility for the Town of Frederick. The building program anticipates three building types:

- Administrative Office Buildings of approximately 45,000 SF
- Maintenance Shop & Storage of approximately 14,000 SF
- Vehicles & Equipment of approximately 14,000 SF

Further project information as outlined in the Owner's RFP issued on February 2, 2024.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The site is approximately 8-acres in size and is bordered on three sides by public rights-of-way. Further project information as outlined in the Owner's RFP issued on February 2, 2024.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Anticipated Hard Construction Costs: \$30,000,000.00 (Thirty Million Dollars)

Furniture Fixtures & Equipment (FF&E): \$800,000.00 (Eight Hundred Thousand Dollars)
Owner Furnished: \$800,000.00 (Eight Hundred Thousand Dollars)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Program Verification completed mid May 2024
Schematic Design (SD) completed mid July 2024

Design Development (DD) completed late October 2024 with 50% DD checkpoint in mid-September and 90% DD checkpoint mid-October 2024

Construction Documents (CD) completed mid-late February 2025, with 50% CD checkpoint mid December 2024, and 90% CD checkpoint mid February 2025.

.2 Construction commencement date:

May 2025

.3 Substantial Completion date or dates:

East portion February 2026
Full project July 2027

.4 Other milestone dates:

Site master plan will take into account access to property which may dictate arrangement. Design Phase to continue expediently per milestone dates listed, however construction may be delayed. As of date of contract execution, the full project buildout is July 2027, but could vary.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Phased construction may be required to address the Owner's possession of the property and the relocation of the existing facility. Site plan construction sequence will be phased to meet Owner's dates.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

There is no anticipated Sustainable Objective for this Project.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the

agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective. Sustainability goals will be set during programming and SD, but no certification is expected.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Alan Isaac, Facilities Manager
Town of Frederick
(720) 382-5808
aisaac@frederickco.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Jeannie Mabey, Administrator
Dunakilly Management Group
jmabey@dunakilly.com

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

.2 Land Surveyor:
Martin and Martin

.3 Geotechnical Engineer:
Kumar

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

Commissioning Agent not yet selected

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Rebecca Spears, AIA, LEED AP
RB+B Architects, Inc.
315 E. Mountain Ave., Suite 100
Fort Collins, CO 80524
(970) 488-3854
rspears@rbbarchitects.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

JVA, Inc.
213 Linden Street, Suite 200
Fort Collins, CO 80524

.2 Mechanical Engineer:

Design Point Engineering
19 Old Town Square, Suite 258
Fort Collins, CO 80524

.3 Electrical Engineer:

McNutt & Associates
19 Old Town Square, Suite 258
Fort Collins, CO 80524

.4 Civil Engineer:

Farnsworth Group
223 Willow Street
Fort Collins, CO 80524

.5 Landscape Architect:

BHA Design
111 S. Meldrum Street, Suite 110
Fort Collins, CO 80521

.6 Building Envelope/Commissioning:

Group 14
1325 East 16th Avenue
Denver, CO 80218

.7 Irrigation Design:

Aqua Engineering
300 Boardwalk Drive, Unit 4B
Fort Collins, CO 80525

§ 1.1.12.2 Consultants retained under Supplemental Services:

These Consultants are As-Required:

.1 Traffic Study Consultant:

Delich & Associates
2272 Glen Haven Drive
Loveland, CO 80538

.2 Acoustical Consultant:

Wave Engineering
1100 W. Littleton Blvd., Suite 420
Littleton, CO 80210

§ 1.1.13 Other Initial Information on which the Agreement is based:

Owner RFP for Town of Frederick Public Works Facility issued February 2, 2024.
RB+B RFP Response dated 3/4/24

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than two million dollars (\$ 2,000,000.00) each accident, two million dollars (\$ 2,000,000.00) each employee, and two million dollars (\$ 2,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than three million (\$ 3,000,000.00) per claim and in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 Included as Exhibit I of this Agreement, the Architect has submitted, , a schedule for the performance of the Architect's services. The schedule includes design phase milestone dates, as well as the anticipated dates for the

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commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule includes allowances for periods of time required for the Owner and Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, and for approval of submissions by authorities having jurisdiction over the Project., time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of

Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. Processing Time is spelled out in Architect's Project Manual Section 01 33 00, in general 15 days. Sequential Reviews allow 21 days.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental/As-Required Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Included in base
§ 4.1.1.2 Programming	Included in base
§ 4.1.1.3 Multiple Preliminary Designs	Included in base
§ 4.1.1.4 Measured drawings	Included in base
§ 4.1.1.5 Existing facilities surveys	Included in base
§ 4.1.1.6 Site evaluation and planning	Included in base
§ 4.1.1.7 Building Information Model management responsibilities	Included in base
§ 4.1.1.8 Development of Building Information Models for post construction use	BIM for construction is available
§ 4.1.1.9 Civil engineering	Included in base
§ 4.1.1.10 Landscape design	Included in base
§ 4.1.1.11 Architectural interior design	Included in base
§ 4.1.1.12 Value analysis	Included in base
§ 4.1.1.13 Cost estimating	Through CMGC hiring
§ 4.1.1.14 On-site project representation	Periodic Site Observation
§ 4.1.1.15 Conformed documents for construction	Included in base
§ 4.1.1.16 As-designed record drawings	Included in base
§ 4.1.1.17 As-constructed record drawings	From GC’s markups
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect’s coordination of the Owner’s consultants	As Needed
§ 4.1.1.22 Telecommunications/data design	Per Owner
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	By Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Applicable
§ 4.1.1.27 Furniture, furnishings, and equipment design	Will Assist Owner
§ 4.1.1.28 Other services provided by specialty Consultants	Not Applicable
§ 4.1.1.29 Other As-Required Services	
§ 4.1.1.29.1 Traffic Study	Architect
§ 4.1.1.29.2 Acoustics	Architect

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§ 4.1.2 Description of As-Required Services

§ 4.1.2.1 A description of each As-Required Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Traffic Engineering is if additional engineering or design is required following the initial demand study.

Acoustic Engineering is if sound sensitive areas are identified in the planning and need in-depth evaluation and recommendations.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;

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- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Four (4) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Weekly visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within 40 (forty) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. All payments and costs shall be subject to annual appropriations by Owner in compliance with Colorado law. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case

not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect’s obligation to indemnify and hold the Owner and the Owner’s officers and employees harmless does not include a duty to defend. The Architect’s duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction within Weld County, Colorado

[] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

Init.

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not Applicable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Program Verification:	\$86,934
Public Outreach:	\$15,916
Schematic Design:	\$326,925
Design Development:	\$487,971
Construction Documents	\$665,346
Construction Administration:	\$516,908
East:	\$435,413
West:	\$81,495

TOTAL: \$2,100,000.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Traffic Study:	\$9,000
Acoustics:	\$29,500

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As negotiated ahead of time between the Owner and the Architect.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

As negotiated ahead of time between the Owner and the Architect

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	thirty	percent (	30	%)
Construction Phase	thirty	percent (	30	%)
Program Verification	four	percent (	4	%)
Public Outreach	one	percent (	1	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those

portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Rate Chart Below.

Employee or Category	Rate (\$0.00)
Principal	\$216
Director of Design	\$175
Senior Project Manager	\$175
Project Manager/Architect	\$144
Non-Licensed Architect	\$103
Director of Interior Design	\$144
Senior Interior Designer	\$124
Interior Designer	\$113
Marketing	\$155
Administrator	\$98

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- 1 Typical and foreseeable expenses such as mileage, copies, in-house printing, etc. are covered in the Professional Fee.
- 2 Site Review specific expenses such as notification letters, signage posting, etc. are also covered by the Professional Fee.
- 3 Submittal, Review, and Development fees are not included and are expected to be paid by the Owner.
- 4

(Paragraphs deleted)

Costs for printing of hard-copy submittals (if required by the Owner), mylars for recording, presentation boards, material boards, etc. are estimated to be less than \$8,000.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

Not Applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

Init.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 % per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

No Special Terms or Conditions.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

April 17, 2024

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[
(Paragraphs deleted)

X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Architect Proposal dated March 4, 2024
Full Schedule and Design Schedule dated April 19, 2024

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

- See attached Signature Page-

- See attached Signature Page-

OWNER *(Signature)*

Tracie Crites
Mayor of Town of Frederick
(Printed name and title)

ARCHITECT *(Signature)*

Matt Arabasz, AIA, ALEP, LEED AP^{BD+C}
Principal
(Printed name, title, and license number, if required)

Init.
/

Signatures Page

Matt Arabasz
Digitally signed by Matt Arabasz
DN: C=US,
E=marabasz@rbbarchitects.com,
O="RB+B Architects, Inc.",
OU=Principal, CN=Matt Arabasz
Date: 2024.05.01 15:10:29-06'00'

Additions and Deletions Report for

AIA® Document B133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:58:31 MT on 05/01/2024.

PAGE 1

AGREEMENT made as of the 30th day of April in the year 2024.

...

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

...

RB+B Architects, Inc.
315 E. Mountain Avenue, Suite 100
Fort Collins, CO 80524
(970) 484-0117

...

Town of Frederick Public Works Facility
7400 Eagle Boulevard
Frederick, Colorado

...

TBD
PAGE 2

The Project includes the design of a new Public Works Facility for the Town of Frederick. The building program anticipates three building types:

- Administrative Office Buildings of approximately 45,000 SF
- Maintenance Shop & Storage of approximately 14,000 SF
- Vehicles & Equipment of approximately 14,000 SF

Further project information as outlined in the Owner's RFP issued on February 2, 2024.

...

The site is approximately 8-acres in size and is bordered on three sides by public rights-of-way. Further project information as outlined in the Owner's RFP issued on February 2, 2024.

...

Anticipated Hard Construction Costs: \$30,000,000.00 (Thirty Million Dollars)
Furniture Fixtures & Equipment (FF&E): \$800,000.00 (Eight Hundred Thousand Dollars)
Owner Furnished: \$800,000.00 (Eight Hundred Thousand Dollars)

PAGE 3

Program Verification completed mid May 2024
Schematic Design (SD) completed mid July 2024
Design Development (DD) completed late October 2024 with 50% DD checkpoint in mid-September and 90% DD checkpoint mid-October 2024

Construction Documents (CD) completed mid-late February 2025, with 50% CD checkpoint mid December 2024, and 90% CD checkpoint mid February 2025.

...

May 2025

...

East portion February 2026
Full project July 2027

...

Site master plan will take into account access to property which may dictate arrangement. Design Phase to continue expediently per milestone dates listed, however construction may be delayed. As of date of contract execution, the full project buildout is July 2027, but could vary.

...

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

Phased construction may be required to address the Owner's possession of the property and the relocation of the existing facility. Site plan construction sequence will be phased to meet Owner's dates.

...

There is no anticipated Sustainable Objective for this Project.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective. Sustainability goals will be set during programming and SD, but no certification is expected.

PAGE 4

Alan Isaac, Facilities Manager
Town of Frederick
(720) 382-5808
aisaac@frederickco.gov

...

Jeannie Mabey, Administrator
Dunakilly Management Group
jmabey@dunakilly.com

...

Martin and Martin

...

Kumar

...

~~.4 Civil Engineer:~~

...

Commissioning Agent not yet selected

PAGE 5

Rebecca Spears, AIA, LEED AP
RB+B Architects, Inc.
315 E. Mountain Ave., Suite 100
Fort Collins, CO 80524
(970) 488-3854
rspears@rbbarchitects.com

...

JVA, Inc.
213 Linden Street, Suite 200
Fort Collins, CO 80524

~~.2 Mechanical Engineer:~~ .2 Mechanical Engineer:

Design Point Engineering
19 Old Town Square, Suite 258
Fort Collins, CO 80524

...

.3 Electrical Engineer:

McNutt & Associates
19 Old Town Square, Suite 258
Fort Collins, CO 80524

...

~~.3 Electrical Engineer:~~ .4 Civil Engineer:

Farnsworth Group

223 Willow Street
Fort Collins, CO 80524

.5 Landscape Architect:

BHA Design
111 S. Meldrum Street, Suite 110
Fort Collins, CO 80521

.6 Building Envelope/Commissioning:

Group 14
1325 East 16th Avenue
Denver, CO 80218

.7 Irrigation Design:

Aqua Engineering
300 Boardwalk Drive, Unit 4B
Fort Collins, CO 80525

PAGE 6

These Consultants are As-Required:

.1 Traffic Study Consultant:

Delich & Associates
2272 Glen Haven Drive
Loveland, CO 80538

.2 Acoustical Consultant:

Wave Engineering
1100 W. Littleton Blvd., Suite 420
Littleton, CO 80210

...

Owner RFP for Town of Frederick Public Works Facility issued February 2, 2024.
RB+B RFP Response dated 3/4/24

PAGE 7

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than two million dollars (\$ 2,000,000.00) each accident, two million dollars (\$ 2,000,000.00) each employee, and two million dollars (\$ 2,000,000.00) policy limit.

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User Notes:

(1901147205)

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than three million (\$ 3,000,000.00) per claim and (\$~~—~~) in the aggregate.

...

§ 3.1.3 ~~As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, Included as Exhibit I of this Agreement, the Architect has submitted,~~ a schedule for the performance of the Architect's services. The schedule ~~shall include~~ includes design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule ~~shall include~~ includes allowances for periods of time required for the ~~Owner's review, for the Owner and~~ Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, ~~for the performance of the Owner's consultants,~~ and for approval of submissions by authorities having jurisdiction over the ~~Project. Once approved by the Owner, Project,~~ time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

PAGE 11

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. Processing Time is spelled out in Architect's Project Manual Section 01 33 00, in general 15 days. Sequential Reviews allow 21 days.

PAGE 13

§ 4.1 Supplemental Services

§ 4.1 Supplemental/As-Required Services

...

§ 4.1.1.1	Assistance with Selection of Construction Manager	Included in base
§ 4.1.1.2	Programming	Included in base
§ 4.1.1.3	Multiple Preliminary Designs	Included in base
§ 4.1.1.4	Measured drawings	Included in base
§ 4.1.1.5	Existing facilities surveys	Included in base
§ 4.1.1.6	Site evaluation and planning	Included in base
§ 4.1.1.7	Building Information Model management responsibilities	Included in base
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>BIM for construction is available</u>
§ 4.1.1.9	Civil engineering	Included in base
§ 4.1.1.10	Landscape design	Included in base
§ 4.1.1.11	Architectural interior design	Included in base
§ 4.1.1.12	Value analysis	Included in base
§ 4.1.1.13	Cost estimating	<u>Through CMGC hiring</u>
§ 4.1.1.14	On-site project representation	<u>Periodic Site Observation</u>
§ 4.1.1.15	Conformed documents for construction	Included in base
§ 4.1.1.16	As-designed record drawings	Included in base
§ 4.1.1.17	As-constructed record drawings	<u>From GC's markups</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19	Facility support services	<u>Not Provided</u>
§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>As Needed</u>
§ 4.1.1.22	Telecommunications/data design	<u>Per Owner</u>
§ 4.1.1.23	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24	Commissioning	<u>By Owner</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26	Historic preservation	<u>Not Applicable</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Will Assist Owner</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Not Applicable</u>
§ 4.1.1.29	Other Supplemental-As-Required Services	
	§ 4.1.1.29.1 Traffic Study	<u>Architect</u>
	§ 4.1.1.29.2 Acoustics	<u>Architect</u>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2 Description of As-Required Services

§ 4.1.2.1 A description of each Supplemental-As-Required Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Traffic Engineering is if additional engineering or design is required following the initial demand study.

Acoustic Engineering is if sound sensitive areas are identified in the planning and need in-depth evaluation and recommendations.

PAGE 15

- .1 Four (4) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 ~~(—)~~ Weekly visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within 40 (forty) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. All payments and costs shall be subject to annual appropriations by Owner in compliance with Colorado law. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

PAGE 19

— Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction within Weld County, Colorado

...

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional~~

person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 8.4~~ The provisions of this Article 8 shall survive the termination of this Agreement.

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

PAGE 20

None

...

Not Applicable

PAGE 22

Program Verification:	\$86,934
Public Outreach:	\$15,916
.2 <u>Percentage Basis</u> Schematic Design:	\$326,925
(Insert percentage value) Design Development:	\$487,971
Construction Documents	\$665,346
() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.	
Construction Administration:	\$516,908
East:	\$435,413
.3 <u>Other</u> West:	\$81,495
(Describe the method of compensation)	
TOTAL:	\$2,100,000.00

...

Traffic Study:	\$9,000
Acoustics:	\$29,500

...

As negotiated ahead of time between the Owner and the Architect.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:

...

As negotiated ahead of time between the Owner and the Architect

...

Schematic Design Phase	<u>fifteen</u>	percent (	<u>15</u>)	%)
Design Development Phase	<u>twenty</u>	percent (	<u>20</u>)	%)
Construction Documents Phase	<u>thirty</u>	percent (	<u>30</u>)	%)
Construction Phase	<u>thirty</u>	percent (<u>30</u>)	%)
Program Verification	<u>four</u>	percent (<u>4</u>)	%)
Public Outreach	<u>one</u>	percent (<u>1</u>)	%)

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See Rate Chart Below.

...

<u>Principal</u>	<u>\$216</u>
<u>Director of Design</u>	<u>\$175</u>
<u>Senior Project Manager</u>	<u>\$175</u>
<u>Project Manager/Architect</u>	<u>\$144</u>
<u>Non-Licensed Architect</u>	<u>\$103</u>
<u>Director of Interior Design</u>	<u>\$144</u>
<u>Senior Interior Designer</u>	<u>\$124</u>
<u>Interior Designer</u>	<u>\$113</u>
<u>Marketing</u>	<u>\$155</u>
<u>Administrator</u>	<u>\$98</u>

...

- ~~.1 Transportation and authorized out-of-town travel and subsistence; Typical and foreseeable expenses such as mileage, copies, in-house printing, etc. are covered in the Professional Fee.~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; Site Review specific expenses such as notification letters, signage posting, etc. are also covered by the Professional Fee.~~
- ~~.3 Permitting and other fees required by authorities having jurisdiction over the Project; Submittal, Review, and Development fees are not included and are expected to be paid by the Owner.~~
- ~~.4 Printing, reproductions, plots, and standard form documents;~~
- ~~.5 Postage, handling, and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses;~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~
- ~~.12 Other similar Project-related expenditures. Costs for printing of hard-copy submittals (if required by the Owner), mylars for recording, presentation boards, material boards, etc. are estimated to be less than \$8,000.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

...

Not Applicable
PAGE 24

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1% per month

...

No Special Terms or Conditions.

...

April 17, 2024

...

AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as
Constructor Edition dated as indicated below.
—(Insert the date of the E234 2019 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:

...

Architect Proposal dated March 4, 2024

Full Schedule and Design Schedule dated April 19, 2024

PAGE 25

Tracie Crites
Mayor of Town of Frederick

Matt Arabasz, AIA, ALEP, LEED AP^{BD+C}
Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:58:31 MT on 05/01/2024 under Order No. 4104246911 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Built On What Matters

RBB ARCHITECTS

Architectural & Engineering Services for a New Public Works Facility

Town of Frederick, Colorado

March 4, 2024

rbbarchitects.com



Table of Contents



Windsor Readiness Center, Vehicle Maintenance Facility, Windsor, CO

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3 Project Team	16
4 Schedule	28
5 Value & Cost/Fee	30



Cover Letter

3/4/2024

Alan Isaac, Facilities Manager, Town of Frederick
aisaac@FrederickCO.gov

Jeannie Mabey, Owner's Representative, Dunakilly Management Group
jmabey@dunakilly.com

Re: RFP Response for Architectural & Engineering Services
Town of Frederick, New Public Works Facility

Dear Alan, Jeannie, and Members of the Selection Committee,

Architectural projects all include a component of creative problem-solving: looking at challenges and opportunities, expanding our thinking, and exploring original solutions that deliver functional and comfortable space. However, the new Frederick Public Works Facility includes additional moving parts, linked to other organizations (Agilent) and their associated project schedule. Like any project with moving parts, this one will require a team of critical thinkers and designers to engage your stakeholders, work collaboratively, and develop a phasing plan that is economical and efficient to build your new facilities.

Understanding Complex Phasing

It can be a complicated task to juggle phasing of various portions of a site, working through the relocation of departments and users during each phase, and then mitigating the challenges of the current labor and materials markets to maintain a proper schedule. RB+B Architects brings just this type of experience, giving you confidence that we can manage the variables and keep your project on track. Our firm has been working with Northern Water on their Berthoud Campus Expansion and have spent the last four years managing all phases of this project. Concurrently, we also faced similar schedule challenges with Northern Water's New West Slope Headquarters Campus project in Granby, working efficiently through design and early phases of construction to get ahead of challenging winter conditions in the mountains.

Proposed Team

We have proposed a team of individuals who deliver a diversity of experience that will be beneficial to the scope of this project. Our team includes me (Rebecca Spears), Principal in Charge, as well as Eleanor Fuller, an Associate and our Project Manager who is excellent at managing large teams and detailed lists of scope items throughout a project's duration. Dylan Huey joins our team as Job Captain, and Shannon Sudmeier as RB+B's Director of Interior Design. All four of us have worked on the various phases of these projects for Northern Water and have successfully led teams of RB+B staff on past projects through a combination of leadership, management, and creativity that our clients have come to know and respect from RB+B.

Our consultant team brings an equally high level of experience and service, also from past collaboration with our firm on municipal work. Each professional excels in their respective disciplines, and we have coordinated with them all on many successful projects over the years.



The RB+B Difference

RB+B is an experienced choice for this project—our portfolio of projects spans small master plans through \$135 million new facilities. We regularly work for public entities where funding is fixed, and schedules cannot move. Our experience on large-scale, phased campuses means we understand that adequately managing many moving parts is necessary to a project's success. While our firm has been in business for over 70 years, we are most proud of the sustainable, high-performance buildings we have delivered across Northern Colorado and the creative staff who make up our firm's collective fingerprint today.

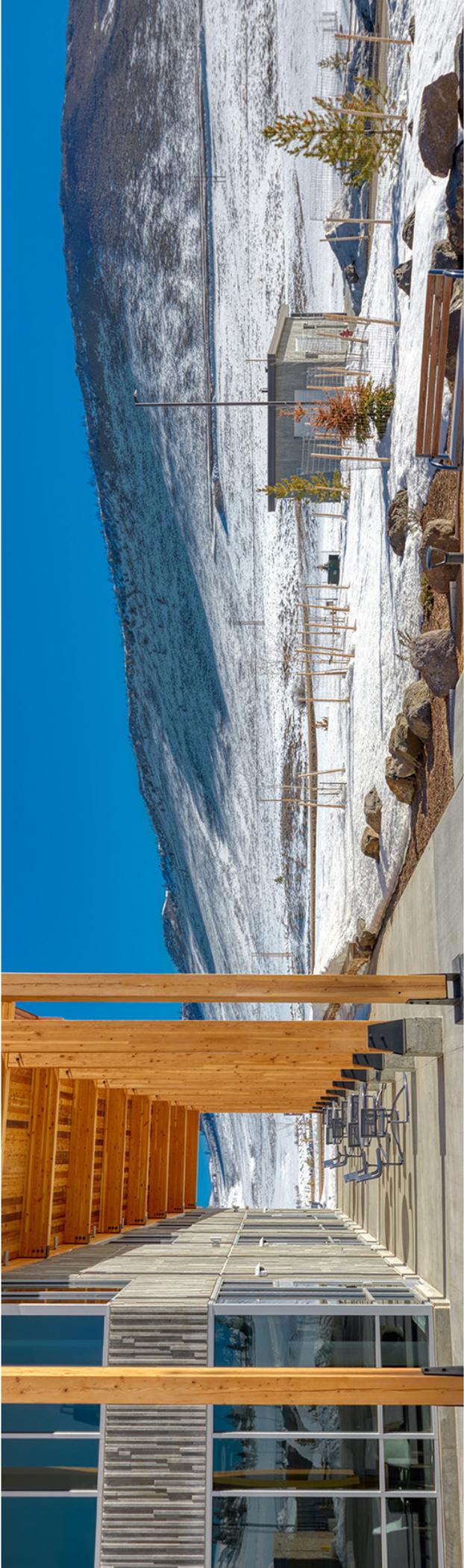
We very much appreciate your consideration as we submit our proposal for this essential, new facility for the Town of Frederick, and we look forward to the opportunity of interviewing with you after the Qualifications Process.

Respectfully Submitted,

Rebecca Spears, AIA, LEED AP
Principal in Charge
970-488-3854 | rspears@rbbarchitects.com



Relevant Experience



Northern Water Willow Creek Campus, Granby, CO

Relevant Experience: Design Team shall demonstrate relevant experience designing improvements and providing construction administration services for projects of comparable scope and complexity at similar facilities.

It can be a complicated task to juggle phasing of various portions of a site, working through the relocation of departments and users during each phase, and then mitigating the challenges of the current labor and materials markets to maintain a proper schedule on a project. RB+B Architects brings just this type of experience, working with public institutions and municipalities across the Northern Colorado Front Range. The following project case studies are just a sampling of work, and focus on office facilities, municipal buildings, transportation and maintenance, and work for the State of Colorado government.

NORTHERN WATER GRANBY

Granby, Colorado

Client Contact
Craig Friar, cfriar@northernwater.org

Project Size 46,000 SF

Construction Cost \$28.1 Million

Completion Date 2022

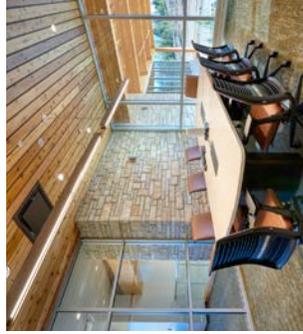
Project Description

This 46,000 SF building combines conference facilities, offices, and operation/control center functions with large vehicle/equipment maintenance and storage uses for Northern Water, the entity that helps to deliver clean water to more than one million residents in Northeastern Colorado.

With a remote mountain location, there were no utilities to this site. Power, fiber, and gas were brought to the site and a well with filtration and purification systems is used for fresh water. An OWTS (onsite water treatment system) was designed for wastewater and a pond and pumphouse were constructed to provide water for fire suppression. With a short building season between winter weather, and in response to a concern about wildfires, precast concrete was selected as the main construction material.

Situated on a wide open ranch, the building is positioned to take advantage of southern exposure for north/south daylighting and beautiful views to the east from the conference area. With concerns on the amount of snow this site gets, maximizing the solar exposure of the entrance and main yard while having no north-facing doors was very important. Natural lighting is implemented in the shops and vehicle bays. Natural materials with colors and textures that blend with the rustic surroundings are incorporated.

The facility is LEED Gold Certified.



NORTHERN WATER PHASE I

Berthoud, Colorado

Client Contact
Jerry Gibbens, jgibbens@northernwater.org

Project Size Phase I: 50,000 SF

Construction Cost Phase I: \$24.6 Million

Completion Date 2022

Project Description

Northern Water's primary purpose is delivering water to Northeastern Colorado for agricultural, municipal, domestic and industrial uses by operating existing, and implementing new water supply projects. They also focus on water conservation, water quality, environmental stewardship, and regional water supply planning. With more growth on the front range and increased responsibilities of Northern Water, they have more employees and equipment and need more office and storage buildings to accommodate them. RB+B's master plan for this client calls for approximately doubling the building square footage on the Headquarters site over several phases, and updating their security and functional operations with a new System Control Center. New site amenities such as secure parking for employees, additional parking for guests, and new demonstration gardens and pavilion are currently under construction.

Phase I of this multi-phase project included the addition of three new buildings and their associated site work. Building F involves a three-story office building. Building H is a pre-engineered metal building housing vehicle storage as well as a small conference room and locker room wing. Building K, also a pre-engineered building, is used for storage.

The project is on track for LEED Silver Certification.



NORTHERN WATER PHASE II/IIA

Berthoud, Colorado

Client Contact
Jerry Gibbens, jgibbens@northernwater.org

Project Size

- Phase II: 37,400 SF New, 51,800 SF Renovation
- Phase IIA: 3,000 SF Pavilion
- Phase II: \$34.4 Million
- Phase IIA: 3,000 SF Pavilion
- All phases by 2025

Construction Cost

Completion Date

Project Description

Following up to the initial Master Plan and Phase I of its implementation, the scope of the second phase of the Northern Water Berthoud Campus Expansion extensively renovates the primary office building on the campus, reconfigures its board room, adds a new secure lobby, and a three-story office wing. It also expands parking areas and demonstration gardens.

Lastly, a covered outdoor meeting area with restrooms was added to assist with educational programs and internal conference needs.

The final phase of the master plan includes mail, maintenance and storage facilities. All buildings were designed with similar building forms and materials for a unified feel. Care was taken to design efficient vehicular and pedestrian connections from building to building and demonstration gardens were incorporated throughout the landscape to create a park-like feel throughout.



ESD TRANSPORTATION FACILITY

Eaton, Colorado

Client Contact
Josh Higgins, (970) 454-3402

Project Size 19,700 SF
Construction Cost \$6.9 Million
Completion Date 2021

Project Description

The new site for Eaton School District's new, district-wide transportation hub houses three primary facilities: a maintenance building, a transportation building, and ample parking (both covered and not) for the District's fleet of cars, vans, and buses (and for the personal vehicles belonging to the bus drivers).

The two buildings are pre-engineered metal structures containing office space, meeting space, and shop space. Additionally, basic shipping/receiving and centralized food service functions are being planned for on this site as the need for these functions will increase as the District continues to mature.



WINDSOR READINESS CENTER

Windsor, Colorado (Army National Guard)

Client Contact
Domenick Scarimbolo, (303) 517-9468

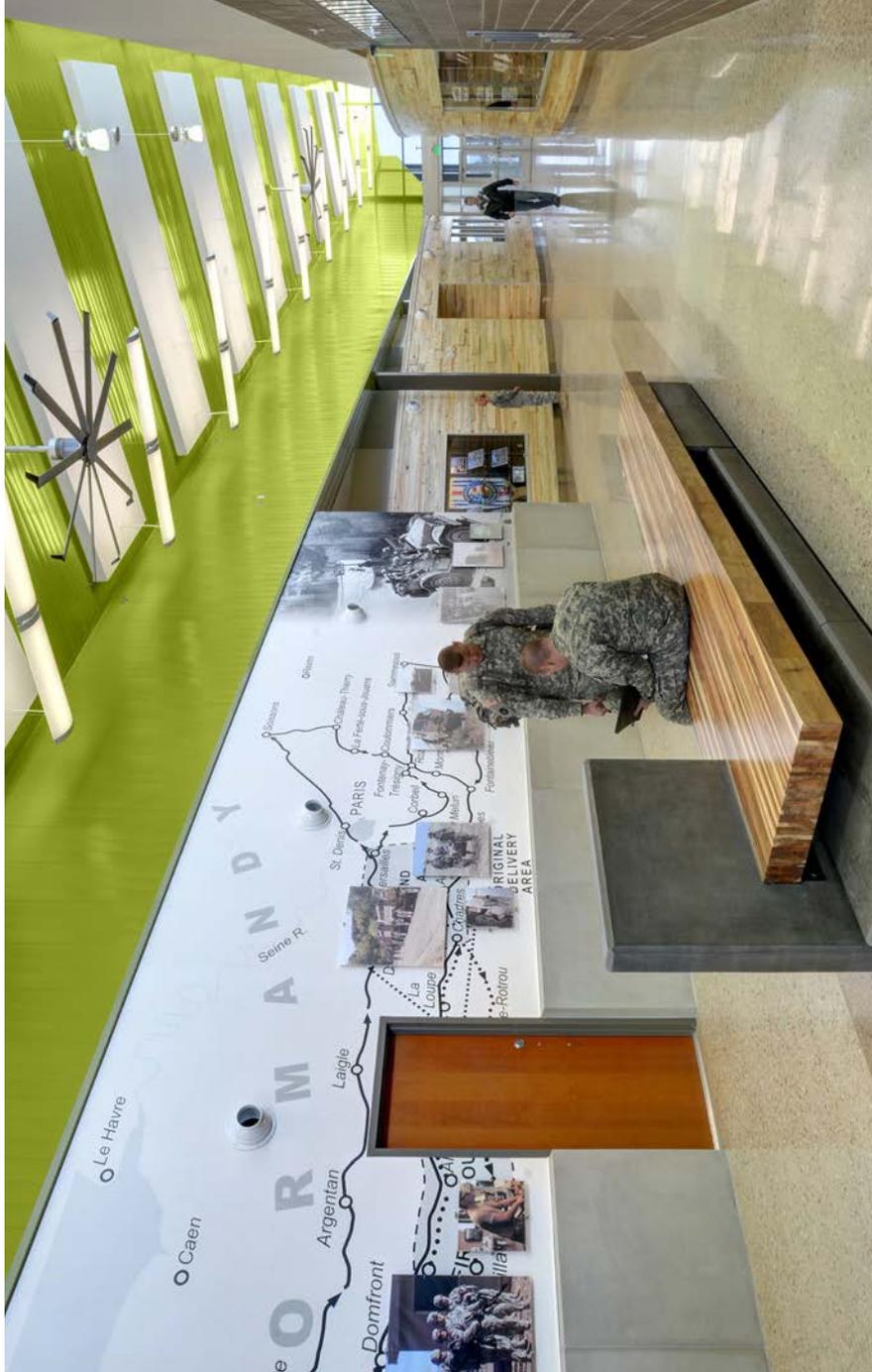
Project Size 30,715 SF
Construction Cost \$10.5 Million
Completion Date 2012

Project Description

As the first Army National Guard facility in the nation to achieve LEED Platinum, the new Windsor Readiness Center houses the 157th FSC (Forward Support Company) of the Colorado Army National Guard. The development of the 17-acre site includes a 30,715-SF primary facility with assembly hall, classrooms, learning center, kitchen, administration, separate unit equipment and individual equipment storage, and vehicle maintenance training bays. Supporting facilities include military vehicle parking, personnel owned vehicle parking, loading platform, and a vehicle wash bay.

Physical security measures are incorporated into the design including maximum standoff distances from roads, property lines, parking areas, and vehicle unloading areas. Cost effective energy conserving features are incorporated into the design. Enhanced HVAC/MEP systems are also included.

Sustainable features include proper building orientation, daylighting and views throughout, a high performance building envelope, ground-source heat exchange system, and an installed photovoltaic array that produces 63,000 kWh annually. Recycled, reclaimed, and regional materials were used throughout, including FSC certified wood and finishes that don't off gas harmful chemicals into the interior environment. Operable windows and individual control of systems, lighting and HVAC all contribute to the building's high performance nature.



FCLWD MASTER PLAN

Fort Collins/Loveland, CO

Client Contact
Sandra Bratlie, (970) 226-3104 x 106

Project Size Master Plan
Construction Cost N/A
Completion Date 2020

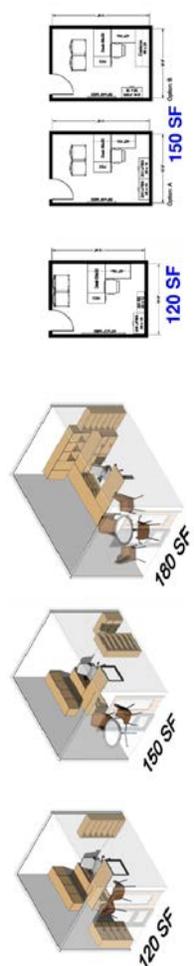
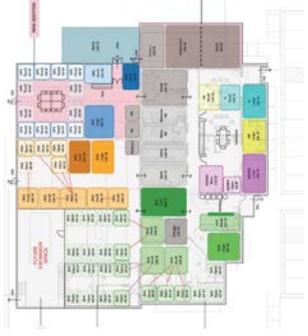
Project Description

Fort Collins Loveland Water District is the entity that maintains water infrastructure for currently 17,000 residences/business between Harmony Road and the middle of Loveland, up into the foothills and out to Timnath and Windsor. They work with developers who are putting in new housing and commercial developments to approve the water and sewer lines, and then, after completion, they assume maintenance for the system. FCLWD receives, treats, distributes and constantly monitors water quality while working with customers for billing and conservation. This district currently has a main Filter Plant, six storage tanks, two booster stations, six lift stations and 650 miles of underground water lines.

Their existing headquarters was built in 2000 and houses roughly 30 employees in customer service, engineering, and operations. With expected expansion to 25,000 services in the next 10 years, the District sees a need for more office and vehicle/equipment storage and maintenance space.

RB+B completed a master plan for their main campus, determining improvements needed for their existing facilities (such as upgraded HVAC and new security system) plus areas of expansion with additions and new storage/maintenance buildings. The master plan includes cost projections to help prioritize projects.

We have completed Step 1 of the City Site Review process to gain the Additional Permitted Use to cover the planned expansion on this site.



Project Approach



Boulder Jewish Community Center, Boulder, Co

Project Approach: Design Team shall provide a narrative describing the project approach indicating how the Design Team will effectively complete the scope of the project.

Project Understanding

This project includes the design of a new Public Works Facility for the Town of Frederick. The site is approximately 8-acres in size and is bordered on three sides by public rights-of-way. The building program anticipates three building types:

- Administrative Office Building; +/- 45,000 SF
- Maintenance Shop & Storage: +/- 14,000 SF
- Vehicles & Equipment: +/-14,000 SF

The hard cost construction budget for the projects is \$30 million and the project will be delivered via a CMGC process. The CM will be selected at 50% Design Development.

Provided Services

Our approach involves the delivery of the following professional services:

- Program Verification
- Public Outreach, including meetings in both Spanish and English
- Completion of Milestone Deliverables at SD, DD, and CD phases
- Attendance at regular design meetings
- Attendance at constructability reviews with the CM Permitting Services
- Construction Administration Services
- Attendance at weekly OAC Meetings during construction
- Providing As Built Drawings and Closeout Documents



How We Work with You

We appreciate your RFP thoroughly details what the expectations and deliverables are for each phase of design. Thus, we've focused our approach on how we work with you during each phase of design.

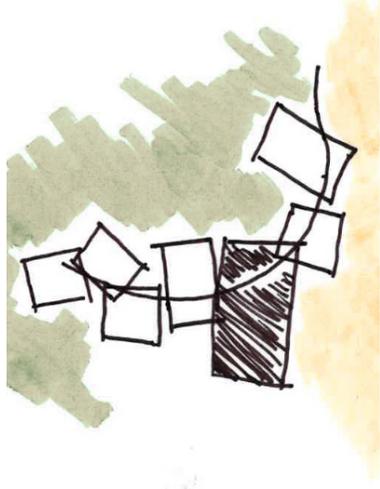
Information Gathering

Understanding how your existing facility functions today hinges on three things from our team: collecting as much information as we can, asking a lot of questions, and listening to the feedback we receive during this process. Building a solid foundation of knowledge is the starting point for a successful design of your replacement facilities. We will also work with you to identify who key players and decision makers will be during the design process.



Visioning

If we polled a group of your leadership, facilities personnel, or current staff to find out how they would envision the new facility's look and feel, the answers might have some variation; there would also be some commonalities. During this stage of the process our design team will orchestrate interactive brainstorming sessions and explore the potential of what the new Headquarters could become.



Program Verification and Concept Exploration

We've gathered information, established a vision, and identified key players for the project. Now our design team will guide you through issues of adaptability and flexibility, technology, functional design trends, and what kinds and sizes of spaces will best work for your facilities. This phase takes "asking questions" and, based on the outcomes of the Project Visioning phase, applies what we have learned and transforms that information into an action plan. Together we will explore questions such as: "How can the buildings best be accessed onsite? What are the most important spaces for the facilities and what types of adjacencies should these spaces have?" Our team will put numbers and sizing to spaces, resulting in a program plan that includes room quantities, square footage calculations, and costs. Next, we'll conceptualize how your spaces can work together to achieve maximum efficiency and functionality.



Schematic Design

Schematic Design is the beginning of concept refinement. During meetings at this stage, continual input will be received and integrated into the design. Relevant design, cost and constructability issues will be brought forth and responded to. Our team will work closely with you to develop a practical design solution for the buildings and begin selection of major building systems and construction materials. All of this work will accommodate your goals for innovative systems and technologies and yet remain sensitive to being good stewards of your fiscal resources.

The CMGC will be selected during this time and our design team will help you to solicit and evaluate proposals from CMs.

At the conclusion of Schematic Design, our team will deliver a milestone submittal with narratives, visuals, plans, and estimates in a pdf or digital flip book format for your review and comment.

Public Outreach and Communications

During the activities relating to public outreach throughout Schematic Design and moving forward, we'll provide summary documents, narratives, and visual information to gather input and also convey the design intent of the project. All publicly shared materials will be produced in both English and Spanish, and a Spanish translator will be involved at each public and focus group meeting.

Design Development

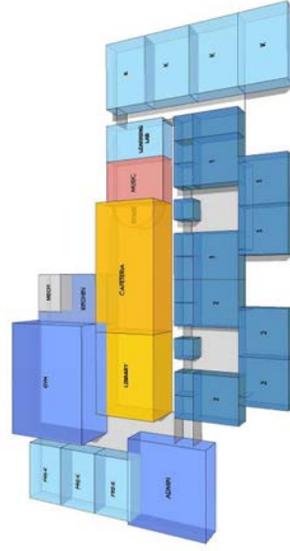
Design refinement, technical aspects and details of the overall project begin to take form during the DD phase. Cost and constructability issues will be revisited during this phase. We will continue our process of "circling back" with your Design Advisory Group to ensure the design is meeting the needs brought forth early in the project. This phase will allow us to complete a code and accessibility analysis, confirm MEP systems and equipment, select interior finishes and color schemes, as well as exterior materials and aesthetics. FF&E coordination will begin and plans will be refined. All deliverables that you have outlined in your RFP will be included. Biweekly meetings occur.

The CMGC will join the team at the 50% DD milestone. Cost workshops, stakeholder meetings, and bi-weekly meetings occur during this phase.

Quality Control review occurs regularly with an internal QC representative at RB+B to check in with the design team and lend perspective in assuring sustainability goals are incorporated and remain in tact as designed throughout the process. A more in-depth QC review occurs at the DD phase.

Construction Documents

At this stage of the project, the design has been developed and refined and we now begin working through details. Regular review meetings will be conducted between the Design Team, Consultants, CMGC, and the Town of Frederick/Dunakilly to ensure timely decision making and appropriate progress occurs. During this phase, we also will assist you with FF&E. It's good to have



MAIN FLOOR

input in office furniture while finishing up CDs so that we can coordinate power locations and other infrastructure with selected furnishings. In regards to shop equipment—both new and existing—we will verify all MEP requirements as well as sizes and required clearances. Oftentimes the procurement of FF&E needs to happen early to ensure it all arrives on time.

Another Quality Control review session occurs at the 50% CD milestone. Our QC specialist will support the team in developing details, troubleshooting potential issues, suggesting more sustainable practices and more constructable details.

Permitting & Procurement

To minimize printing costs, ensure accuracy, and align with your goals of digital coordination, we will utilize electronic distribution of Bid Documents. For cost control, we will work with you and the selected CMGC to identify a number of alternates to be developed for pricing. The Design Team will coordinate with the CMGC to answer design or construction queries. Adjustments or clarifications will be documented in addenda.

Construction Administration

RB+B feels there is no substitute for being onsite during the construction administration phase and we typically budget more of our time to this phase than other firms might. Being available helps to maintain a strong relationship with the CMGC and identify any areas needing attention early, thus preventing problems before they arise. Our office is local; if an immediate need arises that requires our attention, we can be onsite quickly.

Closeout

At this stage, your entire staff will be anxious to move in to your new facilities. We'll make this process as seamless as possible as we coordinate installation of furniture, fixtures and equipment, assist you with logistics of move-in, and complete the punch list so that no item is left outstanding.

Post-Construction

When RB+B begins a project, we view it as the beginning of a long-term relationship. Post construction is simply a continuation of that relationship, where we take the time to ensure you are satisfied with your building and make sure it's operating as it was designed.



Project Team



Process Renderings of New Vista High School Design Competition

Project Team: Design Team shall provide the names and professional resumes of each team member along with estimated amount of time dedicated to this project. Identify each Consultant firm and their responsibilities. Identify the primary contact for the Design Team, and their overall role and responsibility.

Overview of Team and Primary Contact

The RB+B Design Team has been selected based on past experience with similar projects, experience collaborating as a team, and each individual's current workload and projected capacity.

The RB+B Team includes:

- Rebecca Spears, Principal in Charge
- Eleanor Fuller, Project Manager
- Dylan Huey, Job Captain
- Shannon Sudmeier, Director of Interior Design
- Brianne Smith, Quality Control and Specifications

Additional staff support the team in developing documents during the Construction Document phase, and as needed.

Project Team

Roles and Responsibilities

Rebecca Spears, AIA, LEED AP, Principal in Charge

Providing overall leadership and management throughout the project, Rebecca ensures the Design Team is asking the right questions in establishing project goals, making proper progress in meeting those goals, and making good value decisions with your construction dollars. She routinely reviews the Design Team's work for alignment with your goals. You will interact with Rebecca regularly during initial programming and design activities, at project milestones during later stages of design, and periodically during construction. Internally, RB+B's staff will interact with her daily throughout the project.



Estimated Time Commitment

Rebecca's time commitment:

Design: 50%
Construction: 25%

Eleanor Fuller, AIA, Project Manager

Eleanor is an experienced project manager whose clients consistently praise her for her strong work ethic, ability to communicate effectively, and desire to ensure projects are completed successfully. Internally, Eleanor works hand in hand with each member of the design team to bring the project to life. She will serve as your day to day contact, will direct daily contact with consultants and the Contractor, develops, implements, and manages the projects schedule, and tracks and manages the project budget.

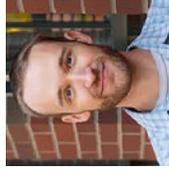


Eleanor's time commitment:

Design: 90%
Construction: 90%

Dylan Huey, Assoc AIA, Job Captain

Dylan helps coordinate consultants and manages document production throughout the project process. He works closely with Eleanor daily, and will be on site regularly during construction of the project. He works closely with the contractor throughout the construction administration phase, and is responsible for managing the Revit model and coordinating Consultant Drawings with Architectural Drawings.



Dylan's time commitment:

Design: 100%
Construction: 75%

Shannon Sudmeier, IIDA, LEED AP, Director of Interior Design

As the firm's Director of Interior Design, Shannon leads a team of three additional interior designers to work with project teams and develop the interior space planning and finishes for projects. She is responsible for selection of finishes, casework design, and the use of materials and color in the project. Shannon works closely with you to create interesting, environmentally responsible and energetic interiors, while supporting the functional needs of the building program. She will also coordinate closely with the selected FF&E vendor.



Shannon's time commitment:

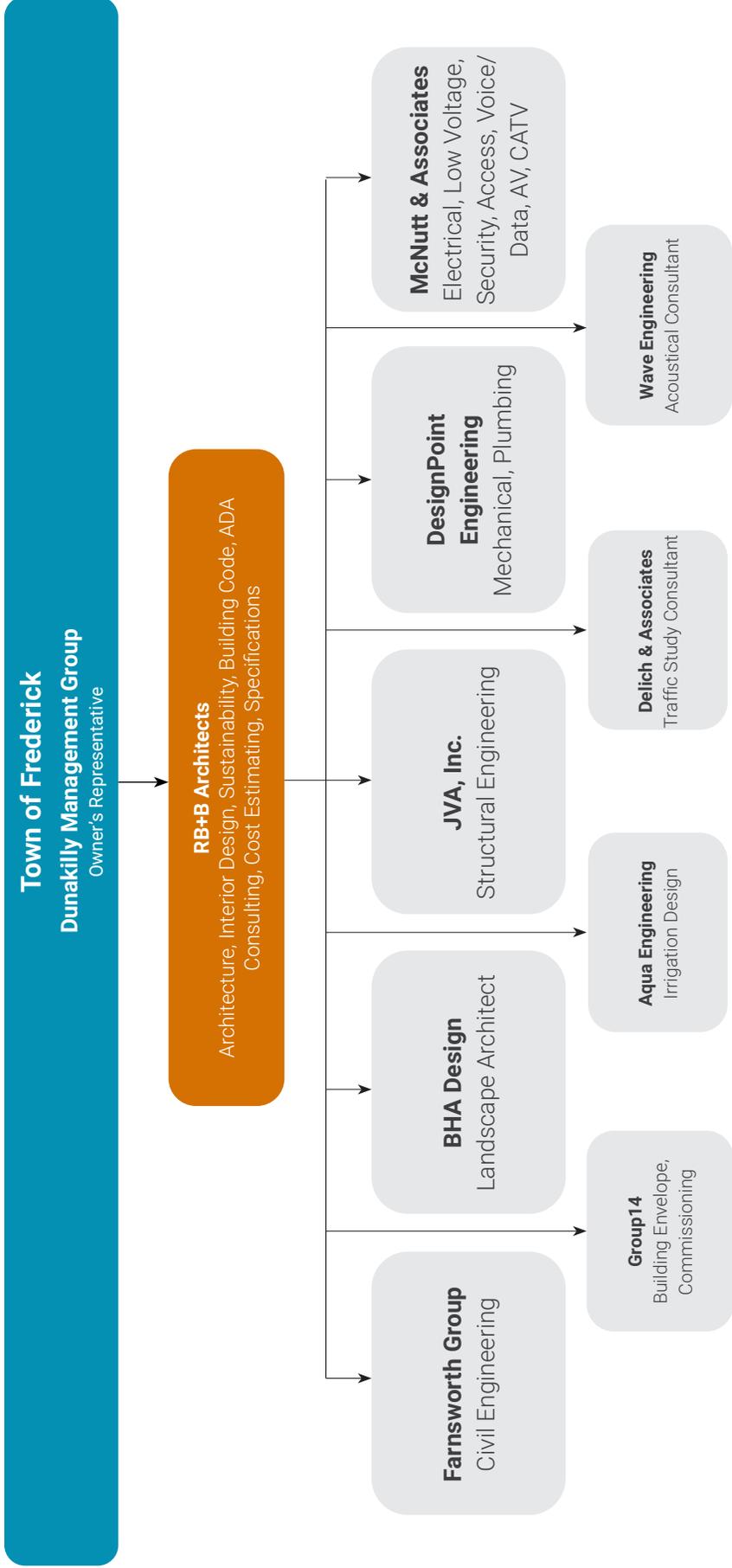
Design: 50%
Construction: 25%

During times leading up to drawing deadlines, we have additional staff who can support the project team. We also have a Design Director who lends input into early design decisions, and a Specifications & Quality Control Manager who leads the spec process and meets with the design team regularly to review drawings, details, and to offer non-biased input.

Project Team

Organizational Chart

Our consultant team has been selected for their past experience collaborating with RB+B on similar campus projects, their location, and their available staffing.



Resumes

Resumes for both RB+B Key Personnel and our Consultants follow.



REBECCA SPEARS AIA, LEED AP
Principal in Charge (RB+B Architects)

As a Principal at RB+B, Rebecca is an organized orchestrator. She enjoys working with clients in the beginning stages of design to draw out, define, and form their visioning, since this sets the stage for the rest of a project. She is a great listener and brings that skill to projects to help understand and meet clients' goals and leads the office Friday Break Design Chat, Knowledge Share, and Project Share collaborations. Outside the office, Rebecca serves on a foundation board for charitable giving and volunteers building trails. She also enjoys camping, mountain biking, snowboarding, volunteering and travel—sometimes combining these.



Northern Water Willow Creek Campus, Granby, CO

YEARS WITH RB+B
25

EDUCATION

Bachelor of Arts in Architecture, 1984 Iowa State University
Master of Architecture, 1989 Iowa State University, Tau Sigma Delta Academic Honor Society in Architecture

REGISTRATION

Licensed Architect, CO

MEMBERSHIPS/

AFFILIATIONS

Past President, Colorado North Chapter of the American Institute of Architects
Past Secretary, Colorado Chapter of the American Institute of Architects
Board of Directors, Engle Family Foundation, a Charitable Giving Organization
Past Volunteer, Poudre School District, Fort Collins, Colorado

RELEVANT PROJECT EXPERIENCE

Northern Water Willow Creek Campus, Granby, CO

Principal in Charge, 42,000 SF, \$28.1 Million, 2022

Northern Water Phased Campus Expansion, Berthoud, CO

Principal in Charge, 3 Phases, 90,400 SF New, 51,800 SF Ren, \$61.1 million, Est. 2026

Boulder Jewish Community Center and Early Childhood Center, Boulder, CO

Principal in Charge, 53,000 SF, LEED Certified, \$18.8 million, 2016

Westminster Field Artillery Readiness Center, Westminster, CO

Principal in Charge, 26,000 SF, \$19.1 Million, Est. 2026

Morning Fresh Dairy and Noosa Headquarters, Bellvue, CO

Principal in Charge, 71,000 SF, \$12.3 Million, 2012-14

Northern Water Master Plan, Berthoud, CO

Principal in Charge, Campuswide Master Plan, 2020

Fort Collins Loveland Water District Master Plan, Fort Collins, CO

Principal in Charge, Campuswide Master Plan, 2020

Odell Brewing Company 2013 Expansion, Fort Collins, CO

Principal in Charge, 14,000 SF Expansion, \$5 million, 2014

Denver Jewish Day School Phase I and II Expansion, Denver, CO

Principal in Charge, 30,000 SF Renovation/22,000 SF Addition, \$24.4 million, Est. 2025

New Early Childhood Education at Maddox, Englewood, CO

Principal in Charge, new 37,000 SF, \$13.8 million, 2018

Northern Water Phase I Expansion Berthoud, CO



Odell Brewing Company Expansion Fort Collins, CO





ELEANOR FULLER AIA Project Manager (RB+B Architects)

A transplant from Kansas, Eleanor is a Project Manager whose clients consistently praise her for running meetings efficiently and ensuring no detail is left unaddressed in a project. She effectively manages consultants and RB+B's internal team when working on intense deadlines and tight schedules. Eleanor's favorite part of the design process is seeing the digital buildings we've created come alive with people once they become a reality.

YEARS WITH RB+B
11

EDUCATION

Bachelor of Architecture,
2008, University of Kansas

REGISTRATION

Licensed Architect, CO

MEMBERSHIPS/

AFFILIATIONS

American Institute of
Architects



Northern Water Campus Expansion
Berthoud, CO



Northern Water Willow Creek
Campus, Granby, CO



Kelly Walsh HS Auto Shop/CTE
Casper, WY

RELEVANT PROJECT EXPERIENCE

Northern Water Willow Creek Campus, Granby, CO

Project Manager, 42,000 SF, \$28.1 Million, 2022

TruFit Athletic Club, Fort Collins, CO

Project Manager, 28,000 SF, \$5.2 million, 2018

Northern Water Phased Campus Expansion, Berthoud, CO

Project Manager, 3 Phases, 90,400 SF New, 51,800 SF Reno, \$61.1 million, Est. 2026

Monterey Community School Renovation, Denver, CO

Project Manager, 39,000 SF Renovation/9,300 SF Addition, \$11.6 million, 2021

Louisville Elementary School Renovation, Louisville, CO

Project Manager, 61,451 SF, \$4.6 million, 2019

Trailside Academy P-8 School, Mapleton, CO

Project Manager, 72,300 SF, \$17.3 million, 2019

Kelly Walsh High School Replacement and Pool, Casper, WY

Project Manager, replacement 335,685 sf, \$86 million, 2018

Tjardes School of Innovation Renovation, Greeley, CO

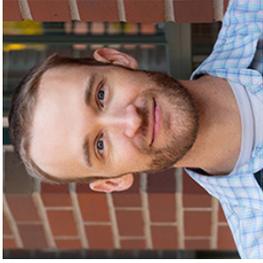
Project Manager, 15,000 SF of Renovation, \$1.6 million, Est. 2024

Milliken Elementary School, Milliken, CO

Project Team Member, 60,000 SF Renovation, \$9 million, 2023

Journey Elementary and Preschool, Casper, WY

Project Team Member, new 53,000 SF, \$11.5 million, 2017



DYLAN HUEY ASSOC AIA
Job Captain (RB+B Architects)

A Job Captain for RB+B, Dylan is a team player and is always willing to serve wherever he is needed on a project. He enjoys working in collaborative environments both with fellow RB+B team members as well as clients. For this project, Dylan will manage consultants and coordinate the document development effort. He'll be onsite weekly during construction.

Internally, Dylan is on RB+B's Sustainability Committee. In his free time, Dylan enjoys golfing, hiking, spending time with family, working on old cars, and playing drums and guitar.

YEARS WITH RB+B

4

EDUCATION

Bachelor of Environmental Design with Architecture Emphasis, University of Colorado, Boulder, 2009

MEMBERSHIPS/

AFFILIATIONS

American Institute of Architects (AIA)



Prospect Sports, Fort Collins, CO



Northern Water Campus Expansion
Berthoud, CO



Eaton High School, Eaton, CO

RELEVANT PROJECT EXPERIENCE

Northern Water Willow Creek Campus, Granby, CO

Job Captain, 42,000 SF, \$28.1 Million, 2022

Northern Water Phased Campus Expansion, Berthoud, CO

Job Captain, 3 Phases, 90,400 SF New, 51,800 SF Reno, \$61.1 million, Est. 2026

Prospect Sports, Fort Collins, CO

Job Captain, 36,000 New SF, \$10.5 million, Est. 2025

Morning Fresh Dairy Operations Office

Project Manager, 13,000 SF Replacement, \$600,000, 2023

Morning Fresh Dairy HCC Addition

Project Manager, 1,375 SF Addition, 2023

Acadia Farms Pump Houses

Project Manager, 1,000 SF, 2023

New Eaton High School, Eaton, CO

Job Captain, 1,426 SF Replacement, \$63 million, 2022

Eaton School District Transportation Facility, Eaton, CO

Job Captain, 19,700 SF Facility, \$5.6 million, 2021

Platte Valley Schools Bond Projects 2019, Kersey, CO

Job Captain, District-Wide Renovations/Additions, 2021



YEARS WITH RB+B
6

EDUCATION

Bachelor of Science in Interior Design, Colorado State University, 2006

REGISTRATION/ CERTIFICATIONS

Registered Interior Designer in the State of Oklahoma;
Vibrant Learning Environments Certificate, Association 4 Learning Environments (A4LE), 2019

MEMBERSHIPS/ AFFILIATIONS

International Interior Design Association (IIDA)

SHANNON SUDMEIER IIDA, LEED AP
Director of Interior Design (RB+B Architects)

Shannon leads RB+B's Interior Design Group with an upbeat personality, you'll always find her with a smile on her face. She loves the conceptual design and programming phases because they allow the opportunity to listen, discover and get to know clients personally. Shannon is a professional member of the International Interior Design Association (IIDA) and received an online certificate in Vibrant Learning Environments, offered through the Association 4 Learning Environments (A4LE). This course focused on planning and designing learning environments that support teaching and learning for more contemporary curriculum models. Outside of work Shannon is a self-proclaimed TRX- and Barre-studio addict.



Timnath High School, Timnath, CO

RELEVANT PROJECT EXPERIENCE

Northern Water Phased Campus Expansion, Berthoud, CO

Interior Designer, 3 Phases, 90,400 SF New, 51,800 SF Reno, \$61.1 million, Est. 2026

Prospect Sports, Fort Collins, CO

Interior Designer, 36,000 SF, \$10.5 million, Est. 2025

Timnath Middle-High School + District Stadium, Timnath, CO

Interior Designer, 250,000 SF \$134 million, 2022

Wellington Middle-High School, Wellington, CO

Interior Designer, 250,000 SF, \$120 million, 2022

New Eaton Middle School, Eaton, CO

Interior Designer, 110,000 SF Renovation, 30,000 SF Addition, \$40.4 million, 2023

New Eaton Elementary School, Eaton, CO

Interior Designer, 72,000 SF Renovation/5,000 SF Addition, \$16.5 million, 2022

Monterey Community School Renovation, Denver, CO

Interior Designer, 39,000 SF Renovation/9,300 SF Addition, \$11.6 million, 2021

Milliken Elementary School Renovation, Milliken, CO

Interior Designer, 60,000 SF Renovation/Addition, \$11 million, 2023

Elwell Elementary School, Johnston, CO

Interior Designer, 77,000 SF New School, \$29 million, 2022

New Vista High School Design Competition, Boulder, CO

Design Team, 249,113 SF, \$118 million, 2022



Northern Water Campus Expansion Berthoud, CO



Elwell Elementary School Johnston, CO

TODD KRELL PE

Civil Engineering Manager (Farnsworth Group)



YEARS EXPERIENCE
27

EDUCATION
BS, Civil Engineering,
Colorado State
University

REGISTRATION
Professional Engineer,
CO and WY

AFFILIATIONS
Society of American
Military
Engineers
American Society of
Civil Engineers

Todd has 27 years of experience and has worked in both the public and private sectors. His background includes general civil engineering with an emphasis on site development and infrastructure. Todd's technical experience has involved commercial and residential site development, roadway design, water distribution systems, sanitary sewer systems, pump stations, lift stations, hydrology, hydraulics, stormwater management, and low-impact development

RELEVANT PROJECT EXPERIENCE

Town of Frederick Master Planning, Frederick, CO

Civil Engineering support for master planning. Services include site and utility infrastructure analysis, existing conditions assessments and site planning recommendations for both existing and proposed improvements for Town of Frederick capital projects.

Town of Frederick Facilities Master Plan, Frederick, CO

Civil Engineering in support of a comprehensive master plan for the Civic Center/downtown properties. Current downtown facilities include six buildings that house the police department, town hall, administrative services, engineering, and wellness.

Erie Town Hall Improvements, Erie, CO

- Town Hall Addition - Civil Engineering Manager for the design of an addition to the Town Hall.
- Town Hall South Entrance Improvements - Civil Engineer for the design of improvements to the south entrance at the Town Hall including site layout, grading and drainage.
- Town Hall Parking Lot Improvements - Civil Engineer for two separate parking lots at the Town Hall.

Northern Water Campus Expansion, Berthoud, CO

Civil project manager for Multi-Phase, 2.5-acre Campus redevelopment.



YEARS EXPERIENCE
29

EDUCATION
BSLA, Landscape
Architecture, Colorado
State University

REGISTRATION
Licensed Landscape
Architect, States of
Colorado, Wyoming,
Montana

Angela is a landscape architect and President of BHA Design. With nearly thirty years of experience, she has extensive background in site design, land planning, and detailed landscape design and implementation. She has developed plans for a variety of higher education facilities, K-12 schools, medical facilities, residential communities, and corporate campuses. As a LEED AP BD+C she has in-depth knowledge of sustainable site design techniques and has wide-ranging experience with high-performance design.

RELEVANT PROJECT EXPERIENCE

Billings Clinic Bozeman Campus MP – Bozeman, MT

The Ranch Larimer City Fairgrounds – Larimer County, CO

Woodward Lincoln Campus – Fort Collins, CO

Montava Master Planned Community – Fort Collins, CO

Archer Government Complex – Laramie County, WY

Windsor Public Works/Parks Services – Windsor, CO

Timnath Municipal Center – Timnath, CO

Platte River Power Authority Campus – Fort Collins, CO

UCHealth Harmony Campus Master Plan – Fort Collins, CO

CSU VTH Diagnostic Medical Center – Fort Collins, CO

CSU Engines and Energy Conversion Lab – Fort Collins, CO

CSU Research Innovation Center – Fort Collins, CO

CSU Judson Harper Research Campus MP – Fort Collins, CO

Front Range Community College Sunlight Peak Building
(LEED Gold) – Fort Collins, CO

Front Range Community College Student Services Addition – Westminster, CO

Boulder JCC and Early Childhood Education – Boulder, CO

Harmony Technology Park Master Plan – Fort Collins, CO

Grace Gardens Affordable Housing – Loveland, CO



STEVE CARPENTER PE, LEED AP
Structural Engineering Principal (JVA, Inc.)

RELEVANT PROJECT EXPERIENCE

Larimer County, Colorado
Livermore Maintenance Facility
Larimer County Estes Park Maintenance Facility

City of Greeley, Colorado
Greeley Fire Station No. 1
Greeley City Center

YEARS EXPERIENCE
33

EDUCATION

B.S. Civil Engineering
North Carolina State
University, 1988
M.S. Civil Engineering
North Carolina State
University, 1991

REGISTRATION

Professional Engineer
Colorado,
North Carolina,
Tennessee, Wyoming,
Nebraska, Montana,
Iowa

AFFILIATIONS

U.S. Green Building
Council
International Concrete
Repair Institute
Structural Engineers
Association of
Colorado

2018-2021 - City of Fort Collins Architectural On-Call

Over 25 on-call Projects with the City of Fort Collins including play structures, light pole bases, transformer pads, generator pads, roof investigations, storage buildings, utility vaults, and handicap ramps.

2013 – Present - Poudre School District On-Call Projects

Over 40 on-call type Projects with PSD including structural items related to MEP upgrades, secure entries, re-roofing projects, and tenant improvements.

Colorado State University, Fort Collins, CO

CSU Medical Center
CSU Richardson Design Center Level 1 Documents
CSU ARDEC
CSURF 2537 Research Boulevard Office Building
CSURF CAT 23, Lot 2
CSU Mobile Food Service – Parmalee Hall

Wyoming Medical Center, Casper, WY

West Tower
MRI

Banner Health, Various Locations

Torrington, WY
McKee Medical Center – Multiple Projects
Platte County, WY – Multiple Projects



CHRISTY HELMICK PE
Senior Project Manager - Structural (JVA, Inc.)

RELEVANT PROJECT EXPERIENCE

(*Project completed at prior firm)

Northern Water
Berthoud Campus Office and Fleet Maintenance/Support
Granby Campus Office and Fleet Maintenance/Support

Brighton Municipal Service Center Operations & Fleet Maintenance Bldgs. (In Progress)

YEARS EXPERIENCE
17

EDUCATION

B.S. Civil Engineering,
University of Wyoming,
2005
M.S. Civil Engineering,
University of Wyoming,
2007

REGISTRATION

Professional Engineer:
Colorado, Florida,
Kansas, Wyoming

AFFILIATIONS

Structural Engineers
Association of
Colorado

Grand Fire Protection District 1 North Fire Station – Granby

Summit County Search and Rescue Facility – Frisco

Englewood South Platte Renew Office and Process

Maintenance Addition – Englewood

Bennett Public Works Facility – Bennett*

Tri-State Transmission Field Facility and Training Center – Cheyenne, WY*

Adams County Leader Blade Station – Byers*

Kiewit Maintenance Headquarters – Aurora*

USD 266 Maize Transportation Building – Maize, KS*

USD 385 Maintenance and Grounds Bldg – Andover, KS*

KDOT Kechi Maintenance Facility – Kechi, KS*

Scholfield Honda New Dealership & Service Center – Wichita, KS*

BG Products Technology/Training Center – Wichita, KS*

BG Products Distribution Center – El Dorado, KS*

Viega Logistics Building Expansion ASRS High Bay Building – McPherson, KS*

Viega Tooling Addition – McPherson, KS*

Viega Metal Fittings Expansion – McPherson, KS*

Kyodo Yushi Manufacturing Grease Plant – Maize, KS*

Lyons City Building – Lyons, KS*

Newton Law Enforcement Center – Newton, KS*

JUSTIN MONTGOMERY PE

Mechanical Eng. Principal (DesignPoint Engineering)



YEARS EXPERIENCE

11

EDUCATION

University of Wyoming,
2003

REGISTRATION

Professional Engineer
Colorado #42193
Wyoming #12766
Nebraska #E-13880

AFFILIATIONS

Member ASHRAE
Member NCEES

Design Point Engineering specializes in mechanical HVAC and plumbing system planning, design, and construction phase services, as well as building mechanical assessments, Level I & Level II studies, cost estimating, and LEED Certification assistance. Keeping lines of communication open throughout each project is our priority. We use the latest Building Information Modeling (BIM) software in our designs to generate 3D project models.

These allow us to better communicate and coordinate with the design team at every milestone. The result is greater design clarity, fewer change orders during construction, and a smoother process for our client.

RELEVANT PROJECT EXPERIENCE

Northern Water

New Office & Vehicle Storage Ph 1 – Berthoud, CO
Office Addition & Major Remodel Ph 2 – Berthoud, CO
New Office & Maintenance Facility – Granby, CO

WY Forestry Fabrication & Maintenance Facility –
Cheyenne, WY

NOOSA Yoghurt Office/Warehouse Expansion – Bellvue,
CO

Cheyenne Frontier Days Corporate Conf Center –
Cheyenne, WY

Toyota Dealership New Maintenance Shop – Cheyenne,
WY

Subaru Dealership New Maintenance Shop – Cheyenne,
WY

WYDOT Vehicle Storage & Wash Bay – Wheatland, WY

CCSD#2 Bus Garages – Encampment & Medicine Bow, WY

Platte County Courthouse Complete Renovation –
Wheatland, WY



EDUCATION

Bachelor of Science:
Electrical Engineering;
Colorado State
University; Fort Collins,
Colorado

REGISTRATION

Licensed Professional
Engineer, States of
Colorado, Nebraska,
and Wyoming

RELEVANT PROJECT EXPERIENCE

Municipal:

City of Greeley – On-Call Engineer
City of Fort Collins – On-Call Engineer
City of Fort Collins Elevator Relocation and RR Addition
City of Greeley Modulars
Blue Spruce Food Bank – Ft. Collins, CO

Water/Wastewater Facilities:

City of Greeley Water and Sewer Remodel
City of Albin Water Booster
Devil's Gate Cistern – Georgetown, CO
NCWCD Berthoud – Berthoud, CO
Northern Water Granby – Granby, CO
BRVRLA Water Improvements - Silverthorne, CO

Educational Facilities:

WCSD 6 (multiple Schools)
Jefferson County Public Schools (multiple schools)
Boulder Valley School District (multiple schools)
Denver Public School District (multiple schools)
Wiggins HS/MS – Wiggins, CO
Wiggins ES Addition – Wiggins, CO
CSU (multiple projects) – Ft. Collins, CO

WAYLON CASH PE

Electrical Engineer/President (McNutt & Associates)

Waylon has Extensive experience as a consulting engineer on various municipal, commercial, and recreational Projects. Responsible for creating lighting and power plans, preparation of construction specifications, designing power distribution systems and creating and assessing photometric plans. Also experienced in providing Construction Administration services and particularly experienced at lighting control design and energy code compliance. Waylon's skill and qualifications make him an essential contributor in the design of a well utilized, functionally superior and energy efficient project.



MATT COOPER PE, BxCP, CxA, LEED AP
Principal/Commissioning Director (Group14)

As Group14's Commissioning Director, Matt oversees and optimizes the commissioning process for high-performance design and construction projects. With over 20 years in the industry, he has the demonstrated experience and expertise to ensure systems function at peak efficiency, sustainability, and code compliance. Matt is skilled in leading a multidisciplinary commissioning team that excels in implementing comprehensive commissioning processes that encompass design review, equipment testing, and operational validation. He is also recognized as a leader by his peers and has served on numerous industry boards, committees, and advisory groups.

YEARS EXPERIENCE
23

EDUCATION
B.S., Architectural Engineering, Kansas State University

REGISTRATION
Licensed Professional Engineer in AL, CO, DE, HI, and WY

ASHRAE Building Commissioning Professional (BCxP)
Certified Commissioning Authority (CxA)

RELEVANT PROJECT EXPERIENCE

Eastside Human Services Building - Denver, CO
Commissioning for a 18,500 SF city building. This project achieved LEED Gold certification.

DTP Commuter Rail Maintenance Facility - Denver, CO
Commissioning for a 194,459 SF city building. This project achieved LEED Gold certification.

Denver Police Station - District 5 - Denver, CO
IECC & enhanced commissioning for a 32,000 SF police station. Commissioning included HVAC, Lighting & DWH. This project achieved LEED Gold certification.

Denver Wastewater - Denver, CO
Commissioning for a 65,383 SF city building. This project achieved LEED certification.

Adams County Youth Services Center - Brighton, CO
Enhanced commissioning for a 32,300 SF detention center. This project achieved LEED Gold certification.

Eagle View Adult Center - Brighton, CO
Commissioning for a 18,500 SF recreation center. This project achieved LEED Gold certification.



CULLEN KINOSHITA ASIC, CLIA
Irrigation Principal/VP (Aqua Engineering)

Cullen joined Aqua Engineering in 2002 as an irrigation engineer, became a project manager in 2004 and in 2017 became a Partner and Vice President in the firm. Cullen is currently responsible for managing irrigation projects throughout the U.S.

YEARS EXPERIENCE
20

EDUCATION
B.S. Bioresource and Agricultural Engineering, Colorado State University

REGISTRATION
Engineer-in-Training – Colorado
Irrigation Association Certified Landscape Irrigation Auditor (CLIA)

AFFILIATIONS
ASIC

In addition to his irrigation engineering expertise, Cullen has extensive experience evaluating both landscape and agricultural irrigation systems for efficiency and water conservation. He has project experience in public facilities, parks, sports fields, university campuses, golf courses, cemeteries, K-12 facilities, residential and commercial developments, and various agricultural projects.

Cullen's practical approach to design combined with his technical savvy contribute to the success of his projects and the long-term relationships he builds with clients.

RELEVANT PROJECT EXPERIENCE

Public Works Facility, Windsor, CO
Northern Water Headquarters, Berthoud, CO
Windsor Police Department, Windsor, CO
Timnath Police Department, Windsor, CO
Westminster Readiness Center (currently in design), Westminster, CO
Eaton School District Transportation Facility, Eaton, CO
Larimer County Jail Expansion, Fort Collins, CO
Loveland Transit Center, Loveland, CO
Poudre School District New High Schools (2) Irrigation and Pumping System Engineering, Wellington & Timnath, CO



BENJAMIN SEEP PE, BxCP, CxA, LEED AP
Principal/Commissioning Director (Wave Engineering)

Prior to joining Wave Engineering, Benjamin worked for D. L. Adams Associates in Denver, Colorado, and Wrightson, Johnson, Haddon, and Williams in Dallas, Texas. He was also an adjunct professor of architectural acoustics for four years at the University of Texas at Arlington School of Architecture. He has consulted on sound isolation, room acoustics, mechanical noise control, and environmental noise for many different markets and facility types including municipal office and maintenance buildings, power plants, natural gas plants and compressor stations, water pump stations and water treatment plants.

YEARS EXPERIENCE

25

EDUCATION

Bachelor of Science in Architectural Engineering, University of Kansas, Lawrence, KS, 1999

AFFILIATIONS

Acoustical Society of America (ASA); Technical Committee on Architectural Acoustics (TCAA); Institute of Noise Control Engineering (INCE); National Council of Acoustical Consultants (NCAC)

RELEVANT PROJECT EXPERIENCE

Greeley Operations Center, Greeley, CO

Central maintenance and operations facility for the City of Greeley. The facility includes fleet maintenance bays, warehouse space, shops, and administrative space for many different city departments. The noise study included assessment of noise radiated to the surrounding residential community. Noise levels of existing operations were measured at multiple sites and used as sources in the computer model for the new building location.

Northern Water West Slope Campus, Granby, CO

This satellite facility includes administrative space, control room, large meeting room, and maintenance bays for their truck fleet and heavy equipment.

Northern Water (water district) – Berthoud, Berthoud, CO

Renovation of and addition to main administrative headquarters building. Space includes administrative offices, Board Room, and exhibition and gallery space.

P1035 Corrosion Control & Paint Facility, Naval Station

Norfolk, Norfolk, VA

Consulted on room acoustics, interior sound isolation, building system noise and vibration, and environmental noise.

Schedule



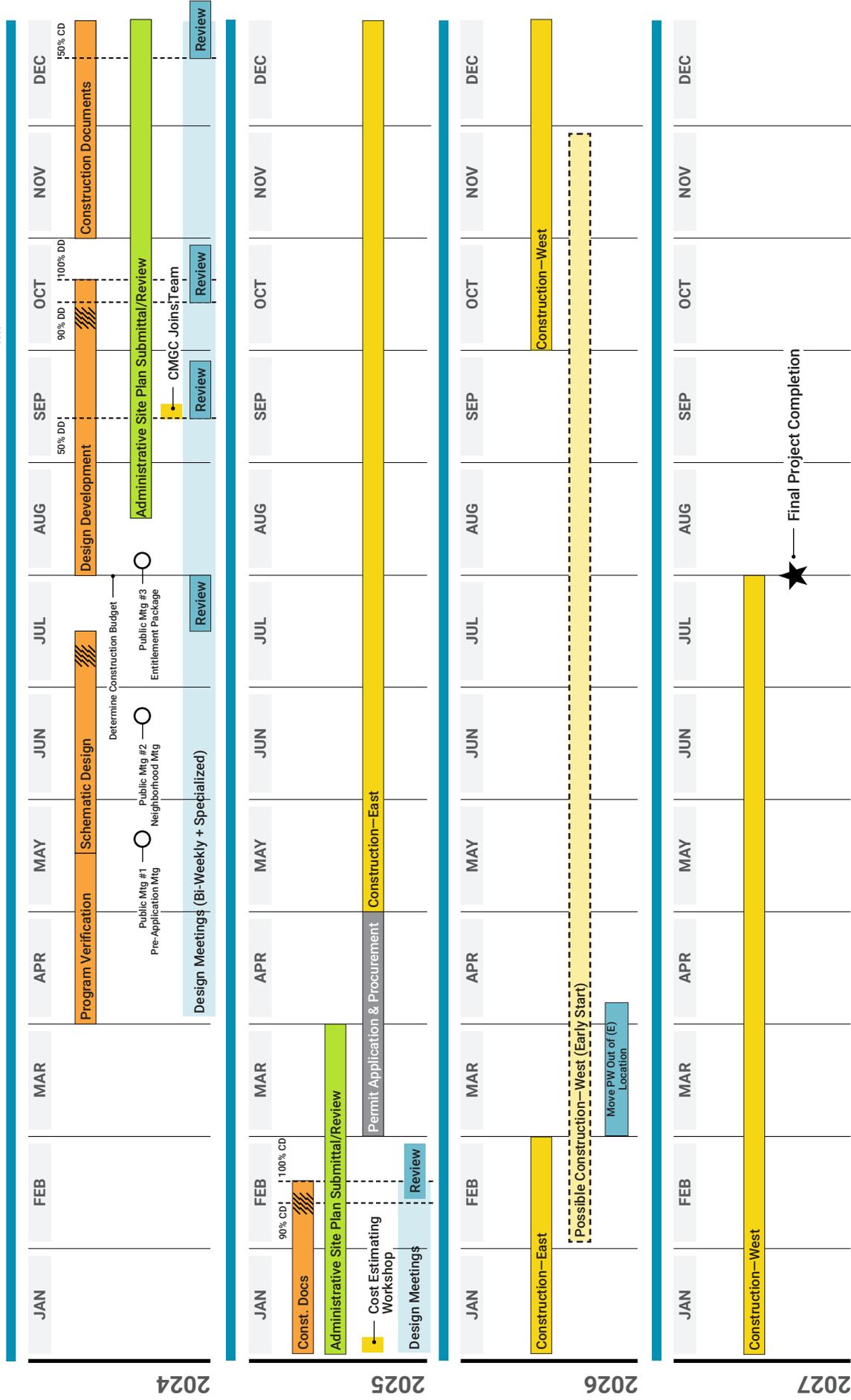
Phase II of the Northern Water Campus Expansion, Berthoud, CO

Schedule: Design Team shall provide a design schedule indicating milestone dates for the required submittals; quality management activities for milestone submittals shall also be indicated.

RB+B has outlined a proposed schedule on the following page.

Project Schedule

- Public Works Buildings Design Process
- Site Review Process
- Construction Process
- Frederick Public Works
- Internal RB+B QC Review



Value & Cost

Value and cost: the selected Design Team will be required to provide a maximum not to exceed fee proposal based on the work to be performed in accordance with the scope of this project. The fee proposal shall be broken down by the hours, personnel classification and hourly rate required to accomplish the requested tasks.

Reimbursable expenses should be included in the fee as stipulated by the sample Contract.

Reimbursables should only include direct costs to the Design Team, that are not included in the professional fee / hourly rates proposed.

Proposal fees to include separate line items for:

1. Identify the fees for each Design Team / Consultant firm, outlined by project phase
2. Identify a budget for reimbursable expense for the entire Design Team



Town of Frederick Public Works	Program Verification	Public Outreach	Schematic	Design Development	Construction Documents	Construction Admin East	Construction Admin West	TOTAL
Based on an Estimated Construction Cost of								\$30,000,000
Architectural	\$45,290	\$11,322	\$169,830	\$226,440	\$339,660	\$283,050	\$56,610	\$1,132,202
Civil	\$15,170		\$64,500	\$39,740	\$78,610	\$9,970	\$9,970	\$217,960
Landscape	\$2,330	\$4,270	\$23,155	\$28,405	\$14,610	\$6,970	\$6,970	\$86,710
Irrigation	\$500		\$2,000	\$3,500	\$6,500	\$2,575	\$2,575	\$17,650
Structural	\$8,600		\$17,200	\$51,600	\$60,200	\$34,400		\$172,000
Mechanical			\$16,130	\$80,640	\$92,160	\$41,470		\$230,400
Electrical, Low Voltage	\$8,750		\$26,250	\$35,000	\$61,250	\$40,000	\$3,750	\$175,000
Building Envelope				\$16,166	\$2,635	\$8,878		\$27,679
Acoustics	\$1,200		\$3,700	\$9,800	\$9,800	\$5,000		\$29,500
Specification: Included in Architectural								
Consultant Subtotal	\$36,550	\$4,270	\$152,935	\$264,851	\$325,765	\$149,263	\$23,265	\$956,899
Total	\$81,840	\$15,592	\$322,765	\$491,291	\$665,425	\$432,313	\$79,875	\$2,089,101

Note: If IECC Thermal Envelope Testing is to be provided by Design Team, increase Building Envelope line item by \$10,899.

Reimbursables: Typical and foreseeable expenses such as mileage, copies, in-house printing, etc. are covered in the professional fee. Site Review specific expenses such as notification letters, signage posting, etc. are also covered in the professional fee. Submittal, Review, and Development fees are not included and are expected to be paid by Owner.

Costs for printing of hard-copy submittals (if required by Owner), mylars for recording, presentation boards, materials boards, etc. are estimated to be less than **\$8,000**.



TOWN OF FREDERICK Board of Trustees Action Memorandum

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Mark Lamach, Trustee
Dan March, Trustee

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

Miners Park Urban Renewal Plan Rescission

Agenda Date: Town Board Meeting – May 14, 2024

Attachments: a. Resolution 24-R-33

Finance Review: Kurtis Adams
Finance Director

Submitted by: Ryan Johnson
Assistant Town Manager

Approved for Presentation: Bryan Ostler
Town Manager

Quasi-Judicial

Legislative

Administrative

Strategic Plan Alignment:



2. Community and Economic Vitality

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

Summary Statement:

This request is for consideration of rescinding the Miners Park Urban Renewal Plan and all associated agreements and documents previously approved by the Board of Trustees via Resolution 14-R-19.

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Detail of Issue/Request:

In 2014, Staff began the process of creating a new proposed urban renewal plan area as authorized by the Board of Trustees and under State Statute at that time. The area to be considered for this new urban renewal plan area is commonly known as the Miners Park area. Boundaries of the area are listed below, as well as depicted by the map below:

- North – Centennial Park
- South – Colorado Highway 52
- West – Colorado Boulevard
- East – Maple St.

 **Miners Park Vicinity**



This site has several development challenges and blighting factors that make urban renewal a plausible tool for consideration. During this time, there was not a proposed project considering this site. Rather, the work to create an urban renewal plan area was driven largely out of getting the tool in place as a means to entice development.

As such, Staff completed the necessary studies as required by State Statute to consider creation of this urban renewal plan area. At the conclusion of this work, the Board of Trustees considered and approved Resolution 14-R-19 with a condition. Section 15 of that approving resolution stated that the plan would

be approved only after consent for inclusion and tax sharing agreements were obtained with all outside entities having jurisdiction. At the time of adoption, some taxing entities had consented to be included and some agreements were approved. However, not all taxing entities had consented and entered into tax sharing agreements as required by the approving resolution.

As a result, Staff, in consultation with the Town Attorney's Office and Frederick Urban Renewal Authority (FURA) Special Counsel, maintain that the "Plan" as constituted never took effect because the conditions precedent were never satisfied.

Since mid-2021, Staff have been in discussions with an interested development group in developing this site consistent with the vision established by the Board of Trustees. Interest in this site has only increased with the progress of the adjacent Silverstone Marketplace as an opportunity to complement that retail anchored development. Knowing this, Staff have been working to update and complete new studies to properly create an urban renewal district at this site. Under State Statute, the timeframe available to capture tax increment revenues is capped at 25 years. Once this clock starts, it cannot be stopped or restarted without going through this process again. Thus far, work to establish a new urban renewal plan area includes:

- Completing a new Blight Study (using far more reliable /GIS technology).
- Completion of a Fiscal Impact Report based on the projected revenues and expenses generated from the project.
- Drafting of the new Urban Renewal Plan. This is convenient timing in that we are on the precipice of adopting a totally overhauled Comprehensive Plan; a document which must be referenced specifically within the Urban Renewal Plan.
- Notification to all taxing entities that the Town is engaging in these efforts.
- Beginning work to negotiate tax sharing agreements with taxing bodies having jurisdiction.

Before proceeding, it has been recommended that the Town seek to clean up the record regarding the history of this site and plan. The accompanying resolution is the official mechanism needed to:

- Acknowledge that the conditions precedent on the 2014 adopting resolution were never satisfied.
- Acknowledge that neither the Town nor FURA have collected or retained any tax increment otherwise due to outside taxing bodies.
- Effectively nullify or invalidate those tax sharing agreements that had been approved since the "Plan" was not implemented.

If it is the prerogative of the Board to approve this resolution, this will bring closure and clarity to the public records, which will then allow Staff and the interested development group to continue negotiations for a future project for consideration. Further, this clarity will likely be relied upon when seeking how to finance this proposed development. Lastly, Staff are working to wrap up the efforts to properly create this urban renewal plan area later in 2024.

Legal Comments:

The attached resolution was drafted in connection with the Town Attorney's Office, FURA Special Counsel, and reviewed by legal counsel representing the buyer to ensure adequate language was provided to clear up the record.

In addition, State Statute requires that notice of this anticipated action be made publicly at least 30 days prior to May 14th. Thus, notice was duly provided in the Longmont Times-Call and ran for two consecutive issues in the month of April, satisfying the notification requirement.

Alternatives/Options:

The Board may choose to direct Staff to modify the resolution that was presented and come back for future consideration. This alternative is not recommended, as the draft presented to you represents the collaboration of the Town, FURA and the would-be buyer. Any material changes made to the resolution would result in Staff needing to go back to the team to seek their approval delaying the forward momentum on this project.

The Board could choose to deny (or not take action) on the resolution presented for consideration. If the Board chooses this option, Staff will seek guidance on what the Board would like to see changed or modified. This alternative is not preferred, as the Board has been apprised of this project periodically and the proposed project is reflective of the vision of the Board. Delaying or not taking action at this point will cause additional delays in this process and may lead to uncertainty for the development team.

Financial Considerations:

As stated earlier, no tax increment revenue has been collected from this plan area on behalf of the Town or FURA to date. Thus, there is no financial impact to this action.

Staff Recommendation:

Staff recommend approval of Resolution 24-R-33 as presented.

TOWN OF FREDERICK, COLORADO

RESOLUTION NO. 24-R-33

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, REPEALING THE
2014 MINERS' PARK TOWN CENTRE URBAN RENEWAL PLAN**

WHEREAS, by Resolution No. 14-R-19 the Board of Trustees of the Town of Frederick (the "Trustees") conditionally approved the Miners' Park Town Centre Urban Renewal Plan (the "2014 Plan"); and

WHEREAS, Section 15 of Resolution No. 14-R-19 conditioned approval of the 2014 Plan on "obtaining written agreement of all affected taxing bodies;" and

WHEREAS, pursuant to Section 15 of Resolution No. 14-R-19 the Frederick Urban Renewal Authority (the "Authority") was only authorized to implement the 2014 Plan upon obtaining the written approval of all affected taxing bodies; and

WHEREAS, written approval of all such affected taxing bodies was never obtained, and the Authority has not been authorized to take any action to carry out the 2014 Plan; and

WHEREAS, the Trustees have been informed that the Authority has not received any tax increment revenue, issued bonds, incurred any enforceable financial obligation, or undertaken any activity to create any right at law or in equity pursuant to the 2014 Plan; and

WHEREAS, the Authority has provided written notice to each public body that levies ad valorem property taxes in the 2014 Plan area of the proposed repeal of the 2014 Plan for failure to obtain the written agreement of all affected taxing bodies to its approval as required by Resolution No. 14-R-19; and

WHEREAS, notice of the public hearing on the proposed repeal of the 2014 Plan for failure to obtain the written agreement of all affected taxing bodies to its approval as required by Resolution No. 14-R-19 was published as required by Sections 31-25-107(3) and (7) of the Act at least thirty (30) days prior to the public hearing; and

WHEREAS, except with respect to any of the following parties who waived such notice in writing, written notice of the public hearing on the proposed repeal of the 2014 Plan for failure to obtain the written agreement of all affected taxing bodies to its approval as required by Resolution No. 14-R-19 was mailed to each property owner, business, and resident of the area included in the 2014 Plan area informing them of the public hearing at least thirty (30) days prior to the public hearing; and

WHEREAS, on May 14, 2024, the Board of Trustees conducted a public hearing of the proposed repeal of the 2014 Plan for failure to obtain the written agreement of all affected taxing bodies to its approval as required by Resolution No. 14-R-19 pursuant to the procedural and notice requirements of the Act, and the Board of Trustees having considered the evidence presented in support of and in opposition to repeal of the Original Plan and staff

recommendations and so having considered the legislative record and given appropriate weight to the evidence,

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

Section 1. The Miners’ Park Town Centre Urban Renewal Plan (the “2014 Plan”) is hereby formally found and declared to have never become effective for failure to obtain the written agreement of all affected taxing bodies to its approval as required by Resolution No. 14-R-19 and is therefore repealed and hereby declared null and void in its entirety. This is a legislative finding by the Board of Trustees based upon evidence presented to the Trustees.

Section 2. The Authority is hereby authorized and directed to take any and all actions pursuant to the Act to notify all parties who may be affected by the complete repeal of the 2014 Plan for failure to obtain the written agreement of all affected taxing bodies to its approval as required by Resolution No. 14-R-19, including, without limitation, filing of documents required by the Act with the Weld County Assessor.

Section 3. This Resolution shall become effective upon final passage and approval.

INTRODUCED, READ, PASSED, AND SIGNED THIS 14th DAY OF MAY, 2024.

ATTEST:

TOWN OF FREDERICK

Town Clerk

Mayor



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Mark Lamach, Trustee
Dan March, Trustee

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

Resolution Appointing Officers in accordance with C.R.S. § 31-4-304

Agenda Date: Town Board Meeting – May 14, 2024

Attachments: a. Resolution 24-R-34

Finance Review: Kurtis Adams
Finance Director

Submitted by: Jason Meyers
Town Attorney

Approved for Presentation: Bryan Ostler
Town Manager

Quasi-Judicial

Legislative

Administrative

Strategic Plan Alignment:



Effective, Efficient & Strategic Government Operations – The appointment of Town staff to comply with statutory requirements will keep the Town operating within the goals set by the strategic plan.

Summary Statement:

Following the regular election in April 2024, the Board is required to make certain appointments in compliance with Colorado Revised Statutes and the Frederick Municipal Code.

Detail of Issue/Request:

Colorado Revised Statutes section 31-4-304 requires the Town, as a statutory town, to appoint certain officers. For your consideration are appointments of various officers which are outlined in state statute. These include specifically, a Town Clerk, Town Attorney, and Treasurer. Additionally, the Town may

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appoint a Town Administrator for the good governance of the Town. The Frederick Municipal Code sections 2-52, 2-73, 2-76 further elaborate that these appointments should occur within one month of each general municipal election.

Two positions will be reappointments for the Town Attorney and Town Manager:

Town Attorney – Jason Meyers
Town Manager – Bryan Ostler

Two positions will be changes from the previous election cycle that would be new appointments requiring an oath of office to be performed, namely:

Town Clerk – Tricia David
Town Treasurer – Kurtis Adams

The last directly appointed official that the Board would typically appoint at this juncture is the Municipal Judge. However, as previously announced, Judge Cahn has accepted a full-time position with the City of Boulder and will be no longer able to serve Frederick as of May 31, 2024. This position will be posted shortly and the appointment will occur separately at the conclusion of that process.

Legal Comments:

The Town Attorney drafted the attached resolution for consideration. The Town Manager and Town Attorney position have contracts with the Town, if those appointments are not continued, there would be implications to those contracts.

Alternatives/Options:

The Board may decide to take action on each appointment separately, delay taking action on the resolution.

Financial Considerations:

These positions are already budgeted for so there would not be any additional financial considerations unless contracts are not continued.

Staff Recommendation:

Staff recommends approval of the attached resolution.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-34**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
APPOINTING OFFICERS OF THE TOWN OF FREDERICK**

WHEREAS, the Board of Trustees, as required by Chapter 2, Article III, Section 2-76, of the *Frederick Municipal Code*, shall appoint a Town Manager for an indefinite term as provided by contract; and,

WHEREAS, the Board of Trustees, as required by Chapter 2, Article III, Section 2-73 of the *Frederick Municipal Code*, shall appoint a Town Attorney not later than thirty (30) days after compliance with Section 31-4-401 C.R.S. by members of the succeeding Board of Trustees. At the discretion of the Board of Trustees, the Town Attorney may be appointed to successive terms as provided by contract; and,

WHEREAS, the Board of Trustees, as required by Chapter 2, Article III, Section 2-52 of the *Frederick Municipal Code*, shall appoint a Town Clerk, to a term not to exceed two (2) years. At the discretion of the Board of Trustees, the Town Clerk may be appointed to successive terms; and,

WHEREAS, the Board of Trustees, as required by Chapter 2, Article III, Section 2-56 of the *Frederick Municipal Code*, shall appoint a Town Treasurer, to a term not to exceed two (2) years. At the discretion of the Board of Trustees, the Town Treasurer may be appointed to successive terms.

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

Section 1. Reappointment of Officers. The following officers are hereby reappointed pursuant to the Frederick Municipal Code:

Bryan Ostler is hereby reappointed as Town Manager
Jason Meyers is hereby reappointed as Town Attorney

Section 2. Appointment of Officers. The following officers are hereby appointed pursuant to the Frederick Municipal Code:

Tricia David is hereby appointed as Town Clerk
Kurtis Adams is hereby appointed as Town Treasurer

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution

are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 14 DAY OF MAY, 2024.

ATTEST:

TOWN OF FREDERICK

By _____
Tricia David, Town Clerk

By _____
Tracie Crites, Mayor