If you would like to address City Council, please place your name on the sign-up sheet located at the back of the City Council Chambers. You will be recognized to speak during the "audience participation" portion of the agenda

AGENDA

City Council Regular Meeting
July 05, 2022 - 7:00 PM

An informational packet containing all agenda material is available for public inspection on our website at www.evanscolorado.gov The agenda is posted on the bulletin board adjacent to the Council Chambers.

OPTIONAL VIRTUAL MEETING PARTICIPATION

Please click on this URL to join virtually: https://us02web.zoom.us/j/82439134581
Or join by phone: 1-669-900-9128
Webinar ID: 824 3913 4581

CALL TO ORDER

PLEDGE

ROLL CALL

Mayor:	Mark Clark
Mayor Pro-Tem:	Amanda Castle
Council:	Laura Speer
	Alicia Johnson
	Fred Neal
	Tammy Mortenson
	Brian Providence

AUDIENCE PARTICIPATION

The City Council welcomes you here and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address City Council. Depending on the number of speakers on any given topic, your comments may be limited to two (2) minutes. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the appropriate staff person for follow-up. Thank you!

APPROVAL OF AGENDA

CONSENT AGENDA

The consent agenda is reserved for matters which are considered to be routine and uncontroversial. Any item may be removed from the consent agenda and placed on the regular agenda at the request of the Mayor or a City Council member.

1. Approval of the June 20, 2022 City Council Meeting Minutes
2. Consideration of Ordinance Number 773-22 Adopting Chapter 8.25 of the Evans Municipal Code to Regulate Unreasonable Noise – 2nd Reading

NEW BUSINESS

3. Consideration of 37th Street Phase 3 Design Services Additional Work Change Order
4. Consideration of On-Call Hydraulic Modeling Services Contract
5. Consideration of Contract with the Artaic Group for the Evans Police Station Owner's Representative and Project Management Services
6. Consideration of Global Settlement Agreement Among Water Parties in Connection with Windsor Change Application
7. Consideration of City Manager Executive Search Firm Professional Services Agreement

REPORTS

8. City Manager
9. City Attorney

AUDIENCE PARTICIPATION (general comments)

Please review the Audience Participation section listed at the beginning of the agenda for procedures on addressing City Council.

EXECUTIVE SESSION

10. To receive advice from the City attorney regarding specific legal questions and to direct negotiators in connection with the City's IGA with Greeley for water services, pursuant to C.R.S. Section 24-6-402(4)(b) and (e)
11. To confer regarding possible acquisition of real property for a police station site, pursuant to C.R.S. Section 24-6-402(4)(a)

ADJOURNMENT

CITY OF EVANS – MISSION STATEMENT

"To deliver sustainable, citizen-driven services for the health, safety, and welfare of the community."

It is the policy of the City of Evans that all programs and activities shall be accessible to, and usable by, persons with disabilities. Persons needing assistance shall contact the Safety & Risk Manager at the City of Evans. Please provide three to five business day's advance notice so we can adequately meet your needs.

CITY COUNCIL
AGENDA REPORT

DATE: July 5, 2022

SUBJECT: Approval of the June 20, 2022 City Council Meeting Minutes

PRESENTED BY: Julie Kamka, City Clerk

ITEM DESCRIPTION:

Approval of minutes

FINANCIAL SUMMARY:

N/A

RECOMMENDATION:

N/A

SUGGESTED MOTIONS:

"I move to approve the minutes as presented"

ATTACHMENTS:

- June 20, 2022 City Council Meeting Minutes

City of Evans, Colorado

MINUTES
City Council Regular Meeting
June 20, 2022 - 7:00 PM

CALL TO ORDER

Mayor Clark called the meeting to order at 7:00 p.m.

PLEDGE

ROLL CALL

Mayor:	Mark Clark
Mayor Pro-Tem	Amanda Castle
Council:	Laura Speer
	Alicia Johnson - ABSENT
	Fred Neal
	Tammy Mortenson
	Brian Providence

AUDIENCE PARTICIPATION

Steven Grant, 2405 Dock Drive, Evans, CO, inquired about the process concerning red light cameras.

APPROVAL OF AGENDA

Mayor Pro-Tem Castle made the motion, seconded by Council Member Mortenson to approve the agenda as presented. The motion passed with all voting in favor thereof.

CONSENT AGENDA

1. Approval of the June 7, 2022 City Council Meeting Minutes

2. Consideration of Ordinance Number 766-22 Approving an Oil and Gas Lease between the City of Evans and PDC Energy, Inc., for City-owned Properties (Evans Community Complex) - 2nd Reading

3. Consideration of Ordinance Number 770-22 Approving an Exclusive Ingress and Egress Easement Located on the City's Conservation Easement Located in the vicinity of 37th Street and 65th Avenue – 2nd Reading

DRAFT

Mayor Pro-Tem Castle made the motion, seconded by Council Member Mortenson to approve the consent agenda as presented. The motion passed with all voting in favor thereof.

OATHS OF OFFICE, AWARDS AND RECOGNITIONS

Oaths of Office were administered to the following individuals by Judge Michael Stewart:

Brian Providence, Council Member, Ward 2
Amanda Scott, Deputy City Clerk
Gabe Riemer, Lieutenant
Jason Schissler and Brett Stone, Sergeant
Dane Abila, Ryan Sanchez, Jesus Ramirez, Armando Leyva and Brennon Nolte, Officers

Chief Brandt recognized retired Officer Shawn Holmes for over twenty-two (22) years of service with the Evans Police Department.

Chief's Citation Award were awarded to:

Brennon Nolte
Jesus Ramirez

Mayor Clark recognized Jim Becklenberg, City Manager, for his service to the City of Evans over the last five (5) years and presented him with a plaque.

NEW BUSINESS

4. Consideration of Interim City Manager Agreement

Scott Krob, City Attorney, reviewed the item as detailed in the agenda packet and provided an overview of the agreement as detailed in the agenda item staff report. Staff recommends approval of the agreement.

Council Member Speer confirmed with staff that the agreement is similar to the agreement used prior to hiring Jim Becklenberg.

Council Member Mortenson made the motion, seconded by Council Member Neal to approve and authorize the Mayor to sign the Interim City Manager Agreement between the City of Evans and Randy Ready. The motion passed with all voting in favor thereof.

5. Consideration of Resolution Number 21-2022 to Approve an Intergovernmental Agreement with Greeley-Evans School District 6 for Land Conveyance

Mr. Becklenberg reviewed the item as detailed in the agenda packet. He then turned the meeting over to Randy Ready, Assistant City Manager.

Randy Ready provided an overview of the Resolution and Intergovernmental Agreement as detailed in the agenda item staff report. Staff recommends approval of Resolution Number 21-

2022 to approve an Intergovernmental Agreement with Greeley/Evans School District 6 for land conveyance.

Council Member Speer asked staff what happens if within the fifteen (15) years contained in the agreement the School District decides that they do not need that land. Randy Ready responded that it would be in the best interest of the City to have Parcel C, the parcel to the west. If something happens before the fifteen (15) years expires, the City can negotiate another contract. Council Member Speer also confirmed with staff that the School District will give the right-of-way along 37th Street to the City at no cost.

Mayor Pro-Tem Castle made the motion, seconded by Council Member Mortenson to approve Resolution Number 21-2022 to approve an Intergovernmental Agreement with Greeley/Evans School District 6 for land conveyance. The motion passed with all voting in favor thereof.

6. Consideration of 23rd Avenue ROW/Temporary Construction Easement Acquisition

Mr. Becklenberg reviewed the item as detailed in the agenda packet. He then turned the meeting over to Randy Ready, Assistant City Manager.

Randy Ready provided an overview of the proposed right-of-way purchase and temporary construction easement as detailed in the agenda item staff report. Staff recommends the purchase of the property described in this staff report for the prices and conditions herein.

Mayor Pro-Tem Castle made the motion, seconded by Council Member Mortenson to approve the purchase agreement with Scot Nealy for the property described on the attached documents in the amount of $65,000 plus closing costs and authorize the Mayor to sign the purchase agreement and the City Manager to sign all subsequent documents to complete the transaction. The motion passed with all voting in favor thereof.

7. Consideration of 23rd Avenue Expansion Construction Contract Award

Mr. Becklenberg reviewed the item as detailed in the staff report. He then turned the meeting over to Randy Ready, Assistant City Manager.

Randy Ready provided an overview of the proposed contract as detailed in the agenda item staff report. Staff recommends awarding the 23rd Avenue Expansion Project Contract to Mountain Constructors in the amount of $2,481,190 with a ~10% contingency to cover any changes that are required due to unknown conditions for a not to exceed amount of $2,720,000. Staff further recommends that the additional $600,000 in funding necessary to complete this project come from the CIP Streets fund. There is sufficient revenue in the CIP Streets fund to provide the additional funding that is required without jeopardizing future projects. City Council's approval of this contract will direct staff to add a $600,000 budget revision to the next Budget Revision Ordinance.

Council Member Mortenson asked staff if a traffic light will be installed where 23rd Avenue meets 42nd Street. Randy Ready responded that is not part of this project but may be warranted soon. New traffic lights will be installed at 23rd Avenue and 37th Street to accommodate the four (4) lanes of traffic. Council Member Mortenson would like staff to look at installing a traffic light at 42nd Street sooner rather than later.

Council Member Speer stated that on other road projects, the contractors have encountered subgrade that has been less then ideal and asked if that was taken into consideration. Randy Ready responded that since the southbound lanes have been recently completed, the contractor is aware of what is there. This project will be more of a challenge due to the grade of the land closer toward 42nd Street. Council Member Speer asked staff if the road will be closed during construction, and if so, when. Randy Ready responded that the road will not be closed due to the recent completion of the southbound lanes but there may be slight delays when the landscaping is installed in the median. Council Member Speer also agrees that a traffic signal will be needed at 42nd Street once the 23rd Avenue road work is completed.

Mayor Clark agrees with Council Members Mortenson and Speer regarding the need for a traffic signal at 42nd Street once the 23rd Avenue road work is completed.

Council Member Mortenson made the motion, seconded by Council Member Neal to award the 23rd Avenue Expansion Project to Mountain Constructors in the amount of $2,481,190 with a ~10% contingency to be used only with City Manager approval for a not to exceed amount of $2,720,000. The motion passed with all voting in favor thereof.

8. Consideration of 2022 Asphalt Surface Treatment Project Contract

Mr. Becklenberg reviewed the item as detailed in the agenda packet. He then turned the meeting over to Randy Ready, Assistant City Manager.

Randy Ready provided an overview of the proposed contract as detailed in the agenda item staff report. Staff recommends awarding the 2022 Asphalt Surface Treatment Project Contract to Vance Brothers Inc. in the amount of $173,303.40 with a contingency of $16,696.60 (10%) for a maximum budget not to exceed $190,000.

Mayor Pro-Tem Castle confirmed with staff that some surface treatment was done in Tuscany in 2020. She is concerned as that process seemed to be messy as there is gravel everywhere. She has heard a lot of complaints about that. She is hesitant to award the contract knowing that could still be a problem. Randy Ready responded that the gravel is a by-product of the work and does require time to get the chips embedded into the asphalt. Traffic needs to roll over them and crush them into the pavement. They have built into the contract the initial clean up after the work and then two (2) additional clean ups as well. This is the best treatment option for those areas that get high traffic volumes.

Council Member Speer stated that there is nothing scheduled to be done on the east side of the City under the contract this year. It would be nice to have more streets done east of 17th Street. Randy Ready responded that there are not any streets that are ready for this treatment on the east side currently. There are several streets on the east side that staff would like to have construction work done this year, Empire Street being one of them. Other work needs to finish before those roads will be ready for this treatment.

Council Member Neal stated that he has received at least two (2) complaints concerning State Street from 37th Street south. He did advise the residents that it would be very costly to remove and repave that portion of State Street for the few people that use it. He also believes that there are streets east of 17th Street that need to be addressed. Randy Ready responded that State

Street is the old highway and constructed of concrete over asphalt and is very hard to maintain. The entire street needs to be torn out and completely re-done.

Council Member Providence has concerns regarding the quality of the asphalt used to pave the roads. Over the last few years, he has seen a lot of cracks develop in the asphalt. Randy Ready responded that every year there are several streets that get crack sealing. Then those streets are put on the list for the surface treatment. Council Member Providence responded that his street was done two (2) years ago and the cracks are starting to reappear. Randy Ready responded that without knowing specifically what work was done on that street, he cannot answer for sure. If they are potholes, early in the season the City uses cold patch to fill the potholes. That doe does not tend to be as long-lasting as the hot asphalt mix.

Mayor Pro-Tem Castle made the motion, seconded by Council Member Neal to award the 2022 Asphalt Surface Treatment Project in the amount of $173,303.40 with a 10% contingency of $16,696.60 to be used only with city manager approval for a not to exceed contract limit of $190,000. The motion passed with all voting in favor thereof.

9. Consideration of 2022 Pavement Marking Project Contract

Mr. Becklenberg reviewed the item as detailed in the agenda packet. He then turned the meeting over to Randy Ready, Assistant City Manager.

Randy Ready provided an overview of the proposed contract as detailed in the agenda item staff report. Staff recommends awarding the 2022 Pavement Marking Project Contract to American Striping Inc. in the amount of $53,505.70 with a contingency of $5,494.30 (10%) with a maximum budget not to exceed $59,000

Council Member Speer asked staff to describe the difference between the latex striping and the thermoplastic striping. Randy Ready responded that the material that is embedded into the roadway is plastic that is heated into the surface and is very expensive but does last a long time. It is typically used for emblems such as wording and turn arrows. The latex is more cost-effective even though the latex needs to be re-done very few years. Council Member Speer asked if the paint would include the brighter, night-time reflective paint. Randy Ready responded that the reflective chips will be included in the mix. Council Member Speer asked if the striping could be done on days when it is not windy so the paint does not blow into the roads. Randy Ready responded that most of the work will be done this summer and not in the fall when it tends to be windier. Council Member Speer asked if the striping work on 23rd Avenue will fix the confusion with the lanes as they are striped now. Randy Ready responded yes, the intersection will be like 35th Avenue once construction is complete.

Council Member Speer made the motion, seconded by Council Member Mortenson to award the 2022 Asphalt Pavement Marking Project in the amount of $53,505.70 with a 10% contingency of $5,494.30 to be used only with city manager approval for a not to exceed contract limit of $59,000. The motion passed with all voting in favor thereof.

10. Consideration of Tuscany & Arrowhead Open Space Design Contract

Mr. Becklenberg reviewed the item as detailed in the agenda packet. He then turned the meeting over to Randy Ready, Assistant City Manager and Scott Sandridge, Operations & Parks Manager.

Randy Ready provided an overview of the proposed contract as detailed in the agenda item staff report. Staff recommends awarding the Tuscany and Arrowhead Open Space and Trail Design contract to Confluent Design in the amount of $121,914 with a ~10% contingency to cover any changes that are required due to unknown conditions for a not to exceed amount of $134,100.

Council Member Mortenson asked staff about the future roadwork to be done along 37th Street and how it will affect the park designs and construction. Randy Ready responded that the contractor will be getting a copy of the 37th Street roundabout plans and the right-of-way landscaping design plans.

Council Member Speer has the same concerns as Council Member Mortenson and asked if staff has any concerns. Randy Ready responded that staff already has the design plans for the roundabout, which has been designed to accommodate large trucks and emergency vehicles. Council Member Speer asked staff about the timing of the work. She would anticipate that the contractors will be using some of the Arrowhead space to stage the construction equipment for the roundabout. Randy Ready responded that the contractor is aware of that. It will take the contractor some time to get the design completed. Staff is anticipating that the Tuscany space will not get started until late next year and probably early 2024 for Arrowhead.

Council Member Mortenson made the motion, seconded by Mayor Pro-Tem Castle to award the Tuscany and Arrowhead Open Space and Trail Design Contract to Confluent Design in the amount of $121,914 with a ~10% contingency to be used only with City Manager approval for a not to exceed amount of $134,100. The motion passed with all voting in favor thereof.

11. Consideration of Ordinance Number 773-22 Adopting Chapter 8.25 of the Evans Municipal Code to Regulate Unreasonable Noise – 1st Reading

Mr. Becklenberg reviewed the item as detailed in the agenda packet. He then turned the meeting over to Drew Lyman, Assistant City Attorney.

Drew Lyman provided an overview of the proposed Ordinance as detailed in the agenda item staff report. Staff recommends adopting Ordinance Number 773-22 on first reading.

Council Member Spear made the motion, seconded by Mayor Pro-Tem Castle to adopt Ordinance Number 773-22 an ordinance adopting Chapter 8.25 of the Evans Municipal Code to regulate unreasonable noise on first reading. The motion passed with all voting in favor thereof.

REPORTS

12. City Manager

Mr. Becklenberg thanked the Council for allowing him to serve as the City Manager for the last five (5) years and reviewed some of his accomplishments during that time.

13. City Attorney

Scott Krob, City Attorney, advised that Krob Law will have an open house at the CML Annual Conference.

AUDIENCE PARTICIPATION (general comments)

There was no audience participation.

ADJOURNMENT

The meeting was adjourned at 8:37 p.m.

_____

City Clerk

DRAFT

CITY OF EVANS – MISSION STATEMENT

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CITY COUNCIL
AGENDA REPORT

DATE: July 5, 2022

SUBJECT: Consideration of Ordinance Number 773-22 Adopting Chapter 8.25 of the Evans Municipal Code to Regulate Unreasonable Noise – 2nd Reading

PRESENTED BY: Randy Ready, Interim City Manager

Rick D. Brandt, Chief of Police

Drew Lyman, Assistant City Attorney

ITEM DESCRIPTION:

On June 20, 2022, the Evans City Council unanimously approved Ordinance Number 773-22 to regulate noise in the City of Evans.

FINANCIAL SUMMARY:

There is no direct financial impact to the City.

RECOMMENDATION:

Staff recommends approving Ordinance Number 773-22 on the consent agenda.

SUGGESTED MOTIONS:

"I move to adopt Proposed Ordinance Number 773-22 an Ordinance adopting Chapter 8.25 of the Evans Municipal Code to regulate unreasonable noise."

"I move to deny Proposed Ordinance Number 773-22 for reasons stated on the record."

ATTACHMENTS:

- Ordinance Number 773-22

CITY OF EVANS, COLORADO

ORDINANCE NO. 773-22

AN ORDINANCE ADOPTING CHAPTER 8.25 OF THE EVANS MUNICIPAL CODE TO REGULATE NOISE LEVELS IN THE CITY OF EVANS

WHEREAS, the City of Evans is a home rule municipality having all powers conferred by Article XX of the Colorado Constitution; and

WHEREAS, pursuant to its home rule authority and C.R.S. § 31-23-101, the City, acting through its City Council (the "Council"), is authorized to adopt ordinances for the protection of the public health, safety, or welfare; and

WHEREAS, in the exercise of this authority the Council has previously enacted Section 9.16.045 of the Evans Municipal Code (the "Code") concerning the regulation of noise; and

WHEREAS, the Council finds it necessary to repeal Section 9.16.045 of the Code and replace it with a new Chapter 8.25 of the Code to improve clarity and fair enforcement while also recognizing the needs of residents and businesses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANS, COLORADO:

Section 1. Chapter 8.25 of the Evans Municipal Code is hereby adopted and shall read in full as follows:

Chapter 8.25- Noise

Section 8.25.010

Purpose. The purpose of this Chapter 8.25 is to protect, preserve and promote the health, safety, welfare, peace and quiet of the citizens of the City of Evans through the reduction, control, and prevention of loud and potentially harmful noise.

Section 8.25.020

Definitions. As used in this section, the following words shall have the following meanings, unless the context clearly requires otherwise:

Ambient Noise Level shall mean the sound level of all-encompassing noise associated with a given environment, being usually a composite of sounds from many sources.

Amplified sound shall mean the use or operation of any loudspeaker, public address system, or other sound amplifying equipment for the purpose of giving instructions, directions,

talks, addresses or lectures, or for transmitting music or sound to any persons or assemblages of persons.

City Manager shall mean the City Manager or the City Manager's designee.

Construction Noise shall mean any noise created by or in connection with any activity for which a building, excavation or grading permit is required, or by or in connection with any other activity which requires the use of hand or power tools, or other machinery used for building. Construction Noise does not include sound made in the use of domestic power equipment on residential property.

Exterior Loudspeaker or Amplifier: A noise source for the amplification of sound which: a) is located on an exterior deck, patio or balcony of any structure, b) is affixed to the exterior wall of any structure, c) is in or on any lawn or landscaped area outside of any structure, or d) is otherwise placed, affixed, or located outside the exterior walls of any structure.

Liquor Licensed Establishment: an establishment for which a license has been issued under Chapter 5.08 [Alcoholic Beverages] of the Evans Municipal Code, or for which a special events alcoholic beverage license has been issued.

Noise shall mean any sound which is unwanted, or which causes or tends to cause an adverse psychological or physiological effect on human beings.

Noise Source shall mean any equipment, facility, or device capable of emitting sound beyond the property boundary of the property on which it is located.

Person shall mean any individual, firm, association, organization, partnership, business, trust, corporation, company, limited liability entity, contractor, supplier, installer, user, owner, or operator, including any municipal corporation or its officers or employees.

Plainly audible means any sound that can be detected and clearly comprehended by a person using their own unaided hearing faculties.

Public Space shall mean any real property or structure on real property owned by a governmental entity and normally accessible to the public, including, but not limited to, parks and other recreational areas.

Responsible Party means a person or entity who has violated the Code, or, in the case of property violations, the responsible party may also be the property owner, the occupant, or an individual or an entity who, acting as an agent for or in any other legal capacity on behalf of the owner, has authority over property subject to an administrative citation under this Chapter.

Unreasonable noise shall mean any noise, which because of its loudness and frequency, while taking into consideration the ambient noise typical of its location, unreasonably disturbs, injures, or endangers the comfort, repose, health, peace or safety of reasonable persons or ordinary sensitivity or causes damage to any property or business.

Unavoidable Noise shall mean noise generally associated with transportation regulated by the Colorado Department of Transportation (CDOT); Federal Highway Administration (FHA); Federal Railroad Administration (FRA); and the Federal Aviation Administration (FAA).

Section 8.25.030. Unlawful Noise.

A. Unlawful noise; residential and commercial properties. It is unlawful for any person to make, continue or cause to be made or to permit or assist another to make, continue or cause to be made, any unreasonable noise which, under all the circumstances presented, would annoy, injure, or endanger the comfort, repose or peace of a person of ordinary sensitivities including but not limited to the following: the sounding of any horn, signaling device, or similar device on any automobile, motorcycle or other vehicle; any amplified signal from any bell, chime, siren, whistle or similar device intended for nonemergency purposes; any signaling device including fire, burglar, siren, whistle unless in an emergency; radios, televisions, boom boxes, phonographs, stereos, musical instruments, and similar noise sources.

B. The foregoing noises and circumstances shall be deemed as unreasonable:

1. Any unreasonable noise or sound which is plainly audible one hundred (100) or more feet from a noise source, or

2. Any unreasonable noise or amplified sound which is plainly audible within a private residence that the responsible party or person responsible for the sound has no right to occupy, specifically including but not limited to apartments, common interest communities and other multiunit dwelling structures, or

3. Any unreasonable noise, sound source or any person or group of persons engaged in loud and continuing activities which are plainly audible and measured at any point along or within the property boundary of the receiving premises and continuing for a minimum of fifteen (15) minutes in a two (2) hour period, or

4. Any use of an exterior loudspeaker or amplifier by a person or responsible party to emit sound at or from any public space, residential, commercial, or industrial premises, including any liquor licensed establishment, anywhere within the City between the hours of ten o'clock (10:00) p.m. of one day and seven o'clock (7:00) a.m. of the following day.

C. Industrial Zone Permit. Notwithstanding any provision of this Chapter, a person with an interest in real property in the industrial zone may apply to the City Manager for an Industrial Zone Permit to exceed the noise limitations of this Chapter. An application for an Industrial Zone Permit includes but is not limited to the following:

1. The days of the week and times for proposed noise.

2. A noise study prepared by a licensed professional engineer supporting the ability of the applicant to comply with the permit conditions requested or to be imposed. Such study may include proposed standard decibel levels.
3. Any other documents required by the City Manager to render the application complete.
4. The City Manager will review the application materials and meet with the applicant within thirty (30) days of such submittal, and shall recommend to City Council approval, approval with conditions, or denial of the application by City Council.
5. Permit conditions may include but are not limited to: permitted decibel level(s), time and day of week limitations, term of permit and whether renewal periods are permitted, neighborhood outreach and education, contact for complaints, and authority for the City Manager to revoke the permit for failure to comply with limitations and conditions. If the City Council approves the permit the City Manager will issue Industrial Zone Permit.
6. The decision of City Council shall be the final decision of the City, subject to judicial appeal under Rule 106 of the Colorado Rules of Civil Procedure.

D. Noise Event Permits; Appeal.

1. Noise Event Permit Application. Any person desiring to exceed the noise limitations of this Chapter may apply for a permit to the City Manager for a Noise Event Permit. A Noise Event Permit applies to a single event and is valid for a period of time not to exceed twenty-four (24) hours. Such Noise Event Permit application must be received more than thirty (30) days prior to the event. The City Manager shall have the authority to grant, deny or condition such a Noise Event Permit upon consideration of the following:
    a. The time of day that the noise is proposed to be created;
    b. The duration of the proposed noise;
    c. The loudness of the proposed noise relative to the required limits;
    d. The potential impact of the noise on others in the vicinity of the noise source;
    e. Whether the proposed noise is temporary or continuous in nature;
    f. The extensiveness of the proposed noise; and
    g. The source of the noise and the reason the noise is needed or desired, and the technical and economic feasibility of bringing such proposed noise source into conformance with the provisions of this section.
    h. Fourteen (14) days prior to a decision, the City Manager shall provide notice of such request to exceed noise limitations to property owners within 300 feet of the subject property where such noise will be generated. The City Manager shall consider the comments provided and may prescribe any reasonable conditions or requirements on the permit which the City Manager deems necessary to minimize the adverse effects upon the community or the surrounding neighborhood, including, but not limited to, specific decibel limitations, limitations on time(s) and location(s) of the noise source, and equipment limitations or requirements. Any permit granted by the City Manager under this section shall be effective only for the location and times

designated within the permit and shall be further subject to such conditions as may be set forth in such Noise Event Permit. There shall be no charge for an application submitted to the City Manager under this section.

2. An applicant for a Noise Event Permit under this section whose application has been denied or conditioned and who disagrees with the City Manager's permit determination may appeal such determination to the City Council. A request for an appeal shall be submitted in writing to the City Manager not later than seventy-two (72) hours after the City Manager's permit determination to which the applicant objects. The request for appeal shall specify the grounds for the appeal. Such appeal shall be heard and decided by the City Council at the next possible regular city council meeting following the submission of the request for appeal, considering the timing of the request to provide information about the request to the council in time for public notice. In deciding an appeal, the City Council shall consider only the factors set forth in Subsection D.1. The decision of City Council shall be the final decision of the city, subject to judicial review under Rule 106 of the Colorado Rules of Civil Procedure.

3. Outdoor Amplified Sound Permit. No person shall conduct an outdoor event using amplified sound without first obtaining a valid Noise Event Permit under the procedures set forth in Subsection D.1. The event sponsor must apply for and receive a Noise Event Permit for the event on forms provided by the City Clerk. The City Clerk, at the direction of the City Manager, may issue a single permit for multiple outdoor events; however, a Noise Event Permit applicant desiring to sponsor more than eight (8) outdoor events during a calendar year must obtain prior approval from the City Council.

Section 8.25.040. Construction Noise.

1. Notwithstanding any other provision of this Chapter, there shall be no limit on construction noise between the hours of 6:00 a.m. and 7:00 p.m. on Monday through Saturday, except as provided in subsection 2, below, with respect to Sundays.

2. It shall be unlawful for any person to cause or make construction noise between the hours of seven 7:00 p.m. one day and 6:00 a.m. of the next day, or at any time on a Sunday; provided, however, that it shall not be a violation of this section if construction noise is made or caused under any one of the following circumstances: (a) in connection with emergency work; or (b) in connection with a residential home improvement project conducted by the owner-occupant thereof between the hours of 9:00 a.m. and 7:00 p.m. on a Sunday.

Section 8.25.050. Use of Sound for Advertising.

Unless specifically exempted under Subsection 8.25.060.A, it shall be unlawful for any person to use or operate any amplified sound source for the commercial purpose of attracting the attention of the public to any person, premises, or structure for a commercial purpose.

Section 8.25.060. Exemptions.

A. The following sounds, and sounds created by the described activities or at the described locations, shall be exempt from the provisions of this Chapter:

1. Ambient noise.

2. Unavoidable noise.

3. The use of property by the state of Colorado, any political subdivision of the state, including, but not limited to, the City. This exemption shall include all events staged on public property or private property used in conjunction with a public event, regardless of the sponsor of such event.

4. Sound made in the use of domestic power equipment on residential property.

5. Sound made pursuant to a permit issued by the City Manager in accordance with the provisions of this Chapter.

6. Sound made by safety signals and warning devices; sound resulting from any emergency vehicle when responding to an emergency call or acting in time of emergency; and sound produced in connection with "emergency work."

7. Sound emitted from houses of religious worship, indoor residential religious gatherings, ice cream trucks, food trucks, vendors at a permitted carnival or similar event, or comparable use.

8. Sound emitted from an emergency signaling device, including, but not limited to, a fire alarm, burglar alarm, or similar emergency signaling device, during a bona fide emergency.

9. Sound resulting from reasonable activities conducted on public playgrounds and public or private school grounds, conducted in accordance with the way such spaces are generally used, including, but not limited to, playground use, athletic events, and school entertainment events.

10. Any noise which the city is prohibited from regulating under the federal noise control act, 42 USC sections 4916-17.

Section 8.25.070. Enforcement.

A. Violations of this Chapter shall be punishable as described in Chapters 1.16 and/or 1.17 of this Code. Compliance with this Code shall be enforced in accordance with said

Chapters. Lack of or delay in enforcement of any provision of this Code shall not constitute a waiver of such provision. The City assumes no liability for any such violation.

B. Nothing herein shall prevent the police chief or members of the police department from obtaining voluntary compliance by way of warning, notice or education.

C. Members of the Police Department, upon receiving a complaint and then investigating such complaint, are empowered to enforce this Chapter.

D. Nothing in this Chapter shall prohibit the City's administrative code enforcement department from enforcing violations of this Chapter under Chapter 1.17 of the Code.

E. In any prosecution charging a violation of this Chapter, proof that the responsible party was present at the time of the violation shall constitute evidence that such person was in control of the premises and knowingly permitted the violation to occur.

F. A liquor licensed establishment must have a responsible party on th elicensed premises at all times of operation of such establishment to receive service of process on behalf of such person or establishment.

G. If a person's conduct violates this section and consists of: (a) speech or communication; (b) a gathering with others to hear or observe speech or communication; or (c) a gathering with others to picket or otherwise express in a nonviolent manner a position on social, economic, political or religious questions, the person must be ordered to, and have the opportunity to, move, disperse, or otherwise remedy the violation prior to arrest or a citation being issued.

Section 2. Section 9.16.045 of the Evans Municipal Code is hereby repealed in its entirety.

Section 3. Section 5.08.236 of the Evans Municipal Code is hereby added to read it its entirety as follows:

5.08.236. Noise Regulations. It shall be unlawful for any licensee under this Chapter to violate Chapter 8.25 of the Evans Municipal Code.

Section 4. Section 18.08.020 of the Evans Municipal Code is hereby amended to add Subsection 18.08.020.B.6 to read as follows:

18.08.020.B.6: All existing and proposed development in the City of Evans shall comply with Chapter 8.25 regarding noise.

Section 5. Publication and Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published, and posted as required by the City Charter and the adoption, posting, and publication shall be authenticated by the signature of the Mayor and City

Clerk, and by the Certificate of Publication. This Ordinance shall become effective upon final passage.

Section 6. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 7. Repeal. Only parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed. In addition, this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.

INTRODUCED AND PASSED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EVANS ON THIS 20th DAY OF JUNE, 2022.

ATTEST:

CITY OF EVANS, COLORADO

CITY OF EVANS SEAL COLORADO

Julie Kamka, City Clerk

By: _____
Mark C. Clark, Mayor

PASSED AND ADOPTED ON A SECOND READING THIS 5th DAY OF JULY, 2022.

ATTEST:

CITY OF EVANS, COLORADO

_____
Julie Kamka, City Clerk

By: _____
Mark C. Clark, Mayor

CITY COUNCIL
AGENDA REPORT

DATE: July 5, 2022

SUBJECT: Consideration of 37th Street Phase 3 Design Services Additional Work Change Order

PRESENTED BY: Randy Ready, Interim City Manager

Mark Oberschmidt, P.E., City Engineer

ITEM DESCRIPTION:

The 37th Street Widening project is one of the largest road improvement projects Evans has undertaken in recent history. The original project would widen 2.85 miles of 37th Street from 35th Avenue to 65th Avenue to four lanes, including a new roundabout at 47th Avenue and intersection improvements that may involve a roundabout at 65th Avenue. The original design contract had the project to be designed in two phases.

The project is now being designed and construction is planned to be done in four phases, based on funding availability and constructability in a series of single construction seasons. Additional services were approved by the City Council on May 18, 2021, to break the project into four phases. At that time Phase 3 only extended to the east side of the 65th Avenue Intersection. A current status of the project in four phases is provided below.

- Phase 1 (west of 47th Avenue to Sienna Avenue) design complete and all ROW acquired with construction scheduled in 2023
- Phase 2 (Sienna Avenue to 35th Avenue) design 90% complete with construction scheduled in 2024
- Phase 3 (west of 65th Avenue to west of Arrowhead Drive) design to begin late summer 2022 with construction scheduled in 2025
- Phase 4 (west of Arrowhead Drive to west of 47th Avenue) design to be completed by mid-2023 and plans put on hold until funding is available to complete the final phase

Phases 1 and 3 are partially funded with federal Surface Transportation Block Grant (STBG) money approved by the North Front Range Metropolitan Planning Organization (NFRMPO). Most recently, the City's request for $1,543,462 in federal funding for Phase 3 was approved by the MPO Planning Council in March of this year. Phases 2 and 4 are entirely locally funded at this time.

The original contract with RockSol (approved in February 2019) included 4-lane widening extending from the west side of 35th Avenue to the east side of 65th Avenue where it would transition back to two lanes at the 65th Avenue intersection. As the design progressed and the MPO call for projects for Surface Transportation Block Grant funding in federal fiscal years 2024-2025 in was issued, staff and the design team considered the prospects for extending the widening

through the 65th Avenue intersection to improve the capacity and safety for all directions of traffic at the intersection providing even more benefit to the traveling public. The extension of the project limits to the west of the 65th Avenue intersection lengthens the 2.6 mile project to almost 3 miles and adds the significant intersection improvements at 65th Avenue and 37th Street.

Extending the project through the intersection to the west will require the following additional design services.

- Additional surveying to the west, north and south
- Additional geotechnical exploration
- Additional traffic analysis, planning and road design work in order to determine which intersection improvements provide the most benefit—improved traditional traffic signal intersection with more turn lanes or roundabout
- Additional drainage design
- Additional road design work as the project extends approximately 0.2 miles west of the intersection and includes tie-ins north and south on 65th Avenue
- Additional environmental, archeological and historical analyses to comply with the STBG/CDOT requirements for all areas within the project limits
- Additional ROW acquisition west of 65th Avenue from at least two parcels west of the intersection
- Additional landscape design at 65th Avenue and west of the intersection

This additional scope of work will extend the schedule of completion for all 37th Street widening design work to June 2023. Upon completion of the overall design project in mid-2023, the City will have four shovel ready construction projects. Three of these projects (Phases 1-3) are scheduled for construction between now and 2026. Phase 4 can be constructed when funding is available.

FINANCIAL SUMMARY:

The current contract amount with RockSol is $1,847,211. With the proposed additional work, the contract would increase to $2,248,741 (increase of $401,530). The fee for the additional design services is less than 10% of the $4.4m Phase 3 construction cost in 2021 dollars. Furthermore, using $8m per mile as a construction cost estimate (3.0*$8M = $24M) and with design costs typically about 10% of the construction cost, the total expected design budget would be $2.4m. The additional proposed new contract amount results in a total design budget below the expected amount. A breakdown of the additional fee is provided below.

Summary of Fees – Phase 3 Additional Services

Task	**Fee**
Surveying	$ 38,656.00
Engineering and Traffic Analysis	$264,479.30
Environmental	$ 20,314.50
Landscaping	$ 35,980.00
ROW Acquisition	$ 42,100.00
Total	$401,529.80

RECOMMENDATION:

Staff recommends approval of the additional work change order in the amount of $401,529.80 and approval of an overall contract extension to June 2023. Council's approval of this additional design work will direct staff to add the additional funding needed to the next Budget Revision ordinance.

SUGGESTED MOTIONS:

"I move to authorize the additional work change order to the contract with RockSol for the 37th Street Widening Project design in the amount of $401,529.80 increasing the not to exceed contract amount to $2,248,741 and to authorize the extension of the work schedule with RockSol to June 2023."

"I move to deny the change order to the contract with RockSol for the 37th Street Widening Project."

ATTACHMENTS:

- Scope for Additional Services
- Fee for Additional Services
- Change Order Form

CITY OF EVANS
1100 37th STREET
EVANS, CO 80620
May 3, 2022

SCOPE OF DESIGN SERVICES
37th STREET WIDENING PHASE 3

Background and Overview (From TIP Application):

The Overall 37th Street Widening project expands 37th Street between 35th Avenue and 65th Avenue from a two-lane to a four-lane roadway that includes median, turn lanes, and detached multi-use paths in accordance with the Freedom Parkway Access Control Plan (p. 54). For this application, Evans is requesting funding to construct the section from approximately 0.2 miles west of the intersection with 65th Avenue to approximately 0.35 miles east of the intersection for a total length of 0.55 miles. 37th Street is classified as a Regionally Significant Corridor in the 2040 RTP. Within the City of Evans, it is a major east-west arterial thoroughfare. West of Evans, this roadway serves Greeley, Milliken, Johnstown, Loveland, and unincorporated Weld and Larimer Counties, and to the east it serves Kersey. It is designated a principal arterial roadway as it connects I-25 and US-85 and provides access to the jurisdictions listed above.

37th Street/SH 402 runs approximately one to two miles south of and parallel to US-34. While the NFR's regional growth and job growth are anticipated to be in the 1.7% to 2.1% range between 2015 and 2040, an impressive 35% of that population growth and 40% of that job growth are expected to occur along the US-34 corridor (2018 US-34 PEL). Weld County is already seeing that growth, as its population increased 9.55% in 2017 alone (U.S. Census), and it was ranked third in the U.S. for job growth for that same period. These growth patterns place 37th Street/SH 402 in a prime position to absorb the expanding transportation and access needs and provide a smooth travel experience in this key Front Range area.

Evans will construct Phase 1 of 37th Street project in 2022 followed by Phase 2 in 2023. Phases 3 and 4 are currently in design with scheduled completion near the end of 2022. This phase of the Freedom Parkway project impacts the City of Evans and unincorporated Weld County directly and Greeley indirectly as 65th Avenue connects Evans with Greeley. Local funds are already in hand to pay for the design of this project and a design team is working on the project. It is expected that design will be completed and approved by the end of 2022, and ROW acquisition will occur in 2022-2023. The MPO funds requested here will be used for construction in Phase 3 of this project—the widening of 37th Street from approximately 0.2 miles west of 65th Avenue to approximately 0.35 miles east of 65th Avenue.

Project Standards, Guidelines and Specifications:

The following is a list of technical references applicable to the work and are the basis for design criteria, details and specifications for the project. All work shall be completed using the latest CDOT, AASHTO, MUTCD, ADA and City of Evans design and construction standards, guidelines, practices and procedures. The following is a list of technical references applicable to this project. RockSol will be responsible for complying with the current editions of the listed references.

- CDOT Survey Manual
- CDOT Right-of-Way Manual
- CDOT Roadway Design Guide
- CDOT Lighting Design Guide
- CDOT Pavement Design Manual
- CDOT Standard Specifications for Road and Bridge Construction
- CDOT M & S Standards
- CDOT Procedural Directives
- AASHTO Policy on Geometric Design of Highways and Streets ("Green Book")
- AASHTO Roadside Design Guide
- AASHTO Guide for the Development of Bicycle Facilities
- Americans With Disabilities Act Accessibility Guidelines (ADAAG)
- Public Right of Way Accessibility Guidelines (PROWAG)
- Manual on Uniform Traffic Control Devices (MUTCD)
- City of Evans Design Standards and Construction Specifications

Schedule:

The development of a detailed project schedule, coordinated with the City, will take place after the Notice to Proceed.

Scope of Services:

The design work for this project will consist of completing all work as outlined in this scope of services and as required to prepare construction plans, Engineer's estimates, specifications and bidding documents for the proposed improvements. This work includes coordination of the improvements with the various stakeholders (e.g. City, CDOT, Weld County, utility companies, etc.) and obtaining the necessary clearances for construction. Support services during bidding can be provided if needed.

RockSol shall perform or supply all necessary services as specified in this document with regard to surveying, research, analysis, design and other associated engineering work. All engineering design work shall be performed under the direction and supervision of a Licensed Professional Engineer registered with the Colorado State Board of Registration for Professional Engineers and Professional Land Surveyors. All land surveying work shall be performed by a Professional Land Surveyor registered with the Colorado State Board of Registration for Professional Engineers and Professional Land Surveyors.

Some activities may require work on land not controlled by the City. In such cases, RockSol shall obtain the necessary written permission to enter the premises. Included in this written permission will be the names and telephone numbers of persons to contact should notification prior to entry be necessary. These written permissions will apply to City of Evans personnel as well as RockSol personnel. Signed copies of the written permission will be submitted to the City's Project Manager prior to entering private property for survey work.

An initial meeting will be held and if necessary, an on-site inspection will be conducted to make certain that the design team is familiar with the existing conditions as well as the project requirements and City goals. This meeting will be coordinated by RockSol and conducted by the Project Manager.

RockSol field activities for the survey or design process that interfere with normal traffic operations within the existing roadways will require traffic control. RockSol shall plan and provide properly trained personnel for any required traffic control. RockSol shall submit traffic control plans (in accordance with the MUTCD) to be reviewed by the City of Evans. These plans shall be approved by the City prior to conducting any work that interferes with traffic operations.

This scope of work establishes the pricing for design services associated with the widening and intersection design of 37th Street and 65th Avenue. The proposed work shall include, but is not limited to the compilation of data, necessary field work, development, and evaluation of alternatives to improve the safety and operation of this intersection. The following is a list of the anticipated services and deliverables that will be provided by RockSol. The hours and costs for each task are listed separately on the attached summary of fees.

Potential project stakeholders include:

- City of Evans Engineering Department
- Other Evans Departments as affected
- Weld County
- Colorado Department of Transportation (CDOT)
- City of Greeley
- Utility Companies
- Adjacent Property Owners

The City anticipates that RockSol will be responsible for completing the following tasks:

Project Management Meetings & Coordination: Coordinate, schedule and attend progress meetings.

A. Pre-Design/Scoping Meeting: Coordinate, attend meeting in Evans and record minutes of the initial pre-design/scoping meeting.
B. Attend one public information meeting
C. Collect relevant available reports, documents, previous design drawings/studies, etc.
D. Establish design criteria using project standards, guidelines and specifications outlined above.
E. Progress Meetings: Attend project meetings at necessary points in the design process as determined by the City and the design team, and document the status of the work with progress reports and schedule updates. The progress meetings will be used to coordinate the work effort and resolve problems. Weekly check-in meetings are estimated for the duration of the design contract in addition to the FIR and FOR meetings.
F. Provide overall project management services, gather input and involvement of City personnel, maintain continuous communication with the City's Project Manager and coordinate design issues with the City and collaborate with project stakeholders. Submittal of progress reports will be required as part of the monthly billing procedure. Prepare monthly billing statements and progress reports.

Data Collection & Conceptual Design: Obtain all necessary permits from City, County, or other entity to allow RockSol and subconsultants to work on existing streets and private property for the purpose of acquiring all survey, utility or other design information.

A. Design Survey:

Provide a design survey within the survey project limits. The survey limits are generally as shown on the attached aerial map. All work is to be prepared in accordance with CDOT requirements. The following is our anticipated scope of services and associated tasks to be provided for the design survey:

1. Topographic Survey & Utility Locates
2. Survey Geotech bore holes
3. Locate and Survey Utility Potholes
4. Miscellaneous Surveying
5. Title Reports
6. Base Property Mapping
7. CDOT Right of Way Plans (Assume 5 Parcels)
8. Separate Exhibits & Descriptions for ROW takes & easements
9. Staking Right of Way and Easements
10. Monuments



RockSol will incorporate survey files into base sheets (reference files) and digital terrain model (DTM) and plot geotechnical borings on the drawings. Provide City with base map, including reference files, in AutoCAD format.

B. Geotechnical Engineering:

Based on information provided by the City of Evans (City) for the proposed intersection improvements along 37th Street and 65th Avenue, the City is planning the design and construction of new traffic signals and new pavement/roadway widening along 37th Street, west of 65th Avenue and widening 65th Avenue south of 37th Street.

The Project includes design of either a roundabout or signalized intersection at 37th Street and 65th Avenue, widening 37th Street approximately 1,400 feet west of 65th Avenue with new pavement and widening 65th Avenue approximately 500 feet south of 37th Street with new pavement. Ancillary items such as striping modifications, signage installation, curb ramp installations and upgrades, landscape modifications, and grading/earthwork are also planned for the improvements project.

Four geotechnical boreholes are proposed for characterization of the subsurface conditions to assist the design team with the proposed improvements project. Soil sampling and analysis will be performed for signal foundation, pavement thickness, and earthwork recommendations. The geotechnical boreholes will be located within City right-of-way (ROW).

Two boreholes near the intersection will be advanced to an approximate depth of 20 feet below existing grades for pavement thickness design and potential new traffic signal pole foundation recommendations and two boreholes will be advanced to an approximate depth of 10 feet below existing grades for pavement thickness design.

Subsurface samples will be obtained from each borehole and selected samples will be tested for pertinent engineering properties including, but not be limited to, moisture content and dry density, Atterberg Limits, grain size (sieve) analysis, swell/consolidation potential, R-Value, water-soluble sulfate and chloride content, and electrical resistivity. Subgrade soil samples will be classified per the American Association of Highway and Transportation Officials (AASHTO) soil classification methods.

RockSol will prepare logs of the subsurface conditions and note the depth to groundwater and bedrock, if encountered, at the time of drilling. A report summarizing geotechnical findings and foundation analysis will be prepared and stamped and signed by a Colorado Licensed P.E.

<u>Special Considerations (Geotechnical Investigation)</u>

- All work performed by RockSol will be performed by or under the direct supervision of a registered professional engineer in the State of Colorado.
- If required, RockSol will obtain a ROW permit from the City of Evans for the geotechnical work within City right-of-way. A traffic control plan per the MUTCD will be prepared, if required.
- RockSol will contact the Utility Notification Center of Colorado to obtain clearance of utilities for the borehole locations. Use of a private utility locator is not anticipated by RockSol.
- We do not anticipate encountering environmentally contaminated soil. If we encounter environmentally contaminated soil, we will cease drilling and sampling operations at that location and notify the City of Evans.

C. Utility Research and Coordination:

A utility investigation will be executed in accordance with American Society of Civil Engineers Construction Institute Standard 38-02 (ASCE/CI 38-02). J.C. Cundall from Farnsworth Group will be the Project Manager on this portion of the project. Kinetic Industries will perform the utility locating and test hole efforts.

J.C. Cundall has over 24 years of experience in Civil Engineering. Most of them in the Municipal utility sector. He has the experience necessary to review and certify the utility information

collected by Kinetic Industries and Farnsworth Group.

Kinetic Industries is a detail oriented, Locating and Pothole Excavation company. They pride themselves on providing superior underground utility locating, utility mapping, and hydro-vacuum excavation/utility test hole services. The Work to be perform includes the following activities:

D. Environmental Review and Clearances

Our environmental specialists will work with the design team to ensure that the following environmental analyses are included in the development of the plans:

1. Biological Resources - Preliminary scoping indicates wildlife impacts are likely to be negligible.
    a. Our wildlife biologist will review the site for migratory birds, state listed, and threatened and endangered (T&E) species presence.
    b. Noxious weeds present will be identified during the field survey and noted in the technical memorandum.
    c. All clearance documentation and a technical memorandum will be provided to the City for these resources.
2. Hazardous Materials - It is assumed that the project will acquire right-of-way.
    a. RockSol will generate a hazardous material ERIS radius report covering the project areas and within a quarter mile of all proposed construction and provide the results.
    b. Documentation and a short summary memorandum will be provided to the City.
3. Stormwater Management Plans (SWMP) - It is assumed that this project will have more than 1 acre of disturbance. A SWMP will be required to acquire the stormwater construction permit.
4. Wetlands and Waters of the U.S.- Initial scoping of the project site and the proposed roadway configuration indicates no impacts to federal wetlands or Waters of the U.S.
    a. A “no effect” memo will be provided.
5. Historic Clearances – Centennial Archeology will be performing historic clearances for the project. See Centennial’s scope and fee for additional information.
    a. RockSol will provide 4(f) clearance document as required by CDOT after historic clearances are complete.

Assumptions:

1. Environmental review of plans and specifications and City coordination as necessary.
2. Coordination with CDOT for environmental clearances and signatures on CDOT Form 128.

3. No Federal or State T&E species impacts.
4. No significant hazardous materials present.
5. No 404 permitting or wetland impacts

E. Traffic Evaluation

The Fox Tuttle Transportation Group proposes to furnish the transportation engineering, planning, and related technical services necessary to complete this assessment. The services to be provided are described in the following tasks:

1. Compile and review pre-COVID turning movement count data using previous counts (April 2019) for AM & PM (4-6pm) conditions. Collect new peak hour turning movement counts for the peak egress period (2-4pm) to correspond with the end of school bell with the adjacent Prairie Heights Middle School.

2. Forecast future and long-term (Year 2040) background traffic volumes at the intersection using previous methodologies developed for the 37th Street corridor project and based on the most current North Front Range MPO regional model.

3. Calculate existing and long-term signalized and roundabout levels of service at the project intersection using Capacity Manual (HCM) methodology for the weekday AM, school afternoon, and PM peak hours. Synchro software will be utilized for signal analysis and SIDRA software will be for roundabout analysis. Queues for critical movements will also be evaluated and summarized.

4. Perform a comparative analysis of traffic signal vs. roundabout operations and safety, with consideration of peak hour levels of service, pedestrian and bicycle accommodations, construction cost impacts, and any constraints.

5. Provide concept-level sketches of a signalized layout (with recommended auxiliary turn lanes) and roundabout layout to accommodate long-term traffic projections at adequate Levels of Service. These layouts will be overlaid to visually compare any right-of-way requirements and to identify any potential physical constraints. Roundabout geometry will be based on FHWA and NCHRP Report 672 guidelines and designed using TORUS software.

6. Deliverables: Prepare a technical memorandum summarizing the existing short-term and long-term analysis of the intersection with traffic signal control vs. roundabout control. Pros, cons and considerations will be summarized for both types of traffic control. The memo will provide a comparative assessment of traffic signal vs. roundabout safety, operations, feasibility, constraints, and other considerations.

7. Meetings: We have assumed two virtual meetings for this project (project team meetings and/or meeting with City staff).

Preliminary & Final Design: Conduct necessary design work to establish the alignment, proposed sections/project footprint, estimated project costs and identify areas of additional ROW.

A. Roadway Design

1. Preliminary Intersection design and evaluation
2. Prepare preliminary roadway geometry plans
3. Roadway alignments & profile design
4. Prepare detail sheets
5. Coordinate with Wilson for roadway drainage and prepare drainage sheets
6. Prepare utility sheets
7. Verify the project specific coordinate system to identify the horizontal locations of key points. The coordinate systems used for roadway design and ROW shall be compatible.
8. Input and check horizontal and vertical alignments against all design criteria. Necessary variances and/or design decisions will be identified with justification and concurrence by the City.
9. Roadside Development: For roadside items including but not limited to, guardrails, delineators, ditches, Permanent Water Quality (PWQ), landscaping, sprinkler systems, bike paths, sidewalks, lighting, curb ramps, and rest areas provide the following layouts in the plans:
10. Prepare a set of preliminary plans that include a summary of approximate quantities, cost estimate, typical sections, general notes, roadway plan and profiles, proposed right-of-way plans, intersection layouts, roadway drainage plans and details, hydrologic/hydraulic/ drainage sheet, geology and geologic features sheet, and erosion and sediment control plans.
11. Prepare vehicular traffic control, detour, and construction phasing plans.
12. Coordinate with the affected properties regarding access and crossing requirements.
13. Develop schedule to show estimated construction contract time.
14. Develop plans to a FIR (Field Inspection Review) design level.
15. Prepare Title Sheet and General Notes.
16. Prepare Roadway Typical Sections.
17. Develop horizontal and vertical roadway widening alignments. Design variations which minimize impacts to existing mature trees will be investigated.
21. Develop preliminary construction phasing plans. Constructing the improvements with minimal impact to the travelling public and maintaining residential and business access at all times is critical to the success of the project.

B. Drainage Design:

The scope below assumes this intersection will be designed as a standalone CDOT Local Agency project for review and approval by the City of Evans and CDOT. This intersection is a sump with the east, west, and south legs draining to the intersection. The flows today are conveyed to Ashcroft Draw to the north through minor storm pipes and overland and roadway overtopping from south to north. It is assumed that a new storm pipe system will need to be installed from the intersection to Ashcroft Draw through private property.

Task 1: 65th Avenue and 37th Street Intersection Drainage Design and Report per CDOT Standards

a. Complete hydrologic calculations for existing and proposed stormwater within the proposed right of way as well as assessment of off-site flows from the south.

b. Complete final minor and major storm street capacity calculations within the ROW.
c. Complete final inlet and storm pipe sizing.
d. Complete final design of water quality facilities (likely inlet filters).
e. Assumptions
i. 2016 Evans Drainage Criteria applies
ii. Any easements for stormwater and water quality infrastructure will be documented and obtained by others.
iii. Major channel drainage analysis provided by others (off site flows will continue to overtop the roadway and will be detained in the future by development).
iv. Roadway design will be completed by Rocksol.
v. Stormwater detention is not necessary.
vi. Rocksol will provide all production drafting for the construction plan set and specifications.

C. Preliminary Landscaping and Irrigation Plans – (See detailed scope & fee from BHA)

D. Utility Potholing – (See detailed scope from Farnsworth Group)

Deliverables

A. Construction Drawings – RockSol will provide final construction drawings, total plan sheets are estimated at 180 sheets. Plan sheets generally should follow CDOT's formatting guidelines. The construction drawings will include but not limited to:

1. Title Sheet
2. Standard Plans List
3. General Notes and Abbreviations
4. Summary of Approximate Quantities
5. Tabulation Sheet(s)
6. Survey Control Diagram
7. Typical Sections
8. Utility Pothole and Soil Boring Data
9. Engineering Geology, Boring Log, Boring Plan and Legend
10. Geometric Data (Roadway Geometric Plan)
11. Roadway Plan and Profile Sheet(s)
12. Grading and Drainage Sheet(s)
13. Storm Drain Profile Sheet(s)
14. Utility Relocation Plans
15. SWMP/Stormwater Pollution Control Plan & Details
16. Detail Sheet(s)
17. Signing & Pavement Marking Plan Sheet(s)

18. Construction Traffic Control/Phasing Plan Sheet(s)
19. Traffic Signal Plan Sheet(s) & Details
20. Roadway Cross Sections

B. Provide electronic submittals of each sheet in the final plan set (AutoCADformat). Adobe PDF Files for half-size (11"x17") sets shall also be provided. All electronic drawing files and PDF files shall be submitted in a format acceptable to the City.

C. RockSol shall deliver to the City the following documents in pdf format, as outlined in this Scope of Services:

1. Project Kickoff Meeting Minutes
2. Environmental Scoping Meeting Minutes
3. FIR Meeting Minutes
4. FOR Meeting Minutes
5. Invoices and Monthly Reports
6. Photo log of existing roadway features
7. Preliminary Right-of-Way Ownership Map
8. Control and Monumentation Sheet
9. Pavement Design Report
10. Drainage Assessment Letter Report
11. Traffic Memo
12. Environmental Clearance Documents
13. FIR Plans
14. FOR Plans
15. ROW Plans/Legal Descriptions (If Required)
16. Bid Specifications and Special Provisions
17. Estimate of Probable Construction Costs (Updated at Various Stages of the Design)
18. Utility Clearance Letters/Agreements
19. Public Meeting Exhibits
20. Final Plans and Specifications with PE Stamp (Record Set)

RockSol Consulting Group, Inc.

May 3, 2022

Mr. Mark Oberschmidt, P.E.
City of Evans
1100 37th Street
Evans, CO 80620

Subject: **37th Street & 65th Avenue Intersection Design Fee**
City of Evans

Dear Mr. Oberschmidt:

RockSol Consulting Group, Inc. is grateful for the opportunity to submit this proposal to provide design services for the above referenced project.

PROPOSED SCOPE OF WORK

RockSol will provide design services as requested by the City of Evans that will include:

- Topographic Survey / CDOT Approved Right-of-Way Plans / Title Reports
- Geology Investigation that will include 3 Boreholes and amendment of the 37th Street Report
- SUE Investigation, SUE Report, and Test Holes
- Environmental Services to obtain CDOT & NEPA Clearances
- Intersection Evaluation and Traffic Memorandum
- Preliminary and Final Roadway/Intersection Design
- Drainage Design and Report
- Acquisition Services (5 Parcels assumed)
- Landscape and irrigation design

FEE ESTIMATE

As requested, we have prepared a fee estimate to perform the work. As is our custom, we will only charge for the hours actually worked on the project if they are less than the estimated amount. RockSol and our sub-consultants fee is based on 2022 rates.

Respectfully submitted,



Tim Tuttle, PE
Project Manager

Attachments:
RockSol & Subconsultant Fee Estimate

37th Street & 65th Ave - Project Design Estimate

Project Management and Coordination

RockSol

Personnel	Task/Equipment/Materials	Quantity	Unit	Rate	Total
Senior Project Engineer	Project Management/Sub Coordination	80	Hour	$ 178.50	$ 14,280.00
Admin	Project Billing Support	12	Hour	$ 88.50	$ 1,062.00
Mileage		1000	Miles	$ 0.56	$ 560.00
				Task Subtotal	**$ 15,902.00**
				Project Management and Coordination Subtotal	**$ 15,902.00**

Data Collection and Conceptual Design Phase

Topographic Survey (King Surveyors)

Personnel	Task/Equipment/Materials	Quantity	Unit	Rate	Total
King Surveyors	Survey / Title Reports / ROW Plans	1	EACH	$ 38,656.00	$ 38,656.00
Subtotal					**$ 38,656.00**

Geology Investigation (RockSol)

Personnel	Task/Equipment/Materials	Quantity	Unit	Rate	Total
RockSol Consulting	Amend Report / 3 Additional Boreholes	1	EACH	$ 14,293.40	$ 14,293.40
				Task Subtotal	**$ 14,293.40**

Utility - SUE Investigation and Report (Farnsworth Group)

Personnel	Task/Equipment/Materials	Quantity	Unit	Rate	Total
Farnsworth Group	SUE Investigation/Report/Potholes	1	EACH	$ 36,845.00	$ 36,845.00
				Task Subtotal	**$ 36,845.00**

Environmental Services (RockSol, Centennial Archaeology)

Personnel	Task/Equipment/Materials	Quantity	Unit	Avg. Rate	Total
Centennial Archaeology	Archaeology and History	1	EACH	$ 7,000.00	$ 7,000.00
RockSol Consulting	Evironmental Clearance Tasks	1	EACH	$ 13,260.00	$ 13,260.00
Mileage		100	Miles	$ 0.55	$ 54.50
				Task Subtotal	**$ 20,314.50**

Traffic Study (Fox Tuttle)

Personnel	Task/Equipment/Materials	Quantity	Unit	Rate	Total
Fox Tuttle	Intersection Evaluation/Report/Design	1	EACH	$ 10,000.00	$ 10,000.00
				Task Subtotal	**$ 10,000.00**
				Conceptual Layout Subtotal	**$ 120,108.90**

Preliminary and Final Design Phase

Preliminary and Final Roadway Design (RockSol)

Personnel	Task/Equipment/Materials	Quantity	Unit	Rate	Total
RockSol	Preliminary and Final Roadway Desgin	1	EACH	$ 139,438.90	$ 139,438.90
				Task Subtotal	**$ 139,438.90**

Final Drainage & Utility Design and Report (Wilson & Co)

Personnel	Task/Equipment/Materials	Quantity	Unit	Rate	Total
Wilson & Co	Research/Drainage Design/Report	1	EACH	$ 48,000.00	$ 48,000.00
				Task Subtotal	**$ 48,000.00**

Acquisition Services (Western States)

Personnel	Task/Equipment/Materials	Quantity	Unit	Rate	Total
Western States	Acquisition Services (Assume 5 Parcels)	1	EACH	$ 42,100.00	$ 42,100.00
				Task Subtotal	**$ 42,100.00**

Final Landscape and Irrigation Design (BHA)

Personnel	Task/Equipment/Materials	Quantity	Unit	Rate	Total
BHA & Aqua	Landscape & Irrigation Design	1.00	EACH	$ 35,980.00	$ 35,980.00
				Task Subtotal	**$ 35,980.00**
				Final Design Phase Subtotal	**$ 265,518.90**
				Project Design Fee:	**$ 401,529.80**

KING SURVEYORS

March 4, 2022

Rocksol Consulting Group, Inc.
Attn: Tim Tuttle

Re: 37th Street & 65th Avenue – City of Evans

Tim:

Here is what I'm estimating the cost to be for the following items based on the exhibit in the email you sent on 7/30/2021 and our phone conversation on 8/3/2021.

Project Management
3 hours PLS @ $121/hour = $363

Topographic Survey & Utility Locates
Office Prep-5 hours PLS @ $121/hour = $605
Field work time-4.5 days = 4.5x10 hours @ $165/hour = $7,425
Office processing-20 hours @ $101/hour = $2,020
Subtotal = $10,050

Geotech bore holes
-Assuming 1 separate trip
Office Prep-2 hours PLS @ $121/hour = $242
Field work time-3 hours @ $165/hour = $495
Office processing-1 hour @ $101/hour = $101
Subtotal = $838

Utility potholes
-Assuming 2 separate trips-1 trip to stake pothole locations and 1 trip to survey potholes
-Assuming measure downs and utility identification done by pothole contractor
Office Prep-3 hours PLS @ $121/hour = $363
Field work time-6 hours @ $165/hour = $990
Office processing-3 hours @ $101/hour = $303
Subtotal = $1,656

Miscellaneous Surveying
Office Prep-15 hours PLS @ $121/hour = $1,815
Field work time-3 days = 3x10 hours @ $165/hour = $4,950
Subtotal = $6,765

RockSol Consulting Group, Inc.

Estimate for Geotechnical Investigation and Pavement Design
37th Street and 65th Avenue Intersection Improvements Project
City of Evans, Colorado

Labor	***Hours***	***Rate/Hour***	***Total Estimated Fee***
Senior Geologist (Note 1)	8	$135.20	$1,081.60
Engineer-in-Training II (Note 2)	20	$103.50	$2,070.00
Senior Geotechnical Engineer	6	$198.50	$1,191.00
Senior Pavment Design Engineer	10	$189.00	$1,890.00
Admin Assistant I	2	$92.50	$185.00
Admin Assistant II	2	$92.50	$185.00
RockSol Laboratory Tech II	32	$91.30	$2,921.60
RockSol Lab Manager	4	$104.80	$419.20
Drafting	4	$113.00	$452.00
Total Labor			**$10,395.40**

Notes:
1) Includes obtaining City of Evans ROW permit, soil sample review, and report preparation.
2) Includes field work (borehole location marking, utility locate clearance coordination for boreholes, logging, and report prep assistance).

Other Direct Costs	
Drilling (Two boreholes to 10ft and two boreholes to 20ft with a truck mounted drill rig)	$1,650.00
Vehicle (100 miles - 3 Trips @ $0.56)	$168.00
Borehole Backfill Materials	$80.00
Traffic Control (1 Day)	$2,000.00
Total Other Direct Cost	**$3,898.00**
Total for Geotechnical Tasks	**$14,293.40**

Title Reports
The City of Evans has been providing title reports for this project.
$550 each if King Surveyors needs to order them
Assuming 5 parcels involved
Subtotal = $2,750 (if necessary)

Base/Property line/Right-of-way Map
Field work time-5 hours @ $165/hour = $825
PLS-20 hours @ $121/hour = $2,420
Subtotal = $3,245

Right-of-way Plans and Property Descriptions
Drafting-50 hours @ $101/hour = $5,050
PLS-30 hours @ $121/hour = $3,630
Subtotal = $8,680

Separate Exhibit Drawings for Right-of-way Takes & Easements
-Assuming 5 parcels involved
-Assuming a ROW take and a TCE for each parcel
10 x $300 each = $3,000

Staking Right-of-way and Easements
-Assuming 1 separate trip
Office Prep-3 hours PLS @ $121/hour = $363
Field work time-5 hours @ $165/hour = $825
Office check-1 hour @ $121/hour = $121
Subtotal = $1,309

Monuments
This proposal does not include any costs for setting Right-of-way or easement monuments or for replacing aliquot corner monuments lost during construction.

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

Sincerely,

Chad Dilka, PLS/Project Manager

Farnsworth GROUP

223 Willow Street
Fort Collins, CO 80524
p 970.484.7477 f 970.484.7488

www.f-w.com | www.greennavigation.com

April 8, 2022

RockSol Consulting Group, Inc.
Attn: Tim Tuttle, PE
12076 Grant St.
Thornton, CO 80241

RE: Evans 37th Street and 47th Avenue Widening SUE Additional Work
Intersection of 37th Street and 65th Avenue

Dear Mr. Tuttle:

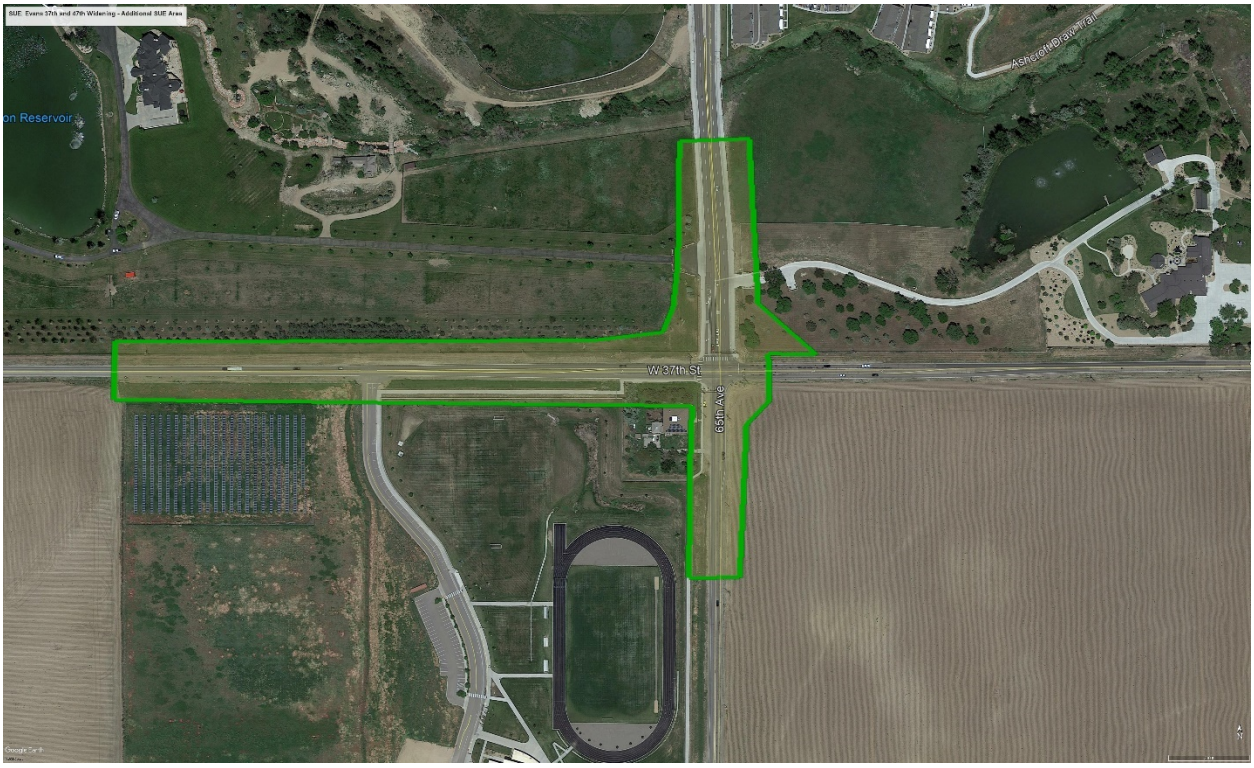
We appreciate the opportunity to work with you on this project and appreciate your confidence in Farnsworth Group to complete this project. As requested, we have reviewed the additional area where SUE services shall be provided. I have prepared this letter to provide a brief description of the additional work needing to be completed for the additional area for the SUE.

A utility investigation will be executed in accordance with American Society of Civil Engineers Construction Institute Standard 38-02 (ASCE/CI 38-02). J.C. Cundall from Farnsworth Group will be the Project Manager on this portion of the project. Kinetic Industries will perform the utility locating and test hole efforts.

J.C. Cundall has over 24 years of experience in Civil Engineering. Most of them in the Municipal utility sector. He has the experience necessary to review and certify the utility information collected by Kinetic Industries and Farnsworth Group.

Kinetic Industries is a detail oriented, Locating and Pothole Excavation company. They pride themselves on providing superior underground utility locating, utility mapping, and hydro-vacuum excavation/utility test hole services. The Work to be perform includes the following activities:

Project Limits:
The SUE effort encompasses designating buried utilities and mapping above ground utility features within the project corridor identified by the Design Engineer. The general description of the area is the intersection of 37th Street and 65th Avenue in Evans, Colorado. The project area is the intersection, including from the center of the intersection approximately 1,500 feet to the west, 120 feet to the east, 550 feet to the north, and 500 feet to the south. This is additional area from the original RFP. The general area is shown in the following figure (provided by RockSol):



Task 1 Two-Dimensional (2D) Quality Level B Data Acquisition:

- Using electromagnetic (EM), acoustic, and other geophysical technologies), characterization, and depiction of existing utility infrastructure data to develop a reliably qualified base map and data set from which to develop and support future design, coordination, and construction decisions.
- Populating utility data with hydraulic information (pipe data, invert measurements/elevations and images) from the field investigation.
- Although Task 1 utility designating of buried infrastructure will have a goal of Quality Level B, some facilities such as non-conductive water, storm drainage and sanitary sewer pipes are pragmatically designated to a mixture of Quality Level C (based on surveyed surface features and record data), B, and A (exposed survey grade observations, such as possible at manholes) during Task 1.
- As part of this proposal, we have not included time of alternative specialized geophysical exploratory methods, ground penetrating radar (GPR). If requested, GPR can be added at ***$250/hour***.
- Task 1 Work Plan:
    a. Preparation, Management, Meetings, Miscellaneous Coordination:
        i. Project preparation and on-going project management
        ii. Field and office personnel meetings, field meeting(s) with utility representatives and field crews
        iii. Submittal of progress reports (if necessary)
        iv. Prepare field books, log sheets, and crew schedule for initial field effort
        v. Identify contacts, protocols, etc.
        vi. Develop traffic control plan
    b. Utility Records Review:
        i. Coordination with Owner to receive record information
        ii. Coordination with 811 and entities that have utilities in the project area

iii. Review of record information

c. Mobilization and Field Designating:
   i. Mobilization of field crews for the horizontal location of the existing utilities
   ii. Field work required to conduct designating of existing utilities within the project corridor in accordance with ASCE/CI 38-02 (to a goal of achieving Quality Level B depictions as is practical and pragmatic during the Task 1 effort)
d. Engineering/Location Survey:
   i. Review survey data collected
e. CAD Development (Task 1 Data):
   i. Process survey files
   ii. Develop CAD utility reference file
f. Utility Data:
   i. Process field notes, sketches, and log sheet information
g. Quality Assurance and Quality Control
   i. Quality review of the Task 1 investigation
   ii. Compare field notes and sketches to utility record information provided by Owner and/or affected entities
   iii. Verify utility reference file matches field notes and sketches
h. Final Submittal Preparation
   i. This includes the final submittal upon completion of the SUE Task 1 field work and Quality Level B data acquisition
   ii. Preparation of Task 1 final plan
   iii. Submittal of summary report, existing utility CAD file and 2D existing utility model

Task 2 Three-Dimensional (3D) Quality Level A:

- Data acquisition using vacuum excavation methods (a.k.a. Test Holes) to identify pothole information relative to the project for determination of the presence of, and the verifiable horizontal and vertical location of, existing utilities. This information provides us with a clear understanding of potential conflicts in the project.
- We assume ***twenty (20) potholes*** will be necessary. This number comes from the Design Engineer. There is a good chance that this number will increase or decrease as the design progresses. We assume that no flow fill is required. If it is, an additional ***$125 per pothole*** will be required.
- Test hole locations will be coordinated between Farnsworth Group, Kinetic Industries and Design Engineer/Owner based on identified utility conflicts and areas where more detailed data, including 3D coordinates, are required to complete designs and mitigate/accommodate conflicts.
- These excavation locations will also need to be coordinated based on areas where 2D Quality Level B mapping has been completed.
- Written logs for all test holes are used, derived elevations are transcribed onto CAD reference files, and points are mapped (surveyed) to Quality Level A on the plans.
- Task 2 Work Plan:
  a. Work Plan, Traffic:
     i. Create Task 2 work plan
     ii. Develop traffic control plan
  b. Mobilization and Test Hole Staking:
     i. Mobilization of field crew
     ii. Kinetic Industries will assist the Surveyor in setting/marking the test hole target locations

c. 3D Quality Level A Locating:
    i. Field work required to complete the vacuum excavations
d. Engineering Survey:
    i. Review survey data provided to Kinetic Industries and Farnsworth Group
e. CAD Development
    i. Update CAD file with results of the Task 2 investigation
    ii. Process field data and files
f. Update Utility Information
g. Quality Assurance and Quality Control
    i. Quality assurance review of the Task 2 investigation
    ii. Research and review of record information
    iii. Compare field notes and sketches to record information
h. Submittal Preparation:
    i. Preparation of the Task 2 final report
    ii. Submittal of CAD file, report, and utility information

Project Deliverables:

SUE deliverables include digital and hard copy submittals of the following:

- CAD utility reference file based on Task 1 and 2 findings
- Data summary report for both sanitary sewer and storm drain installations (invert measure downs and elevations)
- Test hole summary report which provides the utility depth, size, and material (where accessible)
- A P.E. sealed submittal summarizing this investigation with highlights of unusual findings.
- A final drawing providing a summary of this investigation, again with highlights of unusual findings.
- We will also provide ongoing interpretive support to assist the Design Engineer with subsequent findings and ensure submitted data is properly understood and utilized.

Project Assumptions:

- The Design Engineer and/or Owner will provide all right-of-entries, access agreements to allow field crews to work in areas outside the ROW, including all private property.
- All survey work will be coordinated by the Design Engineer, Farnsworth Group, and Kinetic Industry for this project. This includes both Task 1 and 2 operations. The surveyor will coordinate schedules with the Design Engineer, Farnsworth Group, and Kinetic Industry to ensure that utility marks are surveyed in a timely manner. The surveyors are under RockSol.
- Confined space entry will not be required for this project.
- The Design Engineer will provide information showing the project limits, alignment, profile, relevant design, and topographic CAD files, and any other applicable information.

To cover the additional SUE area, including QL-B and QL-A work for the SUE, we are requesting a **Change Order in the amount of $36,845.00.**

Should you have any questions or wish to discuss further, please do not hesitate to contact me.

Sincerely,

FARNSWORTH GROUP, INC.

J.C. Cundall, PE
Senior Engineering Manager
970.232.1205 – Direct Office | 970.219.1276 – Cell | jcundall@f-w.com

65th Avenue and 3thh Street Improvements
Evans, Colorado

Effort to Conduct Tasks needed to accomplish Scope of Work	RockSol Consulting Group					
	Environmental Manager (hours)	Environmental Specialist I (hours)	Environmental Specialist II (hours)	Project Control and Admin (hours)	**Total Hours**	**Total Fee**
Billing Rate	**$ 156.10**	**$ 97.70**	**$ 113.40**	**$ 92.50**		
Environmental						
1.a. Biological Resoures (site visit)		8			8	$ 781.60
1.b.Biological Resoures Report	1	12			13	$ 1,328.50
2. Hazardous Materials Initial Site Assessment	1	10			11	$ 1,133.10
3. Wetlands/Waters of the US no effect memo	1		6		7	$ 836.50
5. Historic 4(f) (form)	2		8		10	$ 1,219.40
6.a. Project Management (plan reviews/design coordinatiion/CDOT coordination/no effect docs)	24	8	6		38	$ 5,208.40
6.b. Project Management (Progress Meetings-3)	9	9			18	$ 2,284.20
7. Progress Billing/Administrative Support	2			6	8	$ 867.20
Hours Sub-Total for Task defined above	**40**	**47**	**20**	**6**	**113**	
Engineering Fee Sub-Total for Task defined above	**$ 6,244.00**	**$ 4,591.90**	**$ 2,268.00**	**$ 555.00**		**$ 13,658.90**

			RockSol Labor Cost Subtotal:	**113**	**$ 13,658.90**
* assumes no wetland impacts or 404 permitting.	Mileage (1 days site visit)	100	$ 0.545		$54.50
	ISA Geosearch Radius Report	1	$ 250.00		$250.00
			RockSol Other Direct Costs:		**$ 304.50**
			RockSol Total Fee:		**$ 13,963.40**
Subconsultant	Centennial Archaeology (Historic Resources)				**$ 7,000.00**
			Total Fee:		**$ 20,963.40**

CENTENNIAL ARCHAEOLOGY
300 E. Boardwalk, 4-C, Fort Collins, CO 80525 | Phone 1-970-225-6575 | Fax 1-970-225-6577 | www.centennialarchaeology.com

CULTURAL RESOURCE INVENTORY FOR PROPOSED INTERSECTION IMPROVEMENTS AT 37TH STREET AND 65TH AVENUE IN THE CITY OF EVANS, WELD COUNTY, COLORADO

Submitted to RockSol – December 27, 2021

Scope of Work (including Assumptions)

- The proposed work will consist of an intensive Historic Resources Inventory for built environment properties situated along the project corridor for proposed intersection improvements at 37th Street and 65th Avenue in Weld County, Colorado. Project design has yet to be determined but work could include either a roundabout or traffic lights as well as additional lanes.
- The survey will be conducted to enable Section 106 consultations involving the Colorado State Historic Preservation Office (SHPO) / Colorado Office of Archaeology and Historic Preservation (OAHP), Colorado Department of Transportation (CDOT), and the Federal Highway Administration (FHWA).
- The intensive inventory will meet all applicable SHPO/OAHP standards.
- It is assumed that CDOT will conduct the archaeological inventory in-house, and that Centennial will only be responsible for the built environment (historic resources survey). If an archaeological inventory is required, additional costs may result in a change order.
- The final survey corridor including the temporary and permanent impact footprint and Area of Potential Effect (APE) will be defined prior to the initiation of field survey. For costing purposes, it is assumed that the work will not extend any further along either 37th Street or 65th Avenue than what is shown in a map received by Centennial Archaeology LLC (Centennial) on November 23, 2021. If it extends further along either road, additional resources may need to be documented resulting in additional field and reporting time. Any such costs will be negotiated as part of a change order.
- All built environment properties that intersect the project area and that are 50 years and older at the point when the project goes to construction will be recorded on Colorado OAHP inventory record forms. For costing purposes, it is assumed that project work will be initiated in or before 2023 meaning that the minimum age criterion for the work will be 1973.
- Architectural properties will be documented if the parcel on which the building is situated intersects the survey area. It is assumed that no more than four such parcels will require documentation. Any increase in this amount will result in a change order that will be negotiated separately.
- Prior to beginning field work, Centennial will perform Class I (file search) research for the proposed project area. File search information will be collected for the survey area as well as a buffer extending 0.5 mile in all directions from the project corridor.
    - Preliminary Class I research suggests that two of the properties intersecting the project area as shown on the map received on November 23, 2021 contain buildings meeting the project

proponents minimum age criterion for the project and will require in-field documentation and a full ownership trace should the project corridor intersect those parcels.

- Additionally, both 37th Street and 65th Avenue are known to be over 50 years in age. However, 37th street has been previously documented in its entirety and found to be officially not eligible for the National Register of Historic Places (NRHP). Based on previous CDOT projects, it therefore will not require documentation. For costing purposes it is assumed that project work will exceed the criteria for exclusion set forth in the existing Programmatic Agreement (PA) between CDOT and the SHPO/OAHP and will therefore require documentation.

- For costing purposes, it is accordingly assumed that a total of three build environment sites (two architectural properties and one linear resource) will require documentation.
- All cultural materials will be documented in the field.
- All sites will be evaluated for NRHP eligibility on the basis of surface materials and archival research as applicable. If CDOT or any other agency requires subsurface testing, additional costs will be negotiated separately.
- Per standard CDOT practice for historic resources investigations, it is assumed that a full technical report will not be required. Instead, Centennial will prepare an Eligibility and Effects letter that will include NRHP assessments as well as an evaluation of potential effects to the resources. This letter will be supplemented with survey maps and a full set of OAHP inventory record forms including maps, archival research, and photographs for all recorded sites.
- If a full technical report is required, additional reporting will be necessary and may lead to a change order.
- Archival research including ownership traces will be required for the two architectural properties. Weld County data are available online and it is assumed that no in person research will be required. If in person research is required, COVID restrictions and appointment blocks may cause scheduling delays and result in additional costs that will be negotiated as part of a change order.
- It is assumed that the fieldwork can be conducted by a supervisory historian in a single day.
- It is assumed that Centennial will write the effects letter for this project and submit it to CDOT for review and signing.
- It is assumed that RockSol will prepare the Section 4(f) forms if necessary.
- It is assumed that there will be no barriers, either legal or physical, to the project areas, and that access to private land will have been arranged by project proponents and/or RockSol prior to the initiation of fieldwork.
- It is assumed that the ground will be clear and free of snow during all fieldwork.

See next page for the cost estimate.

Cost Proposal

Labor				
Position	**No. of Hours**		**Rate per Hour**	**Subtotal**
Principal Investigator	6	@	$100.00	$600.00
Project Director	22	@	$90.00	$1,980.00
Technical Editor	2	@	$78.00	$156.00
GIS Specialist	10	@	$78.00	$780.00
Historian	40	@	$73.00	$2,920.00
Laboratory/Report Technician II	6	@	$50.00	$300.00
			Labor Subtotal	**$6,736.00**

Other Direct Costs (ODC)				
Vehicle Cost	**Days**		**Rate Per Day**	**Subtotal**
Vehicle Cost	1	@	$150.00	$150.00
Miscellaneous	**Days**		**Rate Per Day**	**Subtotal**
GPS/Survey Equipment (per unit)	1	@	$50.00	$50.00
Report and Site Form Printing	*at cost*		*estimate*	$25.00
OAHP File Search Request	*at cost*		*estimate*	$25.00
			ODC Subtotal	**$250.00**

TOTAL COST	**$6,986.00**

August 12, 2021

Tim Tuttle, PE
RockSol Consulting Group, Inc.
6865 Sherman St.
Loveland, CO 80538

RE: 37th Street & 65th Avenue – Signal vs. Roundabout Assessment, Evans, Colorado

Dear Tim:

Pursuant to your request, we are please to provide this scope and fee proposal to perform an assessment of traffic signal vs. roundabout traffic control for the 37th Street & 65th Avenue intersection located in the City of Evans. The purpose of this assessment will be to help inform City staff about potential pros, cons and considerations for traffic signal vs. roundabout control with respect to safety, operations and feasibility.

A detailed scope of work and fee estimate is provided in the following text.

Scope of Work

The Fox Tuttle Transportation Group proposes to furnish the transportation engineering, planning, and related technical services necessary to complete this assessment. The services to be provided are described in the following tasks:

1. Compile and review pre-COVID turning movement count data using previous counts (April 2019) for AM & PM (4-6pm) conditions. Collect new peak hour turning movement counts for the peak egress period (2-4pm) to correspond with the end of school bell with the adjacent Prairie Heights Middle School.

2. Forecast future and long-term (Year 2040) background traffic volumes at the intersection using previous methodologies developed for the 37th Street corridor project and based on the most current North Front Range MPO regional model.

3. Calculate existing and long-term signalized and roundabout levels of service at the project intersection using Capacity Manual (HCM) methodology for the weekday AM, school afternoon, and PM peak hours. Synchro software will be utilized for signal analysis and SIDRA software will be for roundabout analysis. Queues for critical movements will also be evaluated and summarized.

4. Perform a comparative analysis of traffic signal vs. roundabout operations and safety, with consideration of peak hour levels of service, pedestrian and bicycle accommodations, construction cost impacts, and any constraints.

5. Provide concept-level sketches of a signalized layout (with recommended auxiliary turn lanes) and roundabout layout to accommodate long-term traffic projections at adequate Levels of Service.

These layouts will be overlaid to visually compare any right-of-way requirements and to identify any potential physical constraints. Roundabout geometry will be based on FHWA and NCHRP Report 672 guidelines and designed using TORUS software.

6. **Deliverables:** Prepare a technical memorandum summarizing the existing short-term and long-term analysis of the intersection with traffic signal control vs. roundabout control. Pros, cons and considerations will be summarized for both types of traffic control. The memo will provide a comparative assessment of traffic signal vs. roundabout safety, operations, feasibility, constraints, and other considerations.

7. **Meetings**: We have assumed two virtual meetings for this project (project team meetings and/or meeting with City staff).

Fee Estimate and Schedule

It is estimated that the tasks outlined above will be completed on a time-and-materials basis **not-to-exceed $10,000.** It should be noted that should not all of the staff time and fees be required to complete this project, you will only be billed for the work completed.

Requests to complete tasks in addition to those outlined in the above scope of work, such as attendance at additional meetings can be undertaken on a time and materials basis according to the rates contained in the attached fee schedule, when authorized.

We would anticipate completion of the report within six (6) weeks of notice-to-proceed.

We appreciate your consideration of the Fox Tuttle Transportation Group for this work, and we look forward to working with you on this project. Please contact me if you should have any questions regarding the contents of the proposal or need additional information.

Sincerely,
FOX TUTTLE TRANSPORTATION GROUP, LLC

Steve Tuttle, PE, PTOE
Principal

2021 Billing Rates

Title	Hourly Rate
Principal III	$210.00
Principal II	$200.00
Principal I	$190.00
Senior Transportation Engineer	$170.00
Transportation Engineer II	$155.00
Transportation Engineer I	$135.00
Senior Transportation Planner	$160.00
Transportation Planner II	$140.00
Transportation Planner I	$110.00
Project Coordinator	$80.00
Administrative	$80.00
Field Technician	$70.00

Mileage invoiced at $0.56 / mile

Direct Expenses Billed at Cost (0% Markup)

Rev. 1/4/21

37th Street and 65th Avenue Intersection Project
City of Evans

Effort to Conduct Tasks needed to accomplish Scope of Work	RockSol Consulting Group						Subtotal Hours	Subtotal Fee
	Senior Project Manager (hours)	Senior Project Engineer (Helen)	Civil Engineer, PE (Rudy)	Engineer-In-Training I (Sarah)	Engineer-In-Training II (Jess)	Senior Design Technician (Hayden Pugh)		
Billing Rate	**$ 187.50**	**$ 187.50**	**$ 125.20**	**$ 103.50**	**$ 111.30**	**$ 71.40**		
Roadway Design & Development								
Conceptual Roadway Design	2	8	2	40	5		57	$ 6,821.90
Preliminary Design (Field Information Review - FIR)								
Preliminary Intersection Design	2	8		40			50	$ 6,015.00
Roadway Geometry Plans	1	8		20	5		34	$ 4,314.00
Roadway Alignment	1	8		20	5		34	$ 4,314.00
Detail Sheets		2		10	5	20	37	$ 3,394.50
Signing and Striping Plans		2		20		20	42	$ 3,873.00
Drainage sheets		2			40		42	$ 4,827.00
Utility Coordination & Utility Sheets	2		40		5		47	$ 5,939.50
SOQ		2		30	5		37	$ 4,036.50
Prepare FIR planset	2	4		60	5	120	191	$ 16,459.50
Estimate of Construction Costs	4			40			44	$ 4,890.00
Sub Total	14	44	42	280	75	160	615	**$ 64,884.90**
Final Design (Final Office Review - FOR)								
Final Intersection Design	2	10		40	10	20	82	$ 8,931.00
Phasing plans	2	2		30			34	$ 3,855.00
Final Roadway alignment & profile		10		40			50	$ 6,015.00
Lighting	1	1		10			12	$ 1,410.00
Final signing and striping plans	1	1		20		20	42	$ 3,873.00
Utility Coordination	2		40		5	20	67	$ 7,367.50
Final drainage and grading sheets	1	2		40	50	20	113	$ 11,695.50
Prepare Project Specifications	15			25			40	$ 5,400.00
Construction Details		1		20	5	40	66	$ 5,670.00
Estimate of Construction Costs				30			30	$ 3,105.00
Prepare Final Estimated Quantities and Construction Cost Estimates		2		40			42	$ 4,515.00
Address FIR comments		2		30		80	112	$ 9,192.00
Develop an Estimated Construction Schedule	2	2		20			24	$ 2,820.00
Submit the Final Design Plans and Specifications to the City				5			5	$ 517.50
Attend the Pre-bid Conference Meeting	1						1	$ 187.50
Sub Total	27	33	40	350	70	200	720	**$ 74,554.00**
Subtotal	41	77	82	630	145	360	1335	$ 139,438.90
Engineering Fee Sub-Total for Task defined above	**$ 7,687.50**	**$ 14,437.50**	**$ 10,266.40**	**$ 65,205.00**	**$ 16,138.50**	**$ 25,704.00**		**$ 139,438.90**

RockSol Labor Cost Subtotal: **1335** **$ 139,438.90**

RockSol Other Direct Costs: **$ -**

RockSol Total Fee: **$ 139,438.90**

WILSON &COMPANY
HIGHER RELATIONSHIPS
1675 Broadway, Suite 200
Denver, CO 80202
303 297 2976 p
303 297 2693 f
wilsonco.com

August 13, 2021

Tim Tuttle, PE
Rocksol Consulting Group
6865 Sherman Street
Loveland, CO 80538

Re: City of Evans – 37th Street and 47th Avenue Drainage Design – Add #1 – 65th Ave Intersection

Additional Scope and Fee for 65th Avenue and 37th Street Intersection Drainage Design

Wilson & Company is pleased to submit this additional scope and fee to provide Drainage Design services in addition to those already contracted. The scope of work below is assumed to complete final roadway drainage design for "ultimate" improvements to the 65th Avenue and 37th Street Intersection (likely a modern roundabout). The scope below assumes this intersection will be designed as a standalone CDOT Local Agency project for review and approval by the City of Evans and CDOT. This intersection is a sump with the east, west, and south legs draining to the intersection. The flows today are conveyed to Ashcroft Draw to the north through minor storm pipes and overland and roadway overtopping from south to north. It is assumed that a new storm pipe system will need to be installed from the intersection to Ashcroft Draw through private property.

Task 1: 65th Avenue and 37th Street Intersection Drainage Design and Report per CDOT Standards

a. Complete hydrologic calculations for existing and proposed stormwater within the proposed right of way as well as assessment of off-site flows from the south.
b. Complete final minor and major storm street capacity calculations within the ROW.
c. Complete final inlet and storm pipe sizing.
d. Complete final design of water quality facilities (likely inlet filters).
e. Assumptions
    i. 2016 Evans Drainage Criteria applies
    ii. Any easements for stormwater and water quality infrastructure will be documented and obtained by others.
    iii. Major channel drainage analysis provided by others (off site flows will continue to overtop the roadway and will be detained in the future by development).
    iv. Roadway design will be completed by Rocksol.
    v. Stormwater detention is not necessary.
    vi. Rocksol will provide all production drafting for the construction plan set and specifications.

The fee to complete this effort is estimated to be $48,000:

65th Ave. / 37th St. Drainage Design	Oberlander	Evans	Schneider	Lofton	Wilson & Company
	$ 220	$ 190	$ 150	$ 120	
Drainage Research for Intersection	4	4	16		$ 4,040
Conceptual Design Calculations / Storm Layout	4	8	24	8	$ 6,960
CDOT FIR Drainage Report / Preliminary Drainage Layout	8	8	64	16	$ 14,800
CDOT FOR Drainage Report / Final (CD) Storm Pipe Design	8	16	72	16	$ 17,520
Project Management and Coordination / QA-QC	16	4			$ 4,280
Wilson & Company Expenses Allowance					$ 400
	40	40	176	40	$ 48,000

Thank you for the opportunity to present this proposal, and we look forward to working with your team on this project.

Sincerely,

Scott Waterman, PE
Vice President

WESTERN STATES

Land Services, LLC

Acquisition and Relocation Specialists
505 North Denver Avenue
Loveland, Colorado 80537
(970) 667-7602 · Metro (303) 938-1414
Fax (970) 667-6580

August 5, 2021

RockSol Consulting Group, Inc.
Attn: Tim Tuttle
6865 Sherman Street
Loveland, CO 80538
Via email: tuttle@rocksol.com

RE: Intersection improvements 37th Street and 65th Avenue

Dear Mr. Tuttle;

Regarding the continued ROW support for the 37th Avenue Project ("Project") please accept this proposal as our desire to provide additional services necessary for the above referenced phase, specifically the intersection of 37th & 65th. It is our understanding there are 5 unique landowners from whom we will need to purchase right-of-way and or easements for the City of Evans (the "City").

PROJECT DESCRIPTION

It is our understanding that the City of Evans needs to acquire, right-of-way, permanent and temporary easements for the necessary improvements to the intersection of 37th and 65th, as part of the larger Widening of 37th Avenue through the City of Evans (the "Project"). RockSol has been asked to provide the City with a cost for survey and right-of-way for said improvements. The preliminary information provided to us indicates that the City may need to acquire right of way from approximately 5 separate landowners at the junction of 37th and 65th.

Based on the information we have been provided to date, there are federal funds associated with this project provided by the Colorado Department of Transportation (CDOT) and therefore the acquisition of the property interest will need to conform to the Federal Uniform Relocation Assistance and Real Property Acquisitions Polices Act of 1970 (as amended) ('Uniform Act"). This will include providing a formal Notice of Interest letter to the affected property owners.

Currently, we do not anticipation any relocations. Should CDOT decide relocation services are necessary this proposal will be amended to include those as required.

SCOPE OF SERVICES

In order to provide the necessary property interests to the City as outlined above, Western States will perform the following services:

A. Meetings and general coordination / research. Western States will meet with the appropriate City representatives and co-consultants as necessary in order to develop an acquisition plan specific to this

Project. We plan to meet with each landowner at least once over the course of our negotiations and help coordinate any necessary meetings between landowners and the City. Western States will prepare a spreadsheet to document and track the right of way acquisition progress throughout our involvement and provide periodic updates to the City. The ability to meet in person may change dependent on Colorado's response to any Covid-19 related concerns.

B. Preparation of Documentation: Western States will utilize pre-approved forms from the City to prepare the necessary notices, offers or final offers. All documents shall be reviewed and approved by the City before we use them. Upon Notice to Proceed provided by the City and RockSol as well as receipt of final right-of-way plans and legal descriptions, Western States will prepare a Notice of Interest Letter to the property owners pursuant to Federal Regulations and the Colorado Statutory process using the City's standard acquisition format. After sending the Notice to Proceed, we will then schedule on-site meetings with the property owners/representatives to discuss the project. Once the valuation of the new right of way and any ancillary damages has been completed and approved by the City, we will prepare a written Offer and present same to the property owners.

C. Valuation: We recommend that the City utilize their on-call appraiser to help establish an appropriate unit price for each of the properties and then share valuation data with Western States when it comes time to make offers to the landowners. The City will need to offer and pay for land owners to obtain their own appraisal. Western States can pass the cost of those independent appraisal through our office so the City does not have to enter vendor agreements with each appraiser, however as the cost of those appraisals is unknown, we would need to amend the proposal at such time as the appraisals invoices are submitted to us. Assuming the project receives CDOT LPA funding, the City will need to have an independent appraisal review conducted for their 5 appraisals in order to obtain ROW Clearance. Western States can subcontract the review appraisals and has provided a cost below. If the City would prefer to contract directly with a review appraiser, that cost can be removed from this proposal.

D. Negotiations: Once the Notices/Offers have been issued, Western States will attempt to meet with each property owner and/or their representatives in an effort to establish "good faith" negotiations and resolve the acquisition by voluntary settlement. Typically, federal and CDOT policies require that the negotiations remain open for at least 30-days in order to allow a reasonable opportunity for the property owner to consider and negotiate the City's Offer. During these negotiations, we will maintain current communication with the City regarding the status of the negotiations and any issues that may arise. At the conclusion of the 30-day negotiation period, in the event the right of way remains to be acquired, we will review with the City the status of the negotiations and the potential to obtain same through continued voluntary negotiations. A Final Offer may be issued at this time. If we believe that the negotiations are reaching a point of impasse with any particular property owner, we will review the specific circumstances with the City and request guidance as to whether or not the City wishes to pursue the acquisition of the right of way through condemnation or consider alternatives. When appropriate, we can request that a property owner consider an interim Possession Agreement that will provide the City with the rights to occupy the area necessary for the project construction while negotiations continue.

E. Closings: Upon obtaining executed Agreements, the documentation will be forwarded for final review and approval by the City. Executed IRS W-9 forms will accompany signed Agreements from the property owners in order to facilitate payment requests. Upon acceptance of executed Agreements with property owners by the City we can act as the City's Agent for final closings or; if the City prefers to obtain title insurance, the title company used for the title reports will conduct the closings.

F. Condemnation: If it is determined that the City must seek acquisition of any of the right-of-way through condemnation, Western States will be available to provide support to the City's legal counsel and testimony in District Court relative to our negotiations, to provide for immediate possession of necessary property interests.

SERVICES TO BE PROVIDED BY CITY/ROCKSOL

It is our understanding that the City or other consultants will provide the following services:

A. Engineering and design information, including necessary plans.
B. Surveys and legal descriptions including individual descriptions and exhibits for each parcel to be acquired
C. Title reports and Permission to Enter forms with landowner contact information
D. Appraisal or other comparable valuation product.
E. Field staking as necessary of the areas to be acquired for review with the property owner / representative.
F. Legal assistance and advice relating to matters that may be raised during the negotiations, including contracts, contractual terms and the like.

Right-of Way Easement Acquisitions
Western States Acquisition Costs

Project Manager	10 hours x $110 per hour	$	1,100.00
Acquisition Agent II	200 hours x $100 per hour	$	20,000.00
Clerical	20 hours x $75 per hour	$	1,500.00
	Sub Total	$	22,600.00
Appraisal Reviews	5 @ $3,500.00	$	17,500.00
Expenses: mileage, copies, facsimiles, postage, telecom		$	2,000.00
	Total	$	22,500.00
GRAND TOTAL			**$ 42,100.00**

The above estimates are for right of way acquisition services through voluntary negotiations or Possession and Use Agreements. In the event condemnation proceedings are necessary or negotiations are prolonged due to unforeseen difficulties or additional requests, then the costs for Western States and its subcontractors associated with those additional efforts may require an amendment to this Cost Proposal. On the other hand, if we complete our work and settlements prior to reaching the cost estimated herein, you would be liable for paying only the actual time and expense incurred from Western States Acquisition Costs for actual services made during the Project and not the entire quoted price.

Thank you and should you have any questions regarding this proposal, please contact me at your earliest convenience.

Sincerely,
WESTERN STATES LAND SERVICES, LLC

Courtney Wallace
Land Acquisitions Agent

Evans 37th Street and 65th Intersection Improvements

Fee Proposal - BHA Design, Inc.
8/20/2021

Task Description	Name	Extension	Name	Extension	Name	Extension		Extension	Task Hours	Task Amount	
Name	Principal		PM		Designer		Aqua Eng				
Rate	$160.00		$125.00		$95.00						
Preliminary Design (FIR 30% Complete)											$6,120.00
Obtain updated Digital Roadway Base Map prepared by Civil		$0.00	1	$125.00		$0.00		$0.00	1	$125.00	
Preliminary Landscape Plan (plants not labeled)	2	$320.00	2	$250.00	20	$1,900.00		$0.00	24	$2,470.00	
Planting details		$0.00	1	$125.00	2	$190.00		$0.00	3	$315.00	
Irrigation Plan (POC, mainline and valve layout, water calcs)		$0.00		$0.00		$0.00		$2,500.00	0	$2,500.00	
Update opinion of cost based on Preliminary Plans	0.5	$80.00	2	$250.00	4	$380.00		$0.00	6.5	$710.00	
Final Design (FOR)											$12,745.00
Demolition Plan - coordination with civil, plan by civil		$0.00	2	$250.00	1	$95.00		$0.00	3	$345.00	
Landscape Construction Details		$0.00		$0.00	3	$285.00		$0.00	3	$285.00	
Landscape Plan	1	$160.00	6	$750.00	32	$3,040.00		$0.00	39	$3,950.00	
Irrigaiton Plan and Details		$0.00		$0.00		$0.00		$4,000.00	0	$4,000.00	
Review and redline civil's grading plan		$0.00	2	$250.00		$0.00		$0.00	2	$250.00	
Estimate of Quantities (on a single sheet, not every sheet)		$0.00	1	$125.00	6	$570.00		$0.00	7	$695.00	
Update opinion of cost based on CD's		$0.00	2	$250.00	2	$190.00		$0.00	4	$440.00	
Project specifications (CDOT Format)	6	$960.00		$0.00		$0.00		$0.00	6	$960.00	
Project specifications for irrigation improvements (CDOT Format)		$0.00		$0.00		$0.00		$400.00	0	$400.00	
Qaulity Assurance Reviews	2	$320.00	1	$125.00	1	$95.00		$0.00	4	$540.00	
Format and Plot CD submittlas (FOR and Bid Documents)		$0.00	4	$500.00	4	$380.00		$0.00	8	$880.00	
Meetings and Coordination											$9,595.00
Attend Kick-Off Meeting at City of Evans	4	$640.00	4	$500.00		$0.00		$0.00	8	$1,140.00	
Irrigation meeting with the City Maintenance Staff		$0.00		$0.00		$0.00		$450.00	0	$450.00	
Virtual Meetings with Engineer (4 total)	6	$960.00	6	$750.00		$0.00		$0.00	12	$1,710.00	
Progress Meeting with City, CDOT and Engineer (2 total)	2.5	$400.00	5	$625.00		$0.00		$0.00	7.5	$1,025.00	
FIR Meeting		$0.00	8	$1,000.00		$0.00		$0.00	8	$1,000.00	
FOR Meeting		$0.00	8	$1,000.00		$0.00		$0.00	8	$1,000.00	
Prepare for and attend one Public Open House (BHA PM will attend)		$0.00	8	$1,000.00	6	$570.00		$0.00	14	$1,570.00	
Coordination outside of meetings (email, phone, PM)	2	$320.00	8	$1,000.00	4	$380.00		$0.00	14	$1,700.00	
Presentation Graphics											$2,020.00
Color rendered site/landscape plan		$0.00	2	$250.00	8	$760.00		$0.00	10	$1,010.00	
Color rendered intersection/roundabout enlargement		$0.00	2	$250.00	8	$760.00		$0.00	10	$1,010.00	
Contingency Item - Mitigation Plans for 2 Private Parcels on North Side											$5,000.00 Contingency - not Icluded in initial contract
Prepare Mitigation Plans (allowance, scope TBD)		$0.00		$0.00		$0.00		$0.00	0	$5,000.00	allownance
Total Hours	26		75		101		0		202		
Total Amount		$4,160.00		$9,375.00		$9,595.00		$7,350.00		$35,480.00	
									Reimbursable Expenses	$500.00	(expenses $250 BHA, $250 Aqua)
									Total Fee	$35,980.00	

Assumptions and Exclusions

1 This scope includes landscape design services for the new medians and landscape areas within the public right of way.
2 Irrigation design services will be provided for the new medians, tree lawns and roundabout island. Design services related to private irrigation systems are not included.
3 The landscape design will mimick the 47th Avenue streetscape (31st to Tuscany). If a different landscape concept is desired, additonal conceptual design fees will be required.
4 Wetland Mitigation Plans are not included in the scope.
5 Hardscape improvements (i.e. sidewalks, ramps, curb/gutter, roadway, cross-walks, median splashblocks, signage, etc.) will be designed by others
6 Design services associated with unknown special features are not included (i.e. signs, water features, art installations, etc.)
7 Grading and drainage plans will be prepared by others
8 BHA will provide PDF copies of graphics and other documents prepared as part of this scope. Reproduction is not included
9 Tree Mitigation Plans are not included in the scope
10 Design services associated with bridges are not included in the scope
11 Electrical/lighting design is not included.
12 Meeting minutes and agendas will be prepared by others
13 Construction administration services are not included
14 Bidding Assistance is not included
15 The scope for the Private Property Migitation plans was not clearly defined at the time of the proposal. An allowance/contigency is included in the fees, however fees will be negotiated when the mitigation requirements are better defined.
16 The approximate project limits are outlined below in red. Landscape and irrigation improvements will be limited to areas within the public right-of-way.

Task	Task Total	BHA	Aqua	
Prelim Design	$6,120.00	$3,620.00	$2,500	
Final Design	$12,745.00	$8,345.00	$4,400	
Meetings/Coord	$9,595.00	$9,145.00	$450	
Graphics	$2,020.00	$2,020.00	$0	
Mitigation Plans	$5,000.00	TBD	TBD	Contingency - not Icluded in initial contract
Expenses	$500.00	$250.00	$250	
Grand Total	**$35,480.00**	**$23,380.00**	**$7,600.00**	



CHANGE ORDER

CHANGE ORDER NO. Two (2)
DATE: 05/18/2022

PROJECT: **37th Street Widening Project**

TO (CONTRACTOR): RockSol Consulting Group, Inc.

JUSTIFICATION: Increase contract to include additional Engineering, Surveying, Environmental, Landscape Design and ROW Acquisition services to extend the project through the intersection of 65th Avenue including work north and south of 37th Street in 65th Avenue. The agreed upon scope and fee for the additional work is outlined in the Revised Scope and Fee Letter from RockSol dated May 03, 2022 and attached here for reference.

You are directed to make the following changes/additions in the work. All other terms and conditions of the contract not expressly modified hereby shall remain in full force and effect.

BID DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
Additional Survey	1	LS	$38,656.00	$ 38,656.00
Additional Engineering	1	LS	$264,479.30	$264,479.30
Additional Environmental Services	1	LS	$20,314.50	$20,314.50
Additional Landscape Design	1	LS	$35,980.00	$35,980.00
Additional ROW Acquisition Services	1	LS	42,100.00	$42,100.00
		TOTAL CHANGE ORDER		**$401,529.80**

The original contract sum was	$ 1,357,511.00
Net change by previous change orders	$ 489,700.00
The contract sum prior to this Change Order was	$ 1,847,211.00
The contract sum will be **increased** by this Change Order	$ 401,529.80
The contract sum including this Change Order will be	$ 2,248,741.80

The new contract time will be **increased** by (6) months.

The date of completion as of the date of this Change Order is therefore **July 31, 2023.**

ACCEPTED BY:

RockSol Consulting Group, Inc.
Contractor

6865 Sherman Street Loveland, CO 80538
Address

By Saeid Saeb Digitally signed by Saeid Saeb Date: 2022.06.30 12:57:03 -06'00'

Date _____

ORDERED BY:

The City of Evans
1100 37th Street
Evans, CO 80620

By _____

Date _____

CITY COUNCIL
AGENDA REPORT

DATE: July 5, 2022

SUBJECT: Consideration of On-Call Hydraulic Modeling Services Contract

PRESENTED BY: Randy Ready, Interim City Manager

Mark Oberschmidt, P.E., City Engineer

ITEM DESCRIPTION:

Evans worked with the engineering consulting firm AE2S in 2021 to evaluate the water infrastructure in Evans and to evaluate options for treated water supply south of the river. In doing so, AE2S developed a water model that can now be used as we plan for waterline replacements and new water service for future developments. The water model helps to ensure appropriate water line sizing and water pressure to service future homes and businesses in Evans. AE2S has detailed knowledge of Evans' water infrastructure and has already provided staff with valuable information to optimize flow and pressures throughout the system as it develops. Further consultation, calibration and use of the model is now necessary as the City moves forward with additional development and potential annexations.

FINANCIAL SUMMARY:

In 2022, the City has budgeted $75,000 for on-call water modeling services.

RECOMMENDATION:

Staff recommends approval of the Master Service Agreement with AE2S to provide on-call water modeling services as outlined in the attached contract in a not-to-exceed amount of $75,000 for 2022.

SUGGESTED MOTIONS:

"I move to award the Master Services Agreement for On-Call Professional Water Modelling Services to AE2S in the not to exceed amount of $75,000 for 2022 and authorize the Mayor to sign the Master Services Agreement"

"I move to not award the Master Services Agreement for On-Call Professional Water Modelling Services to AE2S."

ATTACHMENTS:

- Master Service agreement including Scope and AE2S billing rates

City of Evans, Colorado
MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into this 5th day of July, 2022, by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and Advanced Engineering and Environmental Services, LLC. (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services over multiple years for the completion of **On Call Hydraulic Modeling Services** on a variety of City projects hereinafter referred to as "Project").

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the City professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A for On Call Hydraulic Modeling Services Scope**, which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The City acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the services. Any reuse of the Consultant's documents is at the City's own risk without liability to the consultant.

IV. COMPENSATION

A. The Consultant/ Contractor shall bill for services bases on the fee schedule shown in the attached proposal. Invoices will be itemized and include hourly breakdowns for all personnel and other charges. The maximum fee shall include all fees and expenses incurred by the Consultant for the performance of each project and as negotiated and agreed to by the City and the Consultant in writing.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1 Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement. No payment shall be due on the portion of any invoice for which the City has requested clarification unless and until 30 days after clarification satisfactory to the City has been provided by Consultant.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the timely receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables, as provided in **Exhibit A**.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for all costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

A. "VENDOR shall indemnify and save harmless CITY, from and against all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of VENDOR, its agents, subcontractors and suppliers in the performance of services under this Contract. Such duty to indemnify and save harmless CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to VENDOR. If VENDOR is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the VENDOR, or VENDOR'S agents, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual Contract between VENDOR and CITY. VENDOR'S indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by CITY'S own negligence."

B. INDEMNIFICATION – COSTS: Consultant agrees, to the extent provided in Paragraph A., above, to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant also agrees, to the extent provided in Paragraph A. above, to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars ($500,000) each claim, Five Hundred Thousand Dollars ($500,000) disease - policy limit, and Five Hundred Thousand Dollars ($500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000)

general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of One Million Dollars ($1,000,000) each claim and Two Million Dollars ($2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.

4. The policy required by Paragraph 2, above shall be endorsed to include the City and the City's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the City, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 2, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

   City of Evans
   1100 37th Street
   Evans, Colorado 80620-2036
   Attn: Safety and Risk Management

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently Three Hundred Fifty Thousand Dollars ($350,000) per person and Nine Hundred Ninety Thousand Dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers or its employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. CONDITIONAL CONTRACT EXTENSION

The City and Consultant may extend the relationship arising under this agreement by a future written agreement that is approved by City Council, subject to annual appropriation, and subject to agreed-upon unit pricing. Such extensions, if any, shall not exceed a period of Five (5) consecutive years. The Consultant does not have a contractual right to an extension and the City expressly reserves all rights to cancel its relationship with Consultant.

XIII. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, the Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If, however, the City has substantially or materially breached the standards and terms of this Agreement, the Contractor shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIV. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XV. VENUE

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

XVI. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

B. **Disclosure: Consultant is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity, and Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.**

XVII. NO WAIVER

Delays by the City in enforcement of this Agreement or the waiver by the City of any one or more defaults or breaches of this Agreement by the Consultant shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement and the attached **Exhibits A-B** are the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XIX. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The City: City of Evans
Attn: City Manager
1100 37th Street
Evans, Colorado 80620-2036

Consultant: Advanced Engineering and Environmental Services, LLC
9635 Maroon Circle, Suite 210
Englewood, CO 80112

XX. EFFECTIVE DATE AND EXECUTION

This Agreement shall become effective following execution by both Consultant and City. This Agreement may be executed in counterparts, including by facsimile or electronically, each of which shall be considered an original, but all of which together shall constitute one instrument.

XXI. SPECIAL PROVISIONS

The "Special Provisions" attached hereto as **Exhibit C** and incorporated by this reference are made a part of this Agreement. For purposes of the Special Provisions, the Consultant shall be referred to as the "Contractor."

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

CITY OF EVANS, COLORADO

By:_____
Mark C. Clark, Mayor

ATTEST:

_____
Julie Kamka, City Clerk

APPROVED AS TO FORM:

_____
Scott Krob, City Attorney

APPROVED AS TO CONTENT:

_____
Randy L. Ready, Interim City Manager

CONSULTANT

By: _____
Brian Gaddie
Title: Operations Manager

ATTEST:

By: _____
Title: _____

Exhibit A

Scope of Services
On Call Hydraulic Water Modeling Services

While this exhibit doesn't commit an actual scope of work to be completed upon execution of this agreement, the following services are an example of the type of services expected to be performed under this agreement. The scope of these services will be defined on an assignment basis with the City staff.

A. Hydraulic Water Modeling services to support operational decisions, system planning, and conceptual design of capital projects including the following deliverables:
    1. Maps and documentation
    2. Technical memoranda

B. Hydraulic Water Modeling sessions with City and AE2S staff to use the model for staff training including the following deliverables:
    1. Individual working sessions as requested by the City
    2. System maps and information as defined by the working session
    3. Distribute a summary of results from each working session

C. Related consulting services not explicitly described herein but described in specific work orders developed by the City in conjunction with AE2S, as requested by the City.

Exhibit B
Fee Schedule

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC
2022 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	$61.00
Administrative 2	$74.00
Administrative 3	$89.00
Communications Specialist 1	$98.00
Communications Specialist 2	$113.00
Communications Specialist 3	$131.00
Communications Specialist 4	$158.00
Communications Specialist 5	$173.00
Construction Services 1	$118.00
Construction Services 2	$145.00
Construction Services 3	$160.00
Construction Services 4	$180.00
Construction Services 5	$198.00
Engineering Assistant 1	$77.00
Engineering Assistant 2	$92.00
Engineering Assistant 3	$116.00
Engineer 1	$125.00
Engineer 2	$148.00
Engineer 3	$177.00
Engineer 4	$203.00
Engineer 5	$215.00
Engineering Technician 1	$75.00
Engineering Technician 2	$96.00
Engineering Technician 3	$117.00
Engineering Technician 4	$131.00
Engineering Technician 5	$149.00
Financial Analyst 1	$104.00
Financial Analyst 2	$118.00
Financial Analyst 3	$142.00
Financial Analyst 4	$155.00
Financial Analyst 5	$172.00
GIS Specialist 1	$98.00
GIS Specialist 2	$118.00
GIS Specialist 3	$139.00
GIS Specialist 4	$155.00
GIS Specialist 5	$173.00
I&C Assistant	$98.00
I&C 1	$138.00
I&C 2	$160.00
I&C 3	$183.00
I&C 4	$194.00
I&C 5	$203.00
IT 1	$117.00
IT 2	$159.00
IT 3	$190.00
Land Surveyor Assistant	$90.00
Land Surveyor 1	$108.00
Land Surveyor 2	$129.00
Land Surveyor 3	$145.00
Land Surveyor 4	$160.00
Land Surveyor 5	$177.00
Operations Specialist 1	$93.00
Operations Specialist 2	$113.00
Operations Specialist 3	$140.00
Operations Specialist 4	$158.00
Operations Specialist 5	$184.00
Project Coordinator 1	$109.00
Project Coordinator 2	$121.00
Project Coordinator 3	$132.00
Project Coordinator 4	$148.00
Project Coordinator 5	$167.00
Project Manager 1	$188.00
Project Manager 2	$206.00
Project Manager 3	$223.00
Sr. Designer 1	$165.00
Sr. Designer 2	$183.00
Sr. Designer 3	$194.00
Sr. Financial Analyst 1	$194.00
Sr. Financial Analyst 2	$212.00
Sr. Financial Analyst 3	$231.00
Sr. Project Manager 1	$235.00
Sr. Project Manager 2	$254.00
Sr. Project Manager 3	$265.00
Technical Expert 1	$320.00
Technical Expert 2	Negotiable

Exhibit B
Fee Schedule

Reimbursable Expense Rates

Transportation	$0.65/mile
Survey Vehicle	$0.85/mile
Laser Printouts/Photocopies	$0.30/copy
Plotter Printouts	$1.00/s.f.
UAS - Photo/Video Grade	$100.00/day
UAS – Survey	$50.00/day
Total Station – Robotic	$35.00/hour
Mapping GPS	$25.00/hour
Fast Static/RTK GPS	$50.00/hour
All-Terrain Vehicle/Boat	$100.00/day
Cellular Modem	$75.00/month
Web Hosting	$26.00/month
Legal Services Reimbursement	$250.00/hour
Outside Services	cost *1.15
Geotechnical Services	cost *1.30
Out of Pocket Expenses	cost*1.15
Rental Car	cost*1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

Exhibit C

Special Provisions Required by §§ 8-17.5-101 et seq., C.R.S.

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens. §

B. Prohibited Acts. Contractor shall not:

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

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

C. Verification.

1. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

CITY COUNCIL
AGENDA REPORT

DATE: July 5, 2022

SUBJECT: Consideration of Contract with the Artaic Group for the Evans Police Station Owner's Representative and Project Management Services

PRESENTED BY: Randy Ready, Interim City Manager

Brian Stone, Senior Projects Manager

ITEM DESCRIPTION:

The design and construction of the Evans Police Station is a significant project that will take place over the next couple of years. Following the site selection for the station, engaging an Owner's Representative/Project Manager will be the next step in the process. The Owner's Representative/Project Manager will serve the City in a variety of ways; however, the primary responsibility will be the creation of a high-quality police station that meets the department's current and future needs, is finished on time, and within budget. The Owner's Representative/Project Manager is expected to act on the City's behalf through the design, construction and warranty period of the police station. The scope of service will include:

- Assist the City staff with selecting the appropriate contractors through a *Request for Qualifications and Proposal* process.
    - Contractors for design and engineering
    - Construction Manager/General Contractor
- Design development
- Construction documents
- Bidding process
- Community involvement
- Construction process
- Closeout of project
- Warranty period

The City advertised via a Request for Proposals for Owner's Representative/Project Manager services on April 20, 2022, on the Rocky Mountain E-Purchasing system and on the City of Evans website. Six proposals were received. The selection team utilized a scoring matrix which evaluated the proposals based on adherence to the RFP, the firm's related experience, cost control strategies (how the firm provides in-depth cost evaluation of proposals, fees, and budgets), staff capacity for the project, and price.

FINANCIAL SUMMARY:

The 2022 budget includes $2 million for expenses related to the new police station. City Council has also committed an additional $3.3 million in the General Fund to put toward the project, for a

total currently available for the police station project of $5.3 million. A portion of this budget was identified to fund the Owner's Representative/Project Manager services. These remaining funds will be used for land acquisition, preliminary site survey and plat, and potential contribution to reduce the amount financed for the project.

The results of the proposals for the Owner's Representative/Project Manager services were as follows:

Consultant	Proposal Score	Hours Proposed	Fee
Artaic Group	276	2876	$368,340
NV5	260	2009	$264,971
Ditesco	256	3715	$508,458
Wember	217	2110	$249,781
CBRE	202	2023	$343,104
Mountain High Consulting	124	5584	$401,610

The two consultants that scored highest--the Artaic Group and NV5 Inc., were selected to move forward in the interview process with in-person proposal presentations. At the conclusion of the interviews, the selection committee unanimously recommended the Artaic Group as the consultant for the police station project and remodel.

Although the Artaic Group was not the lowest bidder, their extensive experience with similar projects moved them to the top of the scoring matrix. Their project team has recent experience with the construction of police facilities in Steamboat Springs, the Town of Erie, and the City of Aspen. Reference checks confirmed what the scoring matrix revealed: high marks for forward thinking and cost control strategies that did not jeopardize the design and function of the facility. All of the references that staff spoke with stated that the Artaic Group made the project run smoothly and would have no hesitation in working with them on future projects. In addition to their experience with police facilities, they have worked with the Town of Windsor on a remodel project of Town Hall. Artaic is based in Windsor, so availability to be on-site will not be an issue.

RECOMMENDATION:

The City of Evans staff has no prior experience working with the Artaic Group based out of Windsor. It is a relatively new firm that was formed in 2017 with experienced staff members from other owner's representation firms. The Artaic Group comes highly recommended by other cities that have performed similar projects with police facilities and remodeling of vacated spaces. The presentation demonstrated how they would be an extension of City staff and provide services with the City's best interests in mind. Staff recommends awarding the Owner's Representative/ Project Manager services contract to the Artaic Group in the amount of $368,340 with a ~10% contingency to cover any changes that are required due to unknown conditions and inflationary costs over the project timeline for a not to exceed amount of $ $405,174.

SUGGESTED MOTIONS:

"I move to award the Owner's Representative/Project Manager services contract to the Artaic Group in the amount of $368,340 with a ~10% contingency to be used only with City Manager approval for a not to exceed amount of $405,174."

"I move to deny award of the contract for the Owner's Representative/Project Manager services."

ATTACHMENTS:

- Artaic Group Contract
- Evans Police Station - Owner's Representative/Project Manager Project Scope

City of Evans, Colorado
SERVICE AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into this **5th day of July , 2022,** by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and **Artaic Group** (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services for the design/preparation of the **City of Evans-Police Station Owner's Representative/Project Management.** hereinafter referred to as "Project").

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the City professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The City acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the services. Any reuse of the Consultant's documents is at the City's own risk without liability to the consultant.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant on a time and materials basis in an amount not to exceed **Three Hundred Sixty-Eight Thousand Three Hundred Forty Dollars ($ 368,340.00)** Payment shall be made in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdowns for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement. No payment shall be due on the portion of any invoice for which the City has requested clarification unless and until 30 days after clarification satisfactory to the City has been provided by Consultant.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the timely receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables, as provided in **Exhibit A**.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for all costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

A. "VENDOR shall indemnify and save harmless CITY, from and against all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of VENDOR, its agents, subcontractors and suppliers in the performance of services under this Contract. Such duty to indemnify and save harmless CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to VENDOR. If VENDOR is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the VENDOR, or VENDOR'S agents,

subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual Contract between VENDOR and CITY. VENDOR'S indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by CITY'S own negligence."

B. INDEMNIFICATION – COSTS: Consultant agrees, to the extent provided in Paragraph A., above, to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant also agrees, to the extent provided in Paragraph A. above, to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars ($500,000) each claim, Five Hundred Thousand Dollars ($500,000) disease - policy limit, and Five Hundred Thousand Dollars ($500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of One Million Dollars ($1,000,000) each claim and Two Million Dollars ($2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.

4. The policy required by Paragraph 2, above shall be endorsed to include the City and the City's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the City, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 2, above shall contain any exclusion for

bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

   City of Evans
   1100 37th Street
   Evans, Colorado 80620-2036
   Attn: Safety and Risk Management

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently Three Hundred Fifty Thousand Dollars ($350,000) per person and Nine Hundred Ninety Thousand Dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers or its employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. CONDITIONAL CONTRACT EXTENSION

The City and Consultant may extend the relationship arising under this agreement by a future written agreement that is approved by City Council, subject to annual appropriation, and subject to agreed-upon unit pricing. Such extensions, if any, shall not exceed a period of Five (5) consecutive years. The Consultant does not have a contractual right to an extension and the City expressly reserves all rights to cancel its relationship with Consultant.

XIII. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of

this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, the Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If, however, the City has substantially or materially breached the standards and terms of this Agreement, the Contractor shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIV. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XV. VENUE

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

XVI. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

B. Disclosure: Consultant is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity, and Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.

XVII. NO WAIVER

Delays by the City in enforcement of this Agreement or the waiver by the City of any one or more defaults or breaches of this Agreement by the Consultant shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement and the attached **Exhibits A-B** are the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XIX. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States mail, addressed as follows:

The City: City of Evans
Attn: City Manager
1100 37th Street
Evans, Colorado 80620-2036

Consultant: **Artaic Group**
301 Main Street
Windsor, CO 80550

XX. EFFECTIVE DATE AND EXECUTION

This Agreement shall become effective following execution by both Consultant and City. This Agreement may be executed in counterparts, including by facsimile or electronically, each of which shall be considered an original, but all of which together shall constitute one instrument.

XXI. SPECIAL PROVISIONS

The "Special Provisions" attached hereto as **Exhibit C** and incorporated by this reference are made a part of this Agreement. For purposes of the Special Provisions, the Consultant shall be referred to as the "Contractor."

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

CITY OF EVANS, COLORADO

By:_____
Mark C. Clark, Mayor

ATTEST:

_____
Julie Kamka, City Clerk

APPROVED AS TO FORM:

_____
Scott Krob, City Attorney

APPROVED AS TO CONTENT:

_____
James L. Becklenberg, City Manager

CONSULTANT

By: _____
Title: Principal

ATTEST:

By: _____
Title: Project Director

EXHIBIT A – Request for Proposals Receipt Acknowledgement

Contractor hereby acknowledges receipt of the City of Evans Request for Proposals (RFP) and acknowledges that they have read and agree to be fully bound by all of the terms, conditions, and other provisions set forth in the RFP. Additionally, the Contractor hereby makes the following representations to the City of Evans:

a. All of the statements and representations made in this proposal are true to the best of my knowledge and belief.
b. I further agree that the method of award is acceptable to my company.
c. I also agree to complete the proposed Agreements with the City of Evans within thirty (30) days of notice of award.
d. If contract is not completed and signed within thirty (30) days, City reserves the right to cancel and award to the next highest rated firm.
e. I acknowledge receipt of 2 addenda.

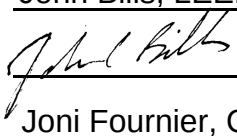
Firm Name:	Artaic Group
Physical Address:	301 Main Street, Windsor, CO 80550
Remit to Address:	301 Main Street, Windsor, CO 80550
Phone:	720.201.6373
Authorized Agent of Firm Name:	John Bills, LEED AP
Signature of Authorized Agent:	
Primary Contact for Project:	Joni Fournier, CCM, LEED AP
Title:	Senior Project Manager
Email Address:	Joni.Fournier@ArtaicGroup.com
Phone:	617.899.9422
Cell Phone:	617.899.9422

EXHIBIT B – Schedule of Charges

ARTAICGROUP

FEE & STAFFING PROPOSAL – EVANS POLICE STATION

PROCUREMENT/DESIGN/PERMITTING: JUNE 2022 - APRIL 2023

TEAM MEMBER	HOURS / MONTH	HOURLY RATE	FEE / MONTH	# MONTHS	TOTAL FEE	TOTAL HOURS
John Bills, Principal	9	$160	$1,440	11	$15,840	99
Joni Fournier, Senior PM	33	$140	$4,620	11	$50,820	363
John Usery, Project Manager	62	$120	$7,440	11	$81,840	682
Totals	**104**		**$13,500**		**$148,500**	**1,144**
Preconstruction Subtotal	**$148,500**					

NEW POLICE DEPARTMENT CONSTRUCTION & MOVE-IN: MAY 2023 - JUNE 2024

TEAM MEMBER	HOURS / MONTH	HOURLY RATE	FEE / MONTH	# MONTHS	TOTAL FEE	TOTAL HOURS
John Bills, Principal	4	$160	No Cost	14	No Cost	56
Joni Fournier, Senior PM	26	$140	$3,640	14	$50,960	364
John Usery, Project Manager	74	$120	$8,880	14	$124,320	1,036
Totals	**104**		**$12,520**		**$175,280**	**1,456**
Construction Subtotal	**$175,280**					

*Some overlap of Admin Renovation Design

ADMIN RENOVATION / CLOSE OUT: JULY 2024 - OCTOBER 2024

TEAM MEMBER	HOURS / MONTH	HOURLY RATE	FEE / MONTH	# MONTHS	TOTAL FEE	TOTAL HOURS
John Bills, Principal	4	$160	No Cost	4	No Cost	16
Joni Fournier, Senior PM	17	$140	$2,380	4	$9,520	68
John Usery, Project Manager	48	$120	$5,760	4	$23,040	192
Totals	**69**		**$8,140**		**$32,560**	**276**
Move-in / Close Out Subtotal	**$32,560**					

TOTAL OWNER'S REP FEES

PHASE	FEE	HOURS
Preconstruction	$148,500	1,144
New PD Construction	$175,280	1,456
Admin Renovation Construction	$32,560	276
Total Owner's Rep	**$356,340**	**2,876**
Reimbursables		**$12,000**
Total Fee Proposal	**$368,340**	

OWNER'S REPRESENTATIVE / PROJECT MANAGEMENT SERVICES
CITY OF EVANS NEW POLICE STATION

EXHIBIT C – Special Provisions

Special Provisions Required by §§ 8-17.5-101 et seq., C.R.S.

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens. §

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.
2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:
   i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
   ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

EXHIBIT B – Project Overall Scope

Scope of Services

Scope/Task

1. Review scope/ program and costs and understand the Owner's goals for the project. Note allowances, owner soft costs, escalation and any other specific line items as they relate to the entire project and budget.
2. Assist the Owner with selection of a delivery method most appropriate to the schedule and the outlined goals for the project.
3. Determine what consultants and services will be necessary to deliver the project in compliance with all applicable Federal/State/Local regulations, and oversee the permitting, procurement, contracting, monitoring, and management of all project consultants, design professionals, contractors and vendors and their associated scope on behalf of the Owner.
4. Supervise design and construction activities.
5. Assist the Owner with the selection of consultants/contractors through a qualifying and selection process as coordinated with Owner. Provide detailed analysis and advice to the Owner in the evaluation of proposals.
6. Assist with selection of consultants through a qualifying and selection process that are not part of the architect's consultant team but will have contracts with Owner, such as environmental, geotechnical, third party testing and inspections, FF&E, technology, etc.
7. Assist the Owner with the development and review of contracts with consultants and assist in the negotiation of fees and contracts with consultants. The Owner's attorney will review contracts; however, consultant will assist with understanding the sublease language signed by the Owner for financing and the coordination of all contracts and signed agreements.
8. Identify all State and Local agencies that will be utilized during the review process and oversee the submittal process. This will include coordination of all road improvements/ site development requirements with State and Local agencies.
9. Assist the Owner in procuring and managing environmental, geotechnical and other consultants in order to identify the project existing conditions in preparation for construction or demolition work.
10. Coordinate with the design team throughout the design phases and create progress reports to be delivered to the Owner as design proceeds.
11. Assist with the development of a Master Budget, to be tracked from start to completion of the project. Maintain accountability to the budget, assist the Owner with monitoring, identify cost savings and design options/products, maintain and review project costs to confirm that the project is designed within the budget and to avoid value engineering at the end of the design process. Serve as liaison with Owner in all budget matters.
12. Meet regularly with City project team.
13. Compile and update Master Schedule milestones for all design phases, design review, bidding activities, purchase of major equipment, lead times for fixtures and equipment, coordination of activities outside construction, and coordination of key points with Owner.
14. Establish Owner's Representative as the central point of contact for coordinating all project activities including process for approvals, maintenance of project records, responses to inquiries from consultants, suppliers and contractors, transfer of

information to decision makers, coordination of project information flow and progress reports to the Owner, and general public as required.

15. Assist the Owner with developing/ implementing and coordinating technology needs. Assist with the selection of consultants and vendors.

Assist with Schematic Design

1. Orchestrate initial reviews with the State and Local agencies with jurisdiction over the project and understand the process that must be followed for final approvals. Include in master schedule.
2. Initiate a project review process to review, at a minimum, design options for interior and exterior, high performance design, customer and staff safety, code compliance, with appropriate Owner committees/ personnel/ stake holders etc.
3. Assist with the outline of a capital reserve budget program that addresses the life cycle of equipment and systems of the project.
4. Review product selections and specifications for ease of maintenance/warranties/environmentally responsible products and solicit input from maintenance personnel to standardize equipment and construction materials. Verify that selected materials are consistent with the goals set forth for the project.
5. Maintain design team accountability to the design intent as described in the project scope.
6. Provide weekly status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.
7. Oversee the establishment of a schematic design estimate and take necessary action such that project is within budget prior to proceeding to Design Development.
8. Assist the Owner in their review and approval of schematic design.

Assist with Design Development

1. Assist the Owner in developing FF&E requirements including inventory of all existing FF&E. Assist the Owner with the selection of an FF&E vendor or if included in the design team's scope, review all decisions with the Owner.
2. Assist in continued development of the capital reserve budget accounts as system and equipment selection is refined and life cycles are more specific.
3. Initiate project review of drawings/specs and cost estimate with Owner for review prior to proceeding to Construction Documents.
4. Provide weekly status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.

Assist with Construction Documents

1. Provide weekly status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.
2. Orchestrate and assist the Owner in the review of construction documents/specifications and cost estimates for approval of construction documents.
3. Coordinate acceptance of the Construction Documents and finalize pricing.

Assist with the Bidding Process

1. Confirm that the permit process is completed prior to start of construction, that an early start permit has been obtained if necessary, and coordinate with agencies affected.
2. Coordinate and review any modifications to pricing with the Owner.

3. Review subcontractor bids and process and confirm that a competitive process has been followed in obtaining bids from subcontractors, assist in the review of bids and subcontractor selection, and take necessary action such that subcontractors are properly insured.
4. Be knowledgeable of insurance and bonding requirements. Ensure general contractor insurance certificates meet the requirements of the sublease. Once insurance and bonding certificates have been received and approved by the Owner's Representative, forward certificates to the Owner. As the general contractor's insurance is renewed, the Owner's Representative is to provide updates to the Owner until the general contractor no longer holds the project insurance.

Oversee Construction Process

1. Assist with the development of a safety plan for the construction site.
2. Take necessary action such that terms of the contract are enforced.
3. Assist with placement of construction trailers, fences, signage, staging areas, and construction traffic zones.
4. Coordinate moving and storage of equipment and furnishings as necessary.
5. Monitor safety compliance with all Federal/State/Local requirements (not limited to OSHA, EPA, and EEO) thru the General Contractor.
6. Attend Construction Meetings as established.
7. Review construction progress as provided in construction management programs and take necessary action such that weekly minutes are accurate (including but not limited to construction progress, cost concerns, schedule, and outstanding issues). Serve as distributor of progress reports.
8. Advise the Owner on issues including construction costs, schedule, coordination, and owner occupancy. Notify Owner if there is deviation from project progress.
9. Verify and document that inspections and testing reports take place as required. Review reports to take necessary action such that deficiencies are addressed.
10. Photograph construction progress. Provide observations regarding quality of workmanship, conformity to plans and specs. Address corrective measures to mitigate and correct non-conforming workmanship per the Contract Documents as identified by the Architect or Contractor. Notify the Owner of non-conforming work with the Contract Documents. Owner's Representative to coordinate with all consultants/ vendors responsible for the non-conforming work to implement a corrective solution.
11. Participate as part of the communications and distribution of construction directives including, but not limited to RFI, PCO, ASI actions.
12. Assist the Owner in the review of pending Change Orders and notify the Owner of such.
13. Resolve any disputes or claims prior to final approval or denial of a Change Order.
14. Review appropriateness of each pay application with the design team and take necessary action such that lien/claim releases are executed and included with all pay applications and all disputes or claims are resolved prior to approval of a pay application. Owner's Representative will submit fund requests to Owner. The Owner's Representative will be responsible for accuracy of the request and will coordinate with Owner any comments or questions.

15. Solicit and receive bids, coordinate delivery and installation for Owner purchased items which are contracted through the Owner including but not limited to FF&E.
16. Assist with coordinating environmental and abatement work with demolition and construction activities as it applies to the project.
17. Assist with scheduling and implementation of technology and security as it applies to the project.
18. Assist the Owner with any concerns and/or complaints by staff, community members, during construction.
19. Provide weekly status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.

Assist with the Close-Out of the Project

1. Coordinate the moving of new/old/stored furnishings and equipment into the completed facility.
2. Take necessary action such that there is a seamless handover to the Owner.
3. Schedule and assist the Owner in developing punch lists for the project completion and attend all walk-throughs.
4. Coordinate transfer of stock supplies of materials to the Owner as indicated in the specs or construction agreement.
5. Coordinate and attend the training of staff on all systems including but not limited to mechanical, lighting, new equipment, etc. Verify that the Owner has been adequately trained in systems.
6. Assist the Owner in the collection of all closeout documents and the acceptance of punch lists, Operational /Maintenance Manuals/Warranties, copies of construction drawings (including any as-builts or mark-ups by contractor during construction), specifications, shop drawings, construction directives, photos, and videos.
7. Provide description of final budget with record of expenditures.
8. Assist the Owner in acceptance and issuance of the final pay application and verify that the advertising for final payment has been completed.
9. Oversee that all Third Party inspections are complete and all violations are corrected to allow for the issuance of a final certificate of occupancy (CO). If inspections are not complete and a building requires immediate occupancy and appropriate inspections indicate there are not life safety issues and a temporary certificate of occupancy (TCO) is issued, that prior to 90 days of issuance all inspections are complete to obtain a CO or a renewal of the TCO.
10. Take necessary action such that proper inspections have been conducted, documented, and all permits are in place.

Assist the Owner During the Warranty Period

1. Assist the Owner with determining the warranty period. If an extended warranty is considered, assist the Owner with understanding the cost and value associated with extended warranties to evaluate if the Owner wants to consider for additional cost.
2. Schedule the 11-month warranty walk through with the design team if the warranty is minimum of 1 year.
3. Schedule the additional warranty walk throughs as required (e.g., 11 & 23 month walk through).

4. Assist the Owner with building issues/complaints and determine necessary steps to take to address these items. Address warranty items to confirm the requirements of the warranty are met.
5. Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information affected through the warranty period.

Coordinate Community Involvement

1. Promote that staff and community are engaged in the progress of the project, identify key milestones in the design and construction process, and cooperate and facilitate with the Owner's team, the creation of presentations for City Council and community members.
2. Consult with Owner's web site administrator to post presentations, schedules and important messages about the project.
3. Assist the Owner with evaluating recommendations made by the design professionals on how to implement HP design opportunities such as solar power on the building including rebates or assistance that may be available from outside sources.

Assist with Post Occupancy

1. Execute monitoring and building performance evaluations at the 11th and 23rd months if provided after completion. Assist the Owner with defining and soliciting extended services of the commissioning agent or others to monitor energy usage until just prior to expiration of the relevant warranties and to assist the Owner with operations as needed during the first 24 months.
2. Be available to assist with development/demonstration projects related to the building.

Limitations of Authority
****The Owner's Representative shall NOT****

1. Authorize deviations from the Contract Documents.
2. Approve substitute materials or equipment except as authorized in writing by the Architect and the Owner.
3. Personally conduct or participate in tests or third party inspections.
4. Expedite the work for the Contractor.
5. Assume any of the responsibilities of the Contractors or of Sub-contractors.
6. Have control over or charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.
7. Issue a Certificate for Payment or Certificate of Substantial Completion or sign on the Owner's behalf.
8. Prepare or certify the preparation of a record copy of the drawings, specifications, addenda, Change Orders and other modifications.
9. Reject work or require special inspection or testing except as authorized in writing by the Architect.
10. Accept, distribute or transmit submittals made by the Contractor that are not required by the Contract Documents. Enter into any agreements or commitments on the owners' behalf.
11. Order the Contractor to stop the work or any portion thereof, except for safety reasons that immediately affect the life and safety of any staff or person.

CITY COUNCIL
AGENDA REPORT

DATE: July 5, 2022

SUBJECT: Consideration of Global Settlement Agreement Among Water Parties in Connection with Windsor Change Application

PRESENTED BY: Scott Krob, City Attorney

ITEM DESCRIPTION:

The City's historic practice when it opposes a water court case is to have the public works director or city manager approve any settlement with the assistance of the City's water engineer and water attorney, without involving the City Council. However, the resolution of a pending water court case filed by the Town of Windsor may have broader ramifications. As a result, we are bringing this issue to City Council to ensure you are aware of it and that you approve of the proposed settlement.

There are several municipalities that, like Evans, have an interest in the Greeley-Loveland Irrigation Company (GLIC), which also typically includes interests in the Seven Lakes system and Lake Loveland. Those municipalities include Evans, Greeley, Windsor, Loveland, and Milliken. Several decades ago a ditch-wide study of the GLIC system was done by a water engineering company, W.W. Wheeler, that is typically referred to as simply the Wheeler Report. In a number of cases filed in the Division 1 water court municipalities owning GLIC shares, including Evans, have used the Wheeler Report as the starting point to change GLIC shares from irrigation use to municipal use. Each time a GLIC change case was filed by one of the municipalities, the other municipalities entered the case and fought over various aspects of the Wheeler Report as it related to the specific GLIC shares that were proposed to be changed. All of this involved substantial engineering and legal costs for each of the municipalities.

Evans' last change case involving GLIC shares was Case No. 08CW175-B, which was filed in 2008 and concluded in 2018. I have conferred with Evans' water engineer, Doug Seely, who confirmed that after the 08CW175-B case, Evans has only a handful of GLIC shares that have not been changed from irrigation to municipal use, and those remaining unchanged shares will probably remain in irrigation use as part of the City's non-potable water systems. While Evans could acquire additional GLIC shares in the course of permitting additional development within the City, Evans primary concern is to make sure that the other municipalities (particularly Loveland), do not try to re-open Evans' existing decrees to reduce the amount of water Evans will receive.

To minimize the costs involved in pursuing future GLIC change cases, the water attorneys for the municipalities, including our office on behalf of Evans, have drafted what we refer to as a global settlement agreement. The global settlement agreement seeks to address the primary shortcomings of the Wheeler report and agree on how the GLIC system will operate while it is transitioning from an irrigation to a municipal supply system. The agreement includes proposed volumetric limits on overall diversions through the GLIC system and return flow obligations associated with those

diversions. The hope is that it will reduce the costs of future GLIC change cases for both the applicant and the objectors. I am guardedly optimistic it will achieve that goal. The agreement also includes language that so long as Evans complies with the terms of the agreement, Loveland will not seek to trim back any of Evans' existing GLIC change decrees.

FINANCIAL SUMMARY:

To the extent there is any financial impact, it will likely reduce the costs and expenses of the City of Evans in participating in future water court applications involving proposed changes of GLIC shares from irrigation to municipal uses.

RECOMMENDATION:

Based on Doug Seely's conclusion that the proposed agreement will provide additional protection to Evans' existing changed GLIC shares and may reduce the costs of opposing future change cases initiated by other municipalities, staff's recommendation is that the Council approve and authorize the Mayor to sign the settlement agreement in substantially the form attached to this staff report.

SUGGESTED MOTIONS:

"I move that the Council authorize the Mayor to sign the Settlement Agreement in Conjunction with Resolution of Case No. 18CW3042 filed by the Town of Windsor in substantially the form attached."

"I move that the Mayor not be authorized to sign the Settlement Agreement in Conjunction with Resolution of Case No. 18CW3042 filed by the Town of Windsor."

ATTACHMENTS:

- Settlement Agreement

SETTLEMENT AGREEMENT
IN CONJUNCTION WITH RESOLUTION OF CASE NO. 18CW3042

This Settlement Agreement in Conjunction with Resolution of Case No. 18CW3042 ("Agreement") is made by and between the Greeley and Loveland Irrigation Company ("GLIC"); the City of Loveland ("Loveland"); the City of Greeley, acting by and through its Water and Sewer Board ("Greeley"); the Town of Windsor ("Windsor"); the City of Evans ("Evans"); and the Town of Milliken ("Milliken") (collectively, the "Parties").

Recitals

A. The Parties other than Milliken are parties to Windsor's pending Case No. 18CW3042 in the Water Court for Water Division 1 ("Water Court").

B. Among other claims, Windsor's Application in Case No. 18CW3042 includes a claim for a change of the water rights represented by certain shares in the GLIC and the Seven Lakes Reservoir Company ("Seven Lakes") and certain contract rights in an unincorporated entity, the Loveland and Greeley Reservoir ("Lake Loveland"). GLIC, Seven Lakes, and Lake Loveland are referred to collectively in this Agreement as the "Greeley-Loveland System;" and the interests in the Greeley-Loveland System that Windsor seeks to change in Case No. 18CW3042 are referred to as the "Windsor Shares."

C. By the decree entered on February 6, 1990, and amended on September 16, 2002, in Greeley's Case No. 87CW329 (as amended, the "87CW329 Decree"), the Water Court adjudicated Greeley's change of the water rights represented by certain shares and contract rights in the Greeley-Loveland System. A copy of the text of the 87CW329 Decree (not including exhibits) is attached as **Exhibit A**. In making its factual findings regarding the historical use of water diverted by the Greeley-Loveland System, the Water Court relied on a system-wide engineering analysis performed by W.W. Wheeler and Associates in support of Greeley's application ("Wheeler Report" or "Wheeler System-Wide Analysis"). A complete copy of the Wheeler Report is attached as **Exhibit B**. The historical period of use described in the Wheeler Report is from 1968-1985, excluding 1971, and is referred to in this Agreement as the "Wheeler Study Period." For purposes of this Agreement, the system-wide change methodology approved in the 87CW329 Decree means the suite of terms and conditions of the 87CW329 Decree that have been carried forward in subsequent changes of the Greeley-Loveland System Water Rights (see, e.g., Paragraph 19 of the 95CW42 Decree and Paragraph 6 of the 99CW235 Decree) as those terms are modified or supplemented by the Stipulated Volumetric Limit Methodology, the Dividend-Based Retained Jurisdiction Term, the 2022 Settlement Storage RFO Methodology, and the Direct-Flow RFO Methodology described below (hereinafter, the "87CW329 System-Wide Methodology").

D. For purposes of this Agreement, the term "Unallocated Shares" refers to those 36 rights in Lake Loveland and 20 shares in Seven Lakes owned by the Great Western Sugar Company during the Wheeler Study Period, and 20 rights in Lake Loveland owned by Louden Ditch Company during the Wheeler Study Period. The table attached as **Exhibit C** summarizes

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the characteristics, including certificate numbers from the Wheeler Study Period, of the Unallocated Shares, for which the associated water rights have not been changed as of the date of this Agreement. Excluding the Unallocated Shares, the total numbers of outstanding shares or contract rights, as applicable, within each company are as follows: 1,672 GLIC shares (direct flow), 1,648 GLIC-Boyd shares (storage), 244 Lake Loveland rights, and 380 Seven Lakes shares.

E. In the 87CW329 Decree, GLIC, Seven Lakes, and Lake Loveland are referred to collectively as the "Companies."

F. Paragraph 6 of the 87CW329 Decree defined the term "Subject Water Rights" to mean the "water rights which are within the Companies' system," comprising the Barnes Ditch water rights described in the decree's paragraph 6.A; the Larimer County Irrigation and Manufacturing Ditch, a/k/a Chubbuck Ditch or the Chubbuck Ditch water rights described in the decree's paragraph 6.B; the Loveland and Greeley Canal's water right described in the decree's paragraph 6.C; the Seven Lakes Reservoir System water rights described in the decree's paragraph 6.D; the Boyd Lake water rights described in the decree's paragraph 6.E; and the Loveland and Greeley Reservoir (Lake Loveland) water rights described in the decree's paragraph 6.F. Footnote 5 of the 87CW329 Decree narrowed the definition of the term "Subject Water Rights" as follows: "As noted above and in Paragraph 14 below, all references to the 'Subject Water Rights' in this paragraph and elsewhere in this Decree do not include the 'Barnes Ditch contractual rights' and the 'Chubbuck Ditch contractual rights,' as described in Paragraph 14, and all diversions, deliveries, return flows and depletions attributable to such contractual rights have been factored out and excluded from the figures listed above."

G. In this Agreement, the terms "Barnes Inches" and "Chubbuck Inches" mean, respectively, the "Barnes Ditch contractual rights" and the "Chubbuck Ditch contractual rights" as described in Footnote 5 and paragraph 14 of the 87CW329 Decree.

H. Recital G of the 2018 Stipulation described in Recital J below defined the term "GLIC's Inch Water" as the "incremental amount of additional water delivered to the shareholders under the Greeley-Loveland System as a result of the GLIC's ownership of Barnes Inches and/or Chubbuck Inches."

I. Paragraph 7 of the 87CW329 Decree provides as follows: "This decree authorizes the change of the shares and contract rights within the Companies which Applicant owned at the time of filing the Application, as described above (hereinafter referred to as the 'Transferred Water Rights')."

J. Paragraph 32 of the 87CW329 Decree provides that the volumetric limits imposed on Greeley's changed Transferred Water Rights apply to "diversions under the direct flow portion of the Subject Water Rights owned by Greeley and any diversions of or stemming from the Barnes and Chubbuck contractual rights by Greeley."

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K. In this Agreement, the term "Greeley-Loveland System Water Rights" means the water rights described in paragraphs 4.1, 4.2, 4.3, and 4.4 of the Application filed in Case No. 18CW3042, including their subparagraphs.

L. In paragraph 41, the 87CW329 Decree provided that "the Court should retain jurisdiction indefinitely . . . [t]o permit the change of water rights represented by additional shares or contract rights now owned or hereafter acquired by Greeley in the Subject Water Rights or any of the Companies, upon the terms and conditions of this decree. These rights may be changed only upon the filing of an application under the Court's retained jurisdiction in this case, identifying the water rights to be changed." Said paragraph 41 further provided that "[w]ith respect to future changes of additional shares or rights in the Subject Water Rights by Greeley pursuant to this decree, no party shall be foreclosed from challenging the findings and conclusions herein as they relate to such future changes or from asserting any position for proposed terms and conditions for the change of such additional shares or rights."

M. Paragraph 50 of the 87CW329 Decree provided that "[i]f Applicant seeks to change water rights represented by additional shares or contract rights now owned or hereafter acquired by Greeley in any of the Subject Water Rights, Applicant may do so upon the terms and conditions of this Decree, including but not limited to the protective terms and conditions contained in Findings of Fact Nos. 16, 18-19, 21-23, and 32-39. These rights may be changed upon the filing of an application under the Court's retained jurisdiction in this case, identifying the water rights which are to be changed. . . . With respect to future changes of additional shares or rights in the Subject Water Rights by Greeley pursuant to this decree, no party shall be foreclosed from challenging the findings and conclusions herein as they relate to such future changes or from asserting any position for proposed terms and conditions for the change of such additional shares or rights."

N. By the decree entered on December 21, 2001, in Case No. 95CW42 ("95CW42 Decree"), the Water Court adjudicated Greeley's change of the water rights represented by additional shares and contract rights in the Greeley-Loveland System. A copy of the text of the 95CW42 Decree (not including exhibits) is attached as **Exhibit D**.

O. Paragraph 17 of the 95CW42 Decree provided that "[n]otwithstanding the provisions of Paragraphs 41.A and 50 of the Decree in Case No. 87CW329, Applicant or any other owner of portions of the Subject Water Rights may rely on the findings made herein and, to the extent not revised by this Decree, in the Decree in Case No. 87CW329 regarding historic consumptive use, amount and location of use and dried-up historically irrigated acreage, terms and conditions necessary to prevent an expansion of the historical consumptive use of the Subject Water Rights, and related matters determined herein and therein in any future applications for change of the Subject Water Rights, which determinations shall be *res judicata* in the absence of a showing of subsequent events which were not addressed by this Court herein or therein and which are germane to the question of injury. Williams v. Midway Ranches Property Owners' Ass'n, Inc., 938 P.2d 515, 526 (Colo 1997); Farmers High Line Canal and Reservoir Co. v. City of Golden, 975 P2d 189, 200 (Colo 1999)."

Said paragraph 17 of the 95CW42 Decree is referred to in this Agreement as the "95CW42 Res Judicata Term."

P. Since entry of the 95CW42 Decree, decrees in the following cases have adjudicated changes of Greeley-Loveland System Water Rights in reliance on the Wheeler System-Wide Analysis and the terms and conditions of the 87CW329 Decree and the 95CW42 Decree: Case No. 99CW235 (Greeley); Case Nos. 96CW958, 03CW314, and 08CW175-B (Evans); and Case No. 97CW077 (Central Colorado Water Conservancy District).

Q. Through their stipulation dated May 7, 2018, in Case No. 08CW175-B ("2018 Stipulation"), GLIC, Loveland, Greeley, and Evans resolved certain but not all of their disputes pertaining to changes of Greeley-Loveland System Water Rights in reliance on the Wheeler System-Wide Analysis and the terms and conditions of the 87CW329 Decree and the 95CW42 Decree. In particular, paragraph 9 of the 2018 Stipulation provided that the four parties to that agreement "expressly acknowledge that this Stipulation did not and does not resolve all disagreements by, between, and among, Evans, Loveland, Greeley, and the GLIC concerning volumetric and/or season-of-use limits." That paragraph of the 2018 Stipulation further provided that "[i]t is specifically understood and agreed by Evans, Loveland, Greeley, and the GLIC that this Stipulation shall not give rise to any argument, claim, defense or theory of acquiescence, waiver, bar, merger, stare decisis, res judicata, estoppel, laches, or other form of preclusion, by or against any of the parties to this Stipulation in any other matter, case or dispute on any factual or legal issue concerning volumetric and/or season-of-use limits not expressly contained in paragraphs 1 through 3 and 5 through 7 of this [2018] Stipulation, above." A copy of the text of the 2018 Stipulation (not including exhibits) is attached as **Exhibit E**.

R. During the Parties' settlement negotiations in Case No. 18CW3042, disputes have arisen over the historical use of the Greeley-Loveland System Water Rights and interpretation of prior decrees, stipulations, and agreements, including without limitation disputes over application of the 95CW42 Res Judicata Term, including its reference to subsequent events that are germane to the question of injury. Those disputes over subsequent events that are germane to the question of injury, which are referred to collectively in this Agreement as a dispute over "changed circumstances" in the Greeley-Loveland System since entry of the 87CW329 Decree and the 95CW42 Decree, pertain particularly to the disputes over volumetric and/or season-of-use limits that were left unresolved by Evans, Loveland, Greeley, and GLIC in the 2018 Stipulation.

S. As described in Recital D of the 2018 Stipulation, the Greeley-Loveland System includes two main ditches, the Barnes Ditch and the Chubbuck Ditch (a/k/a Loveland and Greeley Canal). Certain of the water rights decreed to the Barnes Ditch and the Chubbuck Ditch are subject to contractual delivery entitlements (i.e., the "contractual rights" described in Recital F above) that have come to be known as the "Barnes Inches" and the "Chubbuck Inches."

T. Recitals D through J and Recital L of the 2018 Stipulation describe the history and the current status of the Barnes Inches and Chubbuck Inches, including Loveland's ownership

of such inches and Loveland's changes of the associated Barnes Ditch and Chubbuck Ditch water rights in Case Nos. 82CW202(A), 87CW178, 99CW290, 92CW112, 00CW108/03CW354, and 02CW392 (together, the "Loveland Inches"). By this reference, Recitals D through J and Recital L of the 2018 Stipulation are incorporated herein in their entirety.

U. GLIC and Loveland are parties to an agreement dated January 25, 2010 ("2010 GLIC-Loveland Agreement"), pertaining to the Loveland Inches and to the "Title Agreement" and the "Operating Agreement," both dated June 22, 1977, between Loveland and GLIC. Paragraph 6 of the 2010 GLIC-Loveland Agreement provides that Loveland "shall not apply for changes of any additional Barnes or Chubbuck Contract Inches beyond those that were the subject of the 202A Decree, the Inclusory Decrees, or were already included in Case No. 02CW392 and Case Nos. 00CW108/03CW354." A copy of the text of the 2010 GLIC-Loveland Agreement (not including exhibits) is attached as **Exhibit F**.

V. GLIC, Loveland, and Greeley are parties to the "Agreement Concerning Barnes and Chubbuck Contract Inches" dated March 5, 2003 ("2003 GLIC-Loveland-Greeley Agreement"). A copy of the 2003 GLIC-Loveland-Greeley Agreement is attached as **Exhibit G**.

W. In the corrected decree entered in Loveland's Case No. 02CW392 on January 11, 2011 ("02CW392 Decree"), the Water Court adjudicated Loveland's changes of water rights in the Big Thompson Ditch and Manufacturing Company's Ditch ("Big Thompson D&M Ditch"), the Buckingham Ditch (a/k/a George Rist Ditch), the Louden Ditch, and the South Side Ditch, as well as water rights represented by certain of the Loveland Inches based on Loveland's ditch-wide analyses for those ditches ("02CW392 Ditch-Wide Methodologies"). A copy of the text of the 02CW392 Decree (not including exhibits) is attached as **Exhibit H**.

X. Paragraph 12.3 of the 02CW392 Decree, entitled "Res Judicata," provides that "[t]he findings made herein regarding historic consumptive use, amount and location of use, dry-up, and related matters determined herein for shares being changed in the Big Thompson D&M Co., the Buckingham Ditch Co., the Louden Ditch Co., and the South Side Ditch Co. are based on ditch-wide analyses and pro rata entitlements. Loveland or any other owner of shares in the Big Thompson D&M Co., the Buckingham Ditch Co., the Louden Ditch Co., and the South Side Ditch Co. may rely upon the findings made herein regarding historic consumptive use, amount and location of use, dry-up, and related matters determined herein in any future applications for change of such shares, which determinations shall be res judicata in the absence of a showing of subsequent events that were not addressed by this Court herein and which are germane to the question of injury. *See In re Application for Water Rights of Midway Ranches Prop. Owners Ass 'n,* 938 P.2d 515, 526 (Colo. 1997). To prevent expanded use, future changes of shares in the Big Thompson D&M Co., the Buckingham Ditch Co., the Louden Ditch Co., and the South Side Ditch Co. should be based on ditch-wide analyses and pro rata entitlements that are consistent with the analyses and entitlements used in this case." Said paragraph 12.3 of

the 02CW392 Decree is referred to in this Agreement as the "02CW392 Res Judicata Term."

Y. The Parties wish to resolve their disputes regarding both Windsor's claimed change of use of the water rights represented by the Windsor Shares in Case No. 18CW3042 and future claimed changes of use of those Greeley-Loveland System Water Rights represented by those shares and contract rights described in Recital K above, including without limitation their disputes concerning volumetric and/or season-of-use limits and disputes concerning application of the 95CW42 Res Judicata Term in changes of Greeley-Loveland System Water Rights ("Wheeler Historical Use Issues"). Accordingly, this Agreement is intended to provide a final, global resolution to the Parties' past and ongoing disputes regarding the Wheeler Historical Use Issues and as part of that final, global resolution, to limit participation in future change cases filed in accordance with the "Future GLIC Change Methodology" as that term is defined in paragraph 7 below.

Z. The Parties further wish to resolve their anticipated disputes regarding Loveland's future claimed changes of use of water rights that are decreed to the Big Thompson Ditch & Manufacturing Company's Ditch, the Buckingham Ditch, the Louden Ditch, and the South Side Ditch and that are subject to the 02CW392 Ditch-Wide Methodologies ("Subject 02CW392 Ditch-Wide Methodologies"), including without limitation anticipated disputes concerning volumetric and/or season-of-use limits and anticipated disputes concerning application of the 02CW392 Res Judicata Term in such changes of water rights.

AA. As used in this Agreement, the term "GLIC Sector" refers to one of the nine sectors of historically irrigated land under the Greeley-Loveland System that were identified on pages 30-31 and Drawing 1046.2-1 (pages 96-97) of the Wheeler Report.

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

Agreement

1. The Recitals above are incorporated herein in their entirety and made a part of this Agreement. The Recitals above are provided for illustrative purposes only. The Parties are not adopting interpretations of the terms and conditions in the prior agreements or prior decrees described in the Recitals as part of this Agreement. The terms of the relevant decrees and agreements speak for themselves.

2. Nothing in this Agreement terminates, supersedes, or amends any existing agreement between any of the Parties, including without limitation the 2018 Stipulation, the 2010 GLIC-Loveland Agreement, and the 2003 GLIC-Loveland-Greeley Agreement; however, this Agreement does resolve the disputes expressly left open by paragraph 9 of the 2018 Stipulation.

3. By separate stipulations to be filed of record with the Water Court, GLIC, Greeley, Loveland, and Evans consent to entry of a decree in Case No. 18CW3042 consistent with

and no less restrictive on Windsor than the proposed Findings of Fact, Conclusions of Law, and Decree of the Water Court dated [[DATE]] and attached as **Exhibit I** ("Stipulated Decree"). The Stipulated Decree was the result of negotiated compromise and is not intended by the Parties to serve as precedent for future changes of shares and rights in the GLIC system. As defined in Paragraph 7 below, the Future GLIC Change Methodology is intended to control future changes of shares in the Companies and the Parties' involvement in such change cases, subject to the terms of this Agreement.

4. **Stipulated Volumetric Limit Methodology.** As part of the negotiation and compromise in Case No. 18CW3042, the Parties have agreed to a methodology for determining volumetric limits that will apply in future changes of Greeley-Loveland System Water Rights subject to the terms of this Agreement. That methodology is referred to in this Agreement as the "Stipulated Volumetric Limit Methodology" and includes the "GLIC-Wide Direct-Flow Diversion Limit" as defined in paragraph 4.1, "GLIC Direct-Flow Delivery Limit Methodology" as defined in paragraph 4.2, and "Greeley-Loveland System Storage Delivery Limit Methodology" as defined in paragraph 4.3.[1] For clarity, the GLIC-Wide Direct-Flow Diversion Limit is a limitation on GLIC's diversion of the direct-flow water rights described in **Exhibit J**. The GLIC Direct-Flow Delivery Limit Methodology and the Greeley-Loveland System Storage Delivery Limit Methodology concern limitations that apply to deliveries to shareholders that have changed their shares within the GLIC System. The Stipulated Volumetric Limit Methodology is also part of the "Future GLIC Change Methodology" as defined in paragraph 7 below, and will be applied in future changes of Greeley-Loveland System Water Rights represented by shares or rights except for Unallocated Shares.

4.1 **GLIC-Wide Direct-Flow Diversion Limit.** GLIC will limit GLIC-wide direct-flow diversions of the water rights described in attached **Exhibit J** to 21,477.8 acre-feet per year on a rolling 10-year average basis ("GLIC-Wide Direct-Flow Diversion Limit"), as further detailed below.

4.1.1 Subject to the terms of paragraph 4.1.2 below, diversions attributable to all Barnes Inches and Chubbuck Inches, including those owned by Loveland and by Loveland Ready-Mix Concrete ("Ready-Mix Concrete"), will be counted against the GLIC-Wide Direct-Flow Diversion Limit.

4.1.2 The GLIC-Wide Direct-Flow Diversion Limit is not a restriction on Loveland's or Ready-Mix Concrete's diversion of water attributable to their Barnes Inches and Chubbuck Inches ("Loveland's and Ready-Mix Concrete's Barnes and Chubbuck Diversions"). Loveland's and Ready-

[1] GLIC agrees to accept the GLIC-Wide Direct-Flow Diversion Limit and related terms described in paragraph 4.1. and shall account for the same as set forth in paragraphs 4.1.4 and 19 of this Agreement and in the GLIC-Loveland 2022 Agreement. Concerning the GLIC Direct-Flow Delivery Limit Methodology and the Greeley-Loveland System Storage Delivery Limit Methodology described in paragraphs 4.2 and 4.3, these are limitations imposed on shareholder deliveries, and GLIC takes no position on such limitations, but GLIC agrees that it will not contest the Stipulated Volumetric Limit Methodology and/or the Future GLIC Change Methodology in the Case No. 18CW3042 and in future Greeley-Loveland System Water Rights change cases brought pursuant to the Future GLIC Change Methodology.

Mix Concrete's Barnes and Chubbuck Diversions instead are and will be measured and accounted for under and limited by the terms and conditions of the decrees entered in Case Nos. 82CW202(A), 87CW178, 99CW290, 92CW112, 00CW108/03CW354, and 02CW392 (Loveland); and 00CW143 (Ready-Mix Concrete).

4.1.3 The sum of (i) direct-flow diversions attributable to the Greeley-Loveland System Water Rights and (ii) all diversions of Barnes Inches and Chubbuck Inches at any structures and locations decreed for diversion of Barnes Inches and Chubbuck Inches, including those owned by Loveland and Ready-Mixed Concrete, will count against the GLIC-Wide Direct-Flow Diversion Limit. Under no circumstance will the GLIC-Wide Direct-Flow Diversion Limit be used to curtail Loveland's and Ready-Mix Concrete's Barnes and Chubbuck Diversions.

4.1.4 For purposes of compliance with the GLIC-Wide Direct-Flow Diversion Limit and this paragraph 4.1, GLIC and Loveland have entered into a Supplemental Agreement Concerning the Operation and Administration of the GLIC Direct-Flow Diversion Limit ("GLIC-Loveland 2022 Agreement") to facilitate coordination between the parties related to data sharing and the operation and accounting of the GLIC-Wide Direct-Flow Limit, which agreement is attached as **Exhibit K**. Loveland will copy GLIC on data that Loveland sends to the Division of Water Resources ("DWR") regarding Loveland's diversions of its Barnes Inches and Chubbuck Inches; and GLIC will copy Loveland on the diversion data that GLIC sends to DWR.

4.2 **GLIC Direct-Flow Delivery Methodology**. The "GLIC Direct-Flow Delivery Methodology" is made up of the "Maximum Monthly Direct-Flow Delivery Limits" described in paragraph 4.2.1, below, the "Maximum Annual Direct-Flow Delivery Limit" described in Paragraph 4.2.2, below, and the "Season-of-Use Direct-Flow Delivery Limits" described in Paragraph 4.3.3, below.

4.2.1 The Maximum Monthly Direct-Flow Delivery Limits were determined as follows:

(1) The maximum monthly total direct-flow deliveries to GLIC Sectors III - IX from May to September, determined from monthly farm headgate deliveries from direct-flow deliveries tabulated in Appendix H to the Wheeler Report.

(2) Plus the calculated maximum monthly direct-flow delivery to Greeley.

The calculated maximum monthly direct-flow delivery to Greeley was calculated as the average monthly distributed direct-flow delivery to Greeley, multiplied by the monthly ratio of the maximum monthly total

direct-flow delivery to GLIC Sectors III - IX ((1) above) divided by the average monthly total direct-flow delivery to GLIC Sectors III - IX from May to September, determined from monthly direct-flow farm headgate deliveries tabulated in Appendix H to the Wheeler Report.

The average monthly distributed direct-flow delivery to Greeley is equal to the monthly average total direct-flow deliveries to GLIC Sectors III – IX from May to September, determined from monthly direct-flow farm headgate deliveries tabulated in Appendix H to the Wheeler Report, divided by the total average annual direct-flow delivery to GLIC Sectors III – IX, multiplied by the average annual direct-flow delivery to Greeley from Table 44 of the Wheeler Report.

(3) Minus the maximum monthly sector-based direct-flow delivery limit to Windsor from the Stipulated Decree in Case No. 18CW3042.

(4) All divided by 1,637.75 shares, which is equal to the total outstanding shares in GLIC (1,672, including contract rights, minus 34.25 shares, Windsor's shares in Case No. 18CW3042).

Resulting Maximum Monthly Direct-Flow Delivery Limits (AF/sh)

May: 1.96
June: 5.64
July: 7.87
Aug: 3.73
Sept: 0.69

4.2.2 The Annual Direct-Flow Delivery Limit was determined as follows:

(1) The maximum total annual direct-flow delivery to GLIC Sectors III – IX, determined from monthly direct-flow farm headgate deliveries tabulated in Appendix H to the Wheeler Report.

(2) Plus the calculated maximum annual direct-flow delivery to Greeley.

The calculated maximum annual direct-flow delivery to Greeley was calculated as the total average annual direct-flow delivery to the Loveland and Greeley Canal from Table 44 of the Wheeler Report, multiplied by the annual ratio of the maximum total direct-flow delivery to GLIC Sectors III - IX ((1) above), divided by the total average annual direct-flow delivery to GLIC Sectors III – IX, determined from monthly farm headgate deliveries from direct-flow diversions tabulated in Appendix H to the Wheeler Report.

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(3) Minus the maximum annual sector-based direct-flow delivery limit to Windsor from the Stipulated Decree in Case No. 18CW3042.

(4) All divided by 1,637.75 shares, which is equal to the total outstanding shares (1,672, including contract rights, minus 34.25 shares, Windsor's shares in Case No. 18CW3042).

The resulting Annual Direct-Flow Delivery Limit is **13.48 acre-feet ("AF")** per share.

4.2.3 The Season-of-Use Direct-Flow Delivery Limits are as follows:

Water Right	Date on	Date off
Loveland and Greeley Canal (as described in **Exhibit J**, par. 3)	May 26	September 12
Barnes Ditch and Little Barnes Ditch (as described in **Exhibit J**, par. 1)	May 30	September 4
Chubbuck Ditch (as described in **Exhibit J**, par. 2)	May 30	September 4

4.3 **Greeley-Loveland System Storage Delivery Limit Methodology**. The "Greeley-Loveland System Storage Delivery Limit Methodology" is made up of the "Rolling 10-Year Storage Delivery Limits" described in Paragraph 4.3.1 below and the "Maximum Annual Storage Delivery Limits" described in Paragraph 4.3.2 below.

4.3.1 The Rolling 10-Year Storage Delivery Limits were determined as follows:

For each reservoir company:

(1) The average total annual storage deliveries to GLIC Sectors I – IX from the respective reservoir company, determined from monthly farm headgate deliveries from Lake Loveland, Seven Lakes Reservoirs, and Boyd Lake tabulated in Appendix H to the Wheeler Report.

(2) Plus the calculated average annual storage delivery to Greeley from the respective reservoir company.

The calculated average annual storage delivery to Greeley from each reservoir company was calculated as the total average annual storage delivery to the Boyd Lake Treatment Plant from Table 44 of the Wheeler Report, multiplied by the ratio of the average number of shares/rights that Greeley owned in the respective reservoir company, calculated from the shares/rights listed in Table 6 of the Wheeler Report, divided by the total number of shares/rights that Greeley owned in all three reservoir companies.

(3) Minus the average annual storage delivery volumetric limits to Windsor from each respective reservoir company.

The average annual storage delivery limit to Windsor is calculated as the average GLIC Sector V storage deliveries from the respective reservoir company, determined from the monthly farm headgate deliveries from Lake Loveland, Seven Lakes Reservoirs, and Boyd Lake tabulated in Appendix H to the Wheeler Report, divided by the average number of shares/rights in GLIC Sector V for the respective reservoir company from Appendix C of the Wheeler Report, multiplied by the number of Windsor shares/rights in the respective reservoir company. In Case No. 18CW3042, Windsor claimed a change of the water rights associated with 34.25 shares in GLIC-Boyd, 9.75 rights in Lake Loveland, and 1.5 shares in Seven Lakes.

(4) All divided by the net outstanding shares/rights in each reservoir company and then multiplied by 10.

The net outstanding shares for GLIC-Boyd is equal to 1,614, calculated as the total outstanding shares in the company (1,648 shares) minus Windsor's shares in Case No. 18CW3042 (34.25 shares).

The net outstanding rights for Lake Loveland is equal to 234, calculated as the total outstanding rights in the company (300 rights), minus Windsor's rights in Case No. 18CW3042 (9.75 rights), minus the Unallocated Shares in the company (56.0 rights).

The net outstanding shares for Seven Lakes is equal to 379, calculated as the total outstanding shares in the company (400 shares), minus Windsor's shares in Case No. 18CW3042 (1.5 shares), minus the Unallocated Shares in the company (20.0 shares).

The resulting Rolling 10-year Storage Delivery Limits per share for each company in the Greeley-Loveland System are as follows:

GLIC Boyd:	**56.21 AF**
Lake Loveland:	**301 AF**
Seven Lakes:	**143.65 AF**

In order for a future Water Court case to conform with the Stipulated Volumetric Limit Methodology and be entitled to the benefit of the Non-Opposition Agreement described in paragraph 8 below, the applicant shall include in each draft of the proposed decree circulated to the objectors, and in the final proposed decree tendered to the Water Court, a cumulative rolling 10-year storage delivery limit for all shares being changed in each company in that particular decree, calculated by multiplying the number of

shares in each company by the above per-share Rolling 10-Year Storage Delivery Limit in each company.

4.3.2 The Maximum Annual Storage Delivery Limits were determined as follows:

For each reservoir company:

(1) The maximum total annual storage deliveries to GLIC Sectors I – IX from the respective reservoir company, determined from the monthly farm headgate deliveries from Lake Loveland, Seven Lakes Reservoirs, and Boyd Lake tabulated in Appendix H to the Wheeler Report.

(2) Plus the calculated maximum annual storage delivery to Greeley from the respective reservoir company.

The calculated maximum annual storage delivery to Greeley from each reservoir company was calculated as the maximum annual distributed storage delivery to Greeley, multiplied by the monthly ratio of the maximum total annual storage delivery to GLIC Sectors I – IX from the respective reservoir company ((1) above) divided by the average total annual storage delivery to GLIC Sectors I - IX from the respective reservoir company, determined from the monthly farm headgate deliveries from Lake Loveland, Seven Lakes Reservoirs, and Boyd Lake tabulated in Appendix H to the Wheeler Report.

The maximum annual distributed storage delivery to Greeley from each respective reservoir company was calculated as the total average annual storage delivery to the Boyd Lake Treatment Plant from Table 44 of the Wheeler Report, multiplied by the ratio of the average number of shares/rights that Greeley owned in the respective reservoir company, calculated from the shares/rights listed in Table 6 of the Wheeler Report, divided by the total number of shares/rights that Greeley owned in all three reservoir companies.

(3) Minus the maximum annual storage delivery limit to Windsor from the respective reservoir company.

The maximum annual storage delivery to Windsor is calculated as the maximum GLIC Sector V storage deliveries from the respective reservoir company, determined from the monthly farm headgate deliveries from Lake Loveland, Seven Lakes Reservoirs, and Boyd Lake tabulated in Appendix H to the Wheeler Report, divided by the number of shares/rights in GLIC Sector V during the maximum year for the respective reservoir company from Appendix C of the Wheeler Report multiplied by the number of Windsor shares/rights in the

respective reservoir company. In Case No. 18CW3042, Windsor claimed a change of the water rights associated with 34.25 shares in GLIC-Boyd, 9.75 rights in Lake Loveland, and 1.5 shares in Seven Lakes.

(4) All divided by the net outstanding shares/rights in each reservoir company.

The net outstanding shares for GLIC-Boyd is equal to 1,614, calculated as the total outstanding shares in the company (1,648 shares) minus Windsor's shares in Case No. 18CW3042 (34.25 shares).

The net outstanding rights for Lake Loveland is equal to 234, calculated as the total outstanding rights in the company (300 rights), minus Windsor's rights in Case No. 18CW3042 (9.75 rights), minus the Unallocated Shares in the company (56.0 rights).

The net outstanding shares for Seven Lakes is equal to 379, calculated as the total outstanding shares in the company (400 shares), minus Windsor's shares in Case No. 18CW3042 (1.5 shares), minus the Unallocated Shares in the company (20.0 shares).

The resulting Maximum Annual Storage Delivery Limits per share for each Company in the Greeley-Loveland System are as follows:

GLIC Boyd:	**12.05 AF**
Lake Loveland	**33.75 AF**
Seven Lakes	**20.13 AF**

In order for a future Water Court case to conform with the Stipulated Volumetric Limit Methodology and be entitled to the benefit of the Non-Opposition Agreement described in paragraph 8 below, the applicant shall include in each draft of the proposed decree circulated to the objectors, and in the final proposed decree tendered to the Water Court a maximum annual storage delivery limit for all shares being changed in each company in that particular decree, calculated by multiplying the number of shares in each company by the above per-share Maximum Annual Storage Delivery Limit in each Company.

4.4 The Parties agree that the Stipulated Volumetric Limit Methodology will apply to and be incorporated within any future Greeley-Loveland System change applications that are subject to the "Non-Opposition Agreement" described in paragraph 8 below.

5. **Dividend-Based Retained Jurisdiction Term**. The following term and condition is the "Dividend-Based Retained Jurisdiction Term:"

Anytime the Companies alter their method for allocating water to shareholders from that described in ¶ 10 of the Stipulated Decree, the applicant shall provide notice to the opposers of the change in the Companies' operations. The Water Court shall retain jurisdiction in perpetuity for purposes of reconsidering the Stipulated Volumetric Limit Methodology if and when the Companies alter their method for allocating water to shareholders from the method described in ¶ 10 of the Stipulated Decree, and such alteration (i) allows shareholders in the Companies to share in one another's "Storage Dividend" or "River Dividend," (ii) allows the Companies to reallocate dividends between shareholders after they were originally issued, (iii) creates new classes of dividends, (iv) create new classes of shareholders, (v) results in an allocation that is not based on a shareholder's pro-rata ownership of shares in the Companies, or (vi) otherwise substantively alters the Greeley-Loveland System operations on which the Stipulated Volumetric Limit Methodology was based. An opposer has 3 years from the time the notice is received to invoke the Water Court's retained jurisdiction to address any claim of injury stemming from the change in the Companies' method of allocation water to shareholders.

The Dividend-Based Retained Jurisdiction Term is part of the Future GLIC Change Methodology. In order for a future Water Court case to conform with the Stipulated Volumetric Limit Methodology and be entitled to the benefit of the Non-Opposition Agreement described in paragraph 8 below, the applicant shall include the Dividend-Based Retained Jurisdiction Term in each draft of the proposed decree circulated to the objectors, and in the final proposed decree tendered to the Water Court.

6. **2022 Settlement Storage RFO Methodology.** The Stipulated Decree's terms and conditions pertaining to Windsor's storage return flow obligation ("RFO") are described in paragraphs 6.1 and 6.2 below (the "2022 Settlement Storage RFO Methodology"). The Parties agree that for a future change of Greeley-Loveland System Water Rights to be consistent with the Future GLIC Change Methodology, the applicant will propose either the 2022 Settlement Storage RFO Methodology or a storage RFO methodology no less restrictive on the applicant than the 2022 Settlement Storage RFO Methodology. To the extent that a new storage RFO methodology other than the 2022 Settlement Storage RFO Methodology is proposed in a future case, nothing in this Agreement prohibits any Party from participating in that future case to ensure that the new RFO methodology is no less restrictive on the applicant in that future case than the 2022 Settlement Storage RFO methodology.

6.1 For each share of GLIC-Boyd Lake and Seven Lakes, and each contract right in Lake Loveland, the applicant's "Current Month Storage RFO" will be calculated as (the previous 12 months of deliveries) x (the applicable annual RFO percentage shown in Table 6.1 below) x (the applicable decreed monthly RFO distribution percentage given in Exhibit C to the 95CW42 Decree). A copy of Exhibit C to the 95CW42 Decree is attached as **Exhibit L**.

Table 6.1

Annual Return Flow Obligation Percentage by Sector (AF/AF)								
Sector:	1	2	3	4	5	6	7	8 & 9
GLIC-Boyd	-	44.4%	38.0%	35.0%	35.2%	35.0%	35.0%	35.0%
Lake Loveland	40.0%	40.5%	35.9%	35.0%	35.1%	35.2%	35.2%	35.1%
Seven Lakes	41.7%	-	37.0%	35.0%	35.0%	35.0%	35.0%	35.0%

6.2 By way of example and not by way of limitation, the Current Month Storage RFO for Lake Loveland for July deliveries to GLIC Sector 6, with deliveries of 20 AF over the previous 12 months (July through June), would be calculated as 20 AF x 35.2% (annual RFO percentage) x 17.2% (July monthly distribution percentage) = 1.21 AF.

6.3 The 2022 Settlement Storage RFO Methodology does not affect the RFO applicable to direct-flow diversions under the terms and conditions established by the 87CW329 Decree ("Direct-Flow RFO Methodology") or the retained jurisdiction provisions related thereto.

7. **Future GLIC Change Methodology**. The Future GLIC Change Methodology comprises the Stipulated Volumetric Limit Methodology described in paragraph 4 above, the Dividend-Based Retained Jurisdiction Term described in paragraph 5 above, the 2022 Settlement Storage RFO Methodology described in paragraph 6 above and the Direct-Flow RFO Methodology described in paragraph 6.3 above, and the 87CW329 System-Wide Methodology described in Recital C, above.

8. The Parties shall limit their future participation in certain of each other's future Water Court cases in accordance with the following "Non-Opposition Agreement:"

8.1 The Parties other than Loveland are referred to as the "GLIC Parties."

8.2 With respect to future claims for changes of Greeley-Loveland System Water Rights prosecuted in accordance with the Future GLIC Change Methodology, Loveland shall limit its participation under any statement of opposition to such claims for changes of Greeley-Loveland System Water Rights, regardless of the applicant, to the following:

8.2.1 Ensuring consistency with the Future GLIC Change Methodology; or, if changes to the Future GLIC Change Methodology are requested by other opposers, ensuring that those changed terms and conditions are no less restrictive on the applicant than those in the Future GLIC Change Methodology; and

8.2.2 Ensuring consistency with the terms and conditions of this Agreement.

8.2.3 In opposing any future claim for changes of Greeley-Loveland System Water Rights prosecuted in accordance with the Future GLIC Change

Methodology, Loveland will not challenge the Future GLIC Change Methodology on the basis of a change in seepage in the Greeley-Loveland system; changed circumstances since the Wheeler System-Wide Analysis; or any other argument related to the quantification of historical use of shares in the Greeley-Loveland System; and Loveland will not seek to impose terms and conditions that are more restrictive on the applicant than the Future GLIC Change Methodology.

8.2.4 The Non-Opposition Agreement does not apply to claims for changes of Greeley-Loveland System Water Rights represented by Unallocated Shares or other claims for relief, such as new storage rights, new points of diversion, plans for augmentation, quantification of municipal return flows, or exchanges that are included in a change of water rights application or any other Water Court application. Accordingly, the Non-Opposition Agreement does not apply to Loveland's prosecution of a statement of opposition to such claims and does not limit Loveland's participation or arguments in such a Water Court case in any fashion.

8.3 With respect to future claims by Loveland for changes of water rights prosecuted in accordance with the Subject 02CW392 Ditch-Wide Methodologies, the GLIC Parties shall limit their participation under any statement of opposition to such claims to ensure consistency with the terms and conditions of the 02CW392 Decree as applied to the new shares being changed by Loveland; or, if changes to such terms and conditions are requested by other opposers or are deemed necessary by Loveland to avoid litigation, ensuring that those changed terms and conditions are no less restrictive on Loveland than those in the 02CW392 Decree.

8.3.1 In opposing any future Loveland claim for changes of water rights prosecuted in accordance with the Subject 02CW392 Ditch-Wide Methodologies, the GLIC Parties will not challenge the Subject 02CW392 Ditch-Wide Methodologies based on changed circumstances or any other argument or seek to impose terms and conditions that are more restrictive on Loveland than those in Case No. 02CW392.

8.3.2 The Non-Opposition Agreement does not apply to claims other than for changes of water rights in accordance with the Subject 02CW392 Ditch-Wide Methodologies, including without limitation claims for new storage rights, new points of diversion, plans for augmentation, quantification of municipal return flows, or exchanges that are included in a change of water rights application or any other Water Court application involving the water rights that are the subject of the Subject 02CW392 Ditch-Wide Methodologies.

9. As part of the global resolution to the Parties' past and ongoing disputes regarding the Wheeler Historical Use Issues, Loveland agrees that so long as Greeley is operating in compliance with this Agreement, Loveland will not ask the Water Court to impose new

restrictions on Greeley's operations under the 87CW329 Decree, 95CW42 Decree, or 99CW235 Decree. As part of the global resolution to the Parties' past and ongoing disputes regarding the Wheeler Historical Use Issues, Loveland agrees that so long as Evans is operating in compliance with this Agreement, Loveland will not ask the Water Court to impose new restrictions on Evans' operations under the 96CW958 Decree, the 03CW314 Decree, or the 08CW175-B Decree. As part of the global resolution to the Parties' past and anticipated disputes regarding the Subject 02CW392 Ditch-Wide Methodologies, the GLIC Parties agree that so long as Loveland is operating in compliance with this Agreement, the GLIC Parties will not ask the Water Court to impose new restrictions on Loveland's operations under the terms and conditions of the decrees entered in Consolidated Case Nos. 00CW108 and 03CW354 or 02CW392. The foregoing limitation is not intended to limit or restrict, in any way, a party from initiating or participating in an action under the retained jurisdiction terms of any existing Water Court decree.

10. For future changes of Greeley-Loveland System Water Rights represented by Unallocated Shares, the GLIC Parties shall rely on parcel-specific historical use analyses, and not on the Future GLIC Change Methodology or the Wheeler System-Wide Analysis. Consistent with the terms of paragraph 8.2.4, above, nothing in this Agreement limits the scope of Loveland's opposition in a future case involving Unallocated Shares.

11. The Parties agree not to take or support, including without limitation, in any Water Court proceeding, any position that is contrary to the terms and conditions of this Agreement; and further agree that they will jointly defend the principles contained in this Agreement.

12. Greeley, Windsor, Evans, and Milliken agree not to purchase or accept additional changed Greeley-Loveland System Water Rights in exchange for municipal water taps, water service, or development approvals, or otherwise accept such water rights for use in any way unless said changed water rights are being or have been changed using the Future GLIC Change Methodology ("Change Mandate"). The Change Mandate does not apply to the water rights associated with the Unallocated Shares. The purpose of this term is to prevent developers or other third parties from deviating from the Future GLIC Change Methodology, changing Greeley-Loveland System Water Rights, and subsequently conveying the associated shares to Greeley, Windsor, Evans, or Milliken, thereby circumventing the terms of this Agreement. Any violation of the Change Mandate constitutes a breach and is subject to the terms of paragraph 17 below. The Change Mandate does not apply to Greeley-Loveland System Water Rights which were previously changed in the decrees described in Recital P, above.

13. Paragraph 10 of the Stipulated Decree, and its subparts, describes GLIC operations. Other than the GLIC-Wide Direct-Flow Diversion Limit described in paragraph 4.1 above, nothing in the Stipulated Volumetric Methodology is intended to impose limitations on GLIC operations, and GLIC is under no obligation to monitor, enforce, or account for the volumetric limitations other than the GLIC-Wide Direct Flow Limit contained in the Stipulated Volumetric Methodology.

14. Nothing in this Agreement alters, or is to be construed as altering, the Parties' rights and obligations under their existing decrees, including without limitation the decrees entered in Case Nos. 87CW329, 95CW42, and 99CW235 (Greeley); 96CW958, 03CW314, and 08CW175-B (Evans); and 82CW202(A), 87CW178, 99CW290, 92CW112, 00CW108/03CW354, and 02CW392 (Loveland).

15. Nothing in this Agreement alters, or is to be construed as altering or establishing, any entitlement of GLIC, if one exists, to divert, and to deliver to its shareholders, water available to the Barnes Inches and Chubbuck Inches when that water is not being diverted and placed to beneficial use by the non-GLIC owner(s) of such inches.

16. **Barnes and Chubbuck Rights**. Since at least 1977, Loveland and GLIC have had various disputes regarding the Barnes and Chubbuck Water Rights, the Barnes Inches and the Chubbuck Inches and the Parties' relative and correlative rights concerning the same, leading to several agreements between the Parties attempting to resolve these disputes. These agreements include but are not limited to the 2003 GLIC-Loveland-Greeley Agreement and the 2010 GLIC-Loveland Agreement. A major motivation for GLIC entering into this Agreement is to eliminate future disputes with Loveland concerning the Barnes and Chubbuck Water Rights and with this in mind, and while recognizing that this Agreement does not alter any prior Agreements in any way, GLIC wishes to restate several provisions from the 2003 GLIC-Loveland-Greeley Agreement (attached as **Exhibit G**) and 2010 GLIC-Loveland Agreement (attached as **Exhibit F**) as follows:

    a. Paragraph 1.c of the 2003 GLIC-Loveland-Greeley Agreement states:

        With regards to Barnes contract inches that have been changed or will be changed in the future by Loveland to municipal or other uses, Loveland shall reduce its diversions under said contract inches by fifteen percent in accordance with paragraph 6.C.(7)(d) of the 82CW202A Decree; GLIC and Greeley agree that Loveland shall not be required to further reduce its diversions in order to compensate for the ditch loss or "shrink" that was historically assessed against Loveland's Barnes contract inches. GLIC shall be entitled to divert and beneficially use for its shareholders said water that Loveland leaves in the stream pursuant to paragraph 6.C.(7)(d). Loveland's daily rate-of-flow diversion entitlement under its Barnes contract inches shall be determined under the following formula, as measured at the river headgate:

        0.85 x (amount of Barnes water rights in priority (cfs)) x (number of inches changed by Loveland/1,944.23)

        So, for example, on a given day, if Loveland owns 1,306.75 Barnes contract inches and the amount of Barnes water rights that are in priority that day is equal to 30.62 cfs, Loveland would be entitled to divert 17.49 cfs.

        It is understood that Loveland may divert water under its Barnes contract inches which are subject to the 82CW202A Decree and the application in Case No.

00CW108 in accordance with the provisions of paragraph 6.C.(4) of the 82CW202A Decree, as modified by the 2000 Modification, except that Loveland's monthly diversions under its Barnes contract inches shall be limited according to the volumetric diversion limits set forth in the table attached hereto as Exhibit 1.

b. Paragraph 2.c of the 2003 GLIC-Loveland-Greeley Agreement states:

With regards to Chubbuck contract inches that have been changed or will be changed in the future by Loveland to municipal or other uses, Loveland shall reduce its diversions under said contract inches by fifteen percent in accordance with paragraph 6.C.(7)(d) of the 82CW202A Decree; GLIC and Greeley agree that Loveland shall not be required to further reduce its diversions in order to compensate for the ditch loss or "shrink" that was historically assessed against Loveland's Chubbuck contract inches. It is understood that GLIC shall be entitled to divert and beneficially use for the benefit of its shareholders said water that Loveland leaves in the stream pursuant to paragraph 6.C.(7)(d). Loveland's rate-of-flow diversion entitlement under its Chubbuck contract inches shall be determined under the following formula, as measured at the river headgate:

0.85 x (amount of the most senior 41.35 cfs Chubbuck water rights in priority) x (number of inches changed by Loveland / 1,590.40)

So, for example, on a given day, if Loveland owns 596.58 Chubbuck contract inches and the amount of the most senior 41.35 cfs of Chubbuck water rights that are in priority that day is equal to 8.36 cfs, Loveland would be entitled to divert 2.67 cfs.

It is understood that Loveland may divert water under its Chubbuck contract inches which are subject to the 82CW202A Decree and the application in Case No. 00CW108 in accordance with the provisions of paragraph 6.C.(4) of the 82CW202A Decree, as modified by the 2000 Modification, except that Loveland's monthly diversions under its Chubbuck contract inches shall be limited according to the volumetric diversion limits set forth in the table attached hereto as Exhibit 1.

c. Paragraph 6 of the 2010 GLIC-Loveland Greeley Agreement states:

NO ADDITIONAL CHANGES OF BARNES AND CHUBBUCK CONTRACT INCHES. The City shall not apply for changes of any additional Barnes or Chubbuck Contract inches beyond those that were the subject of the 202A Decree, the Inclusory Decrees, or were already included in Case No. 02CW392 and Case Nos. 00CW108/03CW354. Any additional Barnes or Chubbuck Contract Inches acquired by the City will not be made part of a water court application or used by the City for any purpose, or leased, sold or otherwise assigned by the City; provided, however, that the City of Loveland Parks Department may, if the City acquires certain Chubbuck Inches described in EXHIBIT 3, utilize those Chubbuck

Inches for irrigation of open space or parks in the amounts, on those lands, and with the acreage limitations described in EXHIBIT 3.

d. Paragraph 9 of the 2010 GLIC- Loveland Creek Agreement states:

COMPANY USE OF BARNES AND CHUBBUCK CONTRACT INCHES. The City shall not, in any fashion, challenge the Company's use of water rights adjudicated to the Barnes and Chubbuck Ditches as that use was analyzed by W.W. Wheeler & Associates, Inc. in the engineering report prepared for the City in support of the application by the City in Case No. 82CW202A.

17. Should a dispute arise under this Agreement, or in the event of an alleged breach of a Party's obligations hereunder, the following dispute resolution protocol will apply:

17.1 If a Party believes that another Party has breached any obligation under this Agreement, the Party alleging the breach shall give written notice to the other Party setting forth the nature of the alleged breach and the curative action(s) required ("Breach Notice"), with copies of the Breach Notice also delivered to all other Parties. If the Party alleged to be in breach does not cure such alleged breach within twenty business days of receiving such notice ("Cure Period") the Party sending the notice may pursue one or more of the following remedies:

17.1.1 For an alleged breach of an obligation under the Non-Opposition Agreement, the Party sending the Breach Notice may file, in the applicable Water Court case, a motion for determination of question of law asking the Water Court to interpret the Non-Opposition Agreement and to determine whether it has been breached in that case. Should the Water Court rule that there has been a breach of the Non-Opposition Agreement in that case by virtue of a Party's filing of an improper statement of opposition or prosecution of improper defenses to such application, the breaching Party shall immediately withdraw its improper statement of opposition or its improper defenses, as relevant, and shall pay to the Party that initiated the motion for determination of question of law ("Moving Party") all reasonable and documented attorneys' fees associated with the Moving Party's drafting and briefing of and conferrals regarding that motion. In the event the Water Court rules that no breach occurred, the Moving Party shall pay all reasonable and documented attorneys' fees associated with the non-moving party's defense to the motion.

17.1.2 For an alleged breach of any obligation hereunder, the Party sending the Breach Notice may file, in the Water Court, an action for declaratory judgment and for damages and/or equitable relief, including without limitation, specific performance. In any such action, the prevailing Party will be entitled to payment by the non-prevailing Party of the prevailing Party's reasonable and documented attorneys' fees and any experts' fees.

17.1.3 For an alleged breach of any obligation, the Parties with an interest in such alleged breach may but are not required to pursue mediation or binding arbitration.

17.1.4 Time is of the essence with respect to the Cure Period.

18. Non-Party applicants for future changes of Greeley-Loveland System Water Rights in accordance with the Future GLIC Change Methodology will be third-party beneficiaries of this Agreement.

19. GLIC shall be responsible for accounting for the GLIC-Wide Direct Flow Diversion Limit, and shall complete said accounting consistent with paragraph 2.h of the GLIC-Loveland 2022 Agreement, which is attached as **Exhibit K**.

20. This Agreement may not be amended except by an instrument in writing signed by all Parties. No right hereunder may be waived except by an instrument in writing signed by the Party to be charged with such waiver. The failure of any Party to require any other Party's strict performance of any obligation, term, or condition of this Agreement does not constitute a waiver of such obligation, term, or condition hereunder.

21. This Agreement may be executed in counterparts, each of which is an original, and all of which taken together constitute one and the same Agreement.

22. All attached exhibits to this Agreement are incorporated herein by this reference.

23. This Agreement and any prior agreement will, to the extent possible, be construed to be consistent. However, in the event of a conflict between the terms and conditions of this Agreement and any existing agreement between any of the Parties, this Agreement will control interpretation of any inconsistency, so long as such interpretation is not contrary to paragraph 2 of this Agreement.

24. Paragraph headers in this Agreement are for convenience of reference only and do not substantively define or limit any term of this Agreement.

25. To be effective, this Agreement must have received the prior approval of the controlling Council, Board of Trustees, or Board of Directors of each Party. By signing this Agreement, each signatory affirms and warrants that such approval has been duly and properly given, and that such signatory has been duly authorized to bind the Party represented by such signatory.

Signature pages follow.

Executed on the dates written below, and effective as of the latest such date.

THE CITY OF GREELEY **Acting by and through its Water & Sewer Board** By:_____ Harold Evans Chairman, Greeley Water & Sewer Board APPROVED AS TO SUBSTANCE: By:_____ Raymond C. Lee, III, City Manager APPROVED AS TO AVAILABILITY OF FUNDS: By:_____ John Karner, Finance Director APPROVED AS TO LEGAL FORM: By:_____ Douglas Marek, City Attorney	**CITY OF LOVELAND** By: _____ Stephen C. Adams, City Manager APPROVED AS TO FORM: By: _____ Assistant City Attorney ATTEST: By: _____ City Clerk
TOWN OF MILLIKEN, COLORADO: By: _____ Elizabeth Austin, Mayor ATTEST: _____ Caree Rinebarger, Town Clerk APPROVED AS TO FORM _____ Matthew T. Gould, Town Attorney	**GREELEY AND LOVELAND IRRIGATION COMPANY** By: _____ David Bernhardt, President ATTEST: By: _____ _____, Secretary

DRAFT

CITY OF EVANS By: _____ Mark C. Clark, Mayor APPROVED AS TO SUBSTANCE By: _____ Randy Ready, Interim City Manager APPROVED AS TO FORM By: _____ Scotty P. Krob, City Attorney ATTEST By: _____ Julie Kamka, City Clerk	

DRAFT

CITY COUNCIL
AGENDA REPORT

DATE: July 5, 2022

SUBJECT: Consideration of City Manager Executive Search Firm Professional Services Agreement

PRESENTED BY: Julie E. Roeder, Administrative Services Director

ITEM DESCRIPTION:

With the recent announcement of resignation from City Manager, Jim Becklenberg, and departure the City Council initiated the search process for a replacement City Manager. The Mayor appointed a selection committee comprised of:

- Amanda Castle, Mayor Pro-Tem;
- Tammy Mortenson, Council Member;
- Allison Moeding, Economic Development Director;
- Julie Roeder, Administrative Services Director;
- Brian Stone, Senior Projects Manager; and
- Tammy Thompson, Human Resources & Risk Management Director.

The first task for the selection committee was to issue a request for proposals ("RFP) for the selection of an executive search firm.

The RFP was released on June 10th and was sent directly to about 28 firms and posted on the Rocky Mountain E-Purchasing System website and the City's website. Seven proposals were received. The selection committee evaluated each proposal based on the following criteria:

Qualification	Standard	Weighting Factor
Quality of Response & Sample Materials	Did the proposal confirm to format? Was the proposal clear and precise? Did the firm provide information requested? Did the firm follow the question/answer format suggested? What is the quality and quantity of recruiting specifications, community/agency profiles, brochures, letters and announcements provided?	10%
Consultant Qualifications and Experiences/Project Manager/Team Member Experience	Did the firm describe their organizational background and experience, including public sector experience and executive search firm capabilities? What was the firms experience with City Manager recruitments? How well did the firm describe the responsibility, experience and qualifications of the individuals(s) who would comprise the project team, as well as listing their recent assignments? Is there a high level of expertise of those individuals that would be servicing this project?	25%
Scope of Work and Services	What services does the firm provide? Did the firm describe the services, methodology, process, and proposed outline of tasks, products and product schedule? Did the firm provide samples of recruitment materials?	20%
Proposed Pricing/Cost	Was the proposed pricing reasonable? Was the proposed pricing and/or cost for services competitive with other submitted proposals?	25%
Availability	Is the firm available to complete the work within the required time frame?	10%
References & Dependability	Quantity and quality of client references provided, specifically from executive searches for the position of City Manager. Ability to meet time and cost estimates as evidenced by documentation provided through references.	10%

After narrowing down the potential firms to the top two, Baker Tilly and Raftelis, the selection committee conducted interviews and reference checks.

Based on the scoring, interviews and reference checks, the selection committee is recommending Baker Tilly US, LLP to fulfill the duties necessary to recruit the City's new City Manager. The terms of the Agreement will substantially conform to the attached draft Professional Services Agreement.

FINANCIAL SUMMARY:

The fees included in the proposals received ranged from $21,500 to $32,000.

The estimated fees for Baker Tilly US, LLP services are $26,950. This represents an "All-Inclusive Fee" amount and includes services along with travel expenses, but excludes any candidate travel expenses.

A preliminary budget revision will be necessary in this amount.

RECOMMENDATION:

The selection committee recommends approval of the mayor's signature on the Professional Services Agreement for Baker Tilly US, LLP and approval of the preliminary budget revision in

the amount of $26,950. City Council approval of the contract will direct staff to add this amount to the next budget amendment ordinance.

SUGGESTED MOTIONS:

"I move to authorize Mayor Clark to enter into a professional services agreement with Baker Tilly US, LLP in the amount of $26,950 to provide executive search services to the City of Evans to help identify the next City Manager and a preliminary budget revision in the amount of $26,950 within the General Fund."

"I move to deny Mayor Clark to enter into a professional services agreement with Baker Tilly US, LLP and a preliminary budget revision."

ATTACHMENTS:

- Professional Services Agreement

City of Evans, Colorado
SERVICE AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into this **____day of July, 2022**, by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and **Baker Tilly US, LLP** (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services for the **City of Evans - Executive Search Services for City Manager.** hereinafter referred to as "Project").

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the City professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The City acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared specifically by Consultant for City as a deliverable under this Agreement (each a "Deliverable") shall become the property of the City upon completion of the services. Notwithstanding the foregoing, Consultant will maintain all ownership right, title and interest to all of Consultant's Knowledge. For purposes of this Agreement "Consultant's Knowledge" means Consultant's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Consultant prior to the Effective Date of this Agreement ("Consultant's Preexisting Knowledge") (2) developed or obtained by Consultant after the Effective Date, including during the course of providing services under this Agreement, but: (i) which are developed or obtained without using City's confidential information, or (ii) which City has not paid for such development; and (3) extensions, enhancements, or modifications of Consultant's Preexisting Knowledge which do not include or incorporate City's confidential information. To the extent that any Consultant Knowledge is incorporated into the Deliverables, Consultant grants to City a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Consultant Knowledge in connection with the Deliverables, including possible disclosure under the Colorado Open Records Act (C.R.S. Sec. 24-72-201) and for no other purpose without the prior written consent of Consultant. Any reuse of the Consultant's documents is at the City's own risk without liability to the consultant.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant on a time and materials basis in an amount not to exceed **Twenty-six thousand, nine hundred and fifty dollars ($26,950)** Payment shall be made in accordance with the schedule of charges in **Exhibit A**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdowns for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement. No payment shall be due on the portion of any invoice for which the City has requested clarification unless and until 30 days after clarification satisfactory to the City has been provided by Consultant.

3. To the extent a conflict exists between the terms of payment under this Agreement and the Consultant's proposal for services, the language of this Agreement shall control.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the timely receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall

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furnish the City the specified deliverables, as provided in **Exhibit A**.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. In order to perform its duties and obligations set forth in this Agreement, Consultant may rely upon any written instructions or information provided to the Consultant by the City or its designated representatives that Consultant reasonably believes to be genuine and authorized by the City, and Consultant shall have no obligation to independently verify the accuracy, completeness, or authenticity of any such written instructions or information provided to the Consultant by the City. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for all costs caused by errors and omissions which fall below the standard of professional practice.

D. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. This section VII is Consultant's only warranty concerning the services and any Deliverable, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, accuracy, title, noninfringement or fitness for a particular purpose, or otherwise.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION AND LIMITATION ON DAMAGES

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A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. To the extent allowable under C.R.S. Section 13-50.5-102(8), the Consultant shall defend, indemnify and hold harmless the City, its mayor and City council, officials, officers, directors, agents and employees from any and all third party claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, to the extent resulting from the Consultant's gross negligence, willful misconduct, or fraudulent behavior in the services rendered by the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its mayor and City council, its officers, agents and employees from damages resulting from the sole negligence of the City's mayor and City council, officials, officers, directors, agents and employees.

B. To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under this Agreement shall not exceed the fees paid to Consultant under the portion of this Agreement to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars ($500,000) each claim, Five Hundred Thousand Dollars ($500,000) disease - policy limit, and Five Hundred Thousand Dollars ($500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal

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injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of One Million Dollars ($1,000,000) each claim and Two Million Dollars ($2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.

4. The policy required by Paragraph 2, above shall be endorsed to include the City and the City's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the City, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 2, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the Consultant. The Consultant will promptly forward any such notice to the City. The completed certificate of insurance shall be sent to:

   City of Evans
   1100 37th Street
   Evans, Colorado 80620-2036
   Attn: Safety and Risk Management

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement.

7. Intentionally omitted.

8. The parties hereto understand and agree that the City, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently Three Hundred Fifty Thousand Dollars ($350,000) per person and Nine Hundred Ninety Thousand Dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers or its employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

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XII. CONDITIONAL CONTRACT EXTENSION

The City and Consultant may extend the relationship arising under this agreement by a future written agreement that is approved by City Council, subject to annual appropriation, and subject to agreed-upon unit pricing. Such extensions, if any, shall not exceed a period of Five (5) consecutive years. The Consultant does not have a contractual right to an extension and the City expressly reserves all rights to cancel its relationship with Consultant.

XIII. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, the Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If, however, the City has substantially or materially breached the standards and terms of this Agreement, the Contractor shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIV. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Weld, State of Colorado. THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

XVI. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes. Consultant shall have no authority to bind City to any third party agreement. Though the services may include Consultant's advice or recommendations, all decisions regarding the implementation of such advice or recommendations, including the decision of whether to hire a particular candidate, shall be the responsibility of, and made by, City. Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International

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has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

B. Disclosure: Consultant is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity, and Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.

XVII. NO WAIVER

Delays by the City in enforcement of this Agreement or the waiver by the City of any one or more defaults or breaches of this Agreement by the Consultant shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement and the attached **Exhibit A** is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XIX. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States mail, addressed as follows:

The City: City of Evans
Attn: City Manager
1100 37th Street
Evans, Colorado 80620-2036

Consultant: **Baker Tilly US, LLP**
Attn: Edward Williams
2500 Dallas Parkway, Suite 300, Plano, TX 75093

XX. EFFECTIVE DATE AND EXECUTION

This Agreement shall become effective following execution by both Consultant and City. This Agreement may be executed in counterparts, including by facsimile or electronically, each of which shall be considered an original, but all of which together shall constitute one instrument.

XXI. SPECIAL PROVISIONS

The "Special Provisions" attached hereto as **Exhibit B** and incorporated by this reference are made a part of this Agreement. For purposes of the Special Provisions, the Consultant shall be referred to as the "Contractor."

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IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

CITY OF EVANS, COLORADO

By:_____
Mark C. Clark, Mayor

ATTEST:

_____
Julie Kamka, City Clerk

APPROVED AS TO FORM:

_____
Scott Krob, City Attorney

APPROVED AS TO CONTENT:

_____
Julie E. Roeder, Administrative Services Director

CONSULTANT

By: _____
Title:_____

ATTEST:

By: _____
Title: _____

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EXHIBIT B

Special Provisions Required by §§ 8-17.5-101 et seq., C.R.S.

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an worker without authorization and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any worker without authorizations. §

B. Prohibited Acts. Contractor shall not:
   1. Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or
   2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an worker without authorization to perform work under this Agreement.

C. Verification.
   1. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any worker without authorizations and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.
   2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
   3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an worker without authorization, Contractor shall:
      i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an worker without authorization; and
      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subcontractor does not stop employing or contracting with the worker without authorization; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an worker without authorization.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

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City of Evans, Colorado

City Manager executive recruitment proposal

June 22, 2022

bakertilly
now, for tomorrow

June 22, 2022

Baker Tilly US, LLP
2500 Dallas Parkway, Suite 300
Plano, TX 75093
T: +1 (972) 748 0300
F: +1 (214) 452 1165
bakertilly.com

Ms. Julie Roeder
Administrative Services Director
City of Evans
1100 37th Street
Evans, CO 80620

Dear Ms. Roeder:

Baker Tilly US, LLP (Baker Tilly) appreciates the opportunity to submit the following proposal for executive search services to the City of Evans (the City) to help you identify your next City Manager. We believe that our record of successfully placing qualified and very accomplished professionals, along with our extensive experience providing executive recruitment services to cities, counties and other public-sector organizations nationwide, will be beneficial for your recruitment and will allow us to find the candidate who has the traits, skills, experience and overall competence you desire for your organization.

We know that you have options when it comes to selecting an executive recruitment firm. However, we believe that our unique approach, highly regarded customer service, record of success, our experience and overall ability to identify, recruit and place top-level executives in similar roles, sets us apart from our competitors. Additionally, we offer the following unique features:

- Customized profile development
- Proprietary management/leadership assessment reports
- Link to one-way semifinalists' video interview responses to position specific questions
- Proprietary online application and document management tool

This proposal details about our approach, expertise, references and pricing for this executive recruitment. The Baker Tilly team would consider it a professional privilege to provide these services to the City of Evans.

Very truly yours,

BAKER TILLY US, LLP

Edward G. Williams, Ph.D., Director
+1 (214) 608 6363 | edward.williams@bakertilly.com

Anne Lewis, Director, Practice Leader
+1 (703) 923 8214 | anne.lewis@bakertilly.com

1. Qualifications

Evans' recruitment will be national and inclusive in nature, with a candidate pool of diverse, experienced and talented individuals.

Offering our resources: Baker Tilly at a glance

We dedicate ourselves to delivering efficiency, quality, creativity, innovation and forward-thinking solutions. We are passionate about enhancing and protecting our clients' value, which is a collective effort by everyone across our firm.

The City of Evans will receive an exceptional experience for your City Council, City Selection Committee and — ultimately — your citizens. Below are some key facts about our firm.



9th largest accounting and advisory firm in the U.S.

120+ administration recruitments

400 Recruitments since 2017

60+ office locations across the U.S.

250+ workplace and culture awards

COMPREHENSIVE EXPERIENCE TO SERVE YOU

Evans will receive support and guidance from a respected firm that continues to grow — as evidenced by INSIDE Public Accounting naming Baker Tilly as the ninth largest accounting firm in the U.S. on their 2021 Top 400 Firms list.

Celebrating 90+ years in serving our valued clients

As a future-looking firm, we celebrate 90+ years in the marketplace by honoring our roots and continuing to shape our future. We embrace the fact that business can't stand still — and we won't stand still. As we help our clients identify new needs and opportunities, we innovate and change to work better. We celebrate where we came from and how far we have come – which is essential to knowing who we are and where we are headed.

One thing has not changed in 90 years: **our shared passion for enhancing and protecting our clients' value.**

As we reimagine our lasting impact, we remain grounded in our timeless core values. Through dedication, creativity and never standing still, Baker Tilly will become more connected to our clients, our people, our communities and our profession.

Public sector specialization

Baker Tilly has served local governments since our establishment 91 years ago. We are one of the few professional services firms with a state and local government practice dedicated entirely to serving governmental clients.

Unlike many of our contemporaries, Baker Tilly is organized by industry, not service line. What does this mean for the City? It means you will be served by a carefully selected team that blends our government-focused professionals with experienced specialists in executive recruitment projects. The City will be collaborating with knowledgeable professionals who understand the specific challenges you face and provide innovative solutions to help you overcome them.

State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries. Recognizing this complexity, and eager to serve as a true **Value Architect™** to the public sector, Baker Tilly formalized its dedicated public sector specialization more than 60 years ago.

More than 420 Baker Tilly professionals — including nearly 40 partners and principals — focus directly on serving state and local governments, providing hundreds of thousands of client service hours annually to the public sector. Nationwide, **our practice serves more than 3,100 state and local government entities**, including cities, counties, municipalities, school districts, public utilities and transit organizations. Your team is ready to help you find solutions to the obstacles that stand between you and your goals.



COMMITMENT TO THE PUBLIC SECTOR

Baker Tilly has been in business for more than 90 years and public sector entities were some of our first clients.

Executive recruitment experience

Within Baker Tilly, our executive recruitment team consists of ten recruitment consultants and project coordination staff available to meet your executive recruitment needs. Each consultant assigned to your recruitment has experience working with cities, counties, special districts, not-for-profit organizations and school districts, and the many different disciplines that comprise the City of Evans' organization. Our consultants bring an experienced, participatory and energetic perspective to each engagement. As such, we reflect our unique approach and individualized touch in our internal standard and commitment to outstanding service that meets or exceeds your expectations. Since 2017, our combined consultant team has conducted nearly 400 executive searches.

The Baker Tilly project team will collaborate with the City's designated staff as your technical advisor. As such, we conduct our recruitment processes in a clear, effective, efficient, transparent and professional manner consistent with "best practices" in the public sector executive recruitment space. Our agenda is clear; "*our agenda is your agenda.*" Our objective is to generate a reasonable list of highly qualified candidates and assist you with the screening and evaluation of these candidates to identify your next City Manager.

We have structured the Baker Tilly project team to draw upon our 60-plus years of collective service to the public sector and to leverage Baker Tilly's experience and capacity to find exceptional, qualified candidates.

Since its beginnings, our firm has emerged as a leader in human resource management consulting and executive recruitment. It is our 30+ years of consulting experience, coupled with our unique approach and personal touch that drives our internal standard for delivering outstanding services and leading-edge products.

We believe that often times, well-qualified candidates are not actively seeking new employment opportunities. In fact, most may not be actively reviewing job postings or even responding to advertised announcements. However, when we present a potential applicant with key information about an exciting new opportunity, many times they will review, consider and apply for the position, especially if presented by a trusted, experienced firm or a member of their network. We take pride in our ability to locate diverse, highly qualified candidates across the nation based on the professional contacts and relationships we have developed and nurtured over many years.

We supplement our outreach by querying our customizable database, which includes information on recent and past applicants for similar positions. This provides the Baker Tilly team with the ability to customize applicant flow and tracking and communicate inquiries for candidates based on characteristics important to the City of Evans such as geographic location, particular experience, expertise and credentials.

Providing similar services to clients

Below is a partial list of relevant public sector executive recruitments delivered by the Baker Tilly team since 2018.

LIST OF RELEVANT PROJECTS: 2018 – PRESENT				
Year	**Client**	**State**	**Project**	**Population**
2022	Blue Springs	MO	City Administrator	54,850
2022	Denton	TX	City Manager	136,195
2022	Kearney	NE	City Manager	33,464
2022	Minnetrista	MN	City Administrator	7,621
2022	North Kansas City	MO	City Administrator	4,477
2022	Oak Hill	TN	City Manager	4,587
2022	Salisbury	NC	City Manager	33,727
2022	Spicer	MN	City Administrator	1,188
2022	Staunton	VA	City Manager	25,750
2022	Willmar	MN	Assistant City Administrator	19,628
2021	Carrboro	NC	Town Manager	21,230
2021	Clearwater	FL	City Manager	115,159
2021	College Park	MD	City Administrator	32,196
2021	Corpus Christi	TX	Assistant City Manager	323,733
2021	Evansville	WI	City Administrator/Finance Director	5,378
2021	Grand Rapids	MI	Deputy City Manager	192,294
2021	Greeley	CO	City Manager	105,888
2021	Inver Grove Heights	MN	City Administrator	34,344
2021	Kimball	NE	City Administrator	2,578
2021	Long Grove	IL	Village Manager	7,956
2021	Louisville	CO	City Manager	20,860
2021	Moline	IL	City Administrator	41,902
2021	Rockville	MD	Deputy City Manager	66,940
2021	Shakopee	MN	Assistant City Administrator	40,731
2021	Stonecrest	GA	City Clerk	54,202
2020	Eau Claire	WI	City Manager	68,866
2020	Fairmont	MN	City Administrator	10,126
2020	Front Royal	VA	Town Manager	15,239
2020	Herington	KS	City Manager	2,304
2020	Kansas City	MO	City Manager	488,943
2020	Lake Ozark	MO	Asst City Admin/Community Eco Devel Director	1,792
2020	Maple Plain	MN	City Administrator	1,807
2020	Matanuska-Susitna Borough	AK	Borough Manager	108,317
2020	Missouri City	TX	City Manager	74,705
2020	Moose Lake	MN	City Administrator	2,798
2020	Oakdale	MN	City Administrator	28,083
2020	Rochester	MN	City Administrator	114,011

LIST OF RELEVANT PROJECTS: 2018 – PRESENT				
Year	**Client**	**State**	**Project**	**Population**
2020	Scottsbluff	NE	City Manager	14,874
2020	St. Joseph	MO	City Manager	74,959
2019	Beeville	TX	City Manager	12,937
2019	Cloquet	MN	City Administrator	11,938
2019	Hobbs	NM	City Manager	37,764
2019	Lake Lotawana	MO	City Administrator	2,099
2019	Norman	OK	City Manager	122,843
2019	Paris	TX	City Manager	24,800
2019	Park City	KS	City Administrator	7,499
2019	Port Arthur	TX	City Manager	53,937
2019	Willmar	MN	City Administrator	19,628
2018	Addison	TX	City Manager	15,368
2018	Asheville	NC	City Manager	89,121
2018	Ashland	OR	City Administrator	21,636
2018	Avondale	AZ	City Manager	82,881
2018	Belle Plaine	MN	City Administrator	6,838
2018	Billings	MT	City Administrator	110,323
2018	Burnsville	MN	City Manager	61,434
2018	Christiansburg	VA	Town Manager	21,533
2018	Grand Rapids	MI	City Manager	192,294
2018	Herington	KS	City Manager	2,362
2018	Kingman	AZ	City Manager	29,029
2018	Maricopa	AZ	City Manager	46,903
2018	Middleburg	VA	Town Administrator	828
2018	Mora	MN	City Administrator/Public Utilities General Manager	3,453
2018	Salina	KS	City Manager	46,994
2018	Shawnee	KS	City Manager	64,323
2018	York	PA	Business Administrator	43,859

2. Scope of services

What makes Baker Tilly different from other firms? Our solution truly begins by listening to what Evans needs.

Understanding your needs to achieve your objectives

We understand the City of Evans is looking for a timely, effective, efficient, responsive, well-managed and thorough executive recruitment process to recruit and identify highly qualified candidates for you to select your next city manager.

Baker Tilly public sector executive recruiters will collaborate with you or your designated staff, to understand the traits, attributes, capabilities and overall qualifications that are most important to your organization for this recruitment. The information we gather helps us customize colorful and informative marketing, recruitment and outreach strategies, and materials that present the City of Evans, City of Evans, the "Queen City of the Platte," as a well-managed, effective, efficient, and responsive municipal organization in Wells County, Colorado, where residents have a wide choice of housing, great schools, all the shopping and amenities of a large town, and a great quality of life. Additionally, we present your city as a wonderful place to buy a home, raise a family, or start a business. We also highlight your beautiful parks, breathtaking open spaces (including a dog park), outstanding hiking, and biking trails along the South Platte River. Additionally, we highlight your visually attractive, safe, clean, and well-maintained streets and neighborhoods. We also draw attention to your public facilities, diverse economy, and programs that address resident's concerns, and a diverse capital infrastructure program with easy access to the Denver International Airport, or the Rocky Mountains.

We recognize that there is significant competition for experienced local government managers, leaders and executives today. For this reason, we collaborate with you to develop recruitment strategies that include an aggressive marketing, recruiting and candidate outreach campaign. As you know, a successful recruitment often depends upon the ability to reach successful executives who may not necessarily be in search of new employment opportunities or who may be waiting for the right opportunity. Thus, we use our existing resources, successful methods and approaches to inform and encourage qualified professionals to consider and apply for opportunities such as those you may have in your organization. We believe that these efforts are essential to ensuring that your City Selection Committee receives and can select from many qualified candidates.

Baker Tilly manages and tracks applicant information and provides regular communication, updating the applicants on the status of each recruitment. Our communications are always professional and respectful.

We take pride in our ability to provide your City with comprehensive details and information about each candidate we present; expanding beyond applications, cover letters and resumes to better understand, compare and contrast individual professional experience, leadership traits and the management style he or she would bring to your organization. Furthermore, we explore and attempt to understand their motivation for pursuing each career opportunity. We also can provide you with a fully customized interview process to include suggested questions, interview day scheduling and planning, as you deem necessary or appropriate. Additionally, the lead consultant is available to you, or your designee, before, during and after each interview session and can facilitate your deliberations and employment offer and negotiations with the individual you select as finalist.

Our highly regarded executive recruitment process includes five major tasks:

TASKS	PROCESS
1. Recruitment brochure development and advertising	– We schedule and meet with the City of Evans' City Council, City Selection Committee, appointed management team members and/or key stakeholders, as instructed, to understand your leadership vision, strategic direction and candidate expectations, then use the information we gather to develop a candidate profile, which will require your input and final approval. We consider the profile our search baseline.
2. Execution of recruitment strategy and identification of quality candidates	– Using the profile you approve, we develop a colorful, informative and appealing brochure, then embark on a national or regional targeted marketing, recruitment and outreach campaign to identify individuals who best match your desired profile. – Additionally, we simultaneously launch a direct applicant outreach campaign targeting eligible prospects who we identify by building a detailed query into our searchable applicant database. – Using our proprietary applicant tracking system, we communicate with all applicants about the process, established timelines and next steps in the process.

TASKS	PROCESS
3. Screening of applications, review of semi-finalists and selection of finalists	– Once we identify those applicants who most closely match your desired profile, we assign them several tasks including our Due Diligence Questionnaire and Candidate Questionnaire, while the project team conducts a comprehensive web and social media scan to elicit information that could be relevant to employment and continuation in our process. – We also provide selected applicants with a link that will take them to our proprietary one-way video interview portal. There, the candidates complete a one-way video interview, answering questions designed to give us an additional perspective on each applicant's candidacy as it relates to your desired profile. – Once we gather the responses from the items listed above, we prepare and provide you with an electronic (PDF) Semi-Finalists Report listing 10 to 15 applicants who best appear to meet your desired profile. This report includes a list of all applicants and copies of resumes, cover letters and Due Diligence Questionnaire responses. – We then ask you to identify four or five, plus one alternate, as finalists. We then ask this group to complete our management and leadership style assessment, which provides us with additional information, including development needs, strengths, personality and behavior analysis. This tool provides us with information about each finalist, which we have found to be important to the selection process.
4. Background report checks, reference checks, social media presence, academic verifications	– We secure authorization from each finalist to conduct a comprehensive background check and reports. – We obtain a list of up to ten current or former supervisors, peers or direct reports from each finalist to contact as references. – We provide you with a report summarizing all responses to our customized reference questionnaire. – We verify academic credentials and professional certifications. – We conduct an exhaustive review of social and electronic media sites and other publications, to identify any information that may be relevant to the hiring of everyone you interview. – We provide a comprehensive reference check and report for each finalist.
5. Final interview process	– Once you identify your finalists, we collaborate with your designated staff to design, prepare and provide technical support to ensure a smooth, effective and efficient interview process, which may include the scheduling and support for virtual interviews. If requested, we work with the selected finalist and your designated staff to finalize an employment agreement.

THERE ARE NUMEROUS BENEFITS TO UTILIZING BAKER TILLY FOR YOUR EXECUTIVE RECRUITMENT NEEDS

We strive to distinguish ourselves from peer organizations.

Meeting your deadlines

The following is an example of a timeline for an executive recruitment process. The Baker Tilly project team leader will discuss your anticipated or desired timeline during the initial kickoff meeting. It is our intent to conduct your recruitment expeditiously, but not at the expense of finding qualified applicants to present to you. For this proposal target dates are to be determined. Once you approve, and based on mutual agreement, we will provide actual dates in our service agreement for completion of the process by **November 1, 2022,** or as soon as practical.

Your time is valuable, and one significant way we will add value to Evans is by delivering our services on time

PROJECT MILESTONE	DELIVERABLES
Profile development, advertising and candidate outreach	– Baker Tilly completes on-site interviews to develop candidate profile and recruitment brochure; City approves ad placement schedule and timeline – Baker Tilly sends draft recruitment brochure to the City – The City returns draft recruitment brochure (with edits) to Baker Tilly – Baker Tilly commences executive recruitment advertising and marketing – Online data collection and profile development
Applicant screening and assessment and recommendation of semi-finalists	– Baker Tilly commences formal review of applications, most promising candidates complete questionnaires – Candidates complete recorded interview online – Baker Tilly completes formal review of applications and sends selected resumes to the City Selection Committee for review – Candidates' recorded interviews are presented – Baker Tilly meets with the City Selection Committee l and recommends semi-finalists; City Selection Committee selects finalists for on-site interviews – Finalists complete candidate management style assessment and responses are reviewed and interview questions are developed
Comprehensive background check, academic verifications and reference checks completed for finalists	– Baker Tilly completes reference checks/background checks/academic verification on finalists
On-site Interviews with finalists	– Baker Tilly sends documentation for finalists to the City Selection Committee – The City Council conducts on-site interviews with finalists
Employment offer made / accepted	– The City Council extends employment offer to selected candidate

COMMITMENT TO SUCCESSFULLY DELIVER EXECUTIVE RECRUITMENT SERVICES TO MEET EVANS' REQUIREMENTS

Evans' time is valuable. We will co-develop a timeline to provide the City's executive recruitment services on time.

3. Consulting staff

The City of Evans will collaborate with a consistent team of Value Architects™ who understand your organization and can add value from day one. The combination of your engagement team's state and local government experience and service expertise translates into tangible results for the City.

Aligning key engagement team members with your goals

Your handpicked team of professionals offers a collaborative focus supported by the breadth and depth of our firm's national resources. We believe in strong personal relationships, and this means a personal interest in the City of Evans from some of our most experienced team members. Engagement team members are introduced below and complete resumes are available upon request.

The proposed project team represents experienced professionals who will be working on your City Manager recruitment. As such, we have selected a team of consultants who understand the traits, attributes and characteristics essential to success in this position to meet four specific objectives for your organization. First, this team represents experienced professionals who will directly champion every aspect of your project to a successful culmination. Second, the team brings a range of expertise to identify and classify competent applicants according to your business service requirements. Third, this team brings a national perspective, experience and the knowledge necessary to achieve your established objectives. Fourth, our approach exemplifies our commitment to personal and professional responsibility for the services and outcomes we deliver to Evans.

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR EVANS

Engagement leadership



Edward G. Williams, Ph.D., Director

2500 Dallas Parkway, Suite 300, Plano, TX 75093
+1 (214) 842 6478 | edward.williams@bakertilly.com

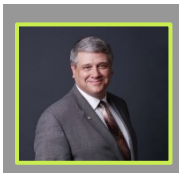
Edward has more than 20 years of collective experience in human resources and organizational development at various levels and across various disciplines including, state and municipal government, community and educational institutions. His areas of expertise include human development, process improvement, workforce planning, executive recruiting, strategic planning, management and leadership development, classification, compensation, benefits administration, performance management, employee recognition, employee wellness and benefits administration. He has served as director of human resources and organizational development, for the City of Missouri City, deputy personnel director for the State of Missouri and training and performance consultant for the Metropolitan Community Colleges Business and Technology Center in Kansas City, Missouri. Edward holds a Ph.D. in Educational Leadership and Policy Analysis from the University of Missouri, Educational Specialist degree in Higher Educational Administration, Master of Higher Education Administration, and Bachelor's in Education from the University of Missouri. He is bilingual and proficient (reading, writing, and speaking) in the Spanish language.

Edward will allocate the necessary time (generally 10%-15%) and will rely on members of our team to ensure the successful completion of this recruitment.

Project experience

Since joining Baker Tilly in 2019, Edward has conducted 32 recruitments. In 2021 and 2022 Edward provided recruitment services for administration positions for five organizations. Edward is currently providing recruitment services for 19 organizations in various stages of completion.

Consulting team



Art Davis, Director

Art is a director in Baker Tilly's executive recruitment practice. He is responsible for managing and conducting executive recruitment engagements for the firm to ensure their integrity, timeliness and adherence to budget parameters. He has more than 30 years of experience in local government, executive recruitment and organizational management. Art has served as a city administrator in Missouri and in other local government positions in Kansas. He specializes in providing executive recruitment and organizational management consulting services for cities, counties and not-for-profits. Art earned a Master of Public Administration from the University of Kansas as well as a Bachelor of Arts, political science and public administration from William Jewell College.

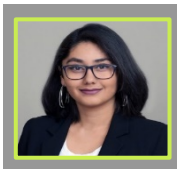


Anne Lewis, Director — Practice leader

Anne co-leads Baker Tilly's public sector executive recruitment team. Prior to joining Baker Tilly, Anne served as an assistant county administrator for a Virginia county, a deputy city manager and an assistant city manager for two Virginia cities. Over the last 17 years, her experience in local government has also included positions as an emergency management deputy director, public information officer, human resources manager, parking authority executive director, housing director, transit director and convention & visitors bureau executive director. She also has had responsibility for parks, recreation and community services, information technology, animal services, general services and legislative programs. She specializes in providing executive recruitment services to local governments and nonprofits. Anne holds a Master of Science as well as a Bachelor of Science from Shenandoah University.

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR EVANS

Supporting team



Cecilia Hernandez, MPA, Senior Recruitment Analyst

Cecilia is a senior recruitment analyst with Baker Tilly's executive recruitment practice. She started as an intern in September 2017. In her role as recruitment analyst, she collaborates with Baker Tilly consultants in the initial screening and vetting of candidates. She creates reports, submits profiles to conduct background checks and verification of their education, and stays connected with candidates throughout the complete recruitment process. Cecilia is experienced in working with local governments. Prior to employment with Baker Tilly, she worked in implementing retention of local government records. Cecilia holds a Master of Public Affairs from the University of Texas at Dallas with a Local Government Concentration and a Bachelor of Science in public affairs from the University of Texas.

EVANS WILL RECEIVE TANGIBLE RESULTS WITH BAKER TILLY

Evans' engagement team members are committed to your success. Their industry experience and service expertise translate into tangible results for the City.

4. References

We are always happy to provide references because it is important for you to talk with the organizations we serve. Our similar client base equals experience-derived insights for Evans.

Demonstrating successful relationships with similar clients

Dr. Williams is the designated project leader for your City Manager executive search. We encourage you to connect with the clients below to learn more about the value of their relationship with Baker Tilly and to verify the quality of work Baker Tilly has consistently delivered to each client as part of these recently completed executive recruitment projects. Each client will offer a unique perspective as you consider your own needs.

400 recruitments

Your engagement team has conducted nearly 400 successful recruitment projects since 2017.

CITY OF CORPUS CHRISTI, TEXAS			
Name	Eyvon McHaney	**Title**	Human Resources Director
Phone	+1 (361) 826 3979	**Email**	EyvonMc@cctexas.com
Services	Recruitment of Director of Community Health (current), Director of Neighborhood Services (current), Public Works Director (current), Director of Parks & Recreation (2022), Human Resources Benefits Manager (2022), Assistant City Manager (2021) and Director of Water Utilities (2021)		

FULTON COUNTY GOVERNMENT, GEORGIA			
Name	Kenneth L. Hermon, Jr.	**Title**	Director of Personnel
Phone	+1 (404) 613 0923	**Email**	Kenneth.Hermon@fultoncountyga.gov
Services	Recruitment of Director of Elections (current) and Clerk to the Commission (2020)		

CITY OF PLANT CITY, FLORIDA			
Name	George Williams	**Title**	HR & Risk Management Director
Phone	+1 (813) 659 4200, ext. 4201	**Email**	gwilliams@plantcitygov.com
Services	Recruitment of Police Chief (2020)		
CITY OF LOUSIVILLE, COLORADO			
Name	Dennis Maloney	**Title**	Mayor Pro-Tem
Phone	(303) 494-9257	**Email**	DennisM@LouisvilleCO.gov
Services	Recruitment of City Manager (2021)		

PROVIDING VALUABLE PERSPECTIVES FROM CURRENT CLIENTS

At Baker Tilly, relationships matter. Our Value Architects™ have a record of successfully enhancing and protecting similar clients' value — resulting in experience-based insights for Evans.

Current administration recruitment projects

LIST OF CURRENT ADMINISTRATION PROJECTS			
Client	**State**	**Project**	**Pop.**
Apex	NC	Assistant Town Manager	58,780
Bath County	VA	County Administrator	4,292
Beaumont	TX	City Manager	118,428
Belle Meade	TN	City Manager	2,912
Belton	MO	City Manager	23,480
Brevard	NC	City Manager	7,900
Buda	TX	City Manager	15,108
Golden	CO	City Manager	20,399
Harrisonburg	VA	City Manager	54,033
Huber Heights	OH	City Manager	40,006
Joplin	MO	Assistant City Manager	50,386
Kinston	NC	City Manager	20,083
La Marque	TX	City Manager	16,627
Overland Park	KS	City Manager	191,278
Port Arthur	TX	Assistant City Manager	53,937
Prince George County	VA	County Administrator	38,353
Shorewood	MN	City Administrator	7,974
Stafford County	VA	County Administrator	136,788

5. Cost

Value means more than simply checking boxes and meeting your requirements. Value means services that lead to meaningful insights and that give the City of Evans and your stakeholders peace of mind.

Delivering a professional fee estimate for the City of Evans

We are excited about the opportunity to work with Evans and have prepared the below fee estimate to meet the City's needs and objectives. Our fees allow for thorough and insightful advice from experienced professionals without unnecessary add-on or startup charges.

The all-inclusive professional fee includes the cost of professional services by the project team leader, the project support staff and all project-related expenses such as advertising, preparation of the recruitment brochure, printing, candidate background, reference and academic verification checks and travel expenses for on-site visits. Baker Tilly is not responsible for candidates travel expenses for travel to client location for on-site interviews. Clients generally handle these matters directly with the finalists.

Baker Tilly will bill for this engagement in four installments: 30% upon execution of this agreement, 30% at Phase I, 30% at Phase II; and 10% upon acceptance of an employment offer by the finalist. The fee is not contingent. If you terminate this engagement before completion, Baker Tilly shall invoice the City for any unpaid portion of the fee.

Feel free to direct all questions regarding the professional fee and project-related expenses to Edward Williams via email at edward.williams@bakertilly.com or via phone at +1 (214) 608 6363.

PROPOSED SERVICES	
Phase I	
Task 1 — Project kickoff; candidate profile; development of marketing, recruitment and outreach strategy	
Task 2 — Acknowledge applications and begin reviewing and classification of all applicants	
Phase II	
Task 3 — Develop and assign Due Diligence Questionnaire, Applicant Questionnaire, One-Way Video Interview questions (customized to each search); review responses; prepare electronic Semi-Finalist Report for client evaluation and selection of potential finalists	
Task 4 — Secure up to ten references; conduct background check that includes, but is not limited to consumer credit, bankruptcy, city/county (criminal), state district superior court, city/county (civil litigation), state district superior court (civil litigation), judgments/tax liens, federal district (criminal), motor vehicle driving record, federal district (civil litigation), academic credentials verification, professional certification verification, social security, sex offender registry, etc.; administer leadership/management assessment, Finalist Report, (resumes, cover letter, Due Diligence Questionnaire, Candidate Questionnaire Response, Reference Report, media presence and social media check report)	
Phase III	
Task 5 — Interview process preparation, invitations, technical support, suggested interview questions; final process/on-site interviews with finalists	
Conclusion	
Assistance and technical support for total rewards (salary and benefits), employment offer negotiation, offer and acceptance by finalist	
TOTAL ALL-INCLUSIVE FEE*	**$26,950**

* **BAKER TILLY MAY CONSIDER A PROFESSIONAL FEE REDUCTION BY 10% FOR SUBSEQUENT RECRUITMENTS**
not to exceed 25% of the proposed cost on any single search during the subsequent 12-month period.

OPTIONAL SERVICES FOR CONSIDERATION	FEE
At your request, Baker Tilly can conduct a web-based community survey to help your organization identify key issues or priorities that your organization may consider as you launch an executive search. Depending on your need, we administer the survey, which your residents, community leaders, employees or designated key stakeholders may complete. Please note that this type of survey may alter the overall project timeline.	**$1,650**
On rare occasions, a client desires the delivery of additional search related services from the Baker Tilly executive search team. Services not included in the proposed scope of services include additional visits by the project team leader to your organization. Baker Tilly will bill Evans at an hourly rate of $220, plus expenses for additional work specifically requested by your organization that is outside of the scope of this project or as described in the proposed scope. Prior to beginning these services, Baker Tilly will prepare and submit a written explanation of the additional services requested and the estimated number of hours required prior to commencing any additional services.	***$220* per hour plus expenses**

Negotiations

If selected, we will provide the City of Evans with our standard engagement terms. Should the City wish to provide alternate terms or proceed on the basis of its own format agreement, we would require the ability to negotiate mutually acceptable terms and conditions prior to executing a final contract.

6. Approach

Our relationship-driven approach is led by a project team who delivers a cost-effective, quality engagement for Evans. We will deliver executive recruitment solutions that address the state and local government industry's underlying complexities and your unique opportunities.

Committing to responsiveness and accessibility

Evans can expect a genuine, meaningful relationship with Baker Tilly throughout the year — not just during the executive recruitment services engagement.

Real-time communication and responsiveness are key to our relationship, and the City will work with dedicated engagement team members who will be available when you need us, where you need us, for as long as you need us. We will resolve your issues quickly and offer timely, forward-looking insight and advice to benefit your organization.

The Baker Tilly executive recruitment process

Our process involves the development of a desired candidate profile, which includes education, experience, credentials, accomplishments, management competence and leadership traits. While we will provide the expertise in terms of recruitment, marketing and outreach, we will rely on the appointing authorities to identify those individuals who best matches the desired profile.

Your recruitment will be national and inclusive in nature, with a candidate pool of diverse, experienced and talented individuals.

We pride ourselves in building, maintaining and continuously improving communication with clients and applicants. As such, the appointing authorities, or designee will have access to the project leader via virtual or telephonic conversations, or emails. Additionally, we provide weekly updates on the status of each recruitment that includes number of applications and specific demographic information about each applicant such as current title, education, years of experience and state.

Task 1: Kickoff, marketing, recruitment and outreach

Our comprehensive recruitment process begins with the development of a detailed marketing and recruitment brochure, which includes specific details, outlined in the candidate profile, which we consider the most important first step in your recruitment process. The candidate profile includes key details such as required and desired education, professional certifications, professional experience, leadership traits and attributes, management style and related personal characteristics. These qualifications may serve as predictive indicators of the success of your next City Manager. The recruitment brochure will also include key information about your city, community and information that captures and conveys the essence of your organization.

To launch the project, the project team leader will meet (on-site or virtually as allowed by established social distancing and stay at home regulations) with City Council or City Selection Committee to discuss your desired and required qualifications and coordinate stakeholder input. During this meeting, we also gather information on your strategic initiatives, goals and objectives, organizational culture, reporting structures and similar information. Additionally, we attempt to understand the overall scope and responsibilities of your next City Manager, including individual and organizational goals. We also attempt to understand the key issues, challenges and opportunities your City Manager will face. Additionally, we gather information about the total reward (compensation and benefits) you offer for this position.

Once we gather all necessary information, we prepare a draft recruitment brochure for your review and approval. We then update the brochure or make your suggested edits or revisions, then launch your executive search. As you can see, the candidate profile is central to our strategy and outreach.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Position profile and recruitment brochure development	– Onsite or virtual interview with the City – Baker Tilly will receive information regarding Evans' budgets, organizational charts, images, logos, etc. – Develop draft documents (recruitment brochure, advertisement, marketing letter and timeline)	2 weeks
Approve brochure, begin advertising and distribute marketing letter	– Brochure sent to the City for final approval – Begin advertising and distribution of recruitment brochure	2 weeks

Task 2: Execution of recruitment strategy and identification of quality candidates

The Baker Tilly project team leader, utilizing the information gathered during Task 1 of our process, also works with the City Council and/or designated staff to develop a broad and far-reaching marketing and advertising campaign. We believe this step enhances our ability to notify and invite potential candidates from a talented and diverse pool of professionals. Our team will also advertise your vacancy in relevant and appropriate national professional publications, membership organizations and known recruitment websites. We further believe that our highly trafficked website, which includes an exclusive location dedicated to highlighting your vacancy, also encourages potential candidates to consider this opportunity.

Our exhaustive marketing, recruitment and outreach campaign includes a national, state, regional or local scope, as you direct. Another important and essential factor that sets us apart from our competition is the ability to customize queries and search our extensive database of former applicants or former candidates in prior searches. Many of the individuals in our database have manifested interest in specific opportunities, organization size or geographic locations. We view this as an additional opportunity to identify a larger pool of potentially great applicants for your position.

During this part of our process, the project team leader will work with the City Council and City Selection Committee to reach consensus on the leadership traits and management style you desire your next City Manager will bring to your organization. Additionally, we identify the qualifications, experience and education you desire and/or require. We then use our proven strategies to identify other key competencies and work values that many organizations would typically associate with individual success in similar positions nationwide.

Each candidate submitting a resume is sent a timely acknowledgement by our team, including an approximate schedule for the recruitment. Throughout the recruitment process, communication is maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and the professional way they are treated during our recruitments.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Execution of recruitment strategy and candidate outreach	– Online data collection and profile development – Development of interactive, searchable applicant database for recruitment of your City Manager – Baker Tilly performs direct outreach to prospective candidates identified in the recruitment strategy – Utilization of extensive applicant database to identify applications and review applicant pool for competencies/demographics	4-5 weeks

Task 3: Screening of applicants and recommendation of semi-finalists

During Task 3, the project team screens each application and compares qualifications (education, experience, etc.) and responses to our customized supplemental questions to determine an overall match to your desired profile. This measure helps us review the overall accuracy and efficiency of our classification and review process. We then narrow the list to a group of 10 to 15 semifinalists for review and identification of four or five finalists (often including an alternate) or the number of individuals you would like to interview and consider.

Another unique aspect of our recruitment process is our use of a proprietary, web-based one-way video interview. Each finalist receives questions which are seen for the first time when the interview begins. Each finalist then has 30 seconds to respond. This tool allows our team to develop a more comprehensive understanding of each candidate's ability to "think quickly." The one-way videos also allow us to evaluate the professional demeanor of each applicant. Our team will provide the City Council, City Selection Committee and others designated with a link to review.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Applicant screening and recommendation of semi-finalists	– Baker Tilly compares applications to the approved candidate profile, developed in our searchable applicant database – Most promising applicants are asked to complete candidate questionnaires and provide due diligence information – Media, internet and social media scan for information pertinent to future employment – Top candidates identified as semi-finalists – Semi-Finalist Report is prepared, including the brochure, master applicant list, cover letter and resume of candidates to be considered – Baker Tilly and the City Council review and rate video interviews	2-3 weeks

	– Baker Tilly sends links to stakeholders to review the aggregate responses and ratings – Project team leader meets with the City Council to review recommended semi-finalists – City Council selects finalists for on-site interviews – Finalists complete candidate management style assessment, responses are reviewed and interview questions are developed	

Task 4: Conducting background checks, reference checks and academic verifications

Once the City Council has identified a list of "Finalists" Baker Tilly begins the process of conducting reference checks, background report checks and academic verifications. We then prepare a Confidential Reference Report to complete our research and understanding of each applicant's qualifications, management style, leadership traits or characteristics and professional work performance.

BACKGROUND CHECKS WILL INCLUDE INFORMATION FROM THE FOLLOWING AREAS:	
– Consumer credit	– Bankruptcy
– City/county – criminal	– State district Superior Court – criminal
– City/county – civil litigation	– State district Superior Court – civil litigation
– Judgment/tax lien	– Federal district - criminal
– Motor vehicle driving record	– Federal district – civil litigation
– Educational verification	– Sex offender registry

To ensure the overall quality standards of our process, we require a minimum of 10-15 business days between the time you identify finalists for interviews, (onsite or virtual) and the time we are able to provide you with our Final Report which includes all information gathered throughout the process.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Design final process with the City for on-site interviews with finalists	– Baker Tilly confirms interviews with candidates – Travel logistics are scheduled for candidates	1-2 days
Background checks, reference checks and academic verification	– Baker Tilly completes background checks, reference checks and academic verifications of finalists	2-3 weeks

Task 5: Final interview process

Upon completion of Task 4, we will work with your City Council and City Selection Committee to develop the final interview process. We customize the process according to your needs and desired outcomes, functions of the position, preference and directives. This may include steps that are important to you, our client. As such, the final interview process may include meetings with the department heads and the opportunity for a meet and greet with community members. Recognizing the impact of national, state or locally imposed restrictions in response to the COVID-19 Pandemic, we work with your organization to adjust all aspects of our process as you deem necessary and appropriate.

Prior to the interviews we provide documentation on each of the finalists, highlighting leadership and management profile (Gap Analysis) and a summary of our comprehensive/customized reference checks, background report checks and academic verifications. In addition, the Final Report will include guidelines for interviewing the candidates, suggested interview questions and a candidate assessment process for your interview panel(s).

The project team leader will be available during the final interview process to answer questions about the candidates and, if requested, assist with the final evaluation of the candidates.

If requested, we will assist the City with the development of a compensation package and related employment considerations and assist with the negotiation of an employment agreement as directed by the City Council and coordinated with the City Attorney and the Human Resources and Risk Management Director.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Final Report prepared and delivered to the City	– Final Report is prepared including brochure, schedule, cover letter, resume, candidate questionnaire, suggested interview questions, candidate assessment form and management style probing questions	1 day
On-site interviews with finalists	– Interviews are scheduled – Recruitment project team leader attends client interviews and is available to participate during deliberations of candidates	1-2 days
Offer made/accepted	– If requested, Baker Tilly participates in candidate employment agreement negotiations – Baker Tilly notifies candidates of decision – Baker Tilly confirms final process close out items with Evans	1-2 days

Tasks to be performed by Evans' staff

Baker Tilly requests a commitment by City officials to meet with the recruitment project team leader during the initial and subsequent visits, and to provide the information requested during and prior to the Consultant's visits for the purposes of marketing the position to prospective qualified candidates.

Baker Tilly requests that the City designate a staff member to serve as our primary point of contact throughout the recruitment. We will ask this person to provide requested information, arrange meetings and serve as the point of contact for progress reporting, provide information needed for each recruitment, such as salary and benefits information, and respond to questions as needed. Also, as part of the interview process, we recommend that department heads be available to meet with finalists and that key personnel be available to assist in providing a tour of the community.

Evans would be responsible for organizing the on-site interview process, but always with best practice suggestions provided by the recruitment project team leader, if requested. As identified in the separate Fee Proposal, the City would be responsible for all travel related expenses incurred by candidates for on-site interviews and should be managed directly by the City and would not be the responsibility of Baker Tilly This recruitment process is considered a turn-key process to identify qualified and outstanding City Manager candidates for the City. Any other responsibilities relating to both Baker Tilly and the City, such as submittal of invoices, payment terms and all other anticipated interactions are detailed in various sections of this proposal.

Our strategy for recruitment of diverse candidates

Our corporate core values and work environment reflect our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. We have established strong and credible networks with minority and female leaders nationwide. In addition, we are corporate members of the National Forum for Black Public Administrators (NFBPA) and the Local Government Hispanic Network and are on their National Corporate Advisory Council. We participate in their membership events on a regular basis.

To that end, we take responsibility for diversity in our organization, our recruitment strategy and our candidate pools. In every recruitment, we use our established networks to make direct and personal contacts with prospective minority and female candidates and encourage them to consider Evans' City Manager opportunity. Because of our performance record in presenting a diverse applicant pool, these prospective candidates know that the Baker Tilly executive recruitment team will fairly consider each application based on qualifications and the established profile.

Baker Tilly is committed to ensuring equitable participation in our business and employment opportunities without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status or sexual orientation. As a leader in the executive recruitment industry, we take positive actions to prevent and to remedy any discriminatory effects of business and employment practices.

Triple guarantee

We define the success of a smooth, seamless, effective and responsive executive recruitment that culminates with the hiring of an accomplished City Manager who matches the profile we developed to this end. We further define success by the identification and presentation of an acceptable number of well-qualified applicants for the City Selection Committee to interview.

While we believe in the overall success of our process, we also recognize that unusual circumstances will invariably emerge. Therefore, we offer an industry leading triple guarantee.

1. First, we commit to conduct your recruitment until you have selected a finalist and made an appointment for the fees and tasks quoted in this proposal. In the event you are unable reach an employment agreement with one of the individuals presented as finalists, Baker Tilly will identify and present a second supplemental group of qualified applicants for you to consider until you select a finalist.
2. Second, we guarantee your executive recruitment for **12 months** against separation (voluntary or involuntary), which means that if you end the employment relationship (with or without cause) or the finalist resigns (for any reason) we will repeat the executive search at no additional professional fee but will include project-related expenses. *Please note that candidates appointed from within your organization do not qualify for this guarantee. Furthermore, this guarantee is subject to further limitations and restrictions of your state laws.*
3. Baker Tilly will not directly solicit any candidate selected under this agreement, for any other position, while the candidate remains in your employ.

7. Early termination

The proposed fee is not contingent. We pledge to stay with this recruitment until the city council identifies and selects a finalist. Should the City end the process prior to selecting a finalists, we would bill the city for any unbilled portion of the total fee.

8. Sample materials

Following is a sample brochure designed and used to support a recent executive search for the City of Louisville.



CITY MANAGER

CITY OF LOUISVILLE, COLORADO

bakertilly

PUBLIC SECTOR EXECUTIVE RECRUITMENT

THE COMMUNITY

Established in 1878, Louisville retains connections to its modest mining and agricultural beginnings, while continuing to transform into one of the most livable, innovative, and economically diverse communities in the nation. Covering nine square miles, Louisville has a population of 20,867 residents and is located in Boulder County, about six miles east of Boulder and twenty-two miles northwest of Downtown Denver. 72% of Louisville residents have a Bachelor's or higher degree, contributing to a median household income of $109,797.

Louisville is a small town with big ambitions as one of the nation's leaders in economic and environmental sustainability. The City owns, either alone or in conjunction with other governmental entities, approximately 2000 acres of designated open space. Throughout the community, there are also 29 parks and over 32 miles of interconnecting trails for biking and hiking. These neighborhood trails connect Louisville to a larger network of trails along U.S. HWY 36 and other major regional roadways enabling residents to savor the natural beauty of the entire northern metro area within minutes.

In addition to the many outdoor recreational opportunities, Louisville residents have access to arts and culture, sports, great restaurants, and the state's third highest ranked school district. In the City's 2020 Citizen Survey, 99% of survey respondents rated Louisville as a place to live as excellent or good and 98% rated its quality of life as excellent or good. Residents and visitors can experience a vibrant, authentic Main Street that includes extensive outdoor dining; a thriving craft beer industry; Bon Appetit magazine's best new bakery; a historical museum; landmarked homes and public buildings; art galleries and boutiques; an in-season farmers' market; live music venues; and a state-of-the-art library. Community events are numerous and fun, including assorted 5K and 10K runs, bike races, outdoor music concerts, art walks, and seasonal festivals.

The proximity to The University of Colorado and the Colorado School of Mines as well as several national laboratories, including NOAA, NIST, and NCAR, has spawned a robust, high-tech business and manufacturing presence in Louisville's Colorado Tech Center, a master planned business park. Employees in the Colorado Tech Center can work on the nation's next space shuttle, exercise at the nearby climbing gym, and then enjoy a craft brew down the street.

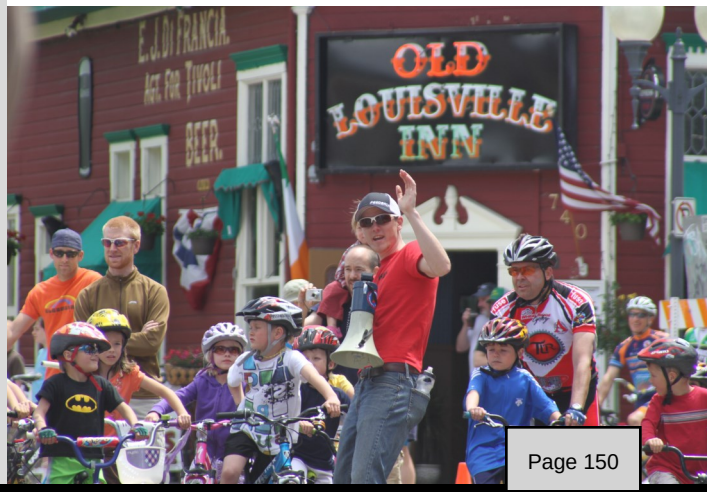
Nestled near the gorgeous Rocky Mountain foothills, Louisville is perennially ranked as one of the best small towns in the United States for its outstanding quality of life. As Money magazine noted, "Add in dry, clear weather, little crime, good health care, low taxes, and Louisville is pretty tough to beat."

For more information, visit https://www.louisvilleco.gov/home









THE ORGANIZATION

The City of Louisville operates under the Council-Manager form of government and is a home rule charter city. The non-partisan City Council consists of the Mayor, elected at-large, and six council members, elected from three wards. Terms of office are four years and limited to two terms. Ward representative elections are staggered, with elections happening in odd-numbered years.

The City designed its structure and operations to ensure an open and responsive government that integrates a highly dedicated staff, thoughtful elected officials, an involved citizenry, diverse businesses, and regional cooperation to provide high-quality and cost-effective services. Louisville provides a wide range of services to residents and businesses including water and sewer; police protection; planning, zoning, and building safety; street and road maintenance; parks, open space and recreation; a library; a historical museum, and a golf course. Louisville employs 200 full-time employees and 225 part-time and seasonal employees. The FY2021 General Fund Budget is a program-based budget and totals $22.8 million. The city has placed a $51M debt and tax increase question on the 2021 ballot for future transportation improvement projects. For more information about the City of Louisville, https://www.louisvilleco.gov/

VALUES

- *Innovation* Leading and embracing change and transformation through creative thinking, diverse perspectives, learning, and continuous improvement.
- *Collaboration* Proactively engaging colleagues and other stakeholders in developing solutions through open communication. Fostering a culture where every employee feels valued, supported and inspired to achieve both common and individual goals.
- *Accountability* Fulfilling our responsibilities, owning our actions, and learning from our mistakes.
- *Respect* Treating people, processes, roles, and property with care and consideration. Celebrating differences and encouraging authenticity.
- *Excellence* Doing our best work by building on our individual and collective strengths. Exceeding expectations with responsive, efficient, and effective customer service.

VISION

A vibrant, healthy community with the best small town atmosphere





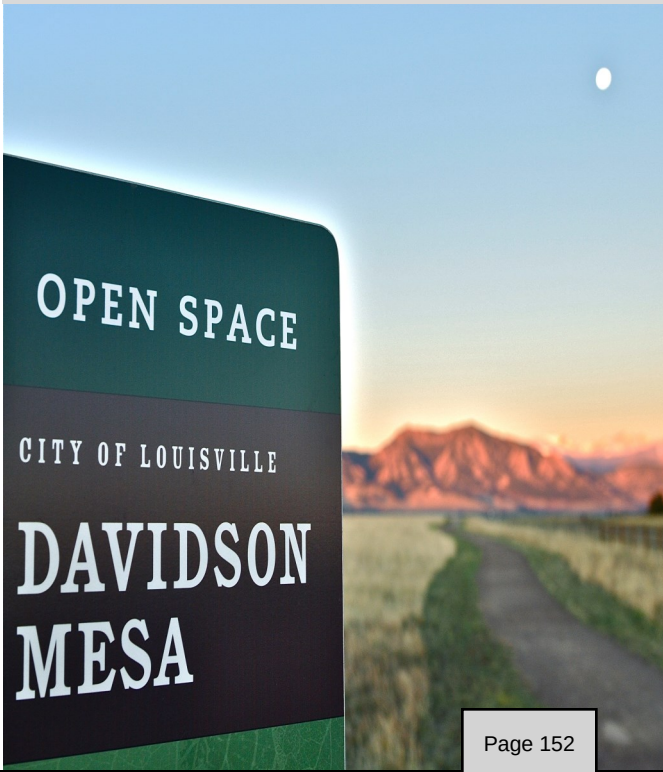
THE CITY MANAGER

The City Council appoints the city manager, city attorney, the municipal judge, the prosecuting attorney, and the members of 15 separate boards and commissions. The City Manager serves as the chief administrative officer, who implements council policies, provides organizational leadership and manages the delivery of city services, programs, initiatives and the day-to-day business operations of the city including Public Works, Police, Parks and Recreation, Planning and Building Safety, Human Resources, Library and Museum Services, City Clerk, Finance, Information Technology, and Economic Vitality.

The new city manager will have a unique opportunity to evaluate current staffing levels and service delivery efficiencies, and then lead an initiative to enhance existing talent levels within the organization and work collaboratively with key stakeholders to plan and deliver excellent city services. The city manager will also lead, supervise and manage service delivery in all city departments, programs and services according to "best practices" and consistent with city council directives. The city manager will also provide professional consultation to assist the city council in making informed decisions regarding city operations and policy matters and will coordinate, submit and administer the city's annual budget, capital improvement plan and long-term financial management plan, while addressing the issues and concerns of citizens, businesses and institutions as they may relate to the city's planning, operations and governance. With the support of a deputy city manager, a $2,808,340 annual departmental budget and eight (8) department directors, the city manager keeps the city council informed on a regular basis of all cities affairs and is visible in the community.

Success Factors

- *Engaged Community*
- *Vibrant Economic Climate*
- *Financial Stewardship and Asset Management*
- *Quality Programs and Amenities*
- *Healthy Workforce*
- *Reliable Core Services*
- *Collaborative Regional Partner*
- *Supportive Technology*



DESIRED CAPABILITIES

The City of Louisville desires to hire an energetic professional who relishes challenging situations, enjoys a diverse range of opinions, and has an unwavering commitment to public service. The next city manager will be an effective communicator, comfortable interacting with all audiences, especially elected officials, businesses, and an informed and engaged citizenry. He or she needs to understand and collaborate on the technical, economic and political aspects of complex issues and be able to frame and clearly articulate alternative recommendations for consideration. The next city manager will be an approachable leader and experienced at using creativity to build and maintain partnerships with government, private, and nonprofit organizations throughout the region. The ideal candidate will inherit a hard-working group of employees and a need to bring departments together to solve issues and bridge the gap between policy and administration. The new city manager will be a perceptive and strategic thinker, with an ability to inspire and motivate, focusing the organization on its future vision to guarantee Louisville's long-term success.

DESIRED ATTRIBUTES AND CHARACTERISTICS

- Ability to lead by example and hold others to high standards of service delivery excellence;
- Ability to inspire actions in the pursuit of the organizational strategy and initiatives;
- Ability to speak publicly in an engaging and informative style;
- Ability to understand, prioritize and effectively manage city council priorities and expectations;
- Ability to demonstrate and appreciate continuous learning and professional development;
- Commitment to actively and continuously build leadership and management skills;
- Ability to connect and relate to individuals at all levels within the organization and community; and
- Possession of outstanding communication and presentation skills.

EDUCATION AND EXPERIENCE

A bachelor's degree in public administration, finance, business administration, or a closely related field from an accredited college or university and a minimum of five (5) years related experience (department director, assistant city manager or city manager) in a similar or larger organization required. A master's degree and city management credentials, such as the International City Management Association Credentialed Manager or similar designation is desired but not required. The City Charter requires residency within the city's corporate limits within six months of employment.

COMPENSATION AND BENEFITS

The City of Louisville offers a competitive total rewards program that includes a base salary range of $186,067 - $218,903 depending on experience and qualifications. Additionally, the city offers a $525.00 monthly vehicle allowance, and a $50.00 monthly cell phone allowance, and a robust benefit package that includes medical insurance (DHMO, HDHP with HSA or Triple Option POS Plan), dental insurance, vision care, Flexible Spending Accounts, basic life insurance, short- and long-term disability coverage, retirement program (401a), deferred compensation (457 and/or ROTH IRA), paid leave bank, family medical leave bank, computer loans, tuition reimbursement program, and employee assistance program.

City of Louisville
COLORADO • SINCE 1878

APPLICATION PROCESS

We invite qualified professionals to visit our application portal, create a profile, submit a cover letter and resume and allow us the opportunity to review your credentials and consider your qualifications for this outstanding career opportunity:

https://bakertilly.recruitmenthome.com/postings/3129

Application review begins on Monday, October 25, 2021. Following the first review date, we will evaluate all applications against the posted qualifications, and may extend invitations to submit additional information, including due diligence questionnaire, written questionnaire, references, and a formal interview (virtual or in-person) to a select few. This announcement will remain posted and we will continue to accept applications until the city reaches an agreement with a finalist. For more information, please email Edward Williams at edward.williams@bakertilly.com or call (214) 842-6478.

The City of Louisville, CO is an Equal Opportunity Employer and values diversity at all levels of its organization.







City Managers Weekly City Council Update July 5, 2022

Communications

- Staff produced Evans Express
- Staff organized website meetings with various departments
- Staff managed social media notifications and promotions

Finance

City of Evans, Colorado

SALES TAX COLLECTIONS
FOR THE PERIOD ENDED APRIL 30, 2022

	YTD - April 2022						
Tax Category	Actual-CY	Actual-PY	Budget	Variance CY vs. PY	% Variance	Variance CY vs. Budget	% Variance
Base	655,785	603,280	659,441	52,505	9%	(3,656)	(1%)
Convenience/fuel	90,477	103,484	103,542	(13,007)	(13%)	(13,065)	(13%)
Industrial	322,432	54,147	59,946	268,285	495%	262,486	438%
Motor vehicle	590,716	561,912	563,036	28,804	5%	27,680	5%
Online Sellers	379,785	241,352	290,391	138,433	57%	89,394	31%
Restaurant	184,445	178,963	186,905	5,482	3%	(2,460)	(1%)
Storefront retail	607,553	601,114	549,113	6,439	1%	58,440	11%
Utilities	311,086	275,096	254,472	35,990	13%	56,614	22%
General Fund	3,142,279	2,619,348	2,666,846	522,931	20%	475,433	18%
Food home	484,265	390,635	422,005	93,630	24%	62,260	15%
1% Road tax	1,041,887	863,380	886,390	178,507	21%	155,497	18%
Grand total	4,668,431	3,873,363	3,975,241	795,068	21%	693,190	17%

	Current month - April 2022						
Tax Category	Actual-CY	Actual-PY	Budget	Variance CY vs. PY	% Variance	Variance CY vs. Budget	% Variance
Base	142,081	140,575	165,390	1,506	1%	(23,309)	(14%)
Convenience/fuel	22,972	29,000	25,969	(6,028)	(21%)	(2,997)	(12%)
Industrial	93,390	9,299	15,035	84,091	904%	78,355	521%
Motor vehicle	138,677	158,419	141,212	(19,742)	(12%)	(2,535)	(2%)
Online Sellers	90,163	63,844	72,831	26,319	41%	17,332	24%
Restaurant	50,423	49,343	46,876	1,080	2%	3,547	8%
Storefront retail	160,109	156,565	137,720	3,544	2%	22,389	16%
Utilities	68,739	62,333	63,822	6,406	10%	4,917	8%
General Fund	766,554	669,378	668,855	97,176	15%	97,699	15%
Food home	125,977	98,140	105,840	27,837	28%	20,137	19%
1% Road tax	255,390	220,168	222,310	35,222	16%	33,080	15%
Grand total	1,147,921	987,686	997,005	160,235	16%	150,916	15%

Industrial tax category really stands out

The Industrial category picked up dramatically starting in late 2020, and continues to grow in the current year. Oilfield services is the primary business activity for companies in this category. Industrial tax collections of this magnitude were last seen in the 2015 year.

Looking at the top table for YTD, General Fund exceeds PY by $523K (20%), and Budget by $475k (18%). Both Food and Road taxes have favorable variances; and total tax is $795k higher than PY and $693k higher than Budget.

Convenience/Fuel is the only category that is trailing prior year. The industrial category is showing the greatest favorable variance over both PY and budget. Online Sellers continues as the primary growth category by dollar value, and is performing very well with $138k favorable variance over PY and $89k favorable variance over Budget. The remaining categories all have favorable variances over PY.

Looking at the middle table for the April month, General Fund exceeds PY by $97k (15%), and Budget by $98k (15%). As with YTD, the April month is favorable for Food and Road taxes, and continues with significant percentage increases over PY and Budget.

Compared to PY, all categories for the April month except Convenience/Fuel and Motor Vehicle are up, with Industrial showing the greatest increase of $84k, which is 904%. Motor Vehicle was low for the April month, however on a YTD basis MV is outperforming all prior years. Low vehicle inventory appears to be a major factor for this category in April, and we may see that going forward as well.

Compared to Budget - we're pretty close for most categories. Base, Convenience/Fuel, and MV have unfavorable variances and all other categories are favorable.

Human Resources/Risk Management

- Staff held monthly Safety training. Topic included Commercial Motor Vehicle Cargo Securement. Staff learned appropriate securement methods and proper selection of tie-down apparatus.

Planning

City of Evans Land Use Applications

Name	Case #/Status	Acres	Location	Brief description	PC	CC	CC
Submitted Applications, complete and processing							
Grapevine Hollow, Outlot 11	Final Plat Amendment; 5/15: Application package is incomplete, waiting for applicant to provide mapping package; 7/6: Mapping package provided, out for referrals; Staff comments provided 8/13; Resubmittal was made on 11/11 and staff comments were provided on 1/7/22 and 4/8/22; Submittal provided on May 9 - circulating for referral comments	<1	Chardonnay and Laguna Street/ Court SE corner	Subdivide Outlot 11 (former oil and gas site)	NA	TBD	DA - TBD
Lujan Industrial Use	Site Plan or Special Use Permit, 5/24: Waiting for 2nd Submittal.	20+/-	49th Street & 23rd Avenue	Industrial use without a land use pemrit	Tentative 5/24	Tentative 6/21	Tentative 6/21
Kuntz Industrial Use	Change of Zone, replat and Special Use Permit- completeness review finished 12/10/21. City waiting for 2nd Submittal.	20+/-	49th Street & 23rd Avenue	Industrial use without a land use pemrit	TBD	TBD	NA
FNBO Minor Replt	Minor Replat to create parcel lines around ATM Machine, City waiting for final comments to be addressed.	<1	north side of 37th Street and west of 35th Ave	Proposal to create two lots with the replat.	Administrative		NA
Moffat Glass Special Use Permit	Special Use Permit - proposal to allow for retail, extensive land use with manufacturing and warehouse as accessory uses.	2	Northwest of W. Service Road &36th St.	Proposal to bring a non-conforming property into compliance & to allow for a retail, extensive land use.	6/28/2022	TBD	
Bunting Disposal Special Use Permit	Special Use Permit - proposal to allow for outdoor storage, office, and an off-street parking lot.	4	North of 35th Street, west of State Street	Proposal to bring a non-conforming property into compliance & to allow for outdoor storage & office uses	TBD	TBD	
4635 Industrial Pkwy (Duran)	Redevelopment Plan, in review	<1	4635 Industrial Parkway	Proposal to amend the existing Site Plan to add additional off-street parking spaces for truck parking.	NA	NA	NA
1010 36th Street (Navarro)	Site Plan, 1st Submittal comments sent to applicant.	<1	1010 36th Street	Proposal to bring a non-conforming property into compliance for a, retail-intensive, classroom, and art studio (taxidermy), and office.	NA	NA	DA - TBD
Saddleback at Tuscany	Change of Zone to rezone portions of the PUD to allow for R-3		Northeast corner of 47th Ave & 37th Street	Change of Zone to allow for R-3 zoning across the entire development.	TBD	TBD	TBD
Hunt Brothers Properties and Asphalt Specialties	Site Plan for Gravel Mining and Asphalt Batch Plant	100+	WCR 396 at 35th Ave south of River	Administrative Site Plan to allow gravel mining and an asphalt batch plant in the I-3 Zone District	NA	NA	DA - TBD
Former Dahl Plumbing Redevelopment Plan	Redevelopment of a parcel of land, 1st Submittal Comments sent to application.	<1		Redevelopment Plan	NA	NA	NA
Dennis Johnson Special Use Permit	Special Use Permit for a parcel in Industiral Park for outdoor storage and fence manufacturing company	1	Industrial Parkway and 43rd Ave	Special Use Permit, DA	TBD	TBD	TBD
Liberty Draw (Baessler/ Wiedeman)	South of 37th Street, 500' west of 35th Avenue	80+	South of 37th St, 500' west of 35th Ave	Annexation/Zoning; Re-Zoning; Preliminary Plan; Metro District Service Plan	6/28 & 7/26 PC	July - September	July - September

4625 Industrial Parkway Special Use Permit	Special Use Permit for a parcel in the Industrial Park to allow for office, industrial facility, manufacturing, recreational vehicle storage, repair shops, retail, warehousing, and outdoor storage uses.	2.7 acres	South of 42nd Street, west of Industrial Parkway.	Special Use Permit, DA	NA	NA	TBD
Jose Arellano Annexation/ Zoning	Annexation and concurrent zoning to 85-RC-R	<10	Brantner Road & West Service Road	Annexation and Zoning	8/23/2022	9/20/2022	10/4/2022
Jose Arellano Special Use Permit	Automotive uses, bring property into compliance	<10	Brantner Road & West Service Road	Annexation and Zoning	TBD	TBD	TBD
Submitted Applications, incomplete pending full submittal by applicant							
Go-Kart/Fun Plex			42nd Street & SH 85		TBD	TBD	TBD
Approved Land Use Applications. Pending applicant's delivery of Conditions of Approval, execution of a Site Improvements Agreement or a Development Agreement, and Recording, etc.							
Village Park Apartments	20-SPR-04; Comments provided, waiting on applicant's response and a final landscape plan; conditionally approved without complete submittal	<1	1655 37th St	Applicant to address Conditions of Approval and provide final Site Plan package.			
Idaho/Denver at 42nd Street	Boundary Line Adjustment and engineering review; DRT 4/14/21. DA needed. Held meeting with property owner re engineering requirements for in-fill project 5/5/21; 8/30: Applicant is looking for alternatives, staff has provided concepts to pursue	<1	42nd and Idaho	Consolidation of 14 old town lots into 10 lots for infill development	NA	NA	TBD

- Planning Commission met on June 28, 2022 to hear three land use applications.
- The Land Use Code update is in process. Housing is the first topic of discussion. A joint work session with Planning Commission and Council will be held on August 16 to discuss implementation of the vision and values found in the Master Plan into the Land Use Code.

Water Conservation	
Engineering	• 47th Avenue – Work is progressing on the installation of the irrigation, and landscaping. • Greeley-Evans IGA renewal. Staff is preparing a presentation to Council. The presentation will highlight priority items to be considered as well as portions of the IGA staff is recommending revisions and/or clarification. Following Council consideration, staff will organize a series of work sessions with Greeley staff to complete a draft of the updated IGA. • Allo Franchise Agreement, License Agreement, and Wireless code amendment. Staff is working with the City Attorney to review working documents. • Palomino/Human Bean/Sonic entrance are complete. • East Side Storm Sewer –Design continues with a scheduled submittal to UPRR for permitting in late July. • Lagoon Decommissioning – Staff is working with L4/Almita to complete the overflow pond successfully and the project wrapped up by the end of the summer. The Lagoon decommissioning work is mostly complete after the recent completion of the final grading and seeding of the overall area. • Evans Industrial Park Storm Drainage Master Plan – Staff sent comments to the consultant the week of 05/09/2022. Awaiting schedule for completion from consultant. Mueller is reviewing our comments. • 37th Street Widening Ph 1 –CDOT has approved the ROW plans and the plans. It has been decided to postpone advertisement until the end of 2022 to complete the project in one construction season rather than have to shut down over the winter and complete the landscaping in 2023.

- 37th Street Widening Ph 2 – Plans are nearly complete, and staff is working to acquire the rest of the ROW by the end of 2022. Construction is scheduled for 2024.
- 37th Street Widening Ph 3 –A change order for additional work associated with Ph 3 will be presented to City Council on 07/05. Staff is coordinating the project with other development work happening in the area.
- 37th Street Widening Ph 4, Arrowhead to 47th Ave – the design team will continue work on this section of the project beginning after bid advertisement for phase 1.
- Greeley Water Customers Transfer to Evans – Staff is working to coordinate a time to complete the last meter transfer.
- Wiedeman Irrigation Line Purchase & Carriage Agreement – Working with Mike to close on purchase.
- Staff continues to assist Planning in determination of potable and non-potable water dedication requirements for several projects.
- 2021 Waterline Design Projects
    - State Farm - Plans are ready and will be put on shelf pending budget availability to do the work.
    - 35th Street – Design is proceeding as we have final alignments for the ESSS and will coordinate the plans for both projects.
    - 37th Street – Additional geotech work is complete and the design team is currently looking at boring options.
    - Construction of these projects is pushed off until 2023 at the earliest depending on budget.
- Idaho Street – DeFalco continues working on concrete flatwork slowly because of concrete supply issues. Staff requested and received a 90-day extension on the project from Weld County CDBG because of the supply delays.
- 23rd Avenue Widening – All ROW has been obtained. Bids were received on 5/27 and the contract was awarded to Mountain Constructors in June. A preconstruction meeting is scheduled for July 8th and construction will begin after that.
- 2022 Road Maintenance
    - Crack Seal Project is completed.
    - Concrete replacement working on Priority 8 at Chappelow Commercial Center driveway approaches.
    - ECC Concrete Sidewalk Replacement Project completed.
    - Asphalt Mill and Overlay Project began this week with 37th Street and Tuscany Street milling and paving.
    - Asphalt Patch Project continues to progress
    - Asphalt Surface Treatment Project was awarded on June 20th and will begin soon.
    - Pavement Marking Project was awarded on June 20th and will begin soon.
- Small projects
    - The inlet deck and storm sewer pipe at the NW corner of 35th Avenue and 37th Street has been repaired.
- 2022 Wastewater Utility Master Plan- A kick-off meeting was held with the consultant on 5/31 and they are underway with the project.
- Evans Ditch Trail Design – staff is working with Landmark EPC to update the plans they prepared about 10 years ago and create plan package for trail construction for when budget or grant money becomes available.

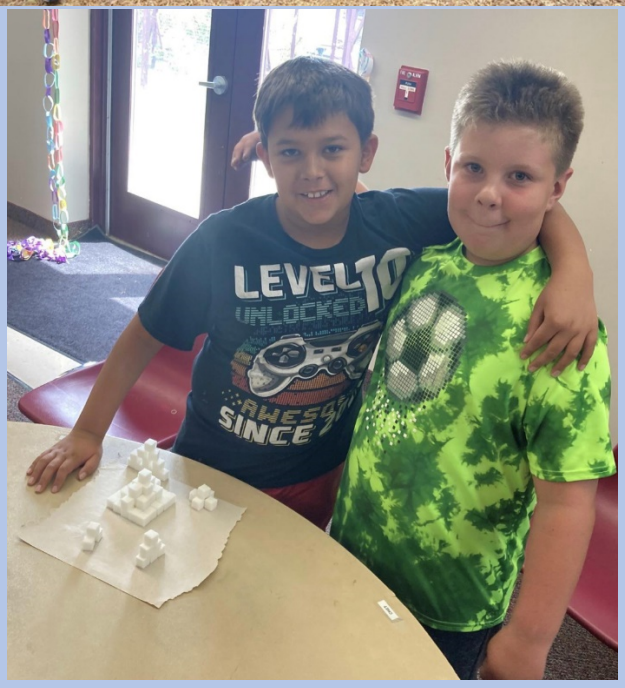
	• East Evans Storm and Road – Staff is working with CivilWorx to design 3 separate projects in Evans that are extensions of the Idaho Street project with the plan to have 3 shovel ready projects for potential grant applications or local funding as budget becomes available in the stormwater and street funds.
Police	• Officers held another Teen Police Academy at the City Complex. Classes included distracted driving (with the golf cart), traffic stops, a crime scene, and radar/lidar. A fun week had by all! 



Parks	• Staff continue mowing all turf, right-of-way, and open space on City owned properties. • Staff continue to spray weeds and performing some mechanical weed mitigation at various locations. • The contracted weed control continues as weather permits. • Staff continue to prepare ballfields for recreation programs. • Staff assisted the Water Distribution Division with the recruitment process by participating on the interview panel. • Staff continue to adjust, repair, and replace irrigation components throughout the systems city wide as needed. • Staff attended an afternoon of training administered by Front Range Compliance Services LLC.
Wastewater Operations	• Staff performed repair maintenance on the chemical feed pump for the Non-Potable system at the treatment plant. • Staff continue to perform preventative maintenance hydro cleaning and CCTV inspection of the sanitary sewer lines in the Sundown, Sunny View, and State Farm neighborhoods. • Seasonal grounds and irrigation system maintenance is ongoing. • Staff collected and transported effluent and river samples to Commerce City for analysis. • Staff repaired a failed check valve for the sump pumps in the basement of the SPPS building. • Staff performed repair maintenance on a return activated sludge pump. • Staff performed repairs on a floating mixer in the wasting lagoon and put it back in-service. • Staff continue to maintain the pumps that are draining the out of service aeration train and clarifier.

PW Operations	• Staff worked to repair potholes on 42nd St., Denver St., and 39th St. • Staff continues to mow detention ponds and ROW's. • Staff picked up furniture and trash from 54th St. Rd. • Staff graded 43rd St. and 44th St. • Staff replaced stop sign at the west entrance to Walgreens • Staff will begin spraying for mosquitos 6/30 • Staff irrigated approximately 23 water accounts serviced by the Evans Ditch on the east side of town throughout the week. • Staff responded to or addressed approximately 12 work orders related to water quality issues. • Staff worked with a contractor to service the recirculation pump in the pump station at the Tuscany subdivision and repairs will be made under warranty. • Staff continue with the recruitment process in the Water Distribution Division.
Recreation	• Day Camp has completed 5 of the 9 weeks of camp so far and man have they packed in the activities. From relay races to slime and kinetic sand, from visiting a petting zoo to spending time at Evans' parks and library, the kids have been busy bees! Next week the facility will be quiet as they are all on "vacation" but starting July 11, they'll be back and ready to go! 




LEVEL 10
UNLOCKED

- Fall sports registration is going on now.







The countdown to Heritage Day has begun- 78 days away!

City of Evans, Colorado

THE CITY OF EVANS PRESENTS

HERITAGE DAY

SATURDAY, SEPTEMBER 17, 2022

8:30 - 10:30 AM | CITY PARK

11 AM - 9 PM | RIVERSIDE PARK

Music, food, and family fun!





Evans Heritage Day

SATURDAY, SEPTEMBER 17

CITY PARK

3929 GOLDEN STREET

8:30 - 10 am | Pancake Breakfast
for first 500 in line
9 - 10 am | Patrick Hesse
(covers from the '60s to present)
10 - 10:30 am | Parade

SPONSORED BY:

PDC ENERGY

BANK OF COLORADO | BILTRITE SIGNS

RIVERSIDE PARK

4000 RIVERSIDE PARKWAY

11 am - 7 pm | Amusements and Vendor Fair
11 am - 8:30 pm | Food Trucks and Beer Garden
11 am - 12 pm | DJ Lil Coop
12 - 4 pm | Live Entertainment
3 - 5 pm | Pictures with Superheroes and Princesses
4:15 - 4:45 pm | Princess Sing-along
5 - 6:30 pm | Lendon James & the Highway 34 Band *(country music)*
6:30 - 7 pm | DJ Lil Coop
7 - 8:30 pm | JV3
(90s pop-rock tribute band)
8:30 pm | Fireworks

www.evanscolorado.gov | heritageday@evanscolorado.gov