



Built On What Matters

Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, June 11, 2024

7:00 PM

Work Session 6:30 PM
Legislative Update

Agenda
Regular Meeting 7:00 PM

Call to Order – Roll Call

Pledge of Allegiance

Approval of Agenda

Special Presentations

Public Comment

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

Staff Reports

- A. Administrative Report -
Bryan Ostler, Town Manager

Consent Agenda

- B. List of Bills -
Kurtis Adams, Finance Director
- C. May 14, 2024 Meeting Minutes
- D. Grant of Easement to Central Weld County Water District

Action Agenda

- E. Water Treatment Feasibility Study Contract -
Kylie Couch, Engineer
- F. Contract Adoption, Colorado Blvd. Median Landscaping -
Colby Johnson, Parks and Open Space Director

Mayor and Trustee Reports

Executive Session

Adjournment



Town of Frederick Admin Report 6.11.24

Upcoming Board of Trustees Work Sessions:

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

- June 25, 2024 – Regular Meeting
- July 9, 2024 – Regular Meeting



Effective, Efficient & Strategic Government Operations

- Communications & Engagement training:
 - Ongoing I.T. training



Community and Economic Vitality

- Collaboration on the road closure for Silverstone Marketplace.
- The King Soopers groundbreaking ceremony was held May 16th. Thank you to all who attended.
- 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 and office building with an outdoor storage component.	Site Plan
Brunemeier Annexation (4/4/22)	Southwest Corner of County Road 16 and County Road 17	Proposed "Wheatlands" subdivision. Single-family attached and detached residential development.	Preliminary Plat; Preliminary Development Plan
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	Between Tipple Parkway and Highway 52 from	30” waterline easement proposed.	

Built on What Matters.

<i>Project Name (Date of Application)</i>	<i>General Location</i>	<i>Brief Description</i>	<i>Project Type</i>
(9/29/22)	Colorado Boulevard to Wheatland Boulevard.		
Dreamers Ridge Phase 1, Replat A (7/3/23)	Southwest Corner 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 4B, Lot 1 (4/29/24)	4881 Eagle Boulevard	Proposed industrial building with office and warehouse space.	Site Plan
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 the existing building.	Site Plan Amendment
Frederick West Business Center, Replat F, Block 9, Lot 6 (2/16/24)	7300 Miller Dr	Proposed subdivision of one lot into two.	Subdivision Amendment
Glacier Business Park, Amendment 1, Block 4, Lot 5 (2/5/24)	3771 Monarch St. Suite E	Proposed indoor dog daycare and kenneling facility.	Conditional Use
Indian Peaks Filing 10, Block 5, Lot 2 (4/15/24)	8426 Kosmerl Place	Proposed addition of six parking spaces.	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-of-way landscaping with a waterwise design.	Site Plan Amendment
Johnson Farms / Spindle Hill Energy Minor (8/9/23)	Northwest Corner of Highway 52 and Wheatland Boulevard	Proposed “Columbine Heights” subdivision. 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 industrial building as phase 1. Phase 2 to include outdoor storage. Phase 3 to include the replacement of the outdoor storage area with a building addition and additional parking.	Site Plan
Miners Park Town Centre (3/6/23)	Northeast Corner of Colorado Boulevard and Highway 52.	Proposed mixed-use residential and commercial development.	Final Plat; Planned Unit Development

<i>Project Name (Date of Application)</i>	<i>General Location</i>	<i>Brief Description</i>	<i>Project Type</i>
Miner's Village, Filing 1 (1/18/2022)	Southwest Corner of Tipple Parkway and William Bailey Avenue	Proposed "Silverstone Filing 7" subdivision. Single-family residential development.	Preliminary Plat, Preliminary Development Plan
Nelson Farms (10/27/2023)	Southwest Corner of Tipple Parkway and Silver Birch Boulevard	Proposed single-family, detached, duplex and townhome development.	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 gas station.	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 (2/26/2024)	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 industrial building with office and warehouse space.	Site Plan
Savannah, Outlot A and B (5/13/24)	Southwest corner of Ridgeway Boulevard and Highway 52.	Proposed "Penrose Place" single-family attached and single-family detached housing development and metropolitan district.	Preliminary Plat; Preliminary Development Plan; Metropolitan District
The Shores on Plum Creek (6/20/22)	Northwest of County Road 5 and Highway 52.	Proposed mixed-use development with commercial and residential uses.	Minor Subdivision; Preliminary Plat; Preliminary Development Plan; Rezone
Silverstone Commons (9/29/23)	Northwest of William Bailey Avenue and Highway 52.	Proposed commercial and retail development. "Silverstone Commons"	Final Development Plan
Wheatlands (5/13/24)	Southwest of County Road 16 and County Road 17	Proposed Metropolitan District.	Metropolitan District
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)	6855 Aggregate Boulevard	Proposed single-family detached residential development.	Final Development Plan; Final Plat



Dynamic, Inclusive & Connected Community

- The Bella Rosa Golf Course recently held the 2024 Family Golf Day. This is a free event for the community, and complimentary hot dogs and lemonade are provided for

participants. This event is intended to bring Carbon Valley families together for some fun, and to introduce families to golf at Bella Rosa. The following are a few highlights:



Golfzilla, the primary attraction and target for juniors to hit towards.



Parks & Golf staff were a huge help setting up Family Golf Day.



Birdie balls, which have limited flight distance, are used to hit towards inflatables on the driving range.



We had our largest turnout yet, with approximately 120 attendees.



After hitting the birdie balls, the kids run out to help pick them all back up.



Family Golf Day 2024 was a big success. We are excited to see what next year brings!

- 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
- ADA HB 21-21110 Compliance

- Commonlook plug-in training videos for PDF remediation
 - Updates to Accessibility Committee, Coordinators, Champions
 - Create and finalize policy pages related to ADA accessibility on the Town website
 - Attend Streamline (website vendor) webinar regarding integrated web accessibility
 - Meet with Risk Management and Legal regarding the ADA accessibility policy
 - Grant application to develop a comprehensive learning program for accessible document creation and remediation.
- Town Event Preparation
 - Sponsor commitments for 2024 total \$61,950
 - 17 chainsaw carver applications
 - Carver spots are full – accepting applications for the waitlist
 - 2024 carvers have been announced on the Town website
 - 53 food vendor applications (spots are nearly full)
 - 96 market vendor applications
 - Frederick in Flight pilot recruitment
- Interdepartmental Collaboration
 - Regularly scheduled Strategic Plan meeting
 - Regularly scheduled Leadership Partnership meeting
 - Mock Board meeting May 23rd
 - Laserfiche meeting May 21st
 - CivicClerk training May 8th
 - BOT employee survey May 22nd
 - Creation of HR form for data collection
 - Community Parks Master Plan campaign
 - Highlight FRED members (Municipal Clerk Week, Economic Development Week, Public Works Week, National Police Week)
 - Hiring communications
- Website Updates
 - Roadwork, detour, and project updates
 - Embed CivicClerk, Envisio Dashboard, and My90 on Town web page.
- Community Partnerships
 - FHS Ed Foundation fundraiser May 25th
 - Carbon Valley Emergency Management meeting
 - Carbon Valley Cares meeting May 2nd
 - FHS Senior Night May 23rd
 - Preparation of building décor for FHS parade celebrations May 15th
 - Attendance at ESPIOC meeting May 9th
 - Coordination of departments and staff for the rescheduled third grade community tours on May 17th
 - Preparation for Memorial Day Ceremony on Friday, May 24th
 - Meeting with American Legion Contact and FPD Honor Guard for the presentation of colors
 - Coordination of poppy flower distribution and partnership with participating downtown businesses

- Preparation of Community Tour & Talk on May 22nd and June 19th
 - Coordination with homeowner’s associations to distribute event information
 - Coordination with local restaurants for event catering
 - Coordination with internal departments to prep information sourced from resident RSVPs
 - Ordering and placement of signage in park to advertise the event.
- Participation in the Colorado Special Events Alliance meeting to learn about best practices and share ideas with other Colorado municipalities.
- Preparation of Frederick in Flight on June 21, 22, 23
 - Meeting and coordination with Pilot Coordinator – 21 pilots anticipated in attendance.
 - Sponsor and volunteer recruitment.
- Town App
 - Monthly Analytics Report
- 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

- Fleet Services:
 - Staff has been busy with A/C repairs for the last couple weeks, including the road grader, which is the biggest repair. It will be completed soon before the weather starts to get too warm.
 - Fleet Services received their service truck back from the upfitter with a utility bed installed, as well as an air compressor and liftgate. The crew will be installing emergency lighting in the next few weeks.
- Streets & Stormwater:
 - Road grading continues along County Road 20.5, Tipple Parkway west, and County Road 5.
 - Staff assisted with the new traffic pattern adjustments on Tipple Parkway between Walnut Street and Hawthorne Street.
 - Street sweeping continues in Wyndham Hill, Morningside, Rinn Valley, Wildflower, and all business parks.
 - Public Works and the Police Department worked on traffic control and road closures for the Frederick High School senior parade on May 15th.
 - Concrete repairs have been completed along 5th and Oak and 2nd and Maple due to public safety concerns.
- High chlorine tests, low chlorine tests, and a pressure test have all been completed for King Soopers at Silverstone Marketplace.
- Public Works training:
 - Isiah Fernandez attended the USC Cross Connection program.

- Damon Jones, Isiah Fernandez, Heath Moody, Dustin Corbitt, and Teo Martinez recently attended CO LTAP Safety on the Job training.
- Public Works recently hosted a week-long motor grader training through CO LTAP. Teo Martinez and Heath Moody both participated, as well as 20 other members from municipalities across the state.



Safe and Secure

- Commander Justin Glantz and Sergeant Bob Bedsaul recently attended the annual Axon conference, a premier event for public safety technology and training. The department utilizes a broad range of Axon software and hardware including our Tasers, body-worn cameras, My90, and the new records management software to name a few. The conference allows users from all over the country to interact and share ideas for best product use. Additionally, it provides an environment for making additional contacts within the Axon network of engineers and programmers which allows us to stay on the cutting edge of new technology. For example, one exciting development brought back to the department for consideration was a demonstration of AI technology used to increase efficiency in report writing.
- Records & Evidence Technician Madison McIntosh and Executive Administrator Kristy O'Hayre recently attended a two-day training in Commerce City geared towards all things evidence related, including inventory, audits, and release or destruction of items. The class provided valuable insight into packaging and managing our inventory of items ensuring we're compliant with applicable statutes as well as maintaining safety protocol. Furthermore, class materials included contacts at various organizations for the safe destruction of evidence such as electronics, guns, and drugs when they are legally allowed to be removed. Agencies from a variety of states were in attendance, and overall, it was a great event for networking and building a peer group to utilize as resources in the future.
- Communications & Engagement
 - Dog Walker Watch Meeting May 29th
 - My90 Campaign
 - Neighborhood Watch Meeting with FPD May 23rd
 - Special Olympics Torch Run May 29th
 - TruNarc Training
 - Police Department Photos

Town of Frederick - List of Bills
 April 26, 2024 - May 23, 2024

1800DRYCLEAN NORTH METRO DENVER	Uniform cleaning services	204.05
21ST CENTURY EQUIPMENT LLC	Equipment maintenance supplies	240.40
3CMA	Savvy Award - Publications Annual Report	95.00
4 RIVERS EQUIPMENT LLC	Equipment purchase - John Deere Loader	247,864.83
7-ELEVEN INC	Restitution	197.00
AAA PEST PROS LLC	Pest control	270.00
ACE HARDWARE OF FIRESTONE	Supplies	410.93
ACUSHNET COMPANY	Golf shop merchandise	1,985.40
ADAMSON POLICE PRODUCTS	Police uniforms and equipment	41,144.64
AGFINITY	Fuel	13,465.04
AIRGAS USA LLC	Supplies	2,825.71
ALL IN ONE PROFESSIONAL SERVICES LLC	Interpreting services	603.50
ALLIANCE SAFETY INC	Safety supplies	624.00
ALTITUDE AWARDS AND APPAREL	Uniforms	806.80
AMANDA DEBORD	Clerk contract services	1,120.00
AMERICAN EAGLE DISTRIBUTING	Beverage order for restaurant	368.77
AMERICAN LEAK DETECTION	Municipal Leak Detection	250.00
ANTHONY FOUNTAIN	Reimbursement for training expenses	51.01
ANTON OLSON	Tuition reimbursement	2,630.17
ARTISTIC CUSTOM BADGES AND COINS LLC	Frederick coins	809.70
ASPHALT SPECIALTIES CO INC	Mill and Overlay operations - WH & Tipple Pkwy	241,840.11
BBC RESEARCH & CONSULTING	Impact Fee Study	1,668.00
BETTER BUSINESS CLEANING	Monthly cleaning service	5,907.63
BIG M JANITORIAL INC	Frederick Way property maintenance	450.00
BK TIRE, INC.	Tire replacement and disposal	2,052.66
BLACK HILLS ENERGY	Natural gas utility	2,896.52
BLUE STAR RECYCLERS	Electronic recycling	6,423.40
BOULDER COUNTY COMBINED COURTS	Bond transfer	500.00
BRAD DAVIES	Boot reimbursement	150.00
BUFFALO BRAND SEED LLC	Grass seed for golf course	5,936.00
CALLAWAY GOLF	Golf shop merchandise	202.66
CAPITAL BUSINESS SYSTEMS INC	Town copier lease program	38.05
CDW GOVERNMENT LLC	Cisco Direct licenses	1,316.75
CENTRAL WELD COUNTY WATER DIST	Dry Creek Lease Windy Gap Storage/Water purchased	990,838.84
CENTRAL WELD CTY WATER DIST	Plant Investment fee reimbursement/Tap fees collected	80,065.00
CERVANTES CONCRETE	Concrete repairs	37,200.00
CINTAS CORPORATION	PW mat and uniform service	372.28
COLORADO BARRICADE CO	Street signs and supplies	1,165.08
COLORADO TECHNOLOGY CO	Reconfiguration of Tricaster system/DAIS expansion	8,624.99
COLORADO WATER WELL	Pump repairs	20,539.13
COMCAST CABLE	Monthly internet, tv and phone service	926.05
COMCAST PHONE	Town wide internet service	2,694.83
CORE & MAIN LP	Water maintenance supplies	1,123.00
COREN PRINTING INC	Warning Notice printing	703.75
CORKAT DATA SOLUTIONS LLC	PD Access Point Software/Software subscriptions	10,863.08
COSTAR REALTY INFORMATION INC	Monthly subscription	616.55
CUMMINS ROCKY MOUNTAIN, INC.	Generator maintenance	2,566.02
DANA KEPNER CO	Water meters and supplies	24,798.24
DANIELLE M CRAWFORD	Municipal Clerk services & mileage reimbursement	1,858.87
DATASHIELD CORPORATION	Document shredding	339.50
DENVER SIGN FACTORY	Clubhouse signs	1,200.00
DESIGN CONCEPTS CLA INC	Community Parks Master Plan	6,947.59
DEXTER AXLE COMPANY LLC	Equipment maintenance supplies	118.38
DUNAKILLY MANAGEMENT GROUP CORP	Owner's representation services	5,625.00
E & G TERMINAL INC	Supplies	459.72
EA PROSCAPES LLC	Trail Maintenance Program	5,879.00
ELDORADO ARTESIAN SPRINGS INC	Water Delivery Service	205.25

Town of Frederick - List of Bills
 April 26, 2024 - May 23, 2024

ELEMENT WATER CONSULTING	Water Engineering Services	69,528.50
ELEVATED FIRE SUPPLY	Vehicle safety maintenance supplies	787.25
ELITE HAIL SYSTEMS	2020 Ford Super Duty F-350 hail repairs	7,892.75
ENGLAND THIMS & MILLER INC	Esri GIS & OpenGov Cartegraph AM Support	270.00
ENTERPRISE FM TRUST	Vehicle lease program	181,697.12
EQUIPMENT DEVELOPMENT CO INC	Equipment purchase	6,186.25
EXPRESS SERVICES INC	Golf Shop Associate - Temp employee	626.46
FACTORY MOTOR PARTS CO	Vehicle maintenance supplies	373.19
FAIRFIELD AND WOODS PC	Legal services	3,255.00
FARNSWORTH GROUP INC	Facilities Master Plan	21,749.26
FIRESTONE REAL ESTATE GROUP LLC	Developers Escrow refund	6,175.00
FLATIRONS MARKETING & PRINTING SERVICES	Envelope printing	761.78
FORSGREN ASSOCIATES INC	Non-Potable Water Infrastructure Master Plan	21,743.13
FP MAILING SOLUTIONS	Qrtly payment for meter rental	135.00
FREDERICK HIGH SCHOOL	Senior Parade donation	2,500.00
FRONT RANGE LANDFILL	Landfill Voucher Program	22,230.45
FRONT RANGE METALWORKS LLC	Equipment maintenance supplies	278.27
G & G EQUIPMENT INC	Maintenance	118.24
GENERAL AIR	Shop supplies	23.51
GEORGIA BOYS SMOKEHOUSE	Community Tour & Talk catering	1,590.68
GEOTAB USA INC	Membership & support	1,578.50
GOLF & SPORT SOLUTIONS LLC	Golf course supplies	1,442.16
GREEN MILL SPORTMAN'S CLUB	Range use	300.00
GREEN MOUNTAIN PROMOTIONS	Golf course promotional items	1,194.77
HARDLINE EQUIPMENT	Maintenance equipment supply	250.93
HEADSTRONG COUNSELING LLC	Counseling services	200.00
HELENA AGRI ENTERPRISES LLC	Golf course fertilizer	7,633.77
HIGH COUNTRY BEVERAGE	Beverage order for restaurant	726.30
HYDROLOGIK LLC	Verizon cellular airtime	90.00
IMAGEFIRST HOSPITALITY	Linen service for restaurant	251.28
INFOSEND INC	UB statements, notices, postage and newsletter printing	3,749.08
INNOVATE! INC	GIS support	5,256.43
INTERMOUNTAIN SALES OF DENVER INC	Gate valve box repair kit	5,285.50
INTERNATIONAL ECONOMIC DEVELOPMENT COUNCIL	Additional Member Membership	100.00
INTERSTATE FORD	Maintenance supplies	355.00
INVESTIGATIONS LAW GROUP LLC	Internal investigation	4,300.00
J & M DISPLAYS INC	Miners Day fireworks	15,000.00
JARED BAKES	Police Equipment Loan Program	1,700.00
JC GOLF ACCESSORIES	Golf shop merchandise and supplies	984.10
JOHN CUTLER & ASSOCIATES	Partial billing for audit year Dec 2023	7,000.00
JUAN HERRERA	Restitution	200.00
JUB ENGINEERS INC	Silver Birch & Bella Rosa Intersection Design	19,621.93
K9 REC CENTER LLC	Animal impound fees	1,200.00
KATY PRESS	Retail consulting services	2,400.00
KINSCO LLC	Police uniforms	154.00
KRISTY OHAYRE	Reimbursement for travel expenses/Travel per diem	758.46
KYLE A RICHARDS	Livestream BOT meetings	150.00
L & M ENTERPRISES INC	Landscape repair and property maintenance	9,268.83
L.G. EVERIST INC	Road base	1,567.36
LAMP RYNEARSON & ASSOCIATES INC.	Frederick Storm sewer maintenance	8,896.00
LIFE STORIES CHILD & FAMILY ADVOCACY	1st Qtr. Investigative services	219.00
LIGHTING, ACCESSORY & WARNING SYSTEMS LL	Police vehicle maintenance	1,492.50
LINKSOUL	Golf shop merchandise	2,484.56
LUKE JOHNSON	Reimbursement for Police Academy supplies	55.43
MAC EQUIPMENT INC	Equipment purchase	11,569.57
MARONEY CONSULTING SERVICES LLC	Responsible Alcohol beverage vendor training	400.00
MASEK GOLF CAR COMPANY	Parts for equipment repair	170.74

Town of Frederick - List of Bills
 April 26, 2024 - May 23, 2024

MATCO TOOLS DISTRIBUTOR	Shop supplies	76.95
MIRROR IMAGE BREWING COMPANY	Beverage order for restaurant	130.00
MOSES WITTEMYER HARRISON & WOODRUFF PC	Legal services	45,069.00
MOUNTAIN RANGE PLUMBING	Water heater replacement	2,974.00
MY GUY HEATING AND AIR	AC compressor replacement	1,225.00
NATIONAL BUSINESS FURNITURE LLC	Office furniture	5,244.12
NEOTREKS INC	PlowOps equipment & subscription	14,648.55
NORTHERN CO. WATER CONSERVANCY DISTRICT	Transfer of 5 Units of CBT - No Name Creek	268.00
OCCUPATIONAL HEALTH CENTERS	Pre-Employment screening	69.00
PAUL C BENEDETTI	Legal Services - FURA	360.00
PEEL HANDCRAFTED PIZZA, EDGE GOURMET STREET KITCHEN	Community Tour & Talk catering	1,168.20
PIONEER DEVELOPMENT COMPANY	Feasibility analysis	5,700.00
PRAIRIE MOUNTAIN MEDIA	Publishing costs	241.74
PRE ACTION FIRE INC	Alarm and backflow annual inspection	2,305.00
PREMIUM EVENT STAFFING	Deposit for event staffing events	10,111.38
PRO GOLF REPAIR LLC	Pro Golf Services	11,648.61
PSYCHOLOGICAL DIMENSIONS	Pre-Employment screening	850.00
RAMEY ENVIRONMENTAL COMPLIANCE	ORC Services Distribution System	115.56
REPUBLIC NATIONAL DISTRIBUTING CO LLC	Restaurant supplies	164.46
RICK ENGINEERING COMPANY - COLORADO	Downtown Outdoor Rec/Mendoza Master Plan	3,313.50
RINGCENTRAL INC	Town phone system	3,860.12
ROCKY MTN PLAYGROUND SERVICES LTD	Playground repairs	12,415.79
SAFEBUILT COLORADO LLC	Building inspection services	3,950.00
SAFEWAY	Supplies	132.63
SARAH WATSON	Travel per diem for conference	241.50
SHINE BRIGHTX LLC	PMP Training	999.00
SIGNARAMA	Signage for Community Tour & Talk	285.00
SMITH ENVIRONMENTAL & ENGINEERING	Frederick GW Impacts Study	47,260.55
SOIL HORIZONS	Golf course topsoil	1,305.00
SPORT & FITNESS INC	Maintenance for gym equipment	200.00
STEVEN SMITH	Boot reimbursement	195.79
SUSAN POAGE	Travel per diem for conference	241.50
SWIRE COCA-COLA USA	Beverage supplies for restaurant	843.79
SYSCO DENVER	Restaurant supplies	1,471.65
TAYLOR MADE GOLF COMPANY	Golf shop merchandise	145.24
TELOS ONLINE INC	Back-up link	75.00
THE INSULATION GUYS LLC	Insulation repair and installation	26,412.00
THOMAS MANN	Restitution	501.86
TIMECLOCK PLUS LLC	Scheduling software subscription	992.64
TLO LLC	Investigation fees	110.00
TODD NORRIS	Reimbursement for conference expenses	151.26
TOWN OF ESTES PARK	Chiefs Golf Tournament	560.00
TRANSWEST TRUCK	Supplies	43.92
TRAVISMATHEW LLC	Golf shop merchandise	276.30
TRI TOWN PLUMBING & HEATING LLC	Plumbing repairs	1,585.00
TRICIA DAVID	Reimbursement for membership/meeting expenses	221.14
TRUEPOINT SOLUTIONS LLC	System Configuration & support	1,306.57
UMB BANK, NA	Frederick Sales & Use Tax Rev	27,400.00
UME CUSTOM EMBROIDERY & IMPRINTING LLC	Employee uniforms and apparel	581.54
UNITED POWER	Electric utility	7,432.99
UNIVERSITY AUTO PARTS INC	Equipment and vehicle supplies	440.60
UTILITY NOTIFICATION CENTER OF COLORADO	Water locates	654.03
VECTOR DISEASE CONTROL INTERNATIONAL LLC	Mosquito control	9,140.43
VERIZON WIRELESS	PD MDTs and cell phone service	7,646.23
VIA MOBILITY SERVICES	Transportation	5,940.00
VICE SPORTING GOODS INC	Golf shop merchandise	1,165.68
WARD ELECTRIC COMPANY INC	Electric installation for shop equipment	4,210.59

Town of Frederick - List of Bills
April 26, 2024 - May 23, 2024

WASTE CONNECTIONS OF COLO INC	Monthly trash & recycle service	918.51
WELD COUNTY DEPARTMENT OF PUBLIC	Water testing	648.00
WELD COUNTY SHERIFF	Inmate detention fee	75.65
WELD COUNTY TREASURER	PW Facility Land Swap Property Taxes	16.54
WEX BANK	Fuel	473.44
WILLDAN FINANCIAL SERVICES	Water Rate Study	5,670.00
YAMAHA MOTOR FINANCE CORP USA	Golf fleet lease	5,387.39
	Total	<hr/> 2,546,274.86



Town of Frederick Board of Trustees

Regular Board Meeting Minutes
Frederick Town Hall, 401 Locust Street

May 14, 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, Mayor Pro Tem Brown, Trustee Mahan, 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:

Special Presentations:

Municipal Judge Recognition – Judge Cahn

Action Agenda:

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.
Motion by Mayor Pro Tem Brown and seconded by Trustee Lamach to approve Resolution 24-R-28.

Upon roll call vote, motion passed unanimously.

Special Presentations:

Fred Friends Update – Sarah Watson and Kylie Couch

GFOA Recognition – Finance Department

Public Comment:

Staff Reports:

Administrative Report: – Bryan Ostler, Town Manager

Consent Agenda:

List of Bills – Kurtis Adams, Finance Director

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

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

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

Built on What Matters.

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

Motion by Mayor Pro Tem Brown and seconded by Trustee Mahan to approve the Consent Agenda.

Upon roll call vote, motion passed unanimously.

Action Agenda:

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. Senior Planner

Audem Gonzalez presented. Motion by Trustee Padia and seconded by Mayor Pro Tem Brown to approve Resolution 24-R-30 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.

Upon roll call vote, motion passed 4 – 1.

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

Couch presented. Motion by Mayor Pro Tem Brown and seconded by trustee TeVelde to approve Resolution 24-R-31.

Upon roll call vote, motion passed unanimously.

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. Water Conservation

Specialist Kylie Couch and Civil Engineer Sarah Watson presented. Motion by Mayor Pro Tem Brown and seconded by Trustee Lamach to approve Ordinance No. 1393.

Upon roll call vote, motion passed unanimously.

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. Deputy Town Manager Jason Leslie presented.

Motion by Mayor Pro Tem Brown and seconded by Trustee Mahan to approve Resolution 24-R-32.

Upon roll call vote, motion passed unanimously.

Resolution 24-R-33 A Resolution of the Town of Frederick, Colorado, Repealing the 2014 Miners' Park Town Centre Urban Renewal Plan. Economic Development Manager Max Daffron presented. Motion by Mayor Pro Tem Brown and seconded by Trustee Mahan to approve Resolution 24-R-33.

Upon roll call vote, motion passed unanimously.

Resolution 24-R-34 A Resolution of the Town of Frederick, Colorado, Appointing Officers of the Town of Frederick. Town Attorney Jason Meyers presented. Motion by Mayor Pro Tem Brown and seconded by Trustee Padia to approve Resolution 24-R-34.

Upon roll call vote, motion passed unanimously.

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 potential property acquisitions.

Motion by Mayor Pro Tem Brown and seconded by Trustee Mahan to move into executive session.

Upon roll call vote, motion passed unanimously.

The executive session concluded and returned to the regular meeting at 10:14 pm.

Adjournment:

There being no further business of the Board. Mayor Crites adjourned the meeting at 10:15 p.m.

Approved by the Board of Trustees:

ATTEST:

Tracie Crites, Mayor

Tricia David, Town Clerk



Built On What Matters

TOWN OF FREDERICK Board of Trustees Staff Report

Tracie Crites, Mayor

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

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

Grant of Easement to Central Weld County Water District

Agenda Date: June 11, 2024 Board of Trustees Meeting

Attachments:	1. PE - Perpetual Easement - Frederick & CWCWD - Bella Rosa - CW Signed	PE - Perpetual Easement - Frederick & CWCWD - Bella Rosa - CW Signed.pdf
	2. TCE - Temporary Easement - Frederick & CWCWD - Bella Rosa - CW Signed	TCE - Temporary Easement - Frederick & CWCWD - Bella Rosa - CW Signed.pdf
	3. Colorado & Bella Rosa Vicinity Map	Colorado & Bella Rosa Vicinity Map.pdf
	4. Reso CWCWD Easements	Reso CWCWD Easements.docx

Reviewed By:	Jason Berg, Engineer	Created/Initiated - 5/29/2024
	Kevin Ash, Engineering Director	Approved - 5/29/2024
	Kurtis Adams, Finance Director	Approved - 5/29/2024
	Jason Meyers, Town Attorney	Approved - 5/31/2024
	Jason Leslie, Deputy Town Manager	Final Approval - 5/31/2024

Action Type

2) Administrative: Actions of routine nature that implement policies/directions or effectuate the functioning of government; such as contract approvals/granting of licenses and permits/etc.

Strategic Plan Alignment:



Strategic, Reliable and Sustainable Infrastructure:
The Town is actively engaging in opportunities to enhance infrastructure and further implement the Town's Outfall System Plan through identified projects.

Summary Statement:

Grant of Easement located on the Town owned property of Outlot E within No Name Creek West to Central Weld County Water District (CWCWD).

Detail of Issue/Request:

To facilitate the construction of public improvements related to the Colorado Boulevard and Bella Rosa Parkway Drainage Improvements project, it is necessary for Central Weld County Water District to relocate the existing waterline outside the improvement area to an easement on the Town owned property of Outlot E within No Name Creek West subdivision. The easement area is adjacent to the existing Bella Rosa Parkway right-of-way.

As seen in the attached Grant of Easement documents, the Perpetual Non-Exclusive Easement covers an area of 7,855-square feet or 0.180 acres. Additionally, to facilitate CWCWD's construction of this improvement, a Temporary Construction Easement consisting of an area of 9,981-square feet is being granted.

Legal Comments:

The Town Attorney's Office has been fully involved in the process of negotiating and processing the Grant of Easement.

Alternatives/Options

The Town Board may choose to accept or not accept the Grant of Easement to Central Weld County Water District.

Financial Considerations

The Town Board of Trustees previously approved Resolution 24-R-57 – A Resolution of the Town of Frederick, Colorado, Waiving Permitting Fees for Central Weld County Water District Water Line Construction.

Staff Recommendation

Staff recommends approval of the Resolutions 24-R-57 as presented accepting the Grant of Easement to Central Weld County Water District.

PERPETUAL NON-EXCLUSIVE EASEMENT AGREEMENT

THIS PERPETUAL NON-EXCLUSIVE EASEMENT AGREEMENT ("Agreement"), is made by and between the Town of Frederick, Colorado, a Colorado statutory town, whose address is 401 Locust Street, Frederick, CO 80530 ("Town"), and Central Weld County Water District, a quasi-municipal corporation whose address is 2235 2nd Avenue, Greeley, CO 80631 ("District"). Town and District may be individually referred to as a "Party" and collectively referred to herein as "Parties."

AGREEMENT

1. Town's Property. Town is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

2. Grant of Easement to District. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town hereby grants, sells, and conveys to District, its successors, and assigns a Perpetual Non-Exclusive Easement ("Easement") on, under, through, over, and across a portion of the Property owned by Town, as described and depicted in Exhibit B attached hereto and incorporated herein by this reference the ("Easement Area"), the right to (a) construct, reconstruct, inspect, lay, install, upgrade, increase line size or capacity, operate, repair, maintain, inspect, upgrade, replace, remove, and operate one or more lines for the transmission, distribution, and service of water, and all underground and service appurtenances thereto, including metering stations, vaults, enclosures, identification signs, communication lines, and other fixtures ("Improvements"), at any time and from time to time as may be useful to, or required by District (subject to the requirements of this Agreement); (b) mark the location of the easement by suitable markers set in the ground, provided that any such markers remaining after the period of construction shall be placed in fences or other locations that will not interfere with any reasonable use Town will make of the Property; and (c) the right to enter and the right of ingress to and egress from the Property and Easement Area over, across and upon the Property and Easement Area by means of any roads or lanes now or hereafter located thereon.

3. Reservation of Rights to Town. Town reserves the right to use and occupy the Easement Area for any and all lawful purposes that are not inconsistent with the rights and privileges above granted, and that will not interfere with or endanger the Improvements or otherwise interfere with District's rights hereunder. Town may install and maintain groundcovers and landscaping (except trees) within the Easement Area without permission from District, and provided further that District does not interfere with Improvements that were previously approved by Town. Town shall not diminish the groundcover over the water lines and shall not substantially add to the groundcover over the water lines or their appurtenances.

4. District's Obligations.

- a. District shall submit engineering plans for the Improvements ("Plans") to Town for Town's review and approval, and shall not commence construction of the Improvements until after said approval is granted. District assumes all risk of such damages.
- b. District shall provide 48 hours' notice to Town prior to construction of the Improvements. Improvements shall be constructed in accordance with the approved Plans. Any changes to the Plans must be approved by Town before such changes are implemented. Town's review of the plans is solely for the benefit of Town, and does not shift any responsibility for the design, construction, operation, or failure of the Improvements to Town.
- c. Upon substantial completion of the Improvements, and prior to the covering of the Improvements, District shall notify Town, and Town shall have the right to inspect the Improvements to confirm that they are constructed in accordance with the Plans. If District fails to so notify Town, Town may require District to expose the Improvements for Town's inspection at District's sole cost and expense.
- d. District shall ensure that all work within the Easement Area is completed in a prompt and workmanlike manner, free of all liens and encumbrances against the Property.
- e. District shall, at District's sole cost and expense, restore or repair to original condition or as close thereto as possible, except as necessarily modified to accommodate the Improvements, any damages that arise from the construction, reconstruction, inspection, maintenance, repair, or failure of said Improvements, whether such damages occur within the Easement Area, the Property, or on adjoining rights-of-way. Except in the case of emergency repairs, all construction, reconstruction, inspection, maintenance, or repair activities that require disturbance of the surface of the ground shall be coordinated with the Town so as to ensure that there is no unreasonable interference with Town's use of the Property, the Easement Area, or any adjacent right-of-way. In the case of emergency repairs, District may commence work immediately, but shall notify Town as soon as practicable of the emergency, the need for repairs, the nature of the repairs, and the repair schedule.
- f. District shall be responsible for all utility locate responsibilities.

5. Termination; Abandonment. In case District shall fail to install the Improvements within the Easement Area within five years after the date of mutual execution of this Agreement, or otherwise permanently abandons the Easement by notice to Town or by ceasing to use the same for

a period of two consecutive years, all right, title, and interest hereunder of District shall revert to the then-owner or owners of the Property as their interests may appear.

6. Permits, Approvals, Licenses, and Consents. District is solely responsible for obtaining any permits, approvals, licenses, and consents, and meeting any other legal obligations or requirements including those imposed by any governmental authority prior to construction of Improvements within the Easement Area. Town shall not object to or otherwise interfere with any application for any such permits, approvals, licenses, or consents, provided that same are consistent with the plans for the Improvements that are reviewed and approved by Town.

7. Liability. The District shall be liable to the extent allowed by law for loss and damage that shall be caused by any wrongful exercise of the rights of ingress and egress or by wrongful or negligent act or omission of or of its agents or employees in the course of their employment in the exercise of rights under this Agreement.

8. No Warranty of Title. The grant or grants made by Town under this Agreement are without any representation or warranty of title of any nature. Town has made no representation of the quality of its title, and in the event that it shall at any time be determined that the rights granted hereby are beyond the right or authority of Town, the rights and interests hereby conferred shall be limited to such rights and interests as are within the right and authority of Town to grant as of the date of this Agreement. In no event shall a change in the rights and interests hereby granted including the elimination of those rights and interests—constitute a default under this Agreement.

9. No Multi-Year Fiscal Commitment. Any financial obligation of the Town or District related to this Agreement is contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Neither the Town or District warrants that funds will be available to fund this Agreement beyond the fiscal year in which it is executed.

10. Colorado Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by Town or District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as applicable now or hereafter amended ("CGIA"), nor does either Party waive any argument that the CGIA does not apply to claims or defenses related to this Agreement or arising out of the construction, existence, use, operation, or failure of the Improvements.

11. Severability and Reformation. If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, if allowed by law, in lieu of such invalid, illegal, or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable. If such reformation is not possible, this Agreement shall be

construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the Parties.

12. Entire Agreement. The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, its agents, or employees.

13. Successors and Assigns. The covenants herein contained shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors, and assignees.

14. Headings. Section and subsection titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference. Such titles and captions in no way define, limit, extend, or describe the scope of this Agreement nor the intent of any text following the title or caption.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

16. Recording. The Parties agree that this Perpetual Easement shall be recorded, at District's sole cost, in the office of the Weld County Clerk and Recorder's Office.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date last below undersigned.

[Signature Pages Follow]

DISTRICT:

Stan Linker
Stan Linker District Mgr.

STATE OF COLORADO)
)ss.
COUNTY OF Weld)

Subscribed and acknowledged before me this 9 day of May, 2024, by
Stan Linker

WITNESS my hand and official seal.

My commission expires: 5/2/2025

Rafanne Garcia
Notary Public

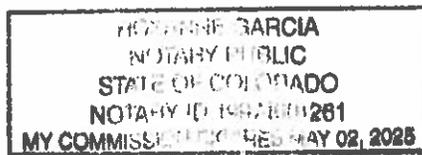


EXHIBIT A

Legal Description of Town's Property

Table 1: <https://propertyreport.weld.gov/?account=R0732201>

Legal					
FRE NNCW OUTLOT E NONAME CREEK WEST					
Subdivision	Block	Lot	Land Economic Area		
NONAME CREEK WEST		E	NO NAME CREEK		
Property Address	Property City	Zip	Section	Township	Range
	FREDERICK		13	02	68



Figure 1: Town's Property via Weld County Assessor Webpage

EXHIBIT B

Legal Description of Easement Area

EXHIBIT B

PARCEL DESCRIPTIONS

A parcel of land, being part of Outlot E, Noname Creek West Final Plat as recorded March 26, 2001 as Reception No. 2835138 of the Records of the Weld County Clerk and Recorder, situate in the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Two North (T.2N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), Town of Frederick, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 13 and assuming the south line of said Southeast Quarter as bearing South 89°46'12" West, a distance of 2,662.69 feet monumented by a #6 rebar with 2.5" aluminum cap stamped LS 24305 on the east end and a #6 rebar with a 3.25" aluminum cap stamped LS 16406 on the west end and with all other bearings contained herein relative thereto;

THENCE South 89°46'12" West, along said south line, a distance of 723.01 feet;
THENCE North 26°43'13" East a distance of 67.31 feet to the Southwest Corner of said Outlot E and the POINT OF BEGINNING;
THENCE North 26°43'13" East, along the west line of Outlot E, a distance of 33.65 feet;
THENCE North 89°46'12" East a distance of 85.41 feet;
THENCE South 46°14'14" East a distance of 14.40 feet;
THENCE North 89°46'12" East a distance of 236.63 feet;
THENCE North 00°06'45" West a distance of 20.00 feet;
THENCE North 89°46'12" East a distance of 20.00 feet to the east line of Outlot E;
THENCE South 00°06'45" East, along said east line, a distance of 40.00 feet to the north Right-of-Way line of Bella Rosa Parkway;
THENCE South 89°46'12" West, along said north line, a distance of 264.67 feet;
THENCE North 46°14'14" West a distance of 14.40 feet;
THENCE South 89°46'12" West a distance of 65.07 feet;
THENCE South 26°43'13" West a distance of 11.22 feet to the north Right-of-Way line of Bella Rosa Parkway;
THENCE South 89°46'12" West, along said north line, a distance of 22.44 feet to the POINT OF BEGINNING.

Said described parcel of land contains 7,855 Square Feet or 0.180 Acres, more or less (±).

SURVEYORS STATEMENT

I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

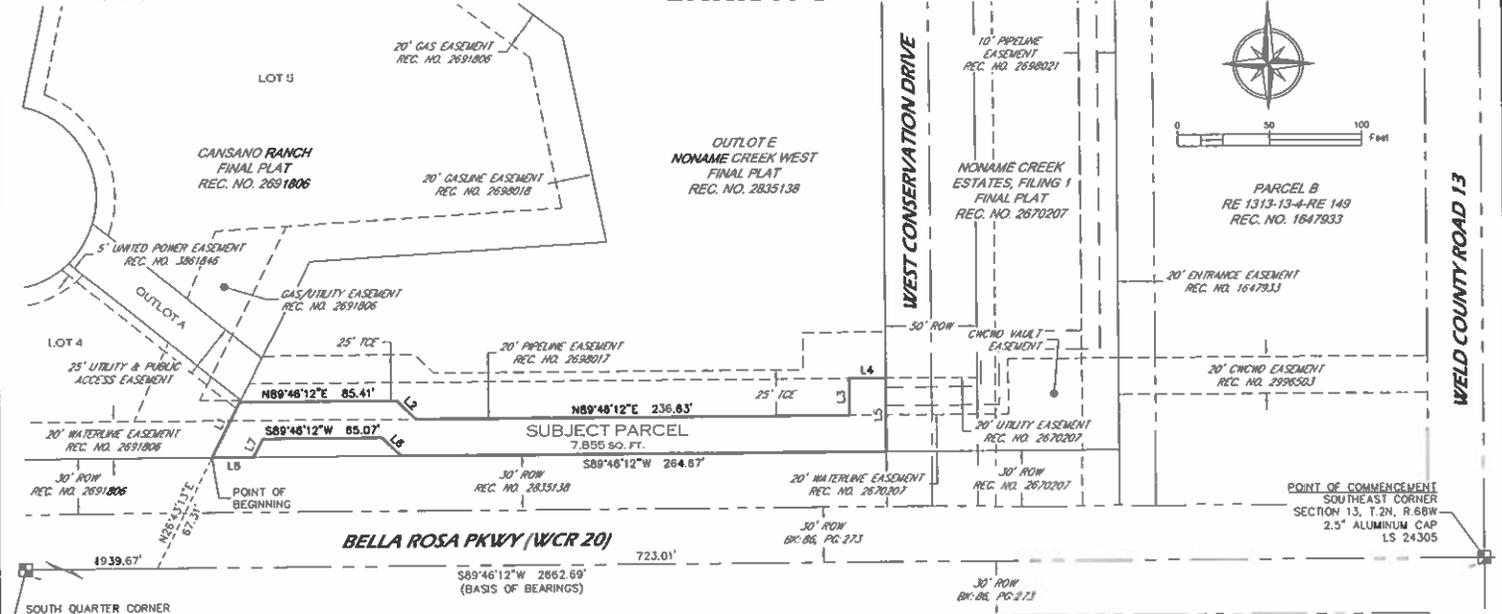


Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



EXHIBIT B

Waterline Easement
SE1/4 Section 13, T.2N., R. 68W.



LINE	BEARING	LENGTH
L1	N26°43'13"E	33.65'
L2	S46°14'14"E	14.40'
L3	N00°06'45"W	20.00'
L4	N89°46'12"E	20.00'
L5	S00°06'45"E	40.00'
L6	N46°14'14"W	14.40'
L7	S26°43'13"W	11.22'
L8	S89°46'12"W	22.44'

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification above herein. (CRS 13-80-105)

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.



MAJESTIC SURVEYING
PROJECT NO. 2021297-D CLIENT NOCO
DATE: 2-15-2024 SCALE 1"=50'



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made this _____ day of _____, 20__ ("Effective Date"), by and between the Town of Frederick, Colorado, a Colorado statutory town, whose address is 401 Locust Street, Frederick, CO 80530 ("Town"), and Central Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 2235 2nd Avenue, Greeley, Colorado 80631 ("District").

1. TOWN'S PROPERTY. Town is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

2. GRANT OF TEMPORARY EASEMENT. For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Town has granted, bargained, sold, and conveyed, and by this Agreement does grant, bargain, sell, convey, and confirm unto the District, its successors, and assigns, a temporary construction easement (the "Temporary Easement") in, on, under, over, across, and upon the real property legally described and depicted on Exhibit B attached hereto and incorporated herein by reference (the "Temporary Easement Area").

3. PURPOSES AND USES OF TEMPORARY EASEMENT. The Temporary Easement herein granted may be used by the District for the purposes of:

- (a) Surveying, locating, installing, and constructing one buried water pipeline, in whole or in part, and all necessary subsurface and surface appurtenances and facilities for the transportation of water and the operation of water facilities (the "Improvements"), including supporting pipelines located within the Temporary Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Allowing the District's contractors, agents, and employees to enter upon the Temporary Easement Area with machinery, trucks, materials, tools, and other equipment that may be used or required in the construction of the Improvements; and
- (c) Marking the location of the Temporary Easement Area by suitable markers set in the ground; and
- (d) All other rights necessary and incident to the full and complete use and enjoyment of the Temporary Easement for the purpose herein granted.
- (e) If work shall take place within the Town's right-of-way, a right-of-way permit shall be required.
- (f) If grading is over one (1) acre of disturbance, a grading permit shall be required.

4. TERM. The Temporary Easement shall begin on 05/13/2024 ("Beginning Date") and shall terminate two years after such Beginning Date.

5. ADDITIONAL RIGHTS OF THE DISTRICT. Town further grants to the District, its successors, and assigns:

- (a) The right of ingress and egress to and from the Temporary Easement Area over, across, and upon the Property by means of any roads or lanes now or hereafter located thereon; and
- (b) The right to grade the Temporary Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above; and
- (c) The District shall have the right to use so much of the Temporary Easement Area during surveying and construction of the Improvements as may be reasonably required, provided, however, that such activities shall not interfere unreasonably with Town's use and enjoyment of the adjoining premises. The District and its permitted assigns and licensees shall repair any damage to the Temporary Easement Area caused by the District's use of such area.

6. DISTRICT'S OBLIGATIONS. In connection with the District's use of the Temporary Easement Area, the District shall:

- (a) District shall submit engineering plans for the Improvements ("Plans") to Town for Town's review and approval, and shall not commence construction of the Improvements until after said approval is granted; and
- (b) District shall provide 48 hours' notice to Town prior to construction of the Improvements. Improvements shall be constructed in accordance with the approved Plans. Any changes to the Plans must be approved by Town before such changes are implemented. Town's review of the plans is solely for the benefit of Town, and does not shift any responsibility for the design, construction, operation, or failure of the Improvements to Town; and
- (c) Upon substantial completion of the Improvements, and prior to the covering of the Improvements, District shall notify Town, and Town shall have the right to inspect the Improvements to confirm that they are constructed in accordance with the Plans. If District fails to so notify Town, Town may require District to expose the Improvements for Town's inspection at District's sole cost and expense; and
- (d) District shall ensure that all work within the Temporary Easement is completed in a prompt and workmanlike manner, free of all liens and encumbrances against the Property; and
- (e) District shall, at District's sole cost and expense, restore or repair to original condition or as close thereto as possible, except as necessarily modified to accommodate the Improvements, any damages that arise from the construction and inspection of said Improvements, whether such damages occur within the Temporary Easement, the Property, or on adjoining rights-of-way. Except in the case of emergency repairs, all construction and inspection activities that require disturbance of the surface of the

ground shall be coordinated with the Town so as to ensure that there is no unreasonable interference with Town's use of the Property, the Temporary Easement, or any adjacent right-of-way. In the case of emergency repairs, District may commence work immediately, but shall notify Town as soon as practicable of the emergency, the need for repairs, the nature of the repairs, and the repair schedule; and

- (f) District shall be responsible for all utility locate responsibilities.

7. MAINTENANCE AND RESTORATION OF TEMPORARY EASEMENT AREA.

- (a) Town will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material within the Temporary Easement Area; and
- (b) Upon completion of construction of the Improvements, the District will make such repairs or take such other action as may be reasonably necessary to restore the Temporary Easement Area to a condition compatible to its prior condition as of 05/13/2024, including, but not limited to, re-seeding and re-planting of any disturbed areas in a manner reasonably satisfactory to Town, correction of any subsidence and restoration of any other improvements or conditions impacted by the District's activities related to the Improvements.

8. NO WARRANTY OF TITLE. The grant or grants made by Town under this Agreement are without any representation or warranty of title of any nature. Town has made no representation of the quality of its title, and in the event that it shall at any time be determined that the rights granted hereby are beyond the right or authority of Town, the rights and interests hereby conferred shall be limited to such rights and interests as are within the right and authority of Town to grant as of the date of this Agreement. In no event shall a change in the rights and interests hereby granted—including the elimination of those rights and interests—constitute a default under this Agreement.

9. ADDITIONAL TERMS AND CONDITIONS.

- (a) **Permits, Approvals, Licenses, and Consents.** District is solely responsible for obtaining any permits, approvals, licenses, and consents, and meeting any other legal obligations or requirements including those imposed by any governmental authority prior to construction of Improvements within the Temporary Easement. Town shall not object to or otherwise interfere with any application for any such permits, approvals, licenses, or consents, provided that same are consistent with the plans for the Improvements that are reviewed and approved by Town.
- (b) **Liability.** The District shall be liable to the extent allowed by law for loss and damage that shall be caused by any wrongful exercise of the rights of ingress and egress or by wrongful or negligent act or omission of or of its agents or employees in the course of their employment in the exercise of rights under this Agreement.
- (c) **Construction.** Whenever used herein, the singular includes the plural, the plural the singular, and the use of any gender is applicable to all genders.

- (d) **No Multi-Year Fiscal Commitment.** Any financial obligation of the Town or District related to this Agreement is contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Neither the Town or District warrants that funds will be available to fund this Agreement beyond the fiscal year in which it is executed.
- (e) **Governmental Immunity.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the Town or District's immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.
- (f) **Binding Effect.** All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors, and assigns.
- (g) **Severability and Reformation.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, if allowed by law, in lieu of such invalid, illegal, or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable. If such reformation is not possible, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the Parties.
- (h) **Counterparts.** This Agreement may be executed in several counter parts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (i) **Entire Agreement.** The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, its agents, or employees.
- (j) **Headings.** Section and subsection titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference. Such titles and captions in no way define, limit, extend, or describe the scope of this Agreement nor the intent of any text following the title or caption.

EXHIBIT A

Legal Description of Town's Property

Table 1: <https://propertyreport.weld.gov/?account=R0732201>

Legal					
FRE NNCW OUTLOT E NONAME CREEK WEST					
Subdivision	Block	Lot	Land Economic Area		
NONAME CREEK WEST		E	NO NAME CREEK		
Property Address	Property City	Zip	Section	Township	Range
	FREDERICK		13	02	66



Figure 1: Town's Property via Weld County Assessor Webpage

EXHIBIT B

Legal Description of Temporary Easement Area

EXHIBIT B
PARCEL DESCRIPTIONS

Two parcels of land, being part of Outlot E, Noname Creek West Final Plat as recorded March 26, 2001 as Reception No. 2835138 of the Records of the Weld County Clerk and Recorder, situate in the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Two North (T.2N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), Town of Frederick, County of Weld, State of Colorado and being more particularly described as follows:

BASIS OF BEARINGS

Assuming the south line of the Southeast Quarter of said Section 13 as bearing South 89°46'12" West, a distance of 2,662.69 feet monumented by a #6 rebar with 2.5" aluminum cap stamped LS 24305 on the east end and a #6 rebar with a 3.25" aluminum cap stamped LS 16406 on the west end and with all other bearings contained herein relative thereto;

PARCEL A:

COMMENCING at the Southeast Corner of Section 13;
THENCE South 89°46'12" West, along the south line of said Southeast Quarter, a distance of 723.01 feet;
THENCE North 26°43'13" East a distance of 67.31 feet to the Southwest Corner of said Outlot E;
THENCE North 89°46'12" East, along the north Right-of-Way line of Bella Rosa Parkway, a distance of 22.44 feet to the POINT OF BEGINNING;
THENCE North 26°46'13" East a distance of 11.22 feet;
THENCE North 89°46'12" East a distance of 65.07 feet;
THENCE South 46°14'14" East a distance of 14.40 feet to the north Right-of-Way line of Bella Rosa Parkway;
THENCE South 89°46'12" West, along said north line, a distance of 80.51 feet to the POINT OF BEGINNING.

Said described parcel of land contains 728 Square Feet or 0.017 Acres, more or less (±).

TOGETHER WITH:

PARCEL B:

COMMENCING at the Southeast Corner of Section 13;
THENCE South 89°46'12" West, along the south line of said Southeast Quarter, a distance of 723.01 feet;
THENCE North 26°43'13" East a distance of 67.31 feet to the Southwest Corner of said Outlot E;
THENCE North 26°43'13" East, along the west line of Outlot E, a distance of 33.65 feet to the POINT OF BEGINNING;
THENCE North 26°43'13" East, continuing along said west line, a distance of 28.05 feet;
THENCE North 89°46'12" East a distance of 82.80 feet;
THENCE South 46°14'14" East a distance of 14.40 feet;
THENCE North 89°46'12" East a distance of 201.59 feet;

THENCE North 00°06'45" West a distance of 20.00 feet;
THENCE North 89°46'12" East a distance of 45.00 feet to the east line of Outlot E;
THENCE South 00°06'45" East, along said east line, a distance of 25.00 feet;
THENCE South 89°46'12" West a distance of 20.00 feet;
THENCE South 00°06'45" East a distance of 20.00 feet to the north Right-of-Way line of Bella Rosa Parkway;
THENCE South 89°46'12" West, along said north line, a distance of 236.63 feet;
THENCE North 46°14'14" West a distance of 14.40 feet;
THENCE South 89°46'12" West a distance of 85.41 feet to the POINT OF BEGINNING;

Said described parcel of land contains 9,253 Square Feet or 0.212 Acres, more or less (±).

SURVEYORS STATEMENT

I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



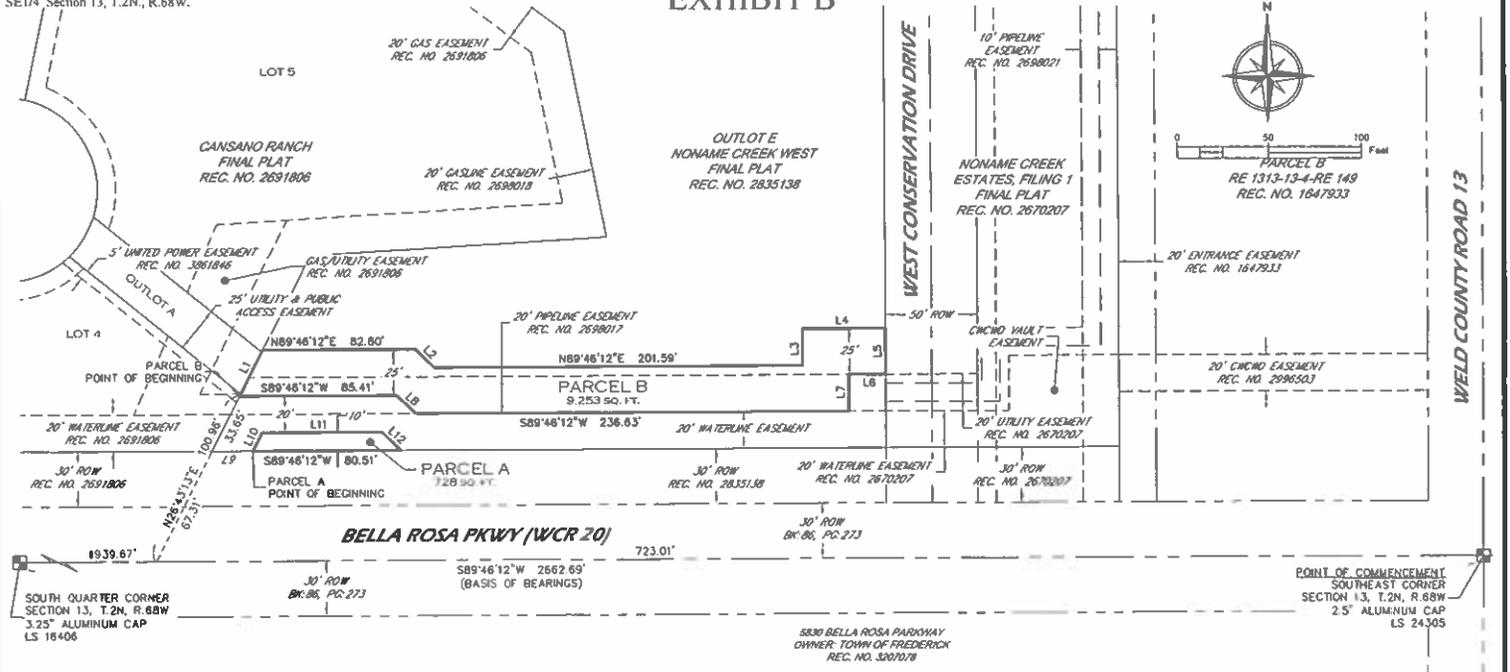
Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550

Temporary Construction Easement
SE1/4, Section 13, T.2N., R.68W.

EXHIBIT B



Matthew A. Kramer, P.L.S. 38844
On behalf of Majestic Surveying, I.L.C.

LINE	BEARING	LENGTH
L1	N26°43'13"E	28.00'
L2	S46°14'14"E	14.40'
L3	N00°06'45"W	20.00'
L4	N89°46'12"E	45.00'
L5	S00°06'45"E	25.00'
L6	S89°46'12"W	20.00'

LINE	BEARING	LENGTH
L7	S00°06'45"E	20.00'
L8	N46°14'14"W	14.40'
L9	N89°46'12"E	22.44'
L10	N26°43'13"E	11.22'
L11	N89°46'12"E	65.07'
L12	S46°14'14"E	14.40'

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein. (CRS 13-80-105)

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

MAJESTIC SURVEYING
PROJECT NO: 2021297-D CLIENT: NDCO
DATE: 2-15-2024 SCALE: 1"=50'



Area of CWCWD
waterline relocation
within granted easement.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-57**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, GRANTING
A PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION
EASEMENT TO THE CENTRAL WELD COUNTY WATER DISTRICT**

WHEREAS, the Town of Frederick (“Town”) is the owner of certain real property described as:

Permanent Easement Area:

A parcel of land, being part of Outlot E, Noname Creek West Final Plat as recorded March 26, 2001 as Reception No. 2835138 of the Records of the Weld County Clerk and Recorder, situate in the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Two North (T.2N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), Town of Frederick, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 13 and assuming the south line of said Southeast Quarter as bearing South 89°46’12” West, a distance of 2,662.69 feet monumented by a #6 rebar with 2.5” aluminum cap stamped LS 24305 on the east end and a #6 rebar with a 3.25” aluminum cap stamped LS 16406 on the west end and with all other bearings contained herein relative thereto;

THENCE South 89°46’12” West, along said south line, a distance of 723.01 feet;
THENCE North 26°43’13” East a distance of 67.31 feet to the Southwest Corner of said Outlot E and the POINT OF BEGINNING;
THENCE North 26°43’13” East, along the west line of Outlot E, a distance of 33.65 feet;
THENCE North 89°46’12” East a distance of 85.41 feet;
THENCE South 46°14’14” East a distance of 14.40 feet;
THENCE North 89°46’12” East a distance of 236.63 feet;
THENCE North 00°06’45” West a distance of 20.00 feet;
THENCE North 89°46’12” East a distance of 20.00 feet to the east line of Outlot E;
THENCE South 00°06’45” East, along said east line, a distance of 40.00 feet to the north Right-of-Way line of Bella Rosa Parkway;
THENCE South 89°46’12” West, along said north line, a distance of 264.67 feet;
THENCE North 46°14’14” West a distance of 14.40 feet;
THENCE South 89°46’12” West a distance of 65.07 feet;
THENCE South 26°43’13” West a distance of 11.22 feet to the north Right-of-Way line of Bella Rosa Parkway;
THENCE South 89°46’12” West, along said north line, a distance of 22.44 feet to the POINT OF BEGINNING.

Said described parcel of land contains 7,855 Square Feet or 0.180 Acres, more or less (±).

Temporary Construction Easement Area:

Two parcels of land, being part of Outlot E, Noname Creek West Final Plat as recorded March 26, 2001 as Reception No. 2835138 of the Records of the Weld County Clerk and Recorder, situate in the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Two North (T.2N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), Town of Frederick, County of Weld, State of Colorado and being more particularly described as follows:

BASIS OF BEARINGS

Assuming the south line of the Southeast Quarter of said Section 13 as bearing South 89°46'12" West, a distance of 2,662.69 feet monumented by a #6 rebar with 2.5" aluminum cap stamped LS 24305 on the east end and a #6 rebar with a 3.25" aluminum cap stamped LS 16406 on the west end and with all other bearings contained herein relative thereto;

PARCEL A:

COMMENCING at the Southeast Corner of Section 13;
THENCE South 89°46'12" West, along the south line of said Southeast Quarter, a distance of 723.01 feet;
THENCE North 26°43'13" East a distance of 67.31 feet to the Southwest Corner of said Outlot E;
THENCE North 89°46'12" East, along the north Right-of-Way line of Bella Rosa Parkway, a distance of 22.44 feet to the POINT OF BEGINNING;
THENCE North 26°46'13" East a distance of 11.22 feet;
THENCE North 89°46'12" East a distance of 65.07 feet;
THENCE South 46°14'14" East a distance of 14.40 feet to the north Right-of-Way line of Bella Rosa Parkway;
THENCE South 89°46'12" West, along said north line, a distance of 80.51 feet to the POINT OF BEGINNING.

Said described parcel of land contains 728 Square Feet or 0.017 Acres, more or less (±).

TOGETHER WITH:

PARCEL B:

COMMENCING at the Southeast Corner of Section 13;
THENCE South 89°46'12" West, along the south line of said Southeast Quarter, a distance of 723.01 feet;
THENCE North 26°43'13" East a distance of 67.31 feet to the Southwest Corner of said Outlot E;
THENCE North 26°43'13" East, along the west line of Outlot E, a distance of 33.65 feet to the POINT OF BEGINNING;
THENCE North 26°43'13" East, continuing along said west line, a distance of 28.05 feet;
THENCE North 89°46'12" East a distance of 82.80 feet;
THENCE South 46°14'14" East a distance of 14.40 feet;
THENCE North 89°46'12" East a distance of 201.59 feet;

THENCE North 00°06'45" West a distance of 20.00 feet;
THENCE North 89°46'12" East a distance of 45.00 feet to the east line of Outlot E;
THENCE South 00°06'45" East, along said east line, a distance of 25.00 feet;
THENCE South 89°46'12" West a distance of 20.00 feet;
THENCE South 00°06'45" East a distance of 20.00 feet to the north Right-of-Way line of Bella Rosa Parkway;
THENCE South 89°46'12" West, along said north line, a distance of 236.63 feet;
THENCE North 46°14'14" West a distance of 14.40 feet;
THENCE South 89°46'12" West a distance of 85.41 feet to the POINT OF BEGINNING;

Said described parcel of land contains 9,253 Square Feet or 0.212 Acres, more or less (±).

WHEREAS, the Town desires to grant, and the Central Weld County Water District ("District") desires to accept, a permanent easement and temporary construction easement for the purpose of relocation of District water line infrastructure adjacent to Bella Rosa Parkway (attached hereto) over a portion of the Town's property described above.

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

Section 1. Grant of Permanent and Temporary Construction Easements.

- a. The Board of Trustees approves the grant of both a permanent and temporary construction easement ("easements") to the Central Weld County Water District, generally located as set forth above and more particularly described in Exhibit A.
- b. The Board of Trustees authorizes the execution of the easements by the Mayor on behalf of the Town of Frederick.

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

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

Section 4. Certification. The Town Clerk shall certify 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 ____ DAY OF _____, 2024.

ATTEST:

TOWN OF FREDERICK

By _____
Tricia David, Town Clerk

By _____
Tracie Crites, Mayor

EXHIBIT A

Easement Agreements



Built On What Matters

TOWN OF FREDERICK Board of Trustees Staff Report

Tracie Crites, Mayor

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

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

Water Treatment Feasibility Study Contract

Agenda Date: June 11, 2024 Board of Trustees Meeting

Attachments:	1. Resolution 24-R-36	Resolution 24-R-36.docx
	2. Exhibit A - Independent Consultant Agreement	Exhibit A - Independent Consultant Agreement.pdf
	3. Exhibit A - Scope of Work	Exhibit A - Scope of Work.pdf

Reviewed By:	Emily Nitcher, Assistant Town Clerk	Created/Initiated - 5/24/2024
	Kevin Ash, Engineering Director	Approved - 5/29/2024
	Kurtis Adams, Finance Director	Approved - 5/29/2024
	Jason Meyers, Town Attorney	Approved - 5/31/2024
	Jason Leslie, Deputy Town Manager	Final Approval - 5/31/2024

Action Type

1) Legislative: Actions that relate to subjects of a long term and general applicability; such as the passing of ordinances/resolutions/policies/etc.

Strategic Plan Alignment:



Strategic, Reliable & Sustainable Infrastructure – This request aligns with the Town’s Long Term Water Supply Plan in addressing the need for a Water Treatment Feasibility Study, as identified in the plan.

Summary Statement:

The Town's Long-Term Water Resources Plan identifies the need for a Water Treatment Feasibility Study (WTFS) to provide a plan for the creation of a local drinking water treatment facility in Frederick. The WTFS will investigate treating Boulder Creek supplies to meet future potable water needs. The goals for the WTFS are to be strategic with existing and future investments in the water systems and improve water service to our existing and future customers. Local treatment may be necessary as early as 2034, depending on the availability of other water supplies. This study will provide a plan for local treatment if it is necessary by 2034. The anticipated volume of water a local treatment plant is expected to provide is 1,500 AFY. This amount could provide water to approximately 2,500 homes for a year.

Detail of Issue/Request:

The need for a Water Treatment Feasibility Study was identified in the Town's Board approved Long-Term Water Resources Plan. This plan states that "the Town will advance investigations regarding the feasibility of treating Boulder Creek supplies stored in Milavec Reservoir to meet drinking water quality standards. The investigation will evaluate potential treatment technologies, costs, and time requirements to permit and construct the facility, as well as monitoring and evaluating current quality data for water stored in the reservoir."

In January the Town solicited statements of qualification (SOQs) for the creation of a WTFS. The Town received two (2) SOQs. The Town's Engineering staff reviewed the two SOQs and ranked the statements based on Statement Content, Assigned Personnel, Availability, and Statement Quality. Through this review process completed by Engineering staff the highest rated firm is Plummer Associates, Inc (Plummer).

After Staff identified the highest-ranking firm, a scope meeting was conducted with the Plummer team to discuss in more detail the items and or issues that the Town needs the plan to address. Work to be completed by Plummer includes: field surveying, research and analysis, bench tests, propose a drinking water treatment train, assistance with public meetings and public input sessions, presentations to the Town Board, and preparation of graphics to demonstrate issues and needs.

Deliverables for this project include a report that details estimated area required for drinking water treatment facility, capacity of treatment plant, timeline for proposed improvements (including Milavec expansion, permitting, and construction of plant), estimated cost, estimated number of personnel required for facility, permitting process, water quality analysis plan, proposed water treatment train. In addition, the report other deliverables include 2 Town meetings with the Board, 2 strategic work session meetings with the Board, and bi-weekly status meetings.

Legal Comments:

The Town Attorney's Office has drafted a resolution.

Alternatives/Options

The Board could choose not to proceed with a WTFS at this time. However, this is not recommended as completing this study on the timeline proposed in Plummer's scope of work is integral to the Town's Long-Term Water Resources Plan.

Although the Town prefers to have at least three statements of qualification to move forward with a contract award, staff recommends moving forward with the highest ranked firm, Plummer. Town staff posted the request for qualifications (RFQ) for the standard amount of time, but despite this and good attendance at the pre-bid meeting, the Town only received two SOQs for this project. Considering both SOQs received were complete and thorough, staff believes it would be in the best interest of the Town to move forward with the highest ranked SOQ that was submitted.

Financial Considerations

The contract amount for the design services of Plummer for the Water Treatment Feasibility Study is \$176,450. The 2024 Budget includes \$200,000 for water studies. This contract award is within the 2024 Budget.

Staff Recommendation

Staff recommends that the Board approve Resolution 24-R-36.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-36**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, TO AWARD
A CONTRACT FOR THE 2024 WATER TREATMENT FEASIBILITY STUDY
AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE
CONTRACT**

WHEREAS, in accordance with Chapter 4 Article V of the Town Municipal Code, the Town is not required to seek bids for technical and professional services, and notwithstanding, the Town issued a Request for Qualifications and interviewed firms for the 2024 Water Treatment Feasibility Study; and,

WHEREAS, the Board of Trustees finds that the preferred consultant for this contract award is Plummer Associates, 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 scope for the Water Treatment Feasibility Study from Plummer Associates, Inc. as the most qualified applicant with a fee of \$176,450 as reflected in the accompanied Action Memorandum.

2. Additional funds, not to exceed 10% (ten percent) of the contract price, may be utilized to ensure the completion of the contracted work in the event of reasonable change orders or other unforeseen circumstances.

3. The Board of Trustees 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 11TH DAY OF JUNE, 2024.

TOWN OF FREDERICK

By: _____
Tracie Crites, Mayor

ATTEST:

By: _____
_____, Town Clerk

INDEPENDENT CONSULTANT AGREEMENT

THIS INDEPENDENT CONSULTANT AGREEMENT (the “Agreement”) is made and entered into this 11 day of June, 2024 (the “Effective Date”) by and between Plummer Associates, Inc., a Texas corporation, whose legal address is 1320 South University Drive, Suite 300, Fort Worth, TX 76107 (“Consultant”), and the Town of Frederick, a Colorado statutory town, whose address is 401 Locust Street, P.O. Box 435, Frederick, Colorado 80530 (“Town”; collectively, “Parties”).

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

WHEREAS, the Consultant wishes to become associated with the Town as an independent Consultant; and

WHEREAS, the parties wish to memorialize their contractual relationship.

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

SECTION 1: PARTIES

1.01 Town. Town is a municipal corporation located in Frederick, Colorado.

1.02 Consultant. Consultant is a private, independent business that will exercise discretion and judgment of an independent Consultant in the performance and exercise of its rights and obligations under this Agreement. Consultant shall use its own judgment and skills in determining the method, means, and manner of performing this Agreement. Consultant shall be responsible for the proper performance of this Agreement in accordance with any and all applicable federal, state, and municipal laws, regulations, and orders.

1.03 Intent of the Parties. By this Agreement, Town and Consultant intend for Consultant to be an independent Consultant in relationship to the Town and not the Town’s employee or agent. Consequently, Consultant will not be considered an employee or agent of the Town at any time under any circumstances, for any purpose.

a) Consultant does not have the authority to act for the Town, or to bind the Town in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Town. Consultant is not an agent of the Town, and will not hold itself out to the public as an agent of the Town.

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

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

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

SECTION 2: TERM, DUTIES, COMPENSATION

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

2.02 Duties and Compensation. The Consultant's duties, compensation, and provisions for payment thereof shall be as set forth in Exhibit A, and any contemplated change in said terms shall be submitted to the Town in writing for review and approval prior to any such change. Consultant shall submit a properly itemized invoice for services performed and expenses incurred under this

Agreement and shall cooperate with and provide any other necessary information to Town. Town will pay Consultant within thirty (30) days after receipt of such properly itemized claim forms.

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

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

SECTION 3: OPERATIONS

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

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

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

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

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

4.02 Damage and Indemnity. Consultant assumes full responsibility for any and all damages caused by Consultant's exercise of its activities as authorized by this Agreement. Consultant agrees that it will at all times protect, defend, and indemnify, and hold harmless the Town, its officers, agents, employees, tenants, and their successors and assigns from and against all liabilities, losses, claims, demands, actions, and court costs (including reasonable attorneys' fees), to the extent arising from or growing out of loss or damage to property or injury to or death to any persons caused by the negligent performance of professional services by the Consultant or failure to act as required by this Agreement, whether brought by any of such persons or any other person arising from Consultant's activities as authorized by this Agreement. Consultant shall pay to the Town, its successors or assigns, the full amount of any such costs, loss or damage which the Town, its successors or assigns may sustain or incur, or for which the Town, its successors or assigns, to the

extent the Consultant is found to be liable. The Town shall not provide such indemnification to Consultant, provided, however, that Consultant shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the Town.

SECTION 5: TERMINATION

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

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

SECTION 6: MISCELLANEOUS

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

To Consultant: Kelly Fearney
1221 Auraria Parkway
Denver, CO 80204

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

6.02 Savings Clause. If any part, term, or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the

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

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

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

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

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

6.06 Records; Audit. Consultant shall maintain books, records, documents, and other evidence directly pertinent to performance of services under this Agreement. Consultant shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by the Town or any other authorized representative of the Town. Copies thereof, if requested, shall be furnished at no cost to the Town.

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

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

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

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

6.11 Attorney's Fees. Consultant shall be liable to the Town for reasonable attorneys' fees incurred by the Town in connection with the collection or attempt to collect, any damages arising from gross negligence or willful misconduct on the part of Consultant, or from Consultant's failure to fulfill any provisions or responsibility provided herein.

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

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

6.14 Merger of Understanding. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Consultant and supersede all prior negotiations, representations, and agreements, whether written or oral, except as where noted. This Agreement may be modified only by a written document signed by both parties and approved by the Town Board at a public meeting.

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

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

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

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

6.19 Acknowledgment of Review. Consultant hereby expressly acknowledges that they have reviewed and understand each and every provision of this Agreement.

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

TOWN OF FREDERICK

CONSULTANT

By _____
Tracie Crites, Mayor

By _____
Name, Title Mountain West Area Leader

ATTEST:



PLUMMER

April 23, 2024

Town of Frederick
Attn: Kylie Couch, EI – Civil Engineer

TRANSMITTED VIA EMAIL (NO HARD COPY WILL FOLLOW):

*Kylie Couch (kcouch@frederickco.gov)
Kevin Ash (kash@frederickco.gov)
Sarah Watson (swatson@frederickco.gov)*

**RE: Professional Engineering Services Scope of Work -
Water Treatment Feasibility Study**

Dear Kylie:

Thank you for selecting Plummer to perform the Water Treatment Feasibility Study (WTFS) for the Town of Frederick. We look forward to the opportunity to work with you.

Below is a summary of our understanding of the project and its objective, followed by the proposed scope of services, work plan, project schedule, and fee estimate.

PROJECT UNDERSTANDING

The Town of Frederick desires to study the feasibility of treating “native water” to supplement potable water supply and allow for continued growth within the Town, particularly the east side of I-25. The east side of I-25 in Frederick is currently served as a consecutive system from Central Weld County Water District (CWCWD) which conveys Colorado-Big Thompson (CB-T) and Windy Gap water rights treated at the Carter Lake Filter Plant. The acquisition of additional CB-T and Windy Gap units is challenging due to limited availability and high cost. Frederick is also a participant in the Northern Integrated Supply Project (NISP), which will increase raw water supply, however, NISP is not yet constructed. If treated supply from NISP is not available by 2034, the Town of Frederick’s demand is predicted to outpace supply. Therefore, the Town of Frederick is evaluating the ability to treat native water for potable distribution.

PROJECT OBJECTIVE

A Water Treatment Feasibility Study (WTFS) that will inform Frederick on the treatability, level of effort, schedule, and estimated costs associated with utilizing native water for potable treatment.

SCOPE OF SERVICES

Plummer will work with the Town staff to review background information and develop design criteria for the proposed Water Treatment Plant (WTP). Plummer will collect and analyze water quality from Milavec Reservoir. Based on growth projections in the Long-Term Water Resources Plan, Plummer will work with the Town staff to develop capacity criteria (design flow rates) for the treatment plant and identify potential plant phasing. Phasing analysis will consider growth projections within Frederick, the timeframe for NISP water to be available, and potential regional partnerships. Plummer will also consider the current recreational importance of Milavec Lake and potential impacts of the WTP on recreation. Utilizing the water quality and design capacity criteria, Plummer will evaluate treatment technologies and site requirements for the potable WTP. The treatment train will focus on the following primary aspects:

- Raw water quality management: Plummer will summarize the raw water source and identify source water quality risks (e.g. agriculture, wastewater discharge, recreational use, wildfire, etc.) for future consideration in source water management.
- Pre-treatment: options for oxidation of dissolved metals, control of disinfection byproducts (DBP), taste and odor concerns, removal of suspended solids, and turbidity reduction. Technologies will include, but are not limited to: chlorine dioxide or ozone oxidation, coagulation and flocculation, and sedimentation.
- Filtration: options for turbidity, giardia, and virus removal using filtration such as media filtration or pressurized or submerged ultrafiltration membranes.
- Targeted Treatment: options for additional taste and odor treatment, total / dissolved organic carbon reduction, reduction in TDS (hardness and salts), and/or removal of a specific constitutes of concern using technologies such as nanofiltration, reverse osmosis, granular activated carbon, or ion exchange.
- Corrosion Control: options for finished water stabilization and corrosion control including pH and alkalinity adjustment. Because the current distribution system from CWCWD utilizes orthophosphate for corrosion control, the addition of orthophosphate will likely be required.
- Disinfection: options for Giardia, Cryptosporidium, and virus inactivation using technologies such as ultraviolet (UV), or chlorine including gas, bulk delivered liquid sodium hypochlorite, and on-site generated sodium hypochlorite solution.
- Distribution System Management: Because the current distribution system from CWCWD utilizes free chlorine, the use of chloramines will not be evaluated. Finally, the option to add fluoride as recommended by the Colorado Department of Public Health and Environment.
- Residuals Management: management of backwash waste, solids handling, potential for land application, and RO brine disposal will be evaluated. RO brine disposal options will likely favor deep well injection, although surface water discharge, discharge to sanitary sewer, and evaporation can be discussed. Typically for municipalities, zero liquid discharge options using advanced brine concentrators or crystallizers are not financially viable.

The WTFS be based on well documented, tried-and-true technologies, particularly for the development of conceptual construction and operational costs. If emerging technologies are identified solutions, the benefits and technological verification processes will be stated. Plummer will utilize general water treatment plant design knowledge, case studies from technology manufacturers, Excel based water modeling resources, and manufacturers' water modeling programs to evaluate the treatment technologies alternatives. For desired reduction of SMCLs, Plummer will also evaluate the ability to strategically blend the treated native water with existing supply from CWCWD to achieve a desired finished water quality.

After initial treatment technologies are identified, bench scale testing will be executed to evaluate the efficacy of proposed process train (e.g., oxidation, coagulation, flocculation, sedimentation, and filtration) and study disinfection byproduct (DBP) formation. The results of the bench scale testing will be used to refine treatment train recommendations.

Plummer will develop conceptual level costs for three treatment train alternatives. These alternatives will then be ranked by Plummer and Town Staff based on social, environmental, economic, and technical and operational aspects. The most favorably ranked treatment train option will be carried forward as the recommended alternative.

Plummer will also engage with the Town Board through two work sessions and two board presentations. One of Board meetings will also include a “Taste Test” for the Board members and Town staff to taste water collected from Milavec Reservoir and bench-top treated to mimic a feasible treatment train. The “Taste Test” will include tasting of other sources such as the existing CWCWD water and popular bottled water brands.

WORK PLAN

TASK 1: PROJECT INITIATION, MANAGEMENT, QUALITY CONTROL AND BI-WEEKLY MEETINGS

Task 1 begins after the Notice to Proceed and continues throughout the entire project duration.

Project Management Plan: A draft Project Management Plan will be developed upon receiving Notice to Proceed. The draft Project Management Plan will include: the scope, budget, schedule, work breakdown structure (project team structure and responsibilities), and expectations of the Town staff, and will identify team members, identify stakeholders, and outline a quality assurance/quality control plan.

We will conduct a kick-off meeting to review the draft Project Management Plan and provide Town staff with the opportunity to provide input regarding the goals and objective for the project. This meeting will be used to finalize the project schedule, task priorities, and identify the lines of communication. Meeting attendees will include representatives from the Town and Plummer. The kick-off meeting will be combined with Town Staff Workshop 1 (see Task 2). This meeting will be conducted in person in Frederick.

Project Management: Throughout the project duration, the weekly/monthly project management tasks include managing the project resources, budget, and schedule; and ensuring that effective communication is maintained with the Town, Plummer team members, and subconsultants. Invoicing will be completed monthly; the invoice submittal will include a project status report.

Quality Control: We plan to complete an internal quality review process during each phase of the project and for every deliverable. This includes deliverables provided by our subconsultants.

Biweekly Meetings: Throughout the project duration, biweekly meetings with Town Staff will be held virtually.

Deliverables: We will email the meeting agenda and supporting documents before each meeting and email meeting minutes and the final PMP within one week after the meeting concludes.

TASK 2: DEVELOP DESIGN CRITERIA

Plummer will review the available water quality data and develop a sampling plan. We will conduct water quality sampling and send the samples for laboratory analysis for missing parameters and data gaps. The sampling plan includes a total of two (2) water quality sampling events and analysis for all parameters required by CDPHE Regulation 11; each analysis will be conducted in separate calendar quarters. Plummer will also collect two additional samples to be analyzed for a limited number of treatability parameters. A total of 4 sampling events are proposed.

Plummer will summarize the water demand information presented in the Long-Term Water Resources Plan. Using this information along with other metering data, Plummer will develop annual average demands and peak daily demands projections for a 20-year planning horizon. Phased capacity approaches will be evaluated and reviewed with Frederick. From the data, discussions in Town Staff Workshop 1, and

decisions, the treatment plant capacity will be determined. The capacity of Milavec reservoir will be evaluated along with the need for expansion.

Plummer will summarize drinking water criteria and develop a comprehensive table of raw water quality compared to MCLs, MCLGs, SMCLs and CEC health-based guidelines.

Meetings: The kick-off meeting will be combined with Town Staff Workshop 1. This workshop will be conducted in person and will include a site visit to the historic treatment plant location.

Deliverables: Plummer will provide a draft Technical Memorandum summarizing known water quality, the sampling plan, design criteria, and finished water quality targets. Once the first sampling laboratory results are available, Plummer will update the Tech Memo and note any MCL, MCLG, or SMCL exceedances and any detectable CECs.

We will email the Workshop 1 agenda and supporting documents before the meeting and email meeting minutes within one week after the meeting concludes.

TASK 3: SELECTION OF TREATMENT TRAIN ALTERNATIVES

Based on the design criteria and water quality results, Plummer will begin selection evaluation of treatment technologies. The evaluation will include pre-treatment, filtration, targeted treatment, disinfection, distribution system management, and byproduct or residuals management. Initially the treatment technologies options will be based on standard engineering practice and Excel based water quality modeling. Up to (5) treatment train alternatives will be developed.

Meetings: Plummer will coordinate Town Staff Workshop 2 with Frederick staff to review the deliverables, discuss the treatment alternatives, determine the options to carry forward to Task 4. This workshop will be held in person in Frederick.

Deliverables: Plummer will compile up to five (5) treatment train options including Process Flow Diagrams for each alternative. A blend scenario may also be presented. Plummer will also provide a Tech Memo summarizing the treatability findings along with high level advantages and disadvantages associated with the treatment train options.

We will email the Workshop 2 meeting agenda and supporting documents before the meeting and email meeting minutes within one week after the meeting concludes.

TASK 4: EVALUATE TREATMENT TRAIN ALTERNATIVES

Based on the conclusions of Task 3 and feedback from Frederick staff, Plummer will continue to develop up to three (3) treatment train options. Water quality samples will be collected for bench scale testing. Bench scale testing may include taste and odor treatment, coagulation optimization for turbidity and TOC reduction, and simulated distribution system (SDS) testing for chlorine residual and disinfection byproduct formation. The SDS testing will be performed on native water treated to mimic a proposed treatment train. The treated native water will be tested solo and when blended with finished water from the existing distribution system. Additional electronic modeling and the results of the bench scale tests will be used to adjust and optimize the proposed treatment train.

Meetings: Plummer will coordinate Town Staff Workshop 3 with Frederick staff to review the bench scale test results and summarize additional findings. This workshop will be held in person in Frederick.

Deliverables: Plummer will provide a Tech Memo with the bench scale test results and recommendations.

We will email the Workshop 3 meeting agenda and supporting documents before the meeting and email meeting minutes within one week after the meeting concludes.

TASK 5: TECHNICAL MEMORANDUM

Plummer will compile the previous technical memorandums and additional information into a larger, final Technical Memorandum with the following sections:

- Executive Summary
- Summary of raw water quality and treatment requirements
- Discussion of contaminants of emerging concern
- Design Criteria
- Capacity and expansion planning of Milavec Reservoir
- Treatment Train Technology Descriptions, advantages and disadvantages
 - Technologies not applicable and not evaluated
 - Technologies considered feasible
 - Technologies evaluated further
 - Recommended technologies
 - Considerations for future treatability of contaminants of emerging concern
- Footprint and conceptual site plan(s)
- Process Flow Diagram(s)
- Permitting requirements
- Design, Permitting, and Construction Schedule for treatment plant and Milavec Reservoir expansion
- Opinion of Probable Cost: Class IV
- Funding Opportunities
- Operational Considerations: personnel requirements for the facility
- Triple Bottom Line Evaluation and ranking
- Recommendation

Plummer will provide a draft Tech Memo to the Town Staff for review. Then we will hold Town Staff Workshop 4 to review the draft memo and conduct ranking of the alternatives. The results of the ranking will be used to determine the final recommended alternative and finalize the Tech Memo Executive Summary and Recommendations sections.

Meetings: Plummer will coordinate Town Staff Workshop 4 with Frederick staff to receive comments on the draft Tech Memo and to collectively conduct the alternatives ranking exercise. This workshop will be held in person in Frederick.

Deliverables: Plummer will provide a draft Tech Memo for review and comment from Town Staff. Based on the feedback and ranking evaluation, Plummer will update the Tech Memo and provide a final deliverable.

We will email the Workshop 4 meeting agenda and supporting documents before the meeting and email meeting minutes within one week after the meeting concludes.

TASK 6: BOARD ENGAGEMENT:

Task 6 will be conducted at critical junctures throughout the entire project duration. This task will include:

- Two (2) Board Work Sessions
- Two (2) Board Presentations
- “Taste Testing” with the Board and Town Staff

The goals of the work sessions will be to provide project updates to the Board and receive comments, concerns, ideas, and feedback.

The goal of the Board presentations will be to present findings and provide critical updates on the project outcomes.

The “Taste Testing” will be conducted after the bench scale is complete and after the alternatives ranking. Water will be collected from Milavec Reservoir and treated at bench scale level to mimic the recommended treatment train (to the best reasonable extent possible at bench top level). The treated “native water” can be served to the Town Board and Town Staff along with other potable water samples for comparison.

Meetings: Plummer will coordinate two (2) Board Work Sessions and two (2) Board Update Presentations. The Taste Testing will be conducted in conjunction with one of these meetings.

Deliverables: Plummer will prepare presentation materials to facilitate the meetings.

PROJECT ASSUMPTIONS AND CONSTRAINTS

1. The project schedule is based upon receipt of notice to proceed and signed agreement by April 19, 2024.
2. The project schedule provides the Town with 5 working days (one week) for the review of the draft deliverables.
3. The Town will obtain and manage project funds.
4. The Town will provide any available water quality data. Plummer will perform a total of two (2) water quality sampling and analysis for all parameters required by CDPHE Regulation 11; each analysis will be conducted in separate calendar quarters. Plummer will also collect two additional samples to be analyzed for a limited number of parameters. Four sampling events total.
5. The Town will provide the latest water distribution system model in electronic format.
6. The Town will provide available GIS data such as utility, topographic, and parcel data.
7. The Town will provide water meter data in order to determine average annual and summer peak demands.
8. Plummer will participate in up to four (4) Town Staff Workshops, two (2) Town Board Work Sessions, and two (2) Town Board Presentations. Other meetings will be held virtually.

PROJECT EXCLUSIONS

The following services are excluded:

1. Any services associated with population and state demographic projections.
2. Any structural, mechanical, or architectural services.
3. Any survey or geotechnical services.
4. 30%, 60% or Final Design Drawings
5. Any Bid, Construction, and Post Construction Phase Services.
6. Any environmental services.
7. Water distribution system modeling, analysis, or improvements requirements: Plummer can provide this service upon request to help inform Frederick on any necessary distribution system improvements necessary to distribute the proposed treatment capacity.
8. Permitting of any kind
9. Review of water rights from a legal perspective; Plummer will rely on information conveyed in the existing 10-year and Long-Term Water Resource Plans and the Water Efficiency Plan
10. Pilot testing
11. Raw water quality management or improvement strategies. Frederick is performing lake quality management in a separate scope of work (FRA Plan).

SCHEDULE

Plummer is available to begin work immediately upon receiving Notice to Proceed. The project is expected to take 35-weeks to complete. Based on a Notice to Proceed in early to mid-June, the project completion in Q1 2025. A project schedule is attached.

COMPENSATION

The estimated compensation for performing the scope of work and work plan as identified herein is on a time and material basis (T&M) not-to-exceed fee of \$176,450. Additional services can be provided upon request and mutual agreement. Plummer will submit progress invoices based on actual labor hours expended and reimbursable expenses.

A copy of our Billing Rate Schedule is attached.

If you have any questions, please contact Patrick O'Brien at 970-880-7000 or pobrien@plummer.com.

Sincerely,

PLUMMER



Patrick O'Brien, PE
Principal

PLUMMER



Kelly Fearney, PE
Project Manager

Encl.: 2024 Rate Sheet
Fee Estimate
Preliminary Schedule

ATTACHMENT A
PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE- MOUNTAIN WEST
2024

Staff Description	2024 Rate
Staff Admin	\$90.00
Senior Admin	\$110.00
Staff CAD	\$115.00
Senior CAD	\$140.00
CAD Manager	\$165.00
Staff CM	\$135.00
Project CM	\$165.00
Senior CM	\$220.00
Principal CM	\$300.00
Staff RPR	\$115.00
Senior RPR	\$145.00
Staff Geospatial	\$105.00
Senior Geospatial	\$125.00
Geospatial Manager	\$160.00
Intern	\$80.00
Staff Engineer/Scientist	\$135.00
Project Engineer/Scientist	\$160.00
Project Manager	\$230.00
Subject Matter Expert/ Senior Project Manager	\$285.00
Principal	\$325.00

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses.

A technology charge will be billed at \$5 per labor hour.

Project Planning - Plummer

From: 3/25/2024 To: 1/1/2026

Project: 4130-002-01 Frederick Water Treatment Feasibility Study-Water Treatment Feasibility Study

PIC: OBrien, Patrick

Client: 4130 Town of Frederick

PM: Fearney, Kelly

WBS Budget	Bgt Hrs.	Bgt Labor	Bgt ODC	Budget CNS	Total Budget
4130-002-01 Frederick Water Treatment Feasibility Study-Water Treatment Feasibility Study	593.00	134,465.32	15,870.50	26,114.30	176,450.12
01 Project Kick-off, PM, QC	119.00	32,199.12	825.00	0.00	33,024.12
A Project Management Plan & Kick-off Mtg	6.00	1,460.00	825.00	0.00	2,285.00
B Project Management & Biweekly Mtgs	97.00	25,487.12	0.00	0.00	25,487.12
C Quality Control	16.00	5,252.00	0.00	0.00	5,252.00
02 Develop Design Criteria	61.00	12,685.00	11,370.50	11,760.00	35,815.50
A Review Data	16.00	3,560.00	0.00	0.00	3,560.00
B Water Quality Sampling	9.00	1,365.00	10,545.50	11,760.00	23,670.50
C Design Criteria Tech Memo	24.00	4,840.00	0.00	0.00	4,840.00
D Workshop 1	12.00	2,920.00	825.00	0.00	3,745.00
03 Selection of Treatment Train Alternatives	174.00	36,000.00	825.00	0.00	36,825.00
A Technology Review	80.00	16,800.00	0.00	0.00	16,800.00
B Process Flow Diagrams	24.00	4,100.00	0.00	0.00	4,100.00
C Treatment Options Tech Memo	58.00	12,180.00	0.00	0.00	12,180.00
D Workshop 2	12.00	2,920.00	825.00	0.00	3,745.00
04 Evaluate Treatment Train Alternatives	68.00	15,030.00	825.00	12,543.05	28,398.05
A Refine Treatment Trains	28.00	5,980.00	0.00	0.00	5,980.00
B Bench Scale Testing	10.00	2,350.00	0.00	12,543.05	14,893.05
C Treatment Options Tech Memo Update	18.00	3,780.00	0.00	0.00	3,780.00
D Workshop 3	12.00	2,920.00	825.00	0.00	3,745.00
05 Technical Memorandum	123.00	26,754.40	825.00	0.00	27,579.40
A Draft Tech Memo	39.00	7,524.80	0.00	0.00	7,524.80
B Opinion of Probable Costs	36.00	9,089.60	0.00	0.00	9,089.60
C Evaluation and Ranking	6.00	1,258.40	0.00	0.00	1,258.40
D Workshop 4	12.00	3,036.80	825.00	0.00	3,861.80
E Final Tech Memo	30.00	5,844.80	0.00	0.00	5,844.80
06 Board Engagement	48.00	11,796.80	1,200.00	1,811.25	14,808.05
A Work Session 1	12.00	2,920.00	300.00	0.00	3,220.00

Project Planning - Plummer

From: 3/25/2024 To: 1/1/2026

B Board Presentation 1	12.00	2,920.00	300.00	0.00	3,220.00
C Work Session 2 and Taste Testing	12.00	2,920.00	300.00	1,811.25	5,031.25
D Board Presentation 2	12.00	3,036.80	300.00	0.00	3,336.80

Allocated Labor	Alloc Hrs	Alloc Amount
4130-002-01 Frederick Water Treatment Feasibility Study-Water Treatment Feasibility Study	593.00	134,465.32
01 Project Kick-off, PM, QC	119.00	32,199.12
A Project Management Plan & Kick-off Mtg	6.00	1,460.00
<i>Project Engineer/Scientist</i>	2.00	320.00
<i>Senior Project Manager</i>	4.00	1,140.00
B Project Management & Biweekly Mtgs	97.00	25,487.12
<i>Project Engineer/Scientist</i>	19.00	3,065.60
<i>Senior Project Manager</i>	78.00	22,421.52
C Quality Control	16.00	5,252.00
<i>Principal II</i>	16.00	5,252.00
02 Develop Design Criteria	61.00	12,685.00
A Review Data	16.00	3,560.00
<i>Project Engineer/Scientist</i>	8.00	1,280.00
<i>Senior Project Manager</i>	8.00	2,280.00
B Water Quality Sampling	9.00	1,365.00
<i>Engineer/Scientist in Training I</i>	8.00	1,080.00
<i>Senior Project Manager</i>	1.00	285.00
C Design Criteria Tech Memo	24.00	4,840.00
<i>Project Engineer/Scientist</i>	16.00	2,560.00
<i>Senior Project Manager</i>	8.00	2,280.00
D Workshop 1	12.00	2,920.00
<i>Project Engineer/Scientist</i>	4.00	640.00
<i>Senior Project Manager</i>	8.00	2,280.00
03 Selection of Treatment Train Alternatives	174.00	36,000.00
A Technology Review	80.00	16,800.00
<i>Project Engineer/Scientist</i>	48.00	7,680.00
<i>Senior Project Manager</i>	32.00	9,120.00

Project Planning - Plummer

From: 3/25/2024 To: 1/1/2026

B Process Flow Diagrams	24.00	4,100.00
Project Engineer/Scientist	8.00	1,280.00
Senior Designer/Technician	12.00	1,680.00
Senior Project Manager	4.00	1,140.00
C Treatment Options Tech Memo	58.00	12,180.00
Project Engineer/Scientist	32.00	5,120.00
Senior Project Manager	24.00	6,840.00
Sr. Admin Staff	2.00	220.00
D Workshop 2	12.00	2,920.00
Project Engineer/Scientist	4.00	640.00
Senior Project Manager	8.00	2,280.00
04 Evaluate Treatment Train Alternatives	68.00	15,030.00
A Refine Treatment Trains	28.00	5,980.00
Project Engineer/Scientist	16.00	2,560.00
Senior Project Manager	12.00	3,420.00
B Bench Scale Testing	10.00	2,350.00
Project Engineer/Scientist	4.00	640.00
Senior Project Manager	6.00	1,710.00
C Treatment Options Tech Memo Update	18.00	3,780.00
Project Engineer/Scientist	8.00	1,280.00
Senior Project Manager	8.00	2,280.00
Sr. Admin Staff	2.00	220.00
D Workshop 3	12.00	2,920.00
Project Engineer/Scientist	4.00	640.00
Senior Project Manager	8.00	2,280.00
05 Technical Memorandum	123.00	26,754.40
A Draft Tech Memo	39.00	7,524.80
Project Engineer/Scientist	24.00	3,932.16
Senior Designer/Technician	4.00	568.96
Senior Project Manager	10.00	2,909.28
Sr. Admin Staff	1.00	114.40

Project Planning - Plummer

From: 3/25/2024 To: 1/1/2026

B Opinion of Probable Costs	36.00	9,089.60
<i>Principal I</i>	8.00	2,704.00
<i>Principal II</i>	4.00	1,352.00
<i>Project Engineer/Scientist</i>	16.00	2,662.40
<i>Senior Project Manager</i>	8.00	2,371.20
C Evaluation and Ranking	6.00	1,258.40
<i>Project Engineer/Scientist</i>	4.00	665.60
<i>Senior Project Manager</i>	2.00	592.80
D Workshop 4	12.00	3,036.80
<i>Project Engineer/Scientist</i>	4.00	665.60
<i>Senior Project Manager</i>	8.00	2,371.20
E Final Tech Memo	30.00	5,844.80
<i>Project Engineer/Scientist</i>	16.00	2,662.40
<i>Senior Designer/Technician</i>	4.00	582.40
<i>Senior Project Manager</i>	8.00	2,371.20
<i>Sr. Admin Staff</i>	2.00	228.80
06 Board Engagement	48.00	11,796.80
A Work Session 1	12.00	2,920.00
<i>Project Engineer/Scientist</i>	4.00	640.00
<i>Senior Project Manager</i>	8.00	2,280.00
B Board Presentation 1	12.00	2,920.00
<i>Project Engineer/Scientist</i>	4.00	640.00
<i>Senior Project Manager</i>	8.00	2,280.00
C Work Session 2 and Taste Testing	12.00	2,920.00
<i>Project Engineer/Scientist</i>	4.00	640.00
<i>Senior Project Manager</i>	8.00	2,280.00
D Board Presentation 2	12.00	3,036.80
<i>Project Engineer/Scientist</i>	4.00	665.60
<i>Senior Project Manager</i>	8.00	2,371.20

Project Planning - Plummer

From: 3/25/2024 To: 1/1/2026

Allocated ODC	Alloc Amount
4130-002-01 Frederick Water Treatment Feasibility Study-Water Treatment Feasibility Study	15,870.50
01 Project Kick-off, PM, QC	825.00
A Project Management Plan & Kick-off Mtg	825.00
Travel	825.00
02 Develop Design Criteria	11,370.50
B Water Quality Sampling	10,545.50
Miscellaneous Expenses	10,545.50
D Workshop 1	825.00
Travel	825.00
03 Selection of Treatment Train Alternatives	825.00
D Workshop 2	825.00
Travel	825.00
04 Evaluate Treatment Train Alternatives	825.00
D Workshop 3	825.00
Travel	825.00
05 Technical Memorandum	825.00
D Workshop 4	825.00
Travel	825.00
06 Board Engagement	1,200.00
A Work Session 1	300.00
Travel	300.00
B Board Presentation 1	300.00
Travel	300.00
C Work Session 2 and Taste Testing	300.00
Travel	300.00
D Board Presentation 2	300.00
Travel	300.00

Project Planning - Plummer

From: 3/25/2024 To: 1/1/2026

Allocated CNS	Alloc Amount
4130-002-01 Frederick Water Treatment Feasibility Study-Water Treatment Feasibility Study	26,114.30
02 Develop Design Criteria	11,760.00
B Water Quality Sampling	11,760.00
OCC Subconsultant	11,760.00
04 Evaluate Treatment Train Alternatives	12,543.05
B Bench Scale Testing	12,543.05
OCC Subconsultant	12,543.05
06 Board Engagement	1,811.25
C Work Session 2 and Taste Testing	1,811.25
OCC Subconsultant	1,811.25

Scheduled Labor	Sched Hrs	Sched Amount
4130-002-01 Frederick Water Treatment Feasibility Study-Water Treatment Feasibility Study	593.00	134,465.32
01 Project Kick-off, PM, QC	119.00	32,199.12
A Project Management Plan & Kick-off Mtg	6.00	1,460.00
Fearney, Kelly	4.00	1,140.00
Ortiz, Acacia	2.00	320.00
B Project Management & Biweekly Mtgs	97.00	25,487.12
Fearney, Kelly	78.00	22,421.52
Ortiz, Acacia	19.00	3,065.60
C Quality Control	16.00	5,252.00
OBrien, Patrick	16.00	5,252.00
02 Develop Design Criteria	61.00	12,685.00
A Review Data	16.00	3,560.00
Fearney, Kelly	8.00	2,280.00
Ortiz, Acacia	8.00	1,280.00
B Water Quality Sampling	9.00	1,365.00
Fearney, Kelly	1.00	285.00
Saadatkhah, Salar	8.00	1,080.00
C Design Criteria Tech Memo	24.00	4,840.00
Fearney, Kelly	8.00	2,280.00

Project Planning - Plummer

From: 3/25/2024 To: 1/1/2026

<i>Ortiz, Acacia</i>	16.00	2,560.00
D Workshop 1	12.00	2,920.00
<i>Fearney, Kelly</i>	8.00	2,280.00
<i>Ortiz, Acacia</i>	4.00	640.00
03 Selection of Treatment Train Alternatives	174.00	36,000.00
A Technology Review	80.00	16,800.00
<i>Fearney, Kelly</i>	32.00	9,120.00
<i>Ortiz, Acacia</i>	48.00	7,680.00
B Process Flow Diagrams	24.00	4,100.00
<i>Fearney, Kelly</i>	4.00	1,140.00
<i>Ortiz, Acacia</i>	8.00	1,280.00
<i>Pemberton, Ron</i>	12.00	1,680.00
C Treatment Options Tech Memo	58.00	12,180.00
<i>Contreras, Brenda</i>	2.00	220.00
<i>Fearney, Kelly</i>	24.00	6,840.00
<i>Ortiz, Acacia</i>	32.00	5,120.00
D Workshop 2	12.00	2,920.00
<i>Fearney, Kelly</i>	8.00	2,280.00
<i>Ortiz, Acacia</i>	4.00	640.00
04 Evaluate Treatment Train Alternatives	68.00	15,030.00
A Refine Treatment Trains	28.00	5,980.00
<i>Fearney, Kelly</i>	12.00	3,420.00
<i>Ortiz, Acacia</i>	16.00	2,560.00
B Bench Scale Testing	10.00	2,350.00
<i>Fearney, Kelly</i>	6.00	1,710.00
<i>Ortiz, Acacia</i>	4.00	640.00
C Treatment Options Tech Memo Update	18.00	3,780.00
<i>Contreras, Brenda</i>	2.00	220.00
<i>Fearney, Kelly</i>	8.00	2,280.00
<i>Ortiz, Acacia</i>	8.00	1,280.00
D Workshop 3	12.00	2,920.00
<i>Fearney, Kelly</i>	8.00	2,280.00

Project Planning - Plummer

From: 3/25/2024 To: 1/1/2026

<i>Ortiz, Acacia</i>	4.00	640.00
05 Technical Memorandum	123.00	26,754.40
A Draft Tech Memo	39.00	7,524.80
<i>Contreras, Brenda</i>	1.00	114.40
<i>Fearney, Kelly</i>	10.00	2,909.28
<i>Ortiz, Acacia</i>	24.00	3,932.16
<i>Pemberton, Ron</i>	4.00	568.96
B Opinion of Probable Costs	36.00	9,089.60
<i>Fearney, Kelly</i>	8.00	2,371.20
<i>OBrien, Patrick</i>	4.00	1,352.00
<i>Ortiz, Acacia</i>	16.00	2,662.40
<i>Toussaint, Nick</i>	8.00	2,704.00
C Evaluation and Ranking	6.00	1,258.40
<i>Fearney, Kelly</i>	2.00	592.80
<i>Ortiz, Acacia</i>	4.00	665.60
D Workshop 4	12.00	3,036.80
<i>Fearney, Kelly</i>	8.00	2,371.20
<i>Ortiz, Acacia</i>	4.00	665.60
E Final Tech Memo	30.00	5,844.80
<i>Contreras, Brenda</i>	2.00	228.80
<i>Fearney, Kelly</i>	8.00	2,371.20
<i>Ortiz, Acacia</i>	16.00	2,662.40
<i>Pemberton, Ron</i>	4.00	582.40
06 Board Engagement	48.00	11,796.80
A Work Session 1	12.00	2,920.00
<i>Fearney, Kelly</i>	8.00	2,280.00
<i>Ortiz, Acacia</i>	4.00	640.00
B Board Presentation 1	12.00	2,920.00
<i>Fearney, Kelly</i>	8.00	2,280.00
<i>Ortiz, Acacia</i>	4.00	640.00
C Work Session 2 and Taste Testing	12.00	2,920.00
<i>Fearney, Kelly</i>	8.00	2,280.00

Project Planning - Plummer

From: 3/25/2024 To: 1/1/2026

<i>Ortiz, Acacia</i>	4.00	640.00
D Board Presentation 2	12.00	3,036.80
<i>Fearney, Kelly</i>	8.00	2,371.20
<i>Ortiz, Acacia</i>	4.00	665.60

Scheduled ODC	Sched Amount
4130-002-01 Frederick Water Treatment Feasibility Study-Water Treatment Feasibility Study	15,870.50
01 Project Kick-off, PM, QC	825.00
A Project Management Plan & Kick-off Mtg	825.00
<i>Plummer</i>	825.00
02 Develop Design Criteria	11,370.50
B Water Quality Sampling	10,545.50
<i>Plummer</i>	10,545.50
D Workshop 1	825.00
<i>Plummer</i>	825.00
03 Selection of Treatment Train Alternatives	825.00
D Workshop 2	825.00
<i>Plummer</i>	825.00
04 Evaluate Treatment Train Alternatives	825.00
D Workshop 3	825.00
<i>Plummer</i>	825.00
05 Technical Memorandum	825.00
D Workshop 4	825.00
<i>Plummer</i>	825.00
06 Board Engagement	1,200.00
A Work Session 1	300.00
<i>Plummer</i>	300.00
B Board Presentation 1	300.00
<i>Plummer</i>	300.00
C Work Session 2 and Taste Testing	300.00
<i>Plummer</i>	300.00
D Board Presentation 2	300.00
<i>Plummer</i>	300.00

Project Planning - Plummer

From: 3/25/2024 To: 1/1/2026

Scheduled CNS	Sched Amount
4130-002-01 Frederick Water Treatment Feasibility Study-Water Treatment Feasibility Study	26,114.30
02 Develop Design Criteria	11,760.00
B Water Quality Sampling	11,760.00
<i>Plummer</i>	<i>11,760.00</i>
04 Evaluate Treatment Train Alternatives	12,543.05
B Bench Scale Testing	12,543.05
<i>Dean Gregory</i>	<i>12,543.05</i>
06 Board Engagement	1,811.25
C Work Session 2 and Taste Testing	1,811.25
<i>Dean Gregory</i>	<i>1,811.25</i>

WBS	Name	Duration	Units	Start	Finish	Predecessors	Timeline																													
							24	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29
1	4130-002-01	Water Treatment Feasibility Study	245.00	days	6/16/2024	2/16/2025		[Gantt bar from 6/16/2024 to 2/16/2025]																												
2	4130-002-01:01	Project Kick-off, PM, QC	245.00	days	6/16/2024	2/16/2025		[Gantt bar from 6/16/2024 to 2/16/2025]																												
3	4130-002-01:01:A	Project Management Plan	2.00	weeks	6/16/2024	6/30/2024		[Task bar: Project Management Plan]																												
4	4130-002-01:01:B	Project Management & Biweekly Mtgs	35.00	weeks	6/16/2024	2/16/2025		[Task bar: Project Management & Biweekly Mtgs]																												
5	4130-002-01:01:C	Quality Control	35.00	weeks	6/16/2024	2/16/2025		[Task bar: Quality Control]																												
6	4130-002-01:02	Develop Design Criteria	63.00	days	6/30/2024	9/1/2024		[Gantt bar from 6/30/2024 to 9/1/2024]																												
7	4130-002-01:02:A	Review Data	2.00	weeks	6/30/2024	7/14/2024	3	[Task bar: Review Data]																												
8	4130-002-01:02:B	Water Quality Sampling	4.00	weeks	7/14/2024	8/11/2024	7	[Task bar: Water Quality Sampling]																												
9	4130-002-01:02:C	Design Criteria Tech Mem	2.00	weeks	8/11/2024	8/25/2024	8	[Task bar: Design Criteria Tech Mem]																												
10	4130-002-01:02:D	Workshop 1	1.00	weeks	8/25/2024	9/1/2024	9	[Task bar: Workshop 1]																												
11	4130-002-01:03	Selection of Treatment Train	56.00	days	9/1/2024	10/27/2024		[Gantt bar from 9/1/2024 to 10/27/2024]																												
12	4130-002-01:03:A	Technology Review	4.00	weeks	9/1/2024	9/29/2024	10	[Task bar: Technology Review]																												
13	4130-002-01:03:B	Process Flow Diagrams	1.00	weeks	9/29/2024	10/6/2024	12	[Task bar: Process Flow Diagrams]																												
14	4130-002-01:03:C	Treatment Options Tech Mem	2.00	weeks	10/6/2024	10/20/2024	13	[Task bar: Treatment Options Tech Mem]																												
15	4130-002-01:03:D	Workshop 2	1.00	weeks	10/20/2024	10/27/2024	14	[Task bar: Workshop 2]																												
16	4130-002-01:04	Evaluate Treatment Train	63.00	days	10/27/2024	12/29/2024		[Gantt bar from 10/27/2024 to 12/29/2024]																												
17	4130-002-01:04:A	Refine Treatment Trains	2.00	weeks	10/27/2024	11/10/2024	15	[Task bar: Refine Treatment Trains]																												
18	4130-002-01:04:B	Bench Scale Testing	4.00	weeks	11/10/2024	12/8/2024	17	[Task bar: Bench Scale Testing]																												
19	4130-002-01:04:C	Treatment Options Tech Mem	2.00	weeks	12/8/2024	12/22/2024	18	[Task bar: Treatment Options Tech Mem]																												
20	4130-002-01:04:D	Workshop 3	1.00	weeks	12/22/2024	12/29/2024	19	[Task bar: Workshop 3]																												
21	4130-002-01:05	Technical Memorandum	49.00	days	12/29/2024	2/16/2025		[Gantt bar from 12/29/2024 to 2/16/2025]																												
22	4130-002-01:05:A	Draft Tech Memo	2.00	weeks	12/29/2024	1/12/2025	20	[Task bar: Draft Tech Memo]																												
23	4130-002-01:05:B	Opinion of Probable Costs	2.00	weeks	1/12/2025	1/26/2025	22	[Task bar: Opinion of Probable Costs]																												
24	4130-002-01:05:C	Evaluation and Ranking	1.00	weeks	1/26/2025	2/2/2025	23	[Task bar: Evaluation and Ranking]																												
25	4130-002-01:05:D	Workshop 4	1.00	weeks	2/2/2025	2/9/2025	24	[Task bar: Workshop 4]																												
26	4130-002-01:05:E	Final Tech Memo	1.00	weeks	2/9/2025	2/16/2025	25	[Task bar: Final Tech Memo]																												
27	4130-002-01:06	Board Engagement	182.00	days	8/4/2024	2/2/2025		[Gantt bar from 8/4/2024 to 2/2/2025]																												
28	4130-002-01:06:A	Work Session 1	1.00	weeks	8/4/2024	8/11/2024		[Task bar: Work Session 1]																												
29	4130-002-01:06:B	Board Presentation 1	1.00	weeks	9/29/2024	10/6/2024		[Task bar: Board Presentation 1]																												
30	4130-002-01:06:C	Work Session 2 and Taste	1.00	weeks	12/8/2024	12/15/2024		[Task bar: Work Session 2 and Taste]																												
31	4130-002-01:06:D	Board Presentation 2	1.00	weeks	1/26/2025	2/2/2025		[Task bar: Board Presentation 2]																												



Built On What Matters

TOWN OF FREDERICK Board of Trustees Staff Report

Tracie Crites, Mayor

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

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

Contract Adoption, Colorado Blvd. Median Landscaping

Agenda Date: June 11, 2024 Board of Trustees Meeting

Attachments:	1. Independent Contractor Agreement - CO Blvd	Independent Contractor Agreement - CO Blvd.pdf
	2. Resolution - CO Blvd	Resolution - CO Blvd.pdf

Reviewed By:	Emily Nitcher, Assistant Town Clerk	Created/Initiated - 5/28/2024
	Colby Johnson, Parks and Open Space Director	Approved - 5/28/2024
	Kurtis Adams, Finance Director	Approved - 5/29/2024
	Jason Meyers, Town Attorney	Approved - 5/31/2024
	Jason Leslie, Deputy Town Manager	Final Approval - 5/31/2024

Action Type

2) Administrative: Actions of routine nature that implement policies/directions or effectuate the functioning of government; such as contract approvals/granting of licenses and permits/etc.

Strategic Plan Alignment:



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

Summary Statement:

The purpose of this Action Item is to authorize the Town Manager to enter into a contract with L&M Enterprises Inc., subject to review by the Town Attorney, that is substantively the same as Exhibit A, in the amount of \$249,400, to provide for improvements to the landscaping of the Colorado Boulevard median in 2024.

Detail of Issue/Request:

The purpose of this project is to improve aesthetics to the landscaping within the existing median and to reduce labor and material costs in ongoing annual maintenance.

This project will complete the following general tasks:

1. Remove all dead, dying or unsafe trees and replace with new, more appropriate species for this application.
2. Remove all low-growth vegetation, such as junipers and ornamental grasses and replace with flowering or shade trees.
3. Repair all existing irrigation systems.
4. Repair and refresh all rock mulch.

Generally, this project is a refresh of the landscaping system that exists today. It does not include any repairs to the pavement of the median itself, nor is it a wholesale renovation of the landscape.

The median was originally landscaped in 2009 under a design by Felsburg, Holz and Ulevig. A refresh of this nature is recommended every 10-15 years. Construction will occur during the closure of Colorado Boulevard and will be completed by August 10th.

The Town solicited qualified proposals through a Request for Proposals for a design/build contractor, qualified to provide services for this effort. If Town Staff had issued this as a typical design/bid/build, costs would have been significantly higher, due to the unknown nature of many of the materials within the median, such as irrigation, leading to high design costs. Town Staff felt the most responsible use of taxpayer dollars was to proceed with a design/build, based off a concept drawing completed by staff, which will allow the project to proceed quickly and have flexibility to ensure its completed using best practices.

Legal Comments:

The Town Attorney's Office has reviewed and approved the agreement and the drafted resolution.

Alternatives/Options

The Board has the option to reject the bid and not proceed with landscaping improvements to the median this year. Alternatively, the Board could direct staff to re-bid a different contract scope with budgeted funds.

Financial Considerations

This project is funded through the General Fund and Open Space Fund. The recommended not to exceed award is within the approved budget.

Staff Recommendation

Staff recommends the Board authorize the Town Manager to enter into a contract with L&M Enterprises Inc., subject to review by the Town Attorney, that is substantively the same as Exhibit A, in the amount of \$249,400, to provide for improvements to the landscaping of the Colorado Boulevard median in 2024.

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into this ____ day of _____ 2024 (the "Effective Date") by and between the Town of Frederick, Colorado, a Colorado municipal corporation (the "Town") and L& M Enterprises Inc., ("Contractor").

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

WHEREAS, the Contractor wishes to become associated with the Town as an independent Contractor; and

WHEREAS, the parties wish to memorialize their contractual relationship.

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

SECTION 1: PARTIES

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

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

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

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

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

SECTION 2: TERM, DUTIES, COMPENSATION

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

2.02 Duties and Compensation. The Contractor's duties, compensation and provisions for payment thereof shall be as set forth in Exhibit A, and any contemplated change in said terms shall be submitted to the Town in writing for review and approval prior to any such change. Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to Town. Town will pay Contractor within thirty (30) days after receipt of such properly itemized claim forms. The compensation for this contract shall not exceed \$249,400.

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

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

SECTION 3: OPERATIONS

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

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

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

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

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

4.02 Damage and Indemnity. Contractor shall protect, defend and indemnify and hold harmless the Town, together with its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or growing out of loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure to act of either parties or any invitees, guests, agents, employees or subContractors of Contractor, whether brought by any of such persons or any other person arising from either parties activities as authorized by this Agreement. This indemnity provision shall survive the termination of this agreement. The Town's rights of indemnification, as expressly set forth in this Agreement, shall not depend upon the actual payment of any claim, damage, penalty, loss, cost, expense, injury, or liability sustained the Town or its employees, contractors, subcontractors or agents. Nothing herein shall be construed as a

waiver of any of the Town's or its employees' or officers' rights or protections under the Colorado Immunity Act, C.R.S. § 24-10-101, et. seq., as amended.

SECTION 5: TERMINATION

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

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

SECTION 6: MISCELLANEOUS

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

To Contractor:	L&M Enterprises Inc. c/o Justus Bebo 735 E. Hwy 56 Berthoud, CO 80513	To Town:	Town of Frederick c/o Town Manager P.O. BOX 435 Frederick, CO 80530
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6.02 Savings Clause. If any part, term, or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between Contractor and Town is one of employment rather than independent Contractor, this Agreement shall become null and void in its entirety.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FREDERICK

By _____
Bryan Ostler, Town Manager

By _____
L&M Enterprises, Inc.

ATTEST:

Town Clerk

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-38**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONTRACT
FOR IMPROVEMENTS TO THE COLORADO BOULEVARD MEDIAN
LANDSCAPING**

WHEREAS, in accordance with Chapter 4 Article V, the Town has solicited bids for the 2024 Colorado Boulevard Median Landscaping Improvements; and,

WHEREAS, Town Staff and the Board of Trustees find that the lowest cost and most responsible proposal for this contract award is from L&M Enterprises Inc; and,

WHEREAS, The Town of Frederick’s Parks, Recreation, Open Space and Trails Commission approved and supported this improvement in the 2024 Parks and Open Space Department Action Plan;

WHEREAS, The Town of Frederick’s Parks and Open Space Department has identified a need to improve the landscaping in this high-visibility area and to reduce annual maintenance costs;

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

1. The Board of Trustees authorizes the Town Manager to enter into a contract with L&M Enterprises Inc, subject to review by the Town Attorney, that is substantively the same as Exhibit A, in the amount of \$249,400, to provide for improvements to the landscaping of the Colorado Boulevard median in 2024.

INTRODUCED, READ, PASSED AND SIGNED THIS 11th DAY OF JUNE, 2024.

TOWN OF FREDERICK

By: _____
Tracie Crites, Mayor

ATTEST:

By: _____
Tricia David, Town Clerk