



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, November 04, 2024 at 7:00 PM

MISSION STATEMENT: Enhancing the quality of life of our residents, businesses, and visitors through community focused leadership.

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

1. Small Business Day Proclamation
- [2.](#) Lung Cancer Awareness Month
- [3.](#) Proclamation - Jason Elkins, Public Works Director

PUBLIC COMMENT

Members of the audience are invited to speak at the Council meeting. Public Comment is reserved for citizen comments on items not contained on the Public Hearing portion of the agenda. Citizen comments are limited to five (5) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position.

CONSENT AGENDA

The Consent Agenda is a group of routine matters to be acted on with a single motion and vote. Council or staff may request an item be removed from the Consent Agenda and placed on the Regular Agenda for discussion.

- [4.](#) October 21, 2024 Meeting Minutes
- [5.](#) Second Reading: Ordinance 2024-261: An Ordinance Amending Section 7-149 Of The Johnstown Municipal Code To Prohibit The Sale Of Dogs And Cats In Public Places
- [6.](#) Ordinance 2024-260, Second Reading, Approving R-2 Zoning, with Modifications and Restrictions, for The Blue Spruce Ridge Annexation
- [7.](#) October 2024 List of Bills
- [8.](#) Contract to Buy and Sell Real Estate (Letford Property)

TOWN MANAGER REPORT

- [9.](#) Town Manager's Report

TOWN ATTORNEY REPORT

The Community that Cares

OLD BUSINESS

NEW BUSINESS

- [10.](#) Contract Award Little Thompson River Pedestrian Bridge Construction

PUBLIC HEARING

- [11.](#) Subdivision Case No. SUB23-0021 which includes a Preliminary Plat and Change of Zone for Waggoner Farm
1. Ordinance 2024-262 Approving MU-NC Zoning for Waggoner Farms
 2. Resolution 2024-48 Approving a Preliminary Plat for The Waggoner Farms Subdivision
- [12.](#) 2025 Proposed Budget - Public Hearing

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

EXECUTIVE SESSION

13. An executive session to discuss matters subject to negotiations and to instruct negotiators pursuant to C.R.S. Section 24-6-402(4)(e) - Project Leo
14. An Executive Session to Receive Legal Advice From the Town Attorney Pursuant to C.R.S. Section 24-6-402(4)(b) Regarding Termites
15. An Executive Session to Receive Legal Advice From the Town Attorney Pursuant to C.R.S. Section 24-6-402(4)(b) Regarding Eminent Domain

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

In accordance with the Americans with Disabilities Act and other applicable laws, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at 970-587-4664 no later than 48 hours before the meeting in order to request such assistance.

De conformidad con la Ley de Discapacitados Estadounidenses y otras leyes vigentes, los individuos que necesitan adaptaciones funcionales para asistir o participar en esta reunión deberán comunicarse con la Municipalidad marcando el 970 587- 4664 a lo más tardar 48 horas antes de dicha reunión para solicitarla.



PROCLAMATION

Lung Cancer Awareness Month

- WHEREAS,** lung cancer is the leading cause of cancer death among men and women in the United States and Colorado, accounting for more deaths than colon cancer, breast cancer, and prostate cancer combined; and
- WHEREAS,** Whereas, according to the Centers for Disease Control, there were 6,604 new lung cancer cases between 2017 and 2021 and 2,065 deaths due to lung cancer between 2018 and 2022 in Weld County;
- WHEREAS,** the 5-year survival rate for localized lung cancer is ~60%, yet only ~24% of lung cancers are diagnosed at this stage; and
- WHEREAS,** the fight of Women's right to vote began as early as the 1840's, involved a long struggle that spanned generations of suffragists; and the amendment, first proposed and rejected in 1878, was reintroduced every year for the next 41 years; and
- WHEREAS,** screening for lung cancer for high-risk individuals using low-dose computed tomography can lead to the earlier detection of lung cancer and save lives, reducing the mortality by 20% when compared to screening by chest x-ray in the National Lung Screening Trial and reducing the risk of death at 10 years by 24% in men and 33% in women as demonstrated by another large randomized trial; and
- WHEREAS,** funding for lung cancer research trails far behind funding for research of many other cancers, and additional research is needed in early diagnosis, screening, and treatment for lung cancer as well as in lung cancer affecting women and lung cancer health disparities;
- WHEREAS,** lung cancer incidence is decreasing twice as fast in men as it is in women, each year more women die from lung cancer than breast cancer and by 2035, more women will die from lung cancer than men; and
- WHEREAS,** African Americans have the highest lung cancer incidence and mortality of all races, and disparities in lung cancer screening, diagnosis, treatment, and mortality are well characterized among African Americans and other racial minorities; and
- WHEREAS,** lung cancer in individuals who never smoked is the 7th leading cause of cancer-related death and accounts for 17,000-26,000 deaths in the US every year, 60-70% of individuals diagnosed with lung cancer who never smoked are women, and the proportion of lung cancers diagnosed in people who never smoked is increasing in the US; and
- WHEREAS,** radon is the leading cause of lung cancer among individuals who never smoked and the second leading cause of lung cancer overall; and
- WHEREAS,** the stigma surrounding lung cancer creates barriers to early diagnosis, treatment, and funding for research, has a detrimental impact on the quality of life of people diagnosed with lung cancer, and hinders awareness of and research into lung cancer risk factors other than smoking; and
- WHEREAS,** lung cancer research is leading to breakthroughs in the identification of genetic alterations associated with lung cancer and in the development of lung cancer treatments, including immunotherapies and targeted therapies; and
- WHEREAS,** organizations working in Colorado such as the American Lung Cancer Screening Initiative and Women's Lung Cancer Forum, are committed to educating about lung cancer and lung cancer screening and working to increase lung cancer screening rates in Colorado.

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

I, Michael P. Duncan, Mayor of the Town of Johnstown, Colorado proclaim November 2024 as

Lung Cancer Awareness Month

*And recognize the need for research in lung cancer affecting women and lung cancer health disparities
and encourage all citizens to learn about lung cancer and early detection through lung cancer screening*

By: _____

Michael P. Duncan, Mayor



Proclamation in Recognition of Jason Elkins, Public Works Director of Johnstown

WHEREAS, on June 19, 2023, Jason Elkins began his role as the Public Works Director for the Town of Johnstown, bringing with him a wealth of experience, dedication, and leadership to a department essential to the everyday life and long-term growth of our community; and

WHEREAS, the position of Public Works Director is critical to the operation and maintenance of our town's infrastructure, including parks and open spaces, streets and alleys, storm water management, and the successful completion of various capital projects that ensure the safety, sustainability, and quality of life for our residents; and

WHEREAS, Jason Elkins has embraced his responsibilities with professionalism, overseeing the care and maintenance of parks and open spaces that enhance the beauty and recreational value of our community, while also leading efforts in street and alley maintenance that keep our town safe and accessible; and

WHEREAS, under his leadership, the management of storm water systems has been handled with precision, safeguarding our community against flooding and promoting environmental health through sound practices; and

WHEREAS, Jason Elkins has effectively overseen numerous capital projects, ensuring they are completed efficiently, on time, and in a manner that aligns with the long-term vision and goals of the Town of Johnstown, contributing to the development and future prosperity of our town; and

WHEREAS, his contributions, leadership, and forward-thinking approach have strengthened our community, helping to maintain the infrastructure and services that are vital to the day-to-day operations and growth of Johnstown.

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

I, Mayor Michael P. Duncan, on behalf of the Town of Johnstown, do hereby proclaim, on October 21, 2024 our recognition and appreciation of

Jason Elkins

for his outstanding service as Public Works Director. We commend his leadership, dedication, and commitment to excellence, and we look forward to his continued contributions to the success and growth of his new opportunity at the Ursa Major.

By: _____
Michael P. Duncan, Mayor



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, October 21, 2024 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Duncan called the meeting to order and led the Pledge of Allegiance.

Pledge of Allegiance

ROLL CALL

Present:

Councilmember Berg
Councilmember Menzies
Councilmember Molinar Jr.
Mayor Pro Tem Young
Mayor Duncan

Absent:

Councilmember Morris
Councilmember Paranto

AGENDA APPROVAL

Councilmember Berg moved to approve the agenda

Mayor Pro Tem Young seconded and the motion passed.

SPECIAL PRESENTATIONS

1. Proclamations

Mayor Pro Tem read the Red Ribbon Week proclamation into the record and the proclamation was received.

Mayor Duncan read the National Teen Safe Driving week into the record.

Councilmember Menzies read a proclamation recognizing Hannah Hill, Town Clerk for service to the Town.

PUBLIC COMMENT

Michael Bailey, resident of Milliken, spoke to the intersection at the high school and needed traffic control from the Town.

Council noted that the School Board was notified because everyday safety is vital, and it is not necessarily a conversation of who is paying. Matt LeCerf, Town Manager, noting requirements and safety designs of when the high school was built. It was noted the roundabout design is nearly 50% completed and the

Town hopes to have preliminary construction cost in the first quarter of 2025 with construction happening in May after school is out. Staff is looking at methods to expedite this plan.

A comment from Chris Viscarra was read into the record regarding lighting in Downtown Johnstown by Fitness Avenue.

A comment from Shannon Kindred was read into the record regarding the state of Nelson Farm Ball Field.

Mr. LeCerf noted a work order was issued for the lighting issue in downtown, and this item is on the project list for staff. Council asked about solar lighting, and it was noted that the area in question was mainly concrete.

Mr. LeCerf noted that Thompson River Ranch was contacted regarding the ball fields regarding the comment.

CONSENT AGENDA

Councilmember Molinar moved to approve the consent agenda

Councilmember Menzies seconded and the motion passed.

2. October 7, 2024 Meeting Minutes
3. Ordinance 2024-259: Adding Section 7-54 to the Johnstown Municipal Code Prohibited the Burning of Garbage and Refuse in the Town of Johnstown
4. Subdivision Development and Improvement Agreement for Subdivision Case No. SUB22-0008
5. September 2024 Financial Statements
6. Amendment of Oil and Gas Lease Between Town of Johnstown and PDC Energy, Inc.

TOWN MANAGER REPORT

Matt LeCerf, Town Manager, noted informational items in the packet and asked of any questions Council has.

It was noted the YMCA is proposing new membership fees, expected to go into effective December 1.

TOWN ATTORNEY REPORT

There was no Town Attorney Report.

NEW BUSINESS

7. Award for SH60 Waterline Replacement and Extension

Doug Gossett, Engineering Director, presented the contract award noting the amount of \$2,501,752.25 to Coyote Ridge Construction, LLC for the SH60 Waterline Replacement and Extension project. Mr. Gossett noted that the design contract was awarded in January 2023 to JUB, who was in attendance.

Mr. Gossett noted the age of the line and the need for improvement and replacement as the existing line is experiencing an average of one break per year.

Council asked about the businesses being communicated to on Parish regarding water outages. Mr. Gossett noted the contract requires no more than 4 hours of outage, and the contractor will be required to communicate and coordinate with those businesses to minimize impacts. Council stressed the communication and plans being called out in the contract and the importance of that communication.

Council asked about traffic impacts. Mr. Gossett noted the hours allowed by CDOT to be working will limit impact during school hours, with the contractor being required to submit a traffic impact study. Areas of the construction could end up being night work to try to lessen the impact.

Council asked for both plans to be brought back to Council.

Councilmember Berg moved to approve the construction contract for the SH60 Waterline Replacement and Extension project to Coyote Ridge Construction, LLC, as well as provide access to a 20% contingency by authorization of the Town Manager to approve the use of these funds for unforeseen construction expenses encountered on the project not to exceed the budgeted amount.

Councilmember Molinar seconded and the motion passed.

8. Award for SH60 Waterline Replacement and Extension Design Engineering Construction Services

Mr. Gossett noted the contract amendment in the amount of \$181,500.00 to J-U-B Engineers, Inc. (JUB) for construction services related to the SH60 Waterline Replacement and Extension project.

Councilmember Menzies moved to approve the contract amendment for the SH60 Waterline Replacement and Extension project for construction services to J-U-B Engineers, Inc. in the amount of \$181,500.00 and authorize the Town Manager to sign the agreement.

Councilmember Berg seconded and the motion passed.

9. RFP Award for Professional Auditing Services

Mitzi McCoy, Deputy Town Manager, presented the request to award the professional auditing services to Hinkle & Company, P.C. noting the requirements for an independent review by a licensed auditing company.

Councilmember Berg moved to approve awarding the Professional Auditing Services to Hinkle & Company, PC beginning with the 2024 audit year.

Mayor Pro Tem Young seconded and the motion passed.

PUBLIC HEARING

10. Ordinance 2024-262: An Ordinance Amending Section 7-149 of the Johnstown Municipal Code to Prohibit the Sale of Dogs and Cats in Public Places

Mayor Duncan opened the public hearing.

Avi Rocklin, Town Attorney, presented the ordinance noting the item was brought to Council at their request to expand the prohibition to prohibit the sale of dogs and cats from public places.

Mayor Duncan opened the hearing for public comment for those in favor of or opposed to this ordinance, to which there was none.

Mayor Duncan closed the hearing.

Councilmember Menzies moved to approve Ordinance No. 2024-261, an Ordinance Amending Section 7-149 of the Johnstown Municipal Code to Prohibit the Sale of Dogs and Cats in Public Places.

Councilmember Berg seconded and the motion passed.

11. Ordinance 2024-260: Approving R-2 Zoning, with Modifications and Restrictions, for The Blue Spruce Ridge Annexation

Mayor Duncan opened the public hearing.

Jeremy Gleim, Planning and Development Director, presented this ordinance requesting R-2 zoning related to the land immediately south of The Ridge at Johnstown known as Blue Spruce Ridge. It was noted the item was presented to Council earlier in the year with the original zoning denied. The Land Use Code allows the applicant to refile and Mr. Gleim noted the requirements of that refiling. It was noted the request is substantially different which allows it to be brought back to Council.

It was noted the applicant is requesting R-2, with the limitations and restrictions would be included in the recorded plat and future owners would be bound by those restrictions. Specific single-story restriction, a density limit, a minimum percentage of open space being required, no apartments at the location and a two-story max height on all town homes along with several other items being called out.

It was noted the Planning and Zoning Commission does recommend approval of this zoning.

The applicant, Kyle Bartolo representing Caliber, noted the items done since the previous Council meeting. Mr. Bartolo reviewed the outreach done by the applicant, along with the conditions proposed which were listed in the agenda packet.

Council expressed appreciation for the changes and diligence in looking for solutions to their asks. Clarification for who would maintain the easement area in-between the current neighborhood and Blue Spruce, which was noted that the metro-district would maintain it.

Council also noted the positive feedback from the neighbors included in the packet.

Mayor Duncan opened the hearing for those in favor or opposed to this item.

Cathy Billings spoke to the traffic impacts this development would have, as well as school concerns and fire protection.

Troy Mellon spoke to school district needs and the lack of an area set aside for an elementary school.

Richard Ray spoke against the project and noted a meeting with the representing of the applicant, who did agree there is an issue and the plan noting the change in zoning which would ease the concern for impacts on the views current residents have. Mr. Ray requested information on the height for the single- and two-story housing proposed.

Mayor Duncan closed the public comment for the hearing.

Mr. Bartolo noted the traffic concerns, and the traffic impact analysis that will be conducted, with another chance to comment on the traffic at the time it is conducted.

The school districts would have been reached out to during the time of the preliminary plat, with an anticipated financial contribution. The multi-family property value concerns were addressed with Mr. Bartolo noting that studies showing impacts on home values on both sides. The Ridge did donate land for a future fire station, and the height concerns would have to be addressed at the time the project is platted as the builder would have to address those concerns however those items would come back to Council.

Mayor Duncan closed the public hearing.

Mayor Pro Tem Young moved to approve Ordinance No. 2024-260, approving R-2 Zoning with Modifications and Restrictions, for the Blue Spruce Ridge Annexation, Case No. ANX23-0001

Councilmember Berg seconded and the motion passed.

COUNCIL REPORTS AND COMMENTS

Councilmember Molinar noted the Downtown Masterplan and comments forthcoming.

Councilmember Berg noted upcoming Veteran's Day on November 11, and December 14 will be Wreaths Across America at the Johnstown Cemetery.

Councilmember Menzies expressed well wishes to the Town Clerk and Public Works Director on next adventures.

Mayor Pro Tem Young noted the library working on the expansion project and coordinating with RE5-J on space in the old Milliken Middle School.

MAYOR'S COMMENTS

Mayor Duncan expressed gratitude to the Town Clerk and Public Works Director for their work with the Town, and appreciation for the staff's hard work regarding the budget season.

Mayor Duncan noted driver safety and encouraged all to get with their students to discuss safe and aware driving.

INFORMATIONAL ITEMS

Informational items were included in the packet.

12. Informational Items

EXECUTIVE SESSION

13. An Executive Session to Discuss Matters Subject to Negotiations and to Instruct Negotiators Pursuant to C.R.S. Section 24-6-402(4)(e) Regarding Project Stella

Councilmember Berg moved to recess to Executive Session to Discuss Matters Subject to Negotiations and to Instruct Negotiators Pursuant to C.R.S. Section 24-6-402(4)(e) Regarding Project Stella

Councilmember Molinar seconded and the motion passed.

Council reconvened at 8:4 pm and Mayor Duncan noted no items were discussed and no decisions were made outside of items related to negotiations.

ADJOURN

Mayor Duncan adjourned the October 21, 2024 meeting at 8:49 pm.

Michael P. Duncan, Mayor

Meghan Martinez, Town Clerk



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

Item #5.

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 4, 2024

SUBJECT: Second Reading: Ordinance 2024-261, an Ordinance Amending Section 7-149 of the Johnstown Municipal Code to Prohibit the Sale of Dogs and Cats in Public Places

ACTION PROPOSED: Consider Ordinance No. 2024-261 on Second Reading

ATTACHMENTS: 1. Ordinance 2024-261, an Ordinance Amending Section 7-149 of the Johnstown Municipal Code to Prohibit the Sale of Dogs and Cats in Public Places

PRESENTED BY: Town Attorney, Avi Rocklin

AGENDA ITEM DESCRIPTION: For consideration is Ordinance 2024-261, an Ordinance Amending Section 7-149 of the Johnstown Municipal Code to Prohibit the Sale of Dogs and Cats in Public Places, which would accomplish the foregoing. Council approved Ordinance 2024-261 on first reading on October 21, 2024.

On November 20, 2023, the Town Council adopted Ordinance No. 2023-255, prohibiting, with limited exception, the sale of dogs and cats from pet shops. The Town Council expressed a desire to expand the prohibition to prohibit the sale of dogs and cats from public places, including streets, public rights-of-way, medians, parks, recreation areas and parking lots.

STRATEGIC PLAN ALIGNMENT:

- Organizational Excellence & Public Trust
 - *Strengthen public trust and confidence*
- Safe & Welcoming community
 - *Provide and maintain public safety services and awareness in our community*

LEGAL ADVICE:

The Town Attorney drafted Ordinance No. 2024-261.

The Community that Cares

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Ordinance No. 2024-261, on second reading.

Reviewed and Approved for Presentation,

A handwritten signature in blue ink, appearing to be 'W. J. C.', is written over a horizontal line.

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2024-261

AN ORDINANCE AMENDING SECTION 7-149 OF THE JOHNSTOWN MUNICIPAL CODE TO PROHIBIT THE SALE OF DOGS AND CATS IN PUBLIC PLACES

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

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

WHEREAS, on November 20, 2023, the Town Council adopted Ordinance No. 2023-255, prohibiting, with limited exception, the sale of dogs and cats from pet shops; and

WHEREAS, Town Council desires to expand the prohibition to prohibit the sale of dogs and cats from public places, including streets, public rights-of-way, medians, parks, recreation areas and parking lots; and

WHEREAS, to effectuate the foregoing, the Town Council desires to amend Section 7-149 of the Johnstown Municipal Code; and

WHEREAS, the Town Council finds, determines and declares that this Ordinance is promulgated under the general police power of the Town and is in the best interests of the Town.

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

Section 1. Section 7-149 of Article VII of Chapter 7 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

Sec. 7-149. Restrictions on the Sale of Dogs and Cats.

- (a) Except as provided herein, no pet shop shall sell, deliver, offer for sale, barter, auction or otherwise transfer or dispose of dogs or cats. A pet shop may collaborate with animal care facilities or animal rescue organizations to offer space for such entities to showcase adoptable dogs or cats provided that the pet shop does not have an ownership interest in the dogs or cats offered for adoption and posts a sign with the name of the animal care facility or animal rescue organization from which the pet shop acquired each dog or cat.
- (b) Except for animal care facilities or animal rescue organizations lawfully operating at such location, no person shall sell, deliver, offer for sale, barter, auction or otherwise transfer or dispose of dogs or cats at or on any street, public right-of-way, median, park, recreation area or parking lot regardless of whether access is authorized by the owner of such property.

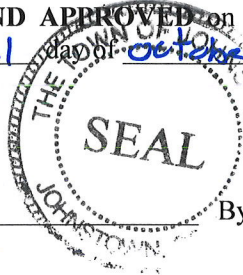
Section 2. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 3. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado ("Charter") and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 21 day of October, 2024.

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk



TOWN OF JOHNSTOWN, COLORADO

By: Michael P. Duncan
Michael P. Duncan, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Michael P. Duncan, Mayor



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 4, 2024

SUBJECT: Ordinance 2024-260, Second Reading, Approving R-2 Zoning, with Modifications and Restrictions, for The Blue Spruce Ridge Annexation

ACTION: Approve Ordinance 2024-260, Second Reading, Approving R-2 Zoning, with Modifications and Restrictions, for The Blue Spruce Ridge Annexation

ATTACHMENTS: Ordinance 2024-260

PRESENTED BY: Jeremy Gleim, AICP, Planning & Development Director

AGENDA ITEM DESCRIPTION

Town Council approved Ordinance No. 2024-260 on first reading following a public hearing conducted on October 21, 2024.

EXECUTIVE DESCRIPTION

Blue Spruce Ridge ManageCo, LLC (Applicant), is requesting R-2 zoning, with modification and restrictions, for approximately 41 acres of land immediately south of The Ridge at Johnstown subdivision. This is the second request for zoning in conjunction with this property. A full summary of the events that have taken place with this property, along with the analysis, conclusions, and recommendations is included in the Planning & Zoning Commission staff report dated September 25, 2024 (Attachment #1).

PLANNING & ZONING COMMISSION SUMMARY

On September 25, 2024, the Planning & Zoning Commission (Commission) convened a regular meeting and held a public hearing for this project. Staff presented the project to the Commission, which was followed by a presentation by the Applicant. The Commission Chair opened the public hearing and invited comments from the public.

The majority of commentors were supportive of R-2 zoning with the stated modifications and restrictions. Those who spoke in favor of the proposal acknowledged the Applicant for working with the community at the neighborhood meetings and responding in kind to find an equitable resolve. A few people spoke in opposition to the request, citing such things as infrastructure deficiencies, traffic concerns, and not wanting to live next to renters.

After due consideration of the staff report, presentations, public testimony, and discussion, a motion was made to recommend that the Town Council approve R-2 zoning, with modifications and restrictions. The motion was approved unanimously on a 7/0 vote.

PUBLIC NOTICE

Notice for the Town Council public hearing was published in the Johnstown Breeze, on Thursday, October 10, 2024. Notices were mailed to all property owners within 800 feet of the subject property. This notice included a vicinity map and the proposed subdivision map.

STRATEGIC PLAN ALIGNMENT

- Natural & Built Environment
 - *Guide growth in the community through appropriate annexation, zoning, planning, and land use development.*

LEGAL ADVICE:

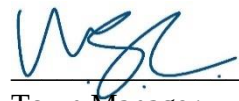
The Town Attorney prepared Ordinance 2024-260.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Ordinance 2024-260, Second Reading, Approving R-2 Zoning, with Modifications and Restrictions, for Blue Spruce Ridge Annexation.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2024-260**

**APPROVAL OF MIXED DENSITY NEIGHBORHOOD (R-2) ZONING,
WITH MODIFICATIONS AND RESTRICTIONS, OF THE PROPERTY
KNOWN AS THE BLUE SPRUCE RIDGE ANNEXATION, LOCATED IN
THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF
COLORADO, CONSISTING OF APPROXIMATELY 41.114 ACRES**

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

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

WHEREAS, the Town Council approved annexation of certain property situated in the Southeast Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 41.114 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the Blue Spruce Ridge Annexation (“Property”); and

WHEREAS, the property owners applied for Mixed Density Neighborhood (R-2) zoning of the Property in conjunction with annexation; and

WHEREAS, pursuant to state law, upon annexation, the Town Council must zone the Property within ninety (90) days of the effective date of the annexation; and

WHEREAS, the Town’s Planning and Zoning Commission held a hearing and recommended approval of Mixed Density Neighborhood (R-2), with modifications and restrictions, for the Property; and

WHEREAS, on October 21, 2024, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the evidence received at the hearing, finds that the requested zoning of the Property to Mixed Density Neighborhood (R-2), with modifications and restrictions, conforms to the Town’s Comprehensive Plan.

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

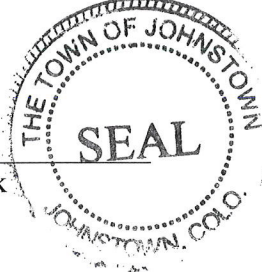
1. Zoning Approval. Zoning of the Property known as the Blue Spruce Ridge Annexation and more particularly described on Exhibit A, attached hereto and incorporated herein by reference, shall hereby be designated as Mixed Density Neighborhood (R-2), with the modifications and restrictions described below and shown generally on the Concept Plan, attached hereto and incorporated herein by reference as Exhibit B (“Concept Plan”):

- a. The lots along the shared property line with The Ridge at Johnstown (north property line as denoted by stars on the concept plan) shall be limited to single-story detached residential units;
 - b. An open space area shall be located along a portion of the shared property line with The Ridge at Johnstown, in alignment with the existing pedestrian trail between 4524 and 4512 Scenic Lane and as depicted on the Concept Plan;
 - c. Density within the Property shall be limited to five (5) dwelling units per acre;
 - d. Development of the Property shall include a minimum of thirty percent (30%) open space with a central open space/amenity area;
 - e. The lots along the north and south boundaries of the Property shall be a minimum of 6,000 square feet;
 - f. Apartments shall not be constructed on the Property; and
 - g. Townhomes constructed on the Property shall be a maximum of two (2) stories in height.
2. Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado ("Charter") and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon the later of the following: (i) final passage as provided by the Charter or (ii) the effective date of the annexation of the Property. At such time, the Town Clerk is directed to file this Ordinance with the real estate records of the Larimer County Clerk and Recorder. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 21 day of October, 2024.

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk



TOWN OF JOHNSTOWN, COLORADO

By: Michael P. Duncan
Michael P. Duncan, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
, Town Clerk

By: _____
Michael P. Duncan, Mayor

EXHIBIT "A"

That portion of the Southeast 1/4 of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows;

Considering the South line of said Southeast 1/4 as bearing North 89 degrees 55'23" East and with all bearings contained herein relative thereto: Beginning at the South 1/4 corner of said Section 26; thence along the West line of the Southeast 1/4 of said Section 26 North 1278.85 feet to the TRUE POINT OF BEGINNING; thence North 79 degrees 23'04" East 137.06 feet; thence North 63 degrees 47'08" East 215.02 feet; thence North 76 degrees 14'08" East 476.92 feet; thence North 61 degrees 50'06" East 141.76 feet; thence North 48 degrees 57'30" East 854.64 feet; thence North 75 degrees 42'25" East 215.91 feet; thence North 51 degrees 34'56" East 149.44 feet; thence North 60 degrees 19'55" East 81.69 feet; thence North 40 degrees 46'23" East 155.68 feet; thence North 21 degrees 09'42" East 214.18 feet, more or less, to a point on the North line of the Southeast 1/4 of said Section 26; thence along said North line South 89 degrees 56'21" West 2137.06 feet to the Northwest corner of said Southeast 1/4; thence along the West line of said Southeast 1/4 South 1363.96 feet, more or less, to the TRUE POINT OF BEGINNING

Town of Johnstown
List of Bills - September 11, 2024 - October 16, 2024

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
AC/DC Electric	Building maintenance	PW	1,269.00
Ace Hardware	Supplies	ALL	1,570.57
Ace of Blades	Charlotte St project	PW	15,250.00
Aclara Technologies	Water meter software	UTIL	34,536.00
Advanced Mechanical Services, Inc	Equipment maintenance	PW	5,875.00
All Copy Products, Inc	Copier supplies	PD	176.55
Aqua Engineering	Central WWTP expansion project	UTIL	24,849.09
Arapahoe Rental	Equipment rental	PW	174.48
Arrowhead Scientific Inc.	Lab supplies	PD	481.73
Bell Gould Linder & Scott, P.C.	Legal services	ADM	618.25
Benesch	High Plains Blvd/CO Blvd/SH 60/Drainage	PW	30,599.12
BHA Design Incorporated	Downtown alley project	PW	5,815.00
Big Thompson Ditch & Mfg Co.	Water assessment	UTIL	2,000.00
BK Welding	Supplies	PW	5,850.00
Blackburn MFG	Supplies	UTIL	391.53
Bludot Technologies Inc.	CRM	ADM	390.00
Bluebeam, Inc.	Software	PW	766.67
Bobcat of the Rockies	Equipment maintenance	PW/UTIL	544.36
Browns Hill Engineering & Controls	SCADA	UTIL	5,184.48
Card Services	Training/travel/supplies	ALL	21,026.72
CDW Government	Vehicle equipment	PD	192.78
Central Square Technologies, LLC	Software	ADM	2,520.00
Central Weld County Water District	Interconnect	UTIL	2,509.20
CenturyLink	Phone/internet	PW/UTIL	1,185.53
Cintas	Supplies	PW	578.25
City of Loveland	Facility rental	PD	600.00
Civil Resources	Raw water line project	UTIL	63,953.75
CMC Tire	Supplies	PW/PD	1,888.00
Colorado Advanced Life Support	BLS instructor training	PD	94.00
Colorado Analytical Labs	Lab testing	UTIL	1,102.00
Colorado Greenbelt Management	Landscaping services	PW	3,210.00
Community Center Refund	Community Center refunds	ADM	500.00
Connell Resources, Inc.	Chemicals/North interceptor	PW/UTIL	206,123.63
Consolidated Hillsborough Ditch Co	Professional services	UTIL	51.25
Consolidated Home Supply Ditch	Water legal	UTIL	975.09
Core & Main	Water meters	UTIL	4,166.24
Coren Printing, Inc	Supplies	PD	325.00
Costar Realty	Software	ADM	430.00
Coulson Excavating Co Inc	Supplies	PW	5,387.64
Cummins Sales and Service	Equipment maintenance	PW/UTIL	2,988.90
D2C Architects	PD/development services design	PD/ADM	55,489.63
Daniel Long Chevrolet	Vehicle - 2024 Chevrolet Colorado	UTIL	32,996.80
DataShield Corporation	Shred services	All	190.00
DBC Irrigation Supply	Irrigation supplies	PW	1,199.51
Decked LLC	Vehicle supplies	UTIL	1,599.99
Denali Water Solutions LLC	Sludge removal	UTIL	2,243.10
Denver Industrial Pumps	Equipment maintenance	UTIL	2,454.47

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
DES Pipeline Maintenance, LLC	Equipment maintenance	UTIL	1,575.00
Desotec	Chemicals - water treatment	UTIL	47,642.12
Dietze and Davis P.C.	Billback - Legal services	ADM	4,682.10
Dietze and Davis P.C.	Legal services	ADM	189.00
Ditesco LLC	Little Thompson bridge project	PW	4,808.76
Dodge Media Group	Photos/video	ADM	2,800.00
Employee Reimbursement	Training/travel/supplies	ADM	648.04
Envirotech Services, Inc	Chemicals	PW	28,722.54
Evidence return	Evidence return	PD	80.00
FedEx	Shipping	PD	22.08
Felsburg Holt & Ullevig Inc	Billback - Engineering services	ADM	8,985.00
Felsburg Holt & Ullevig Inc	Engineering services	UTIL	1,402.50
Ferguson Waterworks	Meters/supplies	UTIL	26,393.58
First Class Security Systems	Fire system monitoring	PW	136.80
First National Bank	Custodial fees	ADM	783.82
First Responder Trauma Counselors	Peer support	PD	1,503.00
Freedom Forever LLC	Permit refund	ADM	1,193.17
Frontier Business Products	Supplies	PW	1,506.21
Frontier Self Storage	Storage	PW	280.00
Gerrard Excavating	Drainage improvements	PW	26,251.00
Glenn A. Jones Library	Monthly support	ADM	202,662.06
Go Play Inc.	Playground equipment	PW	207,618.49
Grainger, Inc.	Supplies	UTIL	401.34
Ground Engineering Consultants, Inc.	Central WWTP expansion project	UTIL	14,291.00
Hach Company	Chemicals	UTIL	4,276.66
Helton & Williamsen, P.C.	Billback- Water legal	ADM	2,589.45
Helton & Williamsen, P.C.	Water legal	UTIL	26,257.60
Hill & Robbins, PC	Billback- Water legal	ADM	784.00
Hill & Robbins, PC	Water legal	UTIL	2,379.00
Hired Gun Weed & Pest Control, LLC	Weed removal	PD	400.00
Hydrant Meter Deposit Refund	Hydrant meter deposit refunds	ADM	16,000.00
IMEG Corp	Billback - Engineering services	ADM	29,870.00
IMEG Corp	Engineering services	ADM/UTIL	1,792.50
Infosend, Inc.	Newsletter/utility bill printing	ADM/UTIL	13,330.22
Insight North America LLC	Investment services	ADM	4,883.10
Iron Mountain Collision	Vehicle repair	ADM	7,223.37
J&D Creations	Uniforms	PW	499.35
Joe Johnson Equipment LLC	Equipment maintenance	PW	579.72
John Deere Financial	Supplies	PW	2,851.76
Jones Plumbing Service	Infrastructure maintenance	PW	329.87
Kangaroo Express of Longmont, Inc	Lab testing	UTIL	275.00
Kimley - Horn and Associates	Downtown masterplan	ADM	65,179.80
Kinsco, LLC	Supplies	PD	243.48
L G Everist Inc	Supplies	PW	1,673.62
Laerie Calibration & Metrology Ser.	Equipment maintenance	UTIL	134.92
Language Line Services Inc.	Translation services	PD	30.54
Larimer County Planning & Development	Raw water line project	UTIL	3,945.75
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	8,010.65
Law Enforcement Systems	Supplies	PD	124.00
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	9,616.00

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Law Office of Avi Rocklin LLC	Legal services	ADM	8,828.00
Lawson Products Inc	Supplies	PW/UTIL	835.67
Loveland Barricade LLC	Safety supplies	PW	6,575.50
Loveland Ford-Lincoln	Vehicle repair	PW	146.91
Loveland Ready-Mix Concrete	Supplies	PW	348.80
Lowe's	Supplies	PW	119.00
Mac Equipment, Inc	Supplies	PW	981.85
Mark Young Construction, LLC	PD expansion	PD	536,473.90
Matrix Design Group, Inc.	Maestes St/Stormwater master plan	PW	37,513.50
McGeady Becher P.C.	Billback - Legal	ADM	1,242.30
Medicine for Business and Industry	Lab testing	ADM	341.88
MGS Incorporated	Trailer - 2025 Big Tex	PW	12,650.00
Michael Lazar	Municipal Court Judge	ADM	3,000.00
Mile High Elevator LLC	Building maintenance	PW	226.80
Moltz Construction Inc.	Central WWTP expansion project	UTIL	1,092,293.47
Motorola Solutions, Inc.	Police equipment	PD	30,410.50
Mountain States Pipe & Supply	Water meters	PW	48,720.00
MWH Constructors	Water treatment plant expansion	PW	623,677.91
Napa Auto Parts, Inc	Supplies	ALL	1,718.34
Northern Colorado Truck Driving Academy	Training	PW	2,900.00
Northwest Parkway	Travel	PD	7.35
Otak	Little Thompson bridge project	PW	1,765.00
Parkland USA Corp	Fuel	ALL	11,497.03
Pioneer Press of Greeley Inc	Supplies	ADM	308.00
Pipestone Equipment an Impel Company	Supplies	UTIL	12,305.00
Pitney Bowes Bank Inc Purchase Power	Postage	ADM	456.00
Pitney Bowes Inc	Postage	ADM	240.24
Poudre Valley REA	Utilities	PW	3,598.49
Pro Hydraulic and Machine Inc.	Equipment maintenance	PW	2,925.00
PVS DX, INC	Chemicals - water treatment	UTIL	28,181.87
Quality of Life & Safety Designs LLC	Fire system monitoring	PW	25.00
Ram Waste Systems	Trash services	PW	330.22
Recreational Electrical	Vehicle upfit	PD	591.00
Redi Services, LLC	Portolet	PW	6,200.00
Rise & Shine Window Cleaning	Window cleaning	ADM	1,350.00
Rise Broadband	Phone/internet	UTIL	105.67
RoadSafe Traffic Systems	Safety supplies	PW	292.50
Royal-T	Jetting services	UTIL	260.00
SAFEBuilt LLC Lockbox # 88135	Inspection services	PW	25,000.00
Sam's Club MC/SYNCB	Supplies	ALL	252.66
Schaeffer Mfg. Co.	Supplies	PW	435.35
Security Central, Inc	Fire system monitoring	PW	260.73
Stericycle, Inc	Shred services	PD	296.73
Summit Data Protection LLC	IT backup	ADM	5,490.00
Supplyline Industrial	Equipment maintenance	UTIL	2,160.00
Survival Armor	Supplies	PD	2,882.10
Tait & Associates, Inc.	Charlotte Street project	PW	280.00
TDS	Phone/internet	ALL	7,232.47
The Home Depot	Supplies	PW/UTIL	1,581.17
The Jamar Company	Building maintenance	PW	1,192.74

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
The Tree Guys LLC	Tree trimming	PW	3,045.00
Tier One Networking, LLC	Computers	ADM	599.00
TimberLAN	IT services	ADM	4,034.00
T-Mobile	Phone/internet	PW	66.30
TopShelf Printers	Supplies	ADM	1,185.00
Town & Country Fence Co.	Building maintenance	PW	549.35
Town of Johnstown	Utilities	PW	6,610.80
Treatment Technology Holding	Chemicals	UTIL	23,249.20
TruGreen Chemlawn	Chemicals	PW	5,998.54
U.S. Postal Service	Annual post office box rental	PD	120.00
UC Health Medical Group	Lab testing	PD	396.72
UMB Bank N.A.	Bond agent fees	ADM	400.00
United Power, Inc	Utilities	PW	1,073.28
USA Bluebook	Supplies	UTIL	1,667.23
Utility Notification Center of Colorado	Locates	UTIL	1,007.49
Utility Refund	Utility refunds	ADM	14,256.62
Verizon Connect	Phone/internet	PW	239.25
Verizon Wireless	Phone/internet	ALL	5,835.56
Wagner Equipment Co.	Supplies	PW	930.00
Waste Connections of Colorado Inc.	Trash services	PW	1,973.88
Water Technology Group	Equipment maintenance	UTIL	52,864.38
Weld County Dept of Public Health	Lab services	UTIL	884.50
Weld County Sheriff	Jail fees	PD	38.58
Western Plains Construction	Pavement maintenance	PW	674,054.83
Western States Land Services LLC	Raw water line project	UTIL	2,703.20
Xcel Energy	Utilities	ALL	94,684.70
YMCA of Northern Colorado	Monthly support	ADM	83,333.34
Yost Cleaning	Monthly cleaning service	PW	3,735.32
			<u>4,853,743.75</u>



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 4, 2024

SUBJECT: Contract to Buy and Sell Real Estate (Letford Property)

ATTACHMENTS: 1. Contract to Buy and Sell Real Estate (Commercial)

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a Contract to Buy and Sell Real Estate (Commercial). This contract is specifically to acquire/receive the former Letford Elementary School Site. The Town recently engaged with an environmental engineer to review the demolition and cleaning of the old elementary site as part of its due diligence. As part of this review, it has been determined that the property was properly mitigated of environmental impacts – specifically the asbestos. Signing of the contract will enable for the Town to accept the property by order of a quit claim deed once approved by the Johnstown-Milliken RE-5J School District. No funds will be changing hands as part of this transaction.

This completes the exchange of property that was planned and approved several years ago as part of the construction of the Elwell Elementary School and the Town donating the ~10 acres of property in the Clearview Subdivision. The property the Town will accept is part of the master park site planning for Letford and Centennial Parks.

STRATEGIC PLAN ALIGNMENT:

- Safe & Welcoming community
 - *Partner in creating more community based, community service and action opportunities*
 - *Create arts and culture opportunities that connect the community*
- Natural & Built Environment

- *Invest in, enhance, and conserve our parks, open spaces, agricultural areas and natural environment*

LEGAL ADVICE:

The Town Attorney has reviewed the contract presented this evening.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Staff supports approval of the Contract to Buy and Sell Real Estate (Letford Property).

Reviewed and Approved for Presentation,



Town Manager

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-6-23) (Mandatory 1-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)**

Date: _____

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Town of Johnstown, a Colorado municipal corporation (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other In Severalty.**

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions.**

2.3. Seller. Weld County School District RE-5J (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Weld, Colorado (insert legal description):

See Exhibit A Legal Description

known as: 2 Jay Avenue Johnstown CO 80534
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including _____ remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

N/A

2.5.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

N/A

2.5.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities: _____; and the use or ownership of the following storage facilities: _____.
Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.7. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

N/A

2.5.8. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:

N/A

The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except _____. Conveyance will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):

N/A

2.7. Water Rights/Well Rights.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

N/A

Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

N/A

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is _____.

N/A

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

N/A

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

N/A

110 **2.7.6. Water Rights Review.** Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Water
 111 Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

112 **3. DATES, DEADLINES AND APPLICABILITY.**

113 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	6:00 PM MST
2	§ 4	Alternative Earnest Money Deadline	N/A
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	N/A
4	§ 8	Record Title Objection Deadline	N/A
5	§ 8	Off-Record Title Deadline	N/A
6	§ 8	Off-Record Title Objection Deadline	N/A
7	§ 8	Title Resolution Deadline	N/A
8	§ 8	Third Party Right to Purchase/Approve Deadline	N/A
		Owners' Association	
9	§ 7	Association Documents Deadline	N/A
10	§ 7	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	N/A
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
13	§ 5	New Loan Application Deadline	N/A
14	§ 5	New Loan Terms Deadline	N/A
15	§ 5	New Loan Availability Deadline	N/A
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		Appraisal	
22	§ 6	Appraisal Deadline	N/A
23	§ 6	Appraisal Objection Deadline	N/A
24	§ 6	Appraisal Resolution Deadline	N/A
		Survey	
25	§ 9	New ILC or New Survey Deadline	N/A
26	§ 9	New ILC or New Survey Objection Deadline	N/A
27	§ 9	New ILC or New Survey Resolution Deadline	N/A
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	N/A
29	§ 8	Mineral Rights Examination Deadline	N/A
30	§ 10	Inspection Termination Deadline	N/A
31	§ 10	Inspection Objection Deadline	N/A
32	§ 10	Inspection Resolution Deadline	N/A
33	§ 10	Property Insurance Termination Deadline	N/A
34	§ 10	Due Diligence Documents Delivery Deadline	N/A
35	§ 10	Due Diligence Documents Objection Deadline	N/A
36	§ 10	Due Diligence Documents Resolution Deadline	N/A
37	§ 10	Environmental Inspection Termination Deadline	N/A
38	§ 10	ADA Evaluation Termination Deadline	N/A
39	§ 10	Conditional Sale Deadline	N/A

40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
41	§ 11	Estoppel Statements Deadline	N/A
42	§ 11	Estoppel Statements Termination Deadline	N/A
		Closing and Possession	
43	§ 12	Closing Date	MEC + 7
44	§ 17	Possession Date	Date of Closing
45	§ 17	Possession Time	Time of Closing
46	§ 27	Acceptance Deadline Date	
47	§ 27	Acceptance Deadline Time	

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”, or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of “None”, such provision means that “None” applies.

The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation “N/A” as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 10.00	
2	§ 4.3.	Earnest Money		\$
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$ 10.00
10		TOTAL	\$ 10.00	\$ 10.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a N/A, will be payable to and held by N/A (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund

established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer is in Default**", § 20.1 and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

4.5.1. Buyer to Pay Loan Costs. Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional Provisions).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans:
☐ **Conventional** ☐ **Other** _____.

4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1. (Price and Terms), presently payable at \$_____ per _____ including principal and interest presently at the rate of _____% per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance Premium** and ☐ _____.

Buyer agrees to pay a loan transfer fee not to exceed \$_____. At the time of assumption, the new interest rate will not exceed _____% per annum and the new payment will not exceed \$_____ per _____ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$_____, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date**.

Seller ☐ **Will** ☐ **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount not to exceed \$_____.

4.7. Seller or Private Financing.

WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer** ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or Private Financing Deadline**.

4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,

and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. New Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

5.2. New Loan Terms; New Loan Availability.

5.2.1. New Loan Terms. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.

5.2.2. New Loan Availability. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;

or
6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for

the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a “construction defect action” under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller’s obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer’s Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer’s sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer’s option, has the Right to Terminate under § 24.1. by Buyer’s Notice to Terminate received by Seller on or before ten days after Buyer’s receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer’s Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer’s Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer’s Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner’s title insurance policy at Seller’s expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner’s title insurance policy at Buyer’s expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner’s Extended Coverage (OEC). The Title Commitment ☐ **Will** ☐ **Will Not** contain Owner’s Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics’ liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____. Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner’s title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller’s possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer’s objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer’s sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer’s Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object

to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted.

8.5. Tax Certificate. A tax certificate paid for by ☐ Seller ☐ Buyer, for the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3, (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER

RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☐ Does ☐ Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☐ **New Survey** in the form of _____; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☐ **Buyer** or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.7., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☐ Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☐ Will Not assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

- 545 ☐ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the
 546 Property;
 547 ☐ **10.6.1.4.2.** Property tax bills for the last _____ years;
 548 ☐ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including
 549 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
 550 extent now available;
 551 ☐ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
 552 ☐ **10.6.1.4.5.** Operating statements for the past _____ years;
 553 ☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
 554 ☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but
 555 has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
 556 ☐ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which
 557 have been made for the past ____ years;
 558 ☐ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
 559 not delivered earlier under § 8.3.);
 560 ☐ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II
 561 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
 562 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
 563 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
 564 Seller;
 565 ☐ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the
 566 compliance of the Property with said Act;
 567 ☐ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any
 568 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
 569 authorizations, if any; and
 570 ☐ **10.6.1.4.13.** Other:
 571
 572
 573
 574

575 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
 576 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective
 577 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

578 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
 579 or

580 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
 581 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

582 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
 583 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
 584 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
 585 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
 586 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

587 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection**
 588 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
 589 the Property, in Buyer's sole subjective discretion.

590 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
 591 Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ **Seller** ☐ **Buyer** may order or provide
 592 ☐ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with most current version
 593 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____,
 594 at the expense of ☐ **Seller** ☐ **Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an
 595 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
 596 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's
 597 tenants' business uses of the Property, if any.

598 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
 599 **Inspection Termination Deadline** will be extended by N/A days (Extended Environmental Inspection Objection Deadline) and if
 600 such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended
 601 a like period of time. In such event, ☐ **Seller** ☐ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

602 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the
 603 Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended

Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as N/A. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). [Intentionally Deleted - See Residential Addendum if applicable]

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required in §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ Are Not executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by mutual agreement of the parties.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

~~**12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).~~

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

☐ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☒ quit claim deed ☐ personal representative's deed ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

~~Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.~~

~~**14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.~~

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ Other _____.

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$ _____ for:

☐ Water Stock/Certificates ☐ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other** _____.

16.1.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and N/A.

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and N/A. Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$0 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the

option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

824 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
 825 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
 826 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
 827 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
 828 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
 829 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
 830 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
 831 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
 832 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
 833 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
 834 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

835 **24. TERMINATION.**

836 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
 837 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
 838 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
 839 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
 840 and waives the Right to Terminate under such provision.

841 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely
 842 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

843 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
 844 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
 845 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
 846 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
 847 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
 848 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

849 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

850 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
 851 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
 852 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
 853 must be received by the party, not Broker or Brokerage Firm).

854 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
 855 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
 856 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
 857 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

858 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
 859 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
 860 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

861 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
 862 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
 863 located in Colorado.

864 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
 865 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
 866 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and
 867 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
 868 copies taken together are deemed to be a full and complete contract between the parties.

869 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
 870 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
 871 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and**
 872 **Due Diligence.**

ADDITIONAL PROVISIONS AND ATTACHMENTS

873

874 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
875 Commission.)

876 29.1. CONFLICT OR INCONSISTENCY. In the event of a conflict or inconsistency between this paragraph 29 and the language
877 of any other paragraph of the Contract or any exhibits or attachments, the provisions of this paragraph 29 shall control.

878 29.2. This Contract is conditional upon approval by Seller's Board of Education.
879

880 29.3. NO REPRESENTATIONS OR WARRANTIES. The parties agree that Buyer waives all rights regarding Seller's
881 disclosures, inspection rights, due diligence rights, rights to record and off-record title, rights to property insurance, and all rights
882 to financing, appraisal, and survey. The Buyer does not rely upon any representations of the Seller as to the condition of the title
883 or rights of third parties, or as to the physical condition of the property. The Property is sold as is on the date of closing, without
884 warranty, expressed or implied, and the deed to be delivered by Seller shall contain the language "that the Property is transferred in
885 its AS IS condition without warranty, express or implied."
886
887

888 **30. OTHER DOCUMENTS.**

889 **30.1. Documents Part of Contract.** The following documents **are a part** of this Contract:
890
891

892 **30.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:
893
894
895
896

SIGNATURES

897

898

Buyer's Name: Town of Johnstown, a Colorado municipal
corporation

Buyer's Name: _____

Buyer's Signature Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Buyer's Signature Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

899 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: Weld County School District RE-5J

Seller's Name: _____

Seller's Signature Date

Address: _____

Phone No.: _____

Fax No.: _____

Seller's Signature Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

END OF CONTRACT TO BUY AND SELL REAL ESTATE

EXHIBIT A**LEGAL DESCRIPTION****PARCEL I:**

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 4, FIRST ADDITION TO PARISH HEIGHTS, JOHNSTOWN, COLORADO, THENCE WEST 1195 FEET; THENCE NORTH 12 FEET TO THE SOUTH SIDE OF ROAD, THE PLACE OF BEGINNING:
 RUNNING THENCE S 1° 14' W 126.33 FEET, THENCE S 69° 12' W 112.5 FEET, THENCE S 81° 43' W 249.4 FEET; THENCE S 69° 52' W 132.6 FEET, THENCE S 89° 18' W 78.2 FEET, THENCE N 56° 44' W 95.5 FEET, THENCE N 42° 41' W 118.7 FEET, THENCE N 11° 55' W 111.8 FEET, TO THE SOUTH SIDE OF THE ROAD; THENCE EAST 739.7 FEET ALONG THE SOUTH SIDE OF ROAD TO THE PLACE OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO,

EXCEPTING THEREFROM THAT PORTION AS CONVEYED BY WARRANTY DEED RECORDED AUGUST 6, 1915 IN BOOK 419 AT PAGE [349](#),

ALSO EXCEPTING THEREFROM ALL ROADS AS SHOWN ON PLAT OF CALLAHAN HEIGHTS ADDITION RECORDED APRIL 30, 1927 AT RECEPTION NO. [510403](#).

PARCEL II:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P. M., WELD COUNTY, COLORADO; BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF NORTH PARK AVENUE PLACE AND THE NORTHWESTERLY LINE OF ST. VRAIN BOULEVARD, CALLAHAN HEIGHTS ADDITION TO THE TOWN OF JOHNSTOWN, COLORADO WHICH POINT OF BEGINNING IS 650.2 FEET NORTH AND 1301.6 FEET WEST OF THE SOUTH QUARTER CORNER OF SECTION 5, THENCE WEST 427.7 FEET, THENCE SOUTH 57° 10' WEST 202.0 FEET, THENCE SOUTH 1° 34' WEST 80.03 FEET, THENCE NORTH 4° 40' WEST 40.4 FEET, THENCE NORTH 249.2 FEET, THENCE EAST 565.9 FEET, THENCE SOUTH 52° 37' EAST 94.6 FEET, THENCE SOUTH 41° WEST 56.4 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THOSE STREETS, NORTH PARK AVENUE PLACE AND WEST PARK AVENUE PLACE AS SHOWN ON PLAT OF GRAY'S ADDITION RECORDED JULY 12, 1953 AT RECEPTION NO. [1158491](#),

PARCEL III:

A TRACT OF LAND IN THE FORM OF A CIRCLE WHERE THE STAND PIPE OF THE JOHNSTOWN WATER WORKS SYSTEM IS NOW LOCATED, BEGINNING AT THE CENTER OF THE SAID STAND PIPE AS THE CENTER OF THE CIRCLE WHOSE RADIUS IS TWENTY FEET (20) AND WHOSE AREA IS TWELVE HUNDRED FIFTY-SIX AND 64/100 (1256.64) SQUARE FEET, SAID TRACT OF LAND BEING LOCATED IN THE SOUTH ONE HALF (1/2) OF THE SOUTH WEST ONE FOURTH (1/4) OF SECTION FIVE (5), TOWNSHIP FOUR (4) NORTH, RANGE SIXTY-SEVEN WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

PARCEL IV:

LOT 10, BLOCK 3, CALLAHAN HEIGHTS ADDITION, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, AS SHOWN ON MAP OF AMENDED CONSOLIDATED SCHOOL DISTRICT NO. 48 ADDITION RECORDED DECEMBER 11, 1954 AT RECEPTION NO. [1194279](#),

EXCEPTING THEREFROM THAT PORTION AS CONVEYED BY QUIT CLAIM DEED RECORDED AUGUST 18, 2020 AT RECEPTION NO. [4620403](#),

AND ALSO EXCEPT THOSE RIGHT OF WAYS FOR JAY AVENUE (PREVIOUSLY KNOWN AS ST. VRAIN BOULEVARD) AND PARK AVENUE AS PRESENTLY LOCATED.

PARCEL V:

THAT PORTION OF LETFORD PARK AS SHOWN ON PLAT OF CALLAHAN HEIGHTS ADDITION RECORD
APRIL 30, 1927 AT RECEPTION NO. 510403 WHICH IS NORTH OF PARCEL I HEREIN, COUNTY OF WELD,
STATE OF COLORADO.

TOWN MANAGER'S REPORT



November 2024

johnstownco.gov



Administration, Finance, Planning, and Human Resources

Upcoming Council Meetings & Work Sessions

If there are topics that the Council would like Staff to schedule for discussion, please let me know.

The following topics are recommended for Council discussion (all meetings will be held in the Town Council Chambers unless otherwise indicated):

- 11/04/2024 – Regular Council Meeting
- 11/18/2024 – Regular Council Meeting
- 12/02/2024 – Regular Council Meeting
- 12/12/2024 – Special Called Meeting 6PM – TENTATIVE – FY2025 Budget Adoption
- 12/16/2024 – Regular Council Meeting

Hiring

The Town recently welcomed Brandon Torrez as Sr Project Manager to the team on September 30. We have also extended an offer for the Civil Engineer II position. We are currently interviewing for Community Service Officers, Police Officers and Police Cadets. We are in the process of recruiting a Public Works Director and Executive Administrative Assistant.

Open Enrollment

We will be wrapping up open enrollment for employee benefit selections on November 8th for the 2025 calendar year.

Biz Walk

Staff met with Canyon Bakehouse during the month of October as part of our monthly business walk program. Did you know, they do exclusively gluten free bread in the facility here in Johnstown!

Municipal Court

October 2024 Court data is broken down for Council's review below, with a total of cases 174 being closed:

- Code Violations: 5
- Traffic Violations: 120
- Theft: 9
- Other Criminal Cases: 4
- Parking: 36

Little Thompson Trail Project

The Town is working on finalizing the Little Thompson Trail Project contract with L4 to begin construction on the final section of the trail along Centennial Drive/WCR 46½. This contract will complete the final 250' segment that still is incomplete due to standing water. The water will be piped to the Little Thompson River and will include a Supplemental Water Supply Plan in compliance with the State.

Shop Local Campaign

The Economic Development team is working with the Communications team to launch in mid-November our annual Shop Local Campaign which will focus on encouraging shoppers to shop local by engaging with our online Business Directory. Johnstown Businesses have been encouraged to update their public profiles and utilize the platform throughout the holidays to promote services and specials.

Downtown Master Plan Project

In October, the Downtown Masterplan Project launched the Phase 2 survey aimed at gathering community feedback on desired priorities regarding updates and improvements for the downtown area. The survey has since closed, and Town Staff are now in the process of integrating the valuable input received from residents into the masterplan document. They anticipate having a draft ready for stakeholders to review in the near future, ensuring that the final plan reflects the community's vision and priorities for a vibrant downtown.

Rebate Checks

Property tax rebate checks with a total value of \$650,000 were mailed to residential property owners in mid-September. To date, the majority of the checks have been cashed.

Social Media



Auditing Services

Staff is working to finalize the agreement between Hinkle & Company PC and the Town to provide auditing services as approved by the Council.

Senior Center

The Fright Fraud event had a great turnout with 80 adults attending the drive thru shred event. This event was a partnership between AARP Elderwatch, UCHHealth, Mead and Milliken Senior Centers. Upcoming events include: Coffee with a Cop, Cooking Program, Holiday Light Tour, Parks Master Plan Outreach, Colorado Eagles game, and the Christmas Boutique.

October Participation is as follows:

- Fall color tour 13
- Fight fraud, shred instead 80
- Shop till you drop 2
- Breakfast trip 13
- Footcare w/Advanced Footcare 10
- Creative crafts 5
- Colorado Eagles game 11
- Monthly casino trip 9
- Lunch trip 14
- Inks and drinks 10
- Weekly cards 53
- Weekly Diamond Dots 29
- Weekly Friendly Fork Meals 223
- Weekly Tai Chi Chih 32

CivicMedia

The Communications Team is set to implement CivicMedia on our website, transitioning the livestreaming of Town Council Meetings from Facebook to JohnstownCO.gov. This change will help drive traffic to our site and centralize all information related to Town Council in one convenient location. The tentative go-live date for this new platform is scheduled for the November 18, 2024 Town Council Meeting.

Centennial and Letford Park Site Plans

Work is continuing at a rapid pace on the master plans for Centennial and Letford Parks. A biologist was onsite at the future site of Centennial Park on October 25 to investigate the habitat.

Approximately 700 responses to the community survey were submitted, which is an amazing turnout! We will be hosting an Open House to unveil initial concept drawings for the two park sites on November 19, 2024, at 5:30pm, here at Town Hall. You should receive a flyer with your utility bill with additional information.

Police Department

Stats

Statistical data was gathered during the period of September 23–October 24.

- Officers responded to 1460 calls for service.
- Top incident types:
 - Suspicious Activity (84)
 - Code Violations (214)
 - Follow Up (74)
 - Traffic Accidents (48)
 - Thefts (58)
 - Check Wellbeing (74)
 - Meets (122)
- 212 Citations
- 86 Arrests (Includes Cited/Summoned/ Referred arrest types)
- Physical Arrest Only (38)
- Top arrest types – Theft and Warrants

Development Services Building

We are continuing to work with our consultants, D2C Architects, on the design of the new Development Services building and the Construction Management/General Contractor (CMGC) contract is currently out to bid.

Planning & Zoning Commission

The Commission did not convene in October, but we have a meeting planned for November 13.

Case of Interest

In early September the Police Department received numerous complaints of a juvenile making statements to shoot up RHS. There were numerous complexities to this case due to false information going around on social media, specifically Snap Chat. Numerous interviews were conducted by patrol, detective division, and the SRO. It was determined that the threat was made-up and that the suspect juvenile didn't make the statement. The juvenile that reported the suspect was charged with harassment and false reporting. The thorough investigation prevented a juvenile from being charged who didn't commit a crime and held a juvenile accountable for making false allegations.

Training - CLI

Detective Sergeant Perry completed the FBI leadership trilogy by completing the Command Leadership Institute. He was awarded the trilogy award by the FBI.

Training - DTAC

Department training in defensive tactics. The class was taught by in-house instructors, Officer Flessner and Officer Jaramillo.

Training - FET

Detective Grounds completed Field Evidence Basic training at Windsor PD.

Stay & Play

Chief Strossner and Officer Mee read to kids at the Glenn A. Jones Library, fostering that relationship between our police department and our youth.



Training - I-9000

Officer Mee and Officer Perlas completed intoxilizer I-9000 training. They are now certified to test breath samples for alcohol.

Training - POST Firearms

Officer Beckman completed the POST firearms instructor course. He is now certified to be an in-house firearms instructor.

GOAT Award

The detective division received the GOAT award from town leaders due to their steadfast investigations of numerous high profile and complex cases.



Public Works Department

Work Orders

Crews completed 132 work orders this review period consisting of asphalt patching, street sweeping, gravel road grading, road sign repair, funerals, park mowing, winterizing of park irrigation systems and bathrooms, weed mitigation, tree planting, storm sewer inspections, installation of Town Limit signs, and a variety of other streets/storm/parks/facilities/fleet-related work.

2024 Asphalt Patching Program

The asphalt contractor has finished all the scheduled work, and the closeout documents have been filed.

2024 Concrete Repair Program

The concrete contractor has completed 90% of the scheduled work. ADA ramps and a concrete pan at the intersection of SH 60 and Telep are scheduled for completion in November.

2024 Alley Overlay Program

Concrete crews installed the first alley for this program. The new concrete alley is south of North 2nd Street and between North Estes Avenue and North Fremont Avenue.



West Parish Alley Project

Design of Xcel electrical easements has been complete and is expected to be reviewed by Xcel the starting in November. Staff will begin coordinating with property owners regarding these easements in November once approved by Xcel Energy. To accommodate the seven utilities within the alley, the sanitary sewer will be realigned into a configuration to alleviate design issues. The Town's design consultant, BHA Design, is working on a final sewer design ahead of the electric design package to allow this scope to be constructed ahead of Spring 2025 before the overhead electric is relocated. This project is expected to be complete by the end of 2025.

Maestas Street Drainage

Matrix Design Group has performed utility surveying and existing topographical surveying to begin the design of the storm sewer improvements. The existing topographical survey will be compared to previous Lidar survey to ensure the anticipated storm water conveyance is correct for design. Terracon Consultants will perform geotechnical drilling to evaluate subsurface soils for the pavement design and to evaluate if any groundwater is present in the area in late October. A preliminary roadway design is anticipated in late November 2024. A draft plan for the stormwater design is anticipated to be received before the new year. As a reminder, the Town is moving forward with the installation of storm sewer facilities, including curb & gutter, sidewalks, storm inlets, and overflow channels along Parish Avenue, Herrera Street, and Maestas Street.

Little Thompson River Pedestrian Bridge

Staff received 12 bids for the construction phase of the project on October 15, 2024. After careful review of the received bids, Staff intends to recommend contract award to RCD Construction, Inc. at the November 4, 2024 Town Council meeting. Staff has been in contact with the contractor to verify any long lead items ahead of construction. Staff has communicated with the contractor to have a preconstruction meeting ahead of the Thanksgiving Holiday with a notice to proceed to follow shortly thereafter. The supplier of the pedestrian bridge remains on schedule for fabrication completion of December 2024, and the project is expected to be fully completed by Spring of 2025.

Country Acres Storm Drainage Improvements

The Town has acquired a total of 5 parcels off Sandra Drive for the purposes of designing and constructing a detention pond capable of protecting the community from future flooding events. The Town's consultant, Alfred Benesch & Co. has provided a conceptual design of the detention pond and storm sewer improvements for staff to review. Completion of this project is on schedule for Summer of 2025.

Eddie Aragon Park Playground Rehab Project

The Town's contractor, Go Play Inc. has begun installing the new playground at Eddie Aragon Park, with completion expected by November 8. The project involves removing outdated equipment and replacing it with a larger, ADA-compliant playground designed to offer more interactive and engaging play experiences. This \$492,000 upgrade will enhance the park system, providing a safe and inclusive space for children of all ages to enjoy.

The Community that Cares

Roosevelt Parkway & WCR13

The Town's design consultant, Alfred Benesch & Co., continues with the design of the roundabout. A preliminary design is expected before the Thanksgiving Holiday that will then be reviewed by Staff. Design is expected to be complete in Spring of 2025 with construction of the roundabout taking place in Summer 2025.

State Highway 60 & WCR13

The Town's design consultant, Alfred Benesch & Co., is in the process of acquiring the necessary right-of-way needed for the ultimate design configuration of Colorado Boulevard (WCR13). Benesch has provided Staff with a list of materials needed for the traffic signal equipment for the ultimate design of the intersection. Due to long lead times of these materials, Staff is requesting quotes for these materials to procure them in advance of construction to avoid delays to the project.

State Highway 60 & I-25 Bridge Aesthetic Package

Staff has been in communication with CDOT on outstanding punch list items from the 12-month landscape warranty. Staff and CDOT have agreed that these punch list items will be addressed in Spring 2025 due to temperature constraints.



Utilities

Water Treatment Plant

- Average Daily Flows: 4.079 MGD
- Replaced internal components of the 3E 12" Pressure Reducing Valve (PRV) to allow utilization of the PRV once again to fill the North elevated storage tank via SCADA remote controls.
- The GAC media removal is scheduled to begin October 28th.
- Periodic inspections of the elevated North and South storage tanks were completed as well as the on-site storage tanks. Repairs were made to vent screens and other appurtenances.

Central Waste Water Treatment Plant

- Average Daily Flows: 0.834 MGD
- Moltz is preparing to install a temporary diverter in the new IPS.
- Our cold weather process changes are being reviewed by the operators.
- The microscreen bypass has been tested and is ready for the cold weather process changes.

Inspections

- 1,871' water main
- 9,143' sewer main
- 2,948' storm water
- 167 water/sewer inspections
- 15,866' curb and gutter
- 4,940' of sidewalks
- 2,414' of asphalt

Low Point Waste Water Treatment Plant

- Average Daily Flows: 0.417 MGD
- The extended concrete approaches to buildings are complete.
- The intermittent issues concerning blower modulations are being addressed through work with SCADA integrators and Aerzen.
- Electrical contractors have roughed out electric overhead door controls.

Sewer Collection & Water Distribution

- Locates: 822
- Meters: 75 new installs, 33 meter replacements
- The inverted siphon line on WCR 17 was cleaned with a pipeline pig.
- There was a sewer point repair done new 28 S Greeley Ave.
- There was a service waterline repair done at the VFW.

WCR 17 Sewer Line Cleaning



Capital Projects - Central Wastewater Treatment Plant

Construction of the MBR building, the secondary process basins, the solids holding tank, and the headworks are progressing well. The Masons have finished work on headworks (photo below, left) and the metal building subcontractor has installed a significant portion of the metal building structure (photo below, right). In November, roofing and siding will be getting started after some of the large equipment is placed.



Lone Tree Raw Water Transmission

The Larimer County 1041 Permit has been submitted for Larimer County review and we are awaiting their comments. Town Staff and the project team are continuing to coordinate with the various stakeholders including the Home Supply Reservoir and Ditch Company and the railroad to ensure that all permits and agreements are in place prior to advertising the project for construction. The landman is also continuing conversations with several key property owners on easement acquisition and has been able to get in touch with most of the impacted property owners. In addition, the design engineer continues to progress design plans for both the pump station and the pipeline and incorporating property owner feedback. The design engineer is holding off on finalizing the plans until some of the key easements are acquired.

SH60 Waterline Replacement and Extension

Town Council awarded the project to Coyote Ridge Construction and approved the construction design services contract in October. Town Staff is working with the Contractor to obtain a project schedule. Also, Town Staff continues to coordinate with several property owners on easement acquisition.

Capital Projects - Water Treatment Plant Expansion

The contractor is continuing to work on site yard piping, ordering materials, and installation of below ground concrete structures. Below are two photos, the left photo is of the drain pump station, and the right is the membrane feed wetwell. Town Staff is continuing to coordinate with Xcel on the gas and electric services to ensure that there are no delays to construction.





450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 4, 2024

SUBJECT: Contract Award to RCD Construction, Inc. Approving Little Thompson River Pedestrian Bridge Project

ACTION PROPOSED: Consider Awarding the Contract to RCD Construction, Inc. for Little Thompson River Pedestrian Bridge

ATTACHMENTS:

1. Notice of Award
2. Construction Contract
3. Performance Bond
4. Payment Bond
5. Little Thompson River Pedestrian Bridge Project Manual
6. Addendum #1
7. Addendum #2
8. Addendum #3

PRESENTED BY: Brandon Torrez, Senior Project Manager

AGENDA ITEM DESCRIPTION:

The Public Works Department (PWD) is requesting to continue with the Little Thompson River Multi Modal Trail program. The Little Thompson River Pedestrian Bridge project aims at connecting the previously constructed Little Thompson River Trail project constructed in 2023 to an existing trail west of the Great Western Railroad on the north side of Weld County Road 46 ½ west to Weld County Road 17. The construction of the of this pedestrian bridge will result in a fully connected multimodal trail as listed above which spans from Weld County Road 19 (west end) to areas of interest such as Downtown and the Johnstown YMCA. This project will provide safer pedestrian traffic for The Overlook at Johnstown Farms community to the west of the Little Thompson River as those residents currently must use Weld County Road 46 ½ which is shared by motorists.

This project would start in November/December 2024 and is anticipated to be complete by mid-April 2025 due to Little Thompson River improvements that are required per the 404 permit provided by the Army Corp of Engineers. This work is only able to be performed during non-peak runoff seasons of the Little Thompson River.

The project was publicly bid by means of an RFP prepared by Otak the design engineer. The Town received 13 bid responses which are detailed below:

Contractor	Total Bid Price
RCD Construction Inc.	\$ 332,558.66
Dietzler Construction Corp.	\$ 348,150.44
HEI Civil	\$ 358,750.00
L4 Construction, LLC.	\$ 364,911.00
JAGS Enterprises	\$ 393,456.38
Elite Industries, Inc.	\$ 426,107.00
Stone and Concrete, Inc.	\$ 437,481.00
Meridian Partners, LLC.	\$ 444,069.00
Mountain Constructors, Inc.	\$ 464,624.80
TLM Constructors, Inc.	\$ 482,836.50
ABCO Contracting, Inc.	\$ 563,325.40
Meyer & Sons Construction, LLC.	\$ 609,847.35
Standard Concrete, Inc.	\$ 749,264.53

After careful consideration and review of all responses, Staff recommends awarding the bid to RCD Construction, Inc. as the low bid contractor. Their proposal was complete, they have performed similar scope that is comparable to this project, references provided positive feedback, and Staff believes they are capable of performing this project.

STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environment
 - *Invest in, enhance, and conserve our parks, open spaces, agricultural areas and natural environment*
- Quality Infrastructure & Facilities
 - *Ensure future viability of infrastructure and facilities*

LEGAL ADVICE:

The Town Attorney has reviewed and accepted the language in the Town's Professional Services Agreement to be utilized for contract execution.

FINANCIAL ADVICE:

The funding for the Little Thompson River Pedestrian Bridge is included in the 2024 Fiscal Year Budget at a total amount of \$448,000.00 and to ensure completion in 2025, the FY 2025 budget has programming available for this purpose.

RECOMMENDED ACTION: Staff recommends awarding the contract for the Little Thompson River Pedestrian Bridge to RCD Construction, Inc. in the amount of \$332,558.66.

SUGGESTED MOTIONS:

For Approval: I move to approve the contract for the Little Thompson River Pedestrian Bridge as presented with RCD Construction, Inc. in the amount of \$332,558.66, as well as provide access to a 10% contingency by authorization of the Town Manager to approve the use of these funds for unforeseen construction expenses encountered on the project not to exceed the budgeted amount, and authorize the Town Manager to execute the contract.

For Denial: I move to deny the contract with RCD Construction, Inc. in the amount of \$332,558.66 as presented.

Reviewed and Approved for Presentation,



Town Manager

NOTICE OF AWARDDATE OF NOTICE OF AWARD: November 5, 2024TO: RCD Construction, Inc.

The Town has considered Bids for the above Project in response to its Advertisement to Bidders.

You are hereby notified that the Town accepts your bid for the **2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT** in the amount of Three Hundred Thirty Two Thousand Five Hundred Fifty Eight Dollars and sixty six cents (\$332,558.66)

You are required to execute the Agreement for Construction Contract with the Town of Johnstown and furnish the required Certificates of Insurance and Performance and Payment Bonds within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement for a Construction Contract or furnish the insurance certificates and bonds within ten (10) days from the date of this Notice, the Town will be entitled to consider all your rights arising out of the Town's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Town will be entitled to such other rights as may be granted by law.

The Town of Johnstown

By: Brandon Torrez

Title: Senior Project Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 2024.

CONTRACTOR

By: _____

Title: _____

CONSTRUCTION CONTRACT

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

THIS CONTRACT is made at the Town of Johnstown, Colorado, by and between the **Town of Johnstown, Colorado** (Town), a municipal corporation, and **RCD Construction, Inc.** (Contractor), a Colorado corporation, whose address is 1830 1ST Ave GREELEY, COLORADO 80631.

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

SCOPE OF WORK. The Contractor shall execute the entire Work described in the Contract.

CONTRACT DOCUMENTS. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

LIST OF CONTRACT DOCUMENTS.

The Contract Documents, except for Modifications issued after execution of this Agreement, are:

1. Change Orders;
2. Agreement for Construction Contract;
3. The following addenda, if any:

#01	September 19, 2024	Pages 1-2
#02	October 4, 2024	Pages 1
#03	October 4, 2024	Pages 1-7
4. Special Conditions
5. Town of Johnstown Construction Contract General Conditions;
6. Technical Specifications
7. The following Drawings:

Little Thompson River Trail Bridge	September 10, 2024
---	---------------------------
8. Notice to Proceed
9. Notice of Award
10. Invitation to Bid
11. Bid Bond
12. Proposal
13. Information and Instructions to Bidders
14. Performance Bond and Payment Bond
15. Insurance Certificates
16. Work Schedule.

CONTRACT PRICE. The Town shall pay the Contractor on a per unit price basis for the total quantity of Work performed and the completion of the Project according to the Contract, subject to change orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay the Contractor, in accordance with the unit prices of the Bid Schedule, a total amount not to exceed **\$332,558.66 DOLLARS** (Contract Price), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Town has appropriated sufficient funds for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within 10 calendar days from and including the date of Notice to Proceed, and must complete the work within 90 consecutive calendar days thereafter, on or before XXX, 2025. The foregoing completion date supersedes and replaces the provision in the contract documents providing that the work is required to be complete by April 15, 2025.

LIQUIDATED DAMAGES. If the Contractor fails to substantially complete the Work by the date set for substantial completion in the Contract, or if the completion date is extended by a change order, by the date set in the change order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$1400.00 for each calendar day that the Work shall remain uncompleted from monies due or that may become due to the Contractor. This sum is not a penalty but is the cost of field and office engineering, inspecting, interest on financing and liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of it that are not completed on time, and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of the Town of Johnstown incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms are impossible to measure.

SERVICE OF NOTICES. Notices to the Town are given if sent by registered or certified mail, postage prepaid, to the following address:

TOWN OF JOHNSTOWN
ATTN: Matt LeCerf
notices@johnstownco.gov
450 S. Parish Ave
JOHNSTOWN, CO 80534

INSURANCE PROVISIONS. The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Johnstown as to limits, form and amount.

RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; the Contractor's failure to comply with the provisions of the Contract; the Contractor's neglect of materials while constructing the Work; because of any act or omission, neglect or misconduct of the Contractor; because of any claims or amounts recovered from any infringements of patent, trademark, or copyright, unless the design, device, materials or process involved are specifically required by Contract; from any claims or amount arising or recovered under the "Workers' Compensation Act," by reason of the Contractor's failure to comply with the act; pollution or environmental liability; or any failure of the Contractor to comply with any other law, ordinance, order or decree. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose, for the Town's use. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that the Contractor and the Town are adequately protected by public liability and property damage insurance.

The Contractor also agrees to pay the Town all expenses incurred to enforce this "Responsibility for Damage Claim" agreement and if the Contractor's insurer fails to provide or pay for the defense of the Town of Johnstown, its officers and employees, as additional insureds, the Contractor agrees to pay for the cost of that defense.

Nothing in the **INSURANCE PROVISIONS of the General Conditions** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

STATUS OF CONTRACTOR. The Contractor is performing all work under the Contract as an independent contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor nor will the Contractor exercise supervision over any employee or official of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation benefits and are obligated to pay federal and state income tax on money earned pursuant to the Contract.** This is not an exclusive contract.

THIRD PARTY BENEFICIARIES. None of the terms or conditions in the Contract shall give or allow any claim, benefit, or right of action by any third person not a party to the Contract. Any person except the Town or the Contractor receiving services or benefits under the Contract shall be only an incidental beneficiary.

INTEGRATION. The Contract is an integration of the entire understanding of the parties with respect to the matters set forth in it.

DEFINITIONS. The Definitions in the General Conditions apply to the entire Contract unless modified within a Contract Document.

EXECUTED this _____ day of _____ 2024.

TOWN OF JOHNSTOWN

By: _____
Town Manager

Attest:

Hannah Hill, Town Clerk

CONTRACTOR

By: _____

Title: _____

NOTARY BLOCK

State of _____)
) ss:

County of _____)

The foregoing instrument was acknowledged before me by _____

(Name of party signing)

as _____ of _____

(Title of party signing)

(Name of corporation)

a _____ corporation, on behalf of the corporation, this (State of incorporation)

_____ day of _____, 2024.

Witness my hand and official Seal.

My Commission expires _____

Notary Public _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Firm _____
Address _____

a _____, hereinafter referred to as “Principal” and
Individual, Partnership or Corporation

Name of Surety _____
Address of Surety _____

hereinafter referred to as “Surety” are held and firmly bound unto the Town of Johnstown, 450 S. Parish, Johnstown, Colorado 80534, hereinafter referred to as “Town”, in the penal sum of

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly, severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with the Town, dated the ____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Town, with or without notice to the Surety and during the one-year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Town from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Town all outlay and expense which the Town may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any ways affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

INWITNESS WHEREOF, this instrument is executed this ____ day of _____, 2024.

ATTEST:

Principal

Principal Secretary

(SEAL)

By _____

Witness as to Principal

Address

Address

ATTEST:

Surety Secretary

(SEAL)

Surety

Witness as to Surety

By _____
Attorney-in-Fact

Address

Address

NOTE: Date of bond must not be prior to date of contract. If contractor is a partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Firm _____
Address _____

a _____ hereinafter referred to as “Principal” and
Individual, Partnership or Corporation

Name of Surety _____
Address of Surety _____

hereinafter referred to as “Surety”, are held and firmly bound unto the Town of Johnstown, S. Parish St., Johnstown, Colorado, 80534, hereinafter referred to as “Town”, in the penal sum of _____ (\$ _____) in a lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Town, dated the _____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

NOW, THEREFORE, if the Principal shall, during the entire length of said contract and any extension thereof, promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work or to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2024.

ATTEST:

Principal

Principal Secretary

By _____

(SEAL)

Witness as to Principal

Address

Address

ATTEST:

Surety Secretary

Surety

(SEAL)

Witness as to Surety

By _____
Attorney-in-Fact

Address

Address

NOTE: Date of bond must not be prior to date of contract. If contractor is a partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570, as amended) and be authorized to transact business in the state where the project is located.



PROJECT MANUAL

TITLE:

2024 Little Thompson River Pedestrian Bridge Project

ISSUED ON: 09/12/2024

BIDS DUE: 10/15/2024 2pm MST

PRE-BID MEETING: 10/17/2024

TENTATIVE AWARD DATE: 10/28/2024

Address

450 South Parish Ave
Johnstown, CO 80534

Contact

Name: Jason Elkins
Title: Public Works Director
Phone No.: 970-578-9603
Email: jelkins@johnstownco.gov

TABLE OF CONTENTS

ADVERTISEMENT FOR BID	2
INFORMATION AND INSTRUCTIONS TO BIDDERS	5
CONSTRUCTION CONTRACT GENERAL CONDITIONS	13
CONSTRUCTION CONTRACT	38
BID FORM.....	43
BID SCHEDULE	47
CERTIFICATE OF INSURANCE.....	50
BID BOND.....	51
NOTICE OF AWARD	52
PERFORMANCE BOND	53
PAYMENT BOND	55
NOTICE TO PROCEED.....	57
NOTICE OF SUBSTANCIAL COMPLETION	58
NOTICE OF CONSTRUCTION ACCEPTANCE	59
NOTICE OF CONTRACTOR SETTLEMENT.....	60
FINAL RECEIPT AND GUARANTEE	61
SPECIAL CONDITIONS	62
PROJECT SPECIFICATIONS	Appendix

ADVERTISEMENT FOR BID

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

Pre-Bid Meeting will be held in person at:

TOWN HALL
450 S. PARISH AVENUE
JOHNSTOWN, COLORADO 80534

The meeting is scheduled for Tuesday September 17, 2024 at 2:00 pm. Bidder attendance at pre-bid meeting is NOT mandatory.

The Town will only accept bids in hard copy format and will not accept bids submitted via fax, email, or other means. Bids are to be submitted in a sealed Package with the following on the outside of the envelope:

Company Name
Bid Title
Due Date and Time

BIDS MUST BE RECEIVED no later than:

October 15, 2024, at or before 2:00 pm local time at:
TOWN OF JOHNSTOWN TOWN HALL
450 S. PARISH AVENUE
JOHNSTOWN, COLORADO 80534

Bids will be opened and publicly read aloud and must be received prior to the above stated time and date. Bids received after this date and time will not be considered for award and will be returned, unopened.

SCOPE: Work to be performed under this Contract includes construction of the Little Thompson River Pedestrian Bridge. Project construction includes but is not limited to:

1. Erosion Control
2. Earthwork
3. Riprap Soil Placement
4. Concrete Bridge Abutments
5. Owner Provided Bridge Placement
6. Trail Connection
7. Railing Installation
8. Site Restoration and Plantings

This project must be substantially complete on or before April 15, 2025. All bids shall specify the anticipated starting and completion dates.

BID CONDITIONS: The Town of Johnstown is seeking qualified Contractors with applicable experience comparable to the Scope of Work, as described above. Bidders must provide a Bid Proposal stating how they meet or exceed the following minimum qualification criteria in order to be considered for award. Any Bidder that fails to comply with the following requirements will be considered non-responsive.

1. The Contractor shall demonstrate successful completion of at least two (2) qualifying projects of similar scope within the last 5 years.

2. The Contractor's project manager and on-site representative who will be directly responsible for managing the project shall each have demonstrated successful completion of responsibilities on at least two (2) qualifying projects of similar scope and complexity in the last ten (5) years.
3. Contractor must demonstrate current capacity in workload to perform the work efficiently and effectively in a timely manner.
4. Qualifying projects must have been performed for federal, state, or local government agencies. Projects performed for developers or private entities will not be considered qualifying projects.
5. Qualifying projects must be valued at a minimum of \$500,000.00.
6. Qualifying projects must have been performed principally by the Contractors' own forces. Work performed principally by other contractors or subcontractors will not be considered qualifying.

AWARD: The Town intends to award the 2024 Little Thompson River Pedestrian Bridge Project to one Contractor. Award shall be made to the lowest and/or best bidder as determined by the Town in its sole discretion. Bidders may be disqualified for past failure to follow proper change order processes or failure to complete projects in a timely and/or professional work like manner. The Town of Johnstown reserves the right to cancel this Advertisement to Bid; reject any and all Bids, in whole or in part; to adjust the quantity of Work to be done as mandated by budgetary requirements; and to waive informalities or irregularities in the Bids received; when it is in the Town's best interest to do so.

BID SCHEDULE: An electronic copy of the Bid Schedule is provided with the Advertisement for Bid. The Contractor is required to input unit prices and total cost for all bid items into the Bid Schedule. Contractors are required to return one hard copy of the Bid Schedule with the Bid Package.

Schedule of Events (subject to change)	All Times are given in Mountain Time
RFB Issued	September 13, 2024
Pre-bid Meeting	September 17, 2024 at 2:00 pm
Deadline for Questions	October 1, 2024 at 7:00 am
Final Addendum Issued	October 4, 2024 at 10:00 am
Bid Due Date and Public Opening	October 15, 2024 at 2 pm
NTP (tentative)	November 11, 2024
Project Completion Including Punch List	April 15, 2025

BID POSTING: All official communication from the Town to Bidders will be via postings on an electronic solicitation notification system, RMEPS on bidnetdirect.com. The Town will post notices that will include, any modifications to administrative or performance requirements, answers to questions received, clarifications to requirements, and the announcement of award. It is incumbent upon Bidders to carefully and regularly monitor for any such postings. The Town of Johnstown does not guarantee accurate information obtained from sources other than RMEPS.

BID REQUIREMENTS: A Bid Bond in an amount equal to 5% of the total Bid amount is required at the time of the Bid Opening. The Guarantee must be a Bid Bond executed by the Bidder on the Town's Form. No Bid will be considered unless accompanied by the Bid Guarantee.

No Bidder may withdraw a Bid for a period of 60 days after the date fixed for opening the Bids

The successful Bidder shall provide the Town with a Certificate of Insurance naming the Town of Johnstown as an additional insured for all policies required in the General and Special Conditions, a Statement of Liability and Indemnity, and with proof of Workers' Compensation coverage.

If awarded the Bid, a Performance Bond and Payment Bond are required within ten (10) days of the date the written Notice of Award, each for the total amount of the Contract Price. Contractor must be able to bond for the full contract amount for this project.

INFORMATION AND INSTRUCTIONS TO BIDDERS

2024 Little Thompson River Pedestrian Bridge Project

SECTION 1 - BID PROCESS SUBJECT TO PURCHASING CODE

- 1.1 Bidding shall be conducted subject to the Purchasing Policies section of the Town of Johnstown Comprehensive Financial Management Policies.
- 1.2 The Town of Johnstown Purchasing Policies establishes a preference for doing business with local companies.
- 1.3 Local bidders will be provided a five (5%) percent preference for contract sums ranging from \$0.00 to \$4999.00, a two (2%) percent preference for contract sums ranging from \$5,000.00 up to \$999,999.99, and within one (1%) percent on contract sums ranging from \$1,000,000.00 up to \$5,000,000.00.
- 1.4 Notwithstanding the foregoing, the local bidder must otherwise meet all qualifications and procurement policy requirements of the Town, including, but not limited to, the “best bid” requirements, in order to be awarded a bid under this section
- 1.5 Applicable definitions are as follows:
 “Local” is defined as a business operating within the corporate limits of the Town of Johnstown, with the majority of its primary business operations, including, but not necessarily limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within the town limits. “Local” shall not include the following:
 - Those businesses with only a local Johnstown post office box;
 - Those businesses with a sales presence in the Town, but no physical business location within the Town limits.

SECTION 2 - DATE OF RECEIVING BIDS

- 2.1 Sealed Bids called for by the Advertisement for Bid will be received as directed in the Advertisement to Bid and then will be publicly opened and read. Bidders are requested to be present at the time the Bids are opened. Bids received after the time specified shall be returned unopened.

SECTION 3 - BID FORMS

- 3.1 The Town shall publish on Rocky Mountain BidNet the Bid Documents which will state the location and description of the proposed Work and will show the estimate of the various quantities of work to be performed and materials to be furnished, the time in which the work must be completed, the amount of the "Bid Guarantee" (which must accompany the Bid) and the date and time of the opening of the Bids. The Bid Documents will also state any special provisions or requirements, which vary from or are not contained in the Specifications. All forms attached to the Bid Forms are a necessary part thereof and must not be detached. Bids must be in ink or printed. No Bid alterations or interlineations will be permitted, unless made before submission, and initialed and dated. If initialed, the Town may require the Bidder to identify the alteration so initialed.
- 3.2 Each Bid must contain the full name(s) and address of the Bidder(s), and any person signing any Bid as agent of another, or of a firm, must furnish legal evidence of authority to do so.
- 3.3 The Town will not consider more than one Bid from an individual, firm, partnership, or corporation under the same or different names. Evidence that any Bidder is interested in more than one Bid for the same work will be cause for rejection of all such Bids. Collusion between the Bidders will be considered sufficient

Town of Johnstown

450 South Parish Ave, Johnstown, CO 80534 | johnstownco.gov | 970-587-4664

cause for the rejection of all affected Bids. A party quoting prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a direct Bid on the Bidder's own behalf.

- 3.4 Discrepancies: In the event of a difference between extended price and unit price of the Proposal, the unit price governs.
- 3.5 Modifications: Modifications to Bids already submitted will be allowed if received prior to the time specified in the Advertisement to Bid. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised Bids. The modifications shall be in writing and shall be signed in the same manner and by the same person(s) who signed the Proposal.
- 3.6 Withdrawal of Proposal: A Bidder may withdraw a Bid at any time prior to the time Bids are to be opened, by written request of the Bidder. Any such request shall be signed in the same manner as, and by the same person(s) who signed the Bid Proposal.
- 3.7 Alternate Bids: Whenever Alternate Bids are called for specifying the use of several different classes of materials or types of improvements for the same work, all Bidders are requested to submit prices for use of each of the several classes of materials or types of improvements as specified. The material to be used or the type of improvement to be adopted will be selected by the Town after the Bids have been opened and read. Unless otherwise specifically provided in the Specifications for the improvement, Bids shall be made upon each and every item shown on the blank Bid Schedule.
- 3.8 Variation in Estimated Quantities: The Contractor must reasonably expect a variation in the estimated quantities from the actual quantities and no claims will be allowed for anticipated profits, for loss of profits or for damage of any sort because of a difference between the estimate of any item and the amount of the item actually required. The Town reserves the right to eliminate items from the Bid Schedule when the Town deems it in its best interest.

SECTION 4 - FAMILIARIZATION WITH THE WORK AND SITE CONDITIONS

- 4.1 Prospective Bidders shall familiarize themselves with the work, the site where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work. Bidders shall carefully correlate their observations with requirements of the Contract and otherwise satisfy themselves as to the expense and difficulties attending performance of the work. The submission of a Bid constitutes a representation of compliance by the Bidder. There will be no subsequent financial adjustment for lack of such familiarization.
- 4.2 Site Conditions: Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedures, the availability of lands, the character and quantity of surface and sub-surface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedures necessary for maintenance of uninterrupted operation of existing sewers and other utilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of Bids.

SECTION 5 - REQUESTS FOR EXPLANATION

- 5.1 Bidders should notify the Town of any discrepancies in or omissions from the Drawings or Specifications. Any Bidder may submit a written request for an explanation or correction of any part of the Contract, to the Project Manager a minimum of seven days prior to the Bid Opening. The person submitting the request shall be responsible for its prompt delivery.

SECTION 6 - ADDENDA

- 6.1 Any explanations or corrections shall be made as Addenda to the documents and shall be published on Rocky Mountain BidNet for all Bidders. Bidders shall acknowledge receipt of all Addenda in the appropriate spaces provided in the Bid Form. Oral explanations and interpretations made prior to the Bid Opening will not be binding.

SECTION 7 - BID GUARANTEE

- 7.1 A Bid Guarantee in an amount equal to 5% of the total Bid amount is required at the time of the Bid Opening. The Guarantee must be a Bid Bond executed by the Bidder on the Town's form, or a cashier's check payable to the Town of Johnstown. No Bid will be considered unless accompanied by the Bid Guarantee.
- 7.2 When Alternate Bids are called for, providing for the use of several different classes of materials or types of improvements for the same work, one Bid Guarantee in the amount of five percent of the total amount of the highest Bid will be sufficient for all Bids.
- 7.3 The Bid Guarantee of the Bidder(s) to whom a contract award is made may be returned when the successful Bidder executes a contract and files Performance Bond and Payment Bond. The Bid Guarantee of the next lowest responsible Bidder may be retained for a period not to exceed 45 days and may be returned after the execution of the contract and bonds by the successful Bidder. The Bid Guarantee of all other Bidders may be returned after the contract is awarded.
- 7.4 If the Successful Bidder fails to enter into a contract according to the Bidder's accepted Bid or fails to furnish the required bonds within ten (10) days from Notice of Award, the Bid Guarantee shall be forfeited to the Town as liquidated damages.
- 7.5 The next best Bid shall then be considered the successful Bid and, at the discretion of the Town, the contract may be awarded to the Bidder submitting that Bid.

SECTION 8 - BONDS

- 8.1 Bonds shall be executed on the forms included in the Contract Documents (or a form acceptable to the Town) by a corporate bonding company licensed to do business in the State of Colorado and acceptable as Surety to the Town. The forms must be countersigned by the Colorado agent.
- 8.2 A "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond shall accompany the bond.
- 8.3 The Performance Bond and Payment Bond must remain in full force and effect during the entire period of the guarantee.
- 8.4 The successful Bidder shall give a Performance Bond equal to the amount of the Contract Price. The Performance Bond shall guarantee:
- 8.4.A The faithful performance and completion of the work in strict accordance with the terms of the Contract, and each and every covenant, condition and part thereof, according to the true intent and meaning of the Contract Documents, as defined in the Contract and
- 8.4.B The repair or replacement where required, or the cost thereof, for a period of two years after the issuance of the Certificate of Acceptance or until all warranty work is completed, whichever occurs last, of all work performed under the Contract. A separate Payment Bond equal to the amount of the Contract Price is required to ensure the payments of laborers, materialmen, suppliers, and subcontractors in connection with the work performed under the Contract and to satisfy the requirements of §38-26-105 and 38-26-106, C.R.S., as amended.

- 8.5 The Town reserves the right to waive bond requirements if the Total Bid amount does not exceed \$50,000, pursuant to §4.12.320, LMC. In the event the Performance or Payment Bonds are waived, cost of the bonds shall be reflected as a deduction from the total Bid Price, when so indicated on the Bid Form. There will be a Unit Price deduction for the waiver indicated on the Bid Schedule, when necessary.

SECTION 9 - SUBMISSION OF BIDS

- 9.1 One copy of the completed Bid Forms and the Bid Guarantee must be submitted in the Bidder's own envelope. The second copy of the Bid Forms contained in the Bidding Documents are for the Bidder's records.
- 9.2 All copies of the Bid Forms, the Bid Guarantee and any other documents required to be submitted with the Bid shall be enclosed in a sealed, opaque envelope bearing the following address and information:
- TOWN OF JOHNSTOWN TOWN HALL
450 S. PARISH STREET
JOHNSTOWN, COLORADO 80534
PROJECT, BIDDER, OPENING DATE & TIME
- 9.3 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope, having proper postage for delivery, and clearly marked "BID ENCLOSED FOR (PROJECT NAME)" on the outside of the envelope. Send Bids early enough to be received prior to the time and date established for the Bid Opening. Bids with insufficient postage will not be accepted.
- 9.4 It is the Bidders' responsibility to ensure mailed Bids are received prior to the time and date of advertised opening.
- 9.5 Bidders may bring Bids to the Town Hall before the time and date for receipt of Bids in the Advertisement to Bid. Bids received after the time and date for receipt of Bids will not be accepted. Once Bids are submitted, they may not be withdrawn except as stipulated below.
- 9.6 Timely delivery of Bids is the Bidder's responsibility.
- 9.7 Oral, telephone or fax Bids are invalid and will not receive consideration. On occasion, an exception to this procedure may be made. The Town may make an exception under extreme circumstances, at its sole discretion.

SECTION 10 - TAXES

- 10.1 Pursuant to § 39-26-114, C.R.S, the Town is exempt from paying sales or use taxes. Materials and equipment purchased solely for Town projects, that will become a permanent part of the final project, are tax exempt. Contractors and all subcontractors must obtain their own tax exempt number and certificate of exemption from the Colorado State Department of Revenue for each project. The contractor must furnish a copy of such certificate to the Town before purchasing any materials or beginning any construction work. The Town will furnish its tax exempt numbers for the Contractor to reference when applying for its own tax exempt number.

SECTION 11 - BID PRICING

- 11.1 Unit Price Bid Schedule: When the Town requests Unit Prices, the Bidder shall fully complete the schedule of unit prices included in the Bid Schedule.

- 11.2 When the Town includes an additional amount on the Bid Schedule for minor contract revisions and the Town has estimated bid quantities on the schedule, Bidders shall include that add amount in the total Bid price.
- 11.3 The total of all the unit prices bid multiplied by the estimated quantity of each item shall be the total Bid price. The Town will pay for the final measured, used, or delivered quantities at unit prices in the Bid.

SECTION 12 - BIDS

- 12.1 Opening of Bids: The sealed Bids will be opened publicly and read aloud at the time, date, and place set in the Advertisement to Bid. Bidders or their authorized agents are invited to be present and examine any Bid after opening.
- 12.2 Irregular Bids: Bids may be rejected if they show any omission, alteration of form, additions not called for, conditional Alternate Bids, or irregularities of any kind which, in the opinion of the Town, tend to make the Bid indefinite or ambiguous. The Town will reject Bid Proposals with prices which are obviously unbalanced as determined by the Town. Contracts will be awarded only to responsible Bidders capable of performing the class of work contemplated. The Bidder shall furnish a complete statement of the Bidder's experience and of the amount of capital and equipment available for the proposed work in a Bid Proposal.
- 12.3 Collusion: Bids will be rejected if there is reason for believing that collusion exists among the Bidders. Participants in such collusion are subject to suspension and debarment pursuant to the Purchasing Code.
- 12.4 Qualification of Bidders: For certain projects, the Town may require potential bidders to submit information regarding the bidder's qualifications in a Bid Proposal. The requirement for such information will be identified in the Advertisement to Bid. Any information requested by or on file with the Town may be used to qualify or disqualify potential bidders.

SECTION 13 - AWARD OF CONTRACTS

- 13.1 Any or all Bids may be rejected or informalities in bids may be waived at the option of the Town.
- 13.2 The award of the Contract is contingent upon securing an acceptable Bid which will fall within the amount of funds available for construction of the project, or the acquisition of contracted services.
- 13.3 For Bidders who are a Local Business as defined in 1.5 of this document are to certify themselves as such in a Bid Proposal. For purposes of award, bidders meeting these criteria will have a percentage deducted from the amount of their bid to determine the apparent low bidder. The award will be made at the dollar amount of the successful Bidder's bid.
- 13.4 Lowest Responsible Bidder: In determining Lowest Responsible Bidder, in addition to price, the factors listed in 13.4.A through 13.4.I herein will be considered. A bidder may be rejected if, in the judgment of the Town, the bidder does not comply with or meet the criteria defined in one or more of these factors.
 - 13.4.A The ability, capacity and skill of the Bidder to perform the Contract or provide the services required.
 - 13.4.B The ability of the Bidder to perform the Contract or provide the service promptly or within the time specified, without delay or interference.
 - 13.4.C The character, integrity, reputation, judgment, experience and efficiency of the Bidder, to be determined at the sole and absolute discretion of the Town.
 - 13.4.D The quality of performance on previous Town Contracts or services including site conditions, respecting private property surrounding the project, dust control and other performance issues.

Failure on the part of any Bidder to carry out a previous contract satisfactorily shall be deemed sufficient cause for disqualification.

- 13.4.E Sufficient cause for disqualification of the Bidder will exist if, in the Town's opinion, the Bidder does not have adequate experience, personnel or equipment to properly perform the Work under the Contract.
- 13.4.F The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service.
- 13.4.G The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- 13.4.H The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
- 13.4.I Debarment or suspension.

SECTION 14 - ACCEPTANCY OF BIDS AND ITS EFFECT

- 14.1 The Town will act upon the Bids with reasonable promptness after the opening of the Bids. The acceptance of a Bid will be a written Notice of Award signed by the duly authorized representative of the Town. Prior to issuing Notice of Award, contracts or agreements that exceed \$100,000 must be approved by the Town Council unless part of an annual contract and appropriated in the budget. The acceptance of a Bid binds the successful Bidder to execute the required Agreement for Construction Contract and take all action necessary to fulfill the Contract.

SECTION 15 - TIME FOR EXECUTING CONTRACT & DAMAGES FOR FAILURE TO EXECUTE

- 15.1 Any Bidder whose Bid is accepted will be required to execute the Contract and furnish the Contractor's Bonds required under Section 6, Bid Guarantee, within ten (10) days after written notice that the Contract has been awarded to the Bidder. Failure to do so shall constitute a breach of the Contract affected by the acceptance of the Bid.
- 15.2 The damages to the Town for such breach will include loss from interference with the construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid Guarantee accompanying the Bid shall be retained by the Town as reasonable liquidated damages and not as a penalty for such breach.
- 15.3 The Town is authorized, the same as if the Bid Guarantee or Bid contained an expressed stipulation to that effect, to cause such work to be done, or complete the work in-house, or contract with some other Contractor to do so, and/or compute the difference between actual cost to the Town of such improvements and the sum which it would cost if defaulting Bidder complied with the Bid.

SECTION 16 - POST-BID INFORMATION

- 16.1 The Bidder shall, within ten (10) days of receiving the Notice of Award, submit the following information to the Town:
 - 16.1.A A designation of the work to be performed by the Bidder with the Bidder's own forces;
 - 16.1.B The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work;
 - 16.1.C A proposed schedule of construction and estimated monthly payments;

- 16.1.D The Bidder will be required to establish to the satisfaction of the Town, the reliability and responsibility of the proposed Subcontractors to furnish and perform the Work described in the Specifications pertaining to such proposed Subcontractor's respective trade;
- 16.1.E Prior to the Award of Contract, the Town will notify the Bidder in writing if the Town, after due investigation, has reasonable objection to any person or organization on subcontractors list. If the Town, in its sole discretion, has a reasonable objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder shall submit an acceptable substitute Subcontractor, at no additional cost to the Town.
- 16.1.F CDOT Forms 605, 621 and 1415

SECTION 17 - EXAMINATION OF BIDS

- 17.1 All Bids submitted shall be made available for examination by interested parties within a reasonable time following the Bid Opening. All information in the Bid Documents will be available for public scrutiny, unless the Bidder specifically requests confidential treatment of some or all of its commercial data. Requests for confidentiality shall be in writing, and the portions of the commercial data for which confidentiality is requested shall be clearly identified.
- 17.2 Procurement information shall be a public record to the extent provided by Article 24.72, C.R.S., as amended, and shall be available to the public as provided in the statute.
- 17.3 The Final Bid Price and the means by which that price was determined are not commercial data and may not be included in any request for confidentiality.

SECTION 18 - REJECTION OF BIDS

- 18.1 Town reserves the right to cancel this Advertisement for Bid; reject any Bid, in whole or in part; to adjust the quantity of Work to be done as mandated by budgetary requirements; and to waive informalities or irregularities in the Bids received; when it is in the Town's best interest to do so.
- 18.2 The Town reserves the right to accept the Bid which in will best suit the Town's purpose.

SECTION 19 - RIGHT TO INSPECT

- 19.1 The Town may, at reasonable times, inspect the place of business or worksite of the Bidder or the subcontractors at any tier which is pertinent to the performance of the award of the Contract.

SECTION 20 - LAWS TO BE OBEYED

- 20.1 Bidders shall familiarize themselves with the provisions of the laws of the State of Colorado and the Federal Government, and with all local laws and all regulations made which are pertinent to the proposed work and shall comply with the same.

SECTION 21 - EQUAL OPPORTUNITY

- 21.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin, or other reason prohibited by applicable federal, state or local law, ordinance or regulation. The Contractor shall abide by all federal laws in effect during the Contract period which govern Equal Opportunity Employment.

SECTION 22 - LOCAL LABOR AND MATERIALS

- 22.1 Preference shall be given to employment of Colorado labor pursuant to §8-17-101 and 102, C.R.S., as amended.
- 22.2 Pursuant to statutory authority, preference shall be given to materials, supplies, and provisions produced, manufactured, or grown in Colorado, quality being equal to articles offered by competitor outside the state (§8-18-101 through 103, C.R.S., as amended).

SECTION 23 - TIME OF COMPLETION

- 23.1 TIME IS OF THE ESSENCE and the Bidder agrees to comply with all partial completion dates and to substantially complete the Project within the stated time beginning on the date of Notice to Proceed.

DRAFT CONSTRUCTION CONTRACT GENERAL CONDITIONS

*Final Contract will be issued as an Addendum any exceptions to the Contract shall be submitted with Bid
2024 Little Thompson River Pedestrian Bridge PROJECT

SCOPE: Since the General Conditions are general, some conditions may not apply to a particular Project.

ARTICLE 1 - DEFINITIONS AND ABBREVIATIONS

- 1.1 Definitions: Whenever used in the Bidding Documents and Contract Documents, the following terms shall have the following meanings, applicable to both the singular and plural:
- 1.1.1 ADDENDA: Written changes to the Bidding Documents issued at least two days before the Opening of Bids which modify or interpret the Contract or changes the date set for the Opening of Bids.
 - 1.1.2 ALTERNATE BID: An Alternate Bid is an amount stated in the Bid added to or deducted from the base amount of the Bid when the Town accepts a corresponding change in project scope, materials or method of construction described in the Contract.
 - 1.1.3 BID: The proposal the Bidder submits on the prescribed Bid Forms stating the prices for the Work to be performed.
 - 1.1.4 BID FORMS: Bid Form, Bid Bond, Bid Schedule, Bid Proposal including Qualifications, Subcontractors and Related Data and Non-Collusion Affidavit of Prime Bidder.
 - 1.1.5 BIDDER: The person, partnership, or corporation submitting a Proposal for the performance of the Work covered by the Contract.
 - 1.1.6 BIDDING DOCUMENTS: The Advertisement to Bid, Bid Forms, Information and Instructions to Bidders, General Conditions, Contract, Sample Forms, Special Conditions, Technical Specifications, Drawings, and Addenda (if any).
 - 1.1.7 BONDS: Bid Bonds, Performance, and Payment Bonds or other instruments of security, furnished by the Contractor and its Surety according to the Contract.
 - 1.1.8 CALENDAR DAYS: Includes all days in a month including weekends and holidays.
 - 1.1.9 CHANGE ORDER: A written modification of the Contract, issued after award to the Contractor, authorizing an addition, deletion or revision in the Work within the general scope of the Contract or authorizing an adjustment in the Contract Price or Contract Time, mutually agreed upon between the Town and the Contractor.
 - 1.1.10 COMPLETION DATE: The date the Contract specifies the Work is to be completed.
 - 1.1.11 CONTRACT: The Construction Contract consisting of the Agreement for a Construction Contract and the incorporated Contract Documents.
 - 1.1.12 CONTRACT COORDINATOR: The authorized representative of the Town designated to act for the Town in processing the Award of Contracts, maintaining centralized official Contract documentation, providing administrative liaison/coordination, legal liaison/coordination via Town Attorney, and processing of Contract Payment authorizations as approved by the Project Manager.
 - 1.1.13 CONTRACT DOCUMENTS: All the documents expressly incorporated into the Contract by the Agreement for Construction Contract, including but not limited to Addenda, Bid Forms, Change Orders, Final Acceptance, Drawings, General Conditions, Information and Instruction to Bidders, Insurance Certificates, Advertisement for Bid, Notice of Award, Notice of Construction Acceptance,

Town of Johnstown
450 South Parish Ave, Johnstown, CO 80534 | johnstownco.gov | 970-587-4664

Notice to Proceed, Notice of Substantial Completion, Performance and Payment Bonds, Special Conditions, Supplemental Drawings and Schedules, and Technical Specifications.

- 1.1.14 **CONTRACT PRICE:** The total monies payable to the Contractor under the terms and conditions of the Contract.
- 1.1.15 **CONTRACT TIME:** The number of days stated in the Contract for the completion of the Project.
- 1.1.16 **CONTRACTOR:** The person, company, firm or corporation contracting with the Town to construct, erect, alter, install or repair any work or construction project
- 1.1.17 **DRAWINGS:** The part of the Contract prepared or approved by the Project Manager showing the characteristics and scope of the Work to be performed.
- 1.1.18 **DATE OF CONTRACT:** The execution date in the Agreement for a Construction Contract.
- 1.1.19 **DAY:** A calendar day of twenty-four hours each.
- 1.1.20 **FIELD ORDER:** A written order directing a change in the Project issued by the Project Manager to the Contractor during construction.
- 1.1.21 **INSPECTOR:** The Town's authorized representative assigned to make detailed inspection of the Work performed by the Contractor.
- 1.1.22 **NOTICE OF AWARD:** The written notice of the acceptance of the Bid from the Town to the successful Bidder.
- 1.1.23 **NOTICE OF CONSTRUCTION ACCEPTANCE:** The written acknowledgment that construction is complete which starts the warranty period.
- 1.1.24 **NOTICE OF FINAL ACCEPTANCE:** The written acceptance of Work performed under the Contract, following satisfactory conclusion of the warranty period.
- 1.1.25 **NOTICE TO PROCEED:** The written notice by the Town to the Contractor authorizing it to proceed with the Work which establishes the Contract commencement and Contract Coordinators.
- 1.1.26 **NOTICE OF SUBSTANTIAL COMPLETION:** The written notice of the date, as certified by the Project Manager, when the Project or a specified part is sufficiently completed, according to the Contract, so the Project or specified part can be used for the intended purposes.
- 1.1.27 **OWNER:** The Town; see 1.1.36.
- 1.1.28 **PROJECT:** The undertaking to be performed as provided in the Contract.
- 1.1.29 **PROJECT MANAGER:** The authorized representative of the Town, known as the Project Manager, assigned to the Project to ensure that all Work is performed according to the terms and conditions of the Contract. Also see Article 10, "Project Manager's Responsibilities."
- 1.1.30 **SHOP DRAWINGS:** All Drawings, diagrams, illustrations, brochures, schedules, and other data prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor which illustrate how specific portions of the Work will be fabricated or installed.
- 1.1.31 **SPECIAL CONDITIONS:** Additions to the General Conditions containing instructions and conditions peculiar to an individual Project.
- 1.1.32 **SPECIFICATIONS:** A part of the Contract Documents consisting of written technical description of materials, equipment, construction systems, standards, and workmanship.

- 1.1.33 SUBCONTRACTOR: Any person, company, firm or corporation, having a subcontract with the Contractor to furnish and perform on-site labor, with or without furnishing materials for the project.
- 1.1.34 SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.1.35 SURETY: The entity which is bound with and for the Contractor for the Performance and Payment Bonds.
- 1.1.36 TOWN: The Town of Johnstown, in the State of Colorado, acting by and through its Mayor, Town Council, Town Manager, or other authorized representative.
- 1.1.37 UNIT PRICE: An amount stated in the Bid as a price per unit of measurement for materials or services as described in the Contract.
- 1.1.38 WORK: The construction and services required by the Contract, whether completed or partially completed, including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may be the whole or a part of the Project.
- 1.1.39 WORK DAYS: Includes all days in the month the Contractor is permitted to work; excludes weekends and holidays.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Notice to Proceed

- 2.1.1 Following the execution of the Contract by the Parties, the Project Manager will give the Contractor written Notice to Proceed with the Work. The Contractor shall begin and continue the Work regularly and without interruption (unless otherwise directed in writing by the Project Manager) with the force necessary to complete the Work within the time stated in the Contract

2.2 Contractor's Understanding

- 2.2.1 The Contractor agrees that, by careful examination, it is satisfied as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed before beginning and for the Project, the general and local conditions, and all other matters, which can in any way affect the Work under the Contract. No oral agreement with any officer, agent or employee of the Town either before or after the execution of the Contract shall affect or change any of the terms or obligations contained in the Contract.

2.3 Contractor's Warranty

- 2.3.1 The Contractor warrants that it has the knowledge, ability, experience, and expertise to perform the Work competently. The Contractor warrants the capacity of the Contractor's construction personnel, and its ability to complete the Project within the allotted time.

2.4 Contractor's License and Permits

- 2.4.1 The Contractor will obtain all licenses and permits required to do the Work. Whenever necessary, the Contractor will have a Contractor's License with the Town by the time of Notice of Award. It will have all permits required by the Town, as well as those required by County, State and Federal agencies. The Town will not charge for Town permits, although a charge may apply for Contractor's License or for use fees. Subcontractors shall also have a Town of Johnstown Contractor's License and the proper permits. The Town will not charge for the Subcontractor's permits.
- 2.4.2 The Town of Johnstown has acquired the following permits:

Town of Johnstown
450 South Parish Ave, Johnstown, CO 80534 | johnstownco.gov | 970-587-4664

- A. Floodplain Development Permit
- B. Army Corps of Engineers Nationwide Permit

Both of these permits are included as attachments to this document. The contractor shall meet the conditions and requirements of these permits.

2.5 Schedules, Reports, and Records

- 2.5.1 Before beginning construction, the Contractor shall submit to the Project Manager a Construction Progress Schedule, on a form approved by the Project Manager, showing all Work the Contractor and all Subcontractors will perform. The Project Manager may require the Contractor to substitute
- 2.5.2 The schedule shall be in enough detail for the Project Manager to readily determine the Work to be performed each day. When requested by the Project Manager, the Contractor shall update the schedule.
- 2.5.3 Before beginning construction, the Contractor shall give the Project Manager the dates it expects to submit Shop Drawings, manufacturers' details, catalog cuts or other required special detail Drawings and also the dates of beginning manufacture, testing, delivery and installation of special equipment and materials.

2.6 Contractor's Address

- 2.6.1 The address in the Bid Proposal is designated as the place to which all communications to the Contractor will be delivered or mailed. The delivery at the listed address, in person or by certified mail, of any notice, letter or other communication to the Contractor, is adequate service upon the Contractor, and the date of the service is the date of delivery.

2.7 Notification of Utility Owners

- 2.7.1 The Contractor shall cooperate with Utility Owners to mitigate damage whenever the Contractor's work affects their utilities.
- 2.7.2 The Contractor shall not excavate without first notifying the owners, operators or association of owners and operators having underground facilities in the area of such excavation. Notice may be given in person, by telephone or in writing. Notice to an association is notice to each member of the association.
- 2.7.3 Contractor shall give notice of the commencement, extent, and duration of the excavation work at least two business days before beginning Work.
- 2.7.4 If the Project affects fences, landscaping, mailboxes, driveways and other improvements, the Contractor shall notify the affected property owners or occupants IN WRITING at least two business days before beginning Work. The Contractor shall cooperate with the owners or occupants to reduce inconvenience where reasonably possible.

2.8 Department of Revenue Forms

- 2.8.1 It is the responsibility of the Contractor to apply for a Colorado State Sales and Use Tax Exemption Certificate from the State Dept. of Revenue and to use it when purchasing materials or supplies in connection with the Project.
- 2.8.2 The Town's Tax Exemption Numbers are to be used only when obtaining the Contractor's own Tax Exemption Certificate for each specific Town project

ARTICLE 3 - DRAWINGS AND SPECIFICATIONS

3.1 Intent of Drawings and Specifications

- 3.1.1 In the Drawings and Specifications, the Town intends that the Contractor furnish all superintendence, labor, materials, tools, equipment, supplies, machinery and transportation necessary for the proper execution of the Work unless specifically noted otherwise. The Contractor shall do all the Work shown on the Drawings and described in the Specifications and all incidental Work reasonably necessary to complete the Project in a substantial and acceptable manner, and to complete fully the Work, ready for use, by the Town.
- 3.1.2 The Contractor shall complete all Work according to the Specifications and Plans, and in compliance with applicable laws of Colorado and ordinances of the Town.
- 3.1.3 In interpreting the Contract, words describing materials or work having a well-known technical or trade meaning, unless otherwise specifically defined, will be construed according to well-known meanings as recognized by engineers, architects, and the trades.
- 3.1.4 When the Contract refers to a provision of the General Conditions or another Contract Document, the Contract means the provision as amended or supplemented by other provisions of the Contract.
- 3.1.5 When the Specifications state the words "as directed," or "as required," or "as permitted," or words of like meaning, it is understood that the direction, requirement or permission of the Project Manager is intended. Similarly, the words approved, acceptable or satisfactory shall refer to approval by the Project Manager.
- 3.1.6 The Contract Documents are intended to be complementary, and Work called for on any Drawing and not mentioned in the Specifications, or Work described in the Specifications and not shown on any Drawing, is included under the Contract as if set forth in both the Specifications and Drawings.

3.2 Copies of Drawings and Specifications Furnished

- 3.2.1 The Project Manager will furnish to the Contractor, free of charge, two copies of Drawings and Specifications of the Work. All additional copies will be furnished at reproduction costs.

3.3 Discrepancies in Drawings

- 3.3.1 Contractor shall immediately report any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications to the Project Manager, who shall promptly correct such error or omission IN WRITING. Any affected Work done by the Contractor after discovery of such discrepancies, errors or omissions and affected by those is done at the Contractor's risk. In all cases, the Project Manager shall decide the intent of the Drawings and Specifications. The decision is final.

3.4 Dimensions

- 3.4.1 Figured dimensions shall govern over scaled dimensions.

3.5 Drawings and Specifications at Job Site

- 3.5.1 The Contractor shall keep one complete set of all Drawings and Specifications at the job- site, available to the Project Manager or the Manager's representative at all times.

3.6 Shop Drawings

- 3.6.1 The Contractor shall provide Shop Drawings, settings, schedules, and such other Drawings as may be necessary for the prosecution of the Work in the shop and in the field as required by the Drawings, Specifications or Project Manager's instructions.

- 3.6.2 The Contractor shall submit for approval two reproducible copies of all Shop Drawings and descriptive data as applicable showing all features not fully detailed on the Contract Plans but essential for a completely coordinated installation.
- 3.6.3 The Town's approval of Shop Drawings indicates only that the type and kind of equipment, general method of construction or detailing are satisfactory, but the Contractor may not construe the approval as a complete check. The Contractor has the responsibility for incorporating into the Work satisfactory materials and equipment meeting the requirements of the Contract Plans and Specifications, the proper dimensions, and the detailing of connections.
- 3.6.4 The review of Shop Drawings is only to check for compliance with the design concept of the Project and general compliance with the Contract Documents. Approval does not indicate the waiver of any contract requirement. Changes in the Work are authorized only by separate written Change Order.

3.7 Record Documents

- 3.7.1 The Contractor shall keep one record copy of all Addenda, Change Orders, Drawings, Field Orders, Modifications, and Shop Drawings and Specifications in good order. The Contractor shall record any changes made during construction on the record copies. The Contractor shall make a set of "Record Drawings" by marking this set of prints with all changes from the original Drawings as bid, including all Change Orders, alignment changes, depth changes of underground pipes and utilities, and all other items that are not the same as originally drawn. The Contractor shall keep the Record Drawings up to date as the Project progresses. The Project Manager may require, as a condition of the approval of the monthly progress payment, periodic inspection of the Record Drawings. The Contractor will deliver the Record Drawings to the Project Manager upon completion of the Project before Final Payment.

3.8 Differing Site Conditions

- 3.8.1 The Contractor shall promptly, before such conditions are further disturbed, notify the Project Manager in writing of:
- 3.8.2 Subsurface or latent physical conditions at the job-site differing materially from those indicated in the Contract; or
- 3.8.3 Unknown physical conditions at the job-site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.
- 3.8.4 Upon receipt of written notification from the Contractor of alleged differing site conditions, the Project Manager shall promptly investigate the conditions and if it finds the conditions materially differ, and so cause an increase or decrease in the Contractor's cost of or the time required for performance of any part of the Work under the Contract, an equitable adjustment will be made and the Contract modified in writing as provided for in Article 10 of these General Conditions. No claim will be allowed under this Article unless the Contractor has given the written notice required in Article 3.8.1.
- 3.8.5 No claim will be allowed under this Article if Final Payment has been made.

3.9 Surveys

- 3.9.1 The Project Manager has the option to develop and arrange for detail surveys through a separate contract if deemed desirable or necessary and if specifically noted as such in the Special Conditions, otherwise the Contractor shall provide all survey required to construct the Project according to the Project documents. The Contractor assumes full responsibility for construction according to the proposed lines and grades.

- 3.9.2 The Contractor shall carefully protect all monuments and property markers from disturbance or damage.

ARTICLE 4 - AVAILABILITY OF RIGHT-OF-WAY

4.1 Acquisition of Right-of-Way

- 4.1.1 Before issuance of Notice to Proceed, the Town shall obtain all land and right-of-way necessary for carrying out and completion of the Work to be performed pursuant to the Contract, unless otherwise mutually agreed.
- 4.1.2 The Town shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired, when necessary. The Contractor shall confine its operations within the areas designated by the Project Manager.

4.2 Access to Right-of-Way

- 4.2.1 The Town will provide right of access to all places necessary for the performance of the Work. Nothing contained in the Contract shall give the Contractor exclusive occupancy of the area provided by the Town. The Town, other Contractors of the Town and utility companies may enter upon or occupy portions of the land furnished by the Town for any purpose, but without unreasonably interfering with the completion of the Project. Joint occupancy or use of the territory shall not be the basis of any claim for delay or damages.

4.3 State Highway Right-of-Way

- 4.3.1 If any part of the Project is within the right-of-way of a roadway under the jurisdiction of the Colorado Division of Transportation (CDOT). The Contractor shall obtain the necessary permits from CDOT and conform to all the requirements and restrictions indicated on the permit. The Contractor shall restore the area to its original condition, including reseeding if necessary, at the completion of the Project.

4.4 Temporary Storage Facilities

- 4.4.1 The Contractor may secure at its own expense, and without liability to the Town, use of any additional land that the Contractor may desire for temporary construction activities, and facilities, or storage of materials.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Performance Bond and Payment Bond

- 5.1.1 The Contractor shall, within ten (10) days after receipt of the Notice of Award, and before the commencement of any operations hereunder execute the Contract and furnish the Town with separate Performance, and Payment Bonds each in a penal sum equal to the amount of the Contract Price, conditioned upon the Contractor's performance of all undertakings, covenants, terms, conditions, and agreements of the Contract, and upon the Contractor's prompt payment to all persons supplying labor and materials in the prosecution of the Work provided by the Contract. The Contractor and a corporate Bonding company, licensed to transact such business in the State of Colorado and acceptable to the Town, shall execute the Bonds. The Contractor bears the expense of these Bonds. If at any time the Surety on such Bonds becomes irresponsible or loses its right to do business in the State of Colorado, the Town may require another Surety, which the Contractor shall furnish within ten (10) days after receipt of written notice to do so. Evidence of authority of an attorney-in-fact acting for the corporate Surety shall be provided in the form of a certificate as to its power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the Bonds. The form of the Bonds is subject to the Town's approval.

5.2 Insurance

- 5.2.1 The insurance requirements contained in the Contract shall not limit or redefine the obligations of the Contractor as provided elsewhere in the Contract.
- 5.2.2 Only insurance companies with authority to issue policies in Colorado may provide insurance coverage under the Contract.

5.3 Insurance Requirements

- 5.3.1 The Contractor shall purchase and maintain, for the full period of the Contract, including any warranty period, at the Contractor's or Subcontractor's sole expense, insurance policies providing coverage as follows:

5.3.1.A General liability. The selected Contractor shall maintain including contractual liability, of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorney's fees and defense cost. Coverage shall include bodily injury including accidental death, property damage, personal injury, and contractual liability.

5.3.1.B Comprehensive Automobile Liability with minimum limits for bodily injury and property damage coverage of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of awarded Contractors owned, hired or non-owned vehicles assigned to or used in performance of the Agreement.

5.3.1.C Professional Liability/Errors and Omissions. The selected Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.

5.3.1.D Workers' Compensation & Employer's Liability: The selected Contractor shall maintain the following during the life of the Agreement for all employees engaged in services performed under the agreement

- Workers' Compensation insurance with statutory limits as required by the Workers' Compensation Act of the State of Colorado.
- Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.

- 5.3.2 In the event any work is performed by a subcontractor, the selected Contractor shall be responsible for any liability directly or indirectly arising out of the services performed under an Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

- 5.3.3 Additional Insured Clause: The insurance coverage required for the performance of the Contract must be endorsed to name the Town of Johnstown, Colorado, a municipal corporation, its council members, officers, agents, employees and volunteers, as additional insured with respect to the activities performed under the Contract.

- 5.3.4 Certificate of Insurance: As evidence of the insurance coverage required by the Contract, the Contractor shall furnish a certificate of insurance to:

Public Works Department
450 S Parish Ave
Johnstown, CO 80534

- 5.3.5 The certificate will specify parties who are additional insured. Only insurance written by insurance companies authorized to do business in Colorado complies. If awarded Contractor is self-insured under the laws of the State of Colorado, awarded Contractor shall provide appropriate declarations and evidence of coverage.

Town of Johnstown
450 South Parish Ave, Johnstown, CO 80534 | johnstownco.gov | 970-587-4664

- 5.3.6 As evidence of the insurance coverages required by the Contract, before beginning work under the Contract, the awarded Contractor shall furnish certificates of insurance certifying that at least the minimum coverages required here are in effect and specifying the liability coverages. The certificates of insurance shall show the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement: "The insurance evidenced by this Certificate will not reduce coverage or limits and will not be cancelled, except after thirty (30) days written notice has been received by the Town of Johnstown."
- 5.3.7 Continuance of Insurance: For the term of the Contract, which includes any warranty periods, the Contractor shall not cancel, materially change or fail to renew the insurance coverage, and agrees to notify the Town of Johnstown's Project Manager of any material reduction or exhaustion of aggregate policy limits. If the Contractor fails to purchase or maintain the insurance coverage set forth in these General Conditions, the Town shall have the right, but not the obligation, to procure such insurance coverage at the Contractor's expense.

ARTICLE 6 - INDEMNIFICATION

6.1 Responsibility for Damage Claims:

- 6.1.1 The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; the Contractor's failure to comply with the provisions of the Contract; the Contractor's neglect of materials while constructing the Work; because of any act or omission, neglect or misconduct of the Contractor; because of any claims or amounts recovered from any infringements of patent, trademark, or copyright, unless the design, device, materials or process involved are specifically required by Contract; from any claims or amount arising or recovered under the "Workers' Compensation Act," by reason of the Contractor's failure to comply with the act; pollution or environmental liability; or any failure of the Contractor to comply with any other law, ordinance, order or decree. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose, for the Town's use. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that it and the Town are adequately protected by commercial general liability and property damage insurance.
- 6.1.2 The Contractor also agrees to pay the Town all expenses incurred to enforce this "Responsibility for Damage Claim" agreement and if the insurer of the Contractor fails to provide or pay for the defense of the Town of Johnstown, its officers and employees, as additional insured, the Contractor agrees to pay for the cost of that defense.
- 6.1.3 Nothing in the INSURANCE PROVISIONS shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Control of the Work

- 7.1.1 When the Contractor is not present on the Project it shall have a Superintendent or other representative acceptable to the Town present who shall, during the absence of the Contractor, be its representative and have immediate charge of the Project. The Superintendent or representative shall have the Contractor's authority to act in its absence.

- 7.1.2 Any person employed on the Project who fails, refuses or neglects to obey the Superintendent or Contractor's other designated representative, shall, upon the order of the Project Manager, be at once removed from the Project and not again employed on any part of the Project.

7.2 General Use of Subcontractors

- 7.2.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- 7.2.2 The Contractor shall not sublet or subcontract any portion of the Work to be done under the Contract until approval of such action has been obtained from the Town.
- 7.2.3 The Contractor is fully responsible to the Town for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them.
- 7.2.4 Nothing contained in the Contract creates any contractual relationship between any Subcontractor and the Town.
- 7.2.5 The Contractor shall put appropriate provisions in all Subcontracts relative to the Work to bind Subcontractors to the terms of the Contract insofar as applicable to the Work of Subcontractors, and to give the Contractor the same power to terminate any Subcontractor that the Town may exercise over the Contractor.
- 7.2.6 The Contractor shall make available to each proposed Subcontractor, before the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-Subcontractors.

7.3 Materials and Equipment Furnished by the Contractor

- 7.3.1 The Contractor shall furnish and pay the cost of all of the necessary materials not furnished by the Town, all the superintendence, labor, tools, equipment, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery and transportation. The Contractor shall perform all the work required for the construction of all structures listed and itemized under the Bid Schedule of the Bid in strict accordance with the plans, Specifications and requirements and any amendments thereto and supplemental plans and Specifications hereafter approved.
- 7.3.2 Unless otherwise provided for in the Specifications, all workmanship, equipment, materials, and articles incorporated in the Project are to be the best of their respective kinds, new and undamaged.
- 7.3.3 Materials, supplies or equipment to be incorporated into the Project shall not be purchased by the Contractor or any Subcontractor subject to chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller.
- 7.3.4 The Contractor shall furnish the Project Manager, for approval, the name of the manufacturer of machinery and other equipment for materials the Contractor contemplates incorporating in the Project. The Contractor shall also furnish information on capacities, efficiencies, sizes, etc., and other information as may be required by the Project Manager. The Contractor shall submit samples for approval when requested. Machinery, equipment, materials, and articles installed or used without the Project Manager's approval are at the risk of subsequent rejection.

- 7.3.5 The Contractor shall give the Project Manager two copies of all shop manuals, operating manuals, parts lists, classifications, catalog cuts, Specifications, warranties and guarantees for all equipment and machinery installed.
- 7.3.6 Consideration of a product as an "equal" by the Project Manager may require that the manufacturer of such product furnish guarantees that extend beyond the usual product warranty time. The refusal of a manufacturer to provide such guarantees is sufficient reason for rejecting the product.

7.4 Existing Utilities

- 7.4.1 The Town has collected and shown on the Drawings available information on the location of existing underground, surface and overhead structures and utilities. However, the Town does not guarantee the results of the investigations are accurate or complete. It is the Contractor's responsibility to verify all locations of existing structures and utilities shown on the Drawings and to ascertain whether any other structures and utilities exist.
- 7.4.2 The Contractor shall support, and protect from injury, existing power lines, telephone lines, water mains, gas mains, sewers, cables, conduits, ditches, curbs, walks, pavements, driveways, and other structures in the vicinity of the Project which are not authorized to be removed until completion of the Project.

7.5 Coordination with Public Works Departments

- 7.5.1 The Contractor shall always coordinate its Work with the Town of Johnstown Public Works Department. If it becomes necessary to close portions of any water or sewer system due to construction operations, a minimum of 48 hours notification shall be given to the Utilities Department and whenever possible one week's notice should be given. It is the Contractor's responsibility to ensure continuity of the utilities.

7.6 Laws and Ordinances

- 7.6.1 The Contractor shall perform all obligations under the Contract in strict compliance with all federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations, applicable to the performance of the Contractor under the Contract.
- 7.6.2 The Contractor shall obtain all other permits and licenses required in the prosecution of the Work.
- 7.6.3 It is unlawful and unethical for any person to offer, give or agree to give any town employee, town official or former town employee, or for any town employee, town official or former town employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- 7.6.4 It is unlawful and unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor of any person associated therewith, as an inducement for the award of a subcontract or order.

7.7 Protection of Persons

- 7.7.1 It is a condition of the Contract, and the Contractor shall make a condition of each Subcontract entered into pursuant to the Contract, that the Contractor and any Subcontractor shall not require any laborer, mechanic or other person employed in performance of the Contract to work in surroundings or under

working conditions which are unsanitary, hazardous or dangerous to health or safety. The Contractor shall comply with all applicable safety rules and regulations adopted by the United States Department of Labor Occupational Safety and Health Administration (OSHA), the Industrial Commission of the State of Colorado or the Town of Johnstown, whichever is most restrictive. The Town assumes no duty to ensure that the Contractor follows the safety regulations issued by OSHA or the State of Colorado.

7.7.2 For operations involving trenching, excavation or any other underground construction, the Contractor's attention is specially directed to and its Work shall conform to the Construction Safety and Health Regulations, Part P Subparagraph 1926.650-653 by OSHA, latest revision.

7.7.3 The Contractor shall always, whether or not so specifically directed by the Project Manager, take necessary precautions to ensure the protection of the public. The Contractor shall furnish, erect, and maintain at its own expense all necessary precautions for the protection of the Work and safety of the public through and around its construction operations.

7.8 Protection of Property

7.8.1 The Contractor shall continuously and adequately protect the Work from damage, injury or loss arising in connection with the Contract. It shall repair or replace at its expense any such damage, injury or loss, except such as may be directly due to error in the Contract or caused by agents or employees of the Town. It shall provide and maintain at its expense all passageways, barricades, guard fences, lights, and other protection facilities required by public authority or local conditions.

7.8.2 The Contractor is responsible for protection of all public and private property on and adjacent to the site of the Work. It shall use every precaution necessary to prevent damage to curbs, sidewalks, driveways, trees, shrubs, sod, mailboxes, fences, and other private and public improvements. It shall protect carefully from disturbance or damage all land monuments and property markers until an authorized agent has witnessed or otherwise referenced their locations, and shall not remove them until directed.

7.9 Responsibility to Repair

7.9.1 Should any existing property be damaged, the Contractor shall immediately notify the owner of such property. Unless authorized in writing by the owner of the property or directed by the Project Manager, the Contractor shall not attempt to make repairs. Written authorization from the owner to make repairs must be so worded as to save the Town harmless from any responsibility whatsoever relative to the sufficiency of the repairs. The Contractor shall give the Project Manager a copy of the written authorization to make repairs.

7.9.2 When any direct or indirect damage or injury is done to any public or private property or utility by or on account of any act, omission, neglect or misconduct in the execution of the Work, the Contractor shall restore the damaged property at its own expense to a condition equal to or better than that existing before such damage or injury.

7.9.3 The Contractor shall replace any materials and equipment lost, stolen, damaged or otherwise rendered useless during the performance of Work on the Project.

7.10 Traffic Control

7.10.1 The Contractor shall arrange Work to disrupt traffic as little as possible. All traffic Control Devices used shall conform to the latest edition of the Manual of Uniform Traffic Control Devices, (MUTCD). Except as otherwise permitted, two way traffic shall be maintained at all times in public roadways. At least 72 hours before starting any Work in Town right-of-way, the Contractor shall submit a detailed traffic control plan with a Right-of-Way permit for review from the Public Works Department. The

approval shall establish the requirements for closures related to the number of lanes and time of day lanes or streets may be closed. The Traffic Control Plan (TC Plan) shall include the name of the contractor, the name and phone number of the person responsible for the traffic control, the date for beginning and ending construction activity and hours of operation expected. The TC Plan should show the widths of streets involved, traffic lanes, the size and location of the Work area with distances from the curb, distance to the nearest intersection and the type and location of traffic control devices. No changes to the TC Plan shall be permitted without prior approval by the Public Works Department.

- 7.10.2 The Contractor shall furnish and maintain all necessary signs, barricades, lights, and flaggers necessary to control traffic and provide for safety of the public, all in compliance with the MUTCD with subsequent revisions and additions, and to the satisfaction of the Public Works Department.

7.11 Sanitary Regulations

- 7.11.1 The Contractor is responsible for providing proper health and sanitation facilities for its employees, in compliance with any rules and regulations of the State Board of Health or any other bodies having jurisdiction.
- 7.11.2 The Contractor shall always provide an abundant supply of safe drinking water for its employees and shall give orders against the drinking of any water known to be unsafe in the vicinity of the Project.
- 7.11.3 At convenient places, the Contractor shall provide outside toilets which are to be maintained in a sanitary condition. Toilets shall not be permitted where they may pollute a water supply.

7.12 Pollution Control

- 7.12.1 The Contractor shall comply with all applicable Federal and State laws, orders, and regulations concerning the control, prevention, and abatement of water pollution and air pollution in all operations pertaining to the Contract.
- 7.12.2 The Contractor shall use construction methods that prevent release, entrance or accidental spillage of solid matter, contaminants, debris, and other objectionable pollutants and wastes including, but not restricted to refuse, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution.
- 7.12.3 The Contractor shall not emit dust into the atmosphere during any operations, *including but not limited to*: grading; excavating; manufacturing, handling or storing of aggregates; trenching; or cement or pozzolans. The Contractor shall use the necessary methods and equipment to collect, deposit, and prevent dust from its operations from damaging crops, orchards, fields or dwellings or causing a nuisance to persons. The Contractor is liable for any damage resulting from dust.
- 7.12.4 De-watering for structure foundations or earthwork operations adjacent to or encroaching on lakes, streams or water courses shall obtain required State permits and be done in a manner which prevents muddy water and eroded materials from entering the lakes, streams or water courses, by construction of intercepting ditches, bypass channels, barriers, settling ponds or by other approved means.

7.13 Stormwater Quality

- 7.13.1 The Contractor shall be responsible for the preservation and protection of storm water collection systems and other natural and developed drainage ways, which may be affected by Work done under the Contract. Any construction activity that disturbs one or more acres of land must obtain a Stormwater Discharge Permit Associated with Construction Activity from the Colorado Department of Public Health and Environment (CDPHE).

- 7.13.2 The Contractor is responsible for obtaining and complying with the requirements of the Stormwater Discharges Permit Associated with Construction Activity Permit from CDPHE until the permit has been formally inactivated.
- 7.13.3 Construction sites that discharge un-permitted stormwater are in violation of the Clean Water Act and local regulations, and may be subject to fines of up to \$25,000 a day per violation and subject to additional civil penalties.
- 7.13.4 All permit requirements must be met throughout the warranty period and until Final Stabilization is reached.
- 7.13.5 The Contractor shall satisfy all environmental quality standards imposed by law and take reasonable steps to minimize the environmental impact of the work. In compliance with applicable Town, state and federal law:
- 7.13.6 All erosion control shall be performed in accordance with Sections 208 of the Colorado Department of Transportation's Standard Specifications or Construction Best Management Practices of UDFCD Volume 3 Urban Storm Drainage Criteria Manual.
- 7.13.7 The Contractor shall coordinate the construction of temporary erosion control measures with the construction of permanent erosion control measures to assure economical, effective and continuous erosion control throughout the construction and warranty period.
- 7.13.8 Unless listed in the Bid Document, all erosion control features, including the Erosion Control Supervisor will not be measured, but will be paid for on a lump sum basis. The lump sum price bid will be full compensation for all work required to complete the item.

7.14 Cleaning Up and Restoration

- 7.14.1 The Contractor shall clean up all refuse or scrap materials so the site presents a neat, orderly, and workmanlike appearance at all times.
- 7.14.2 Upon completion of the Project, and before Final Inspection, the Contractor shall remove from the construction site and any occupied adjoining property all plants, buildings, refuse, unused materials, forming lumber, sanitary facilities, and any other materials and equipment that belong to the Contractor or its Subcontractors.
- 7.14.3 The Town may clean up and restore the construction site satisfactorily when the Contractor fails to do so. Any costs the Town incurs will be deducted from the Final Payment due the Contractor.

ARTICLE 8 - TOWN'S RESPONSIBILITIES

- 8.1.1 The Town will furnish the data required by the Contract and will make payments to the Contractor as provided by these General Conditions.

ARTICLE 9 - PROJECT MANAGER'S RESPONSIBILITIES

9.1 Project Manager

- 9.1.1 The Project Manager shall maintain Owner's authority over the Contractor relating to field direction and project administration, but does not assume liability for the Contractor's work, nor control scheduling whenever such performance is located in or upon the Town's property. The Project Manager will furnish or coordinate all explanations from consultants, field directions, horizontal and vertical control and inspections necessary to assure compliance with the Project documents, except as otherwise stated in the Project documents.

9.2 Inspection

- 9.2.1 The Project Manager shall appoint Inspectors to inspect the Project. Inspection may extend to all or any part of the Project. The Inspectors are not authorized to alter the provisions of the Drawings or Specifications, or to delay the fulfillment of the Contract by failure to inspect materials and Work with reasonable promptness.
- 9.2.2 An Inspector has authority to reject defective materials and to suspend any Work that is being done improperly subject to the final decision of the Project Manager.
- 9.2.3 The Contractor shall give the Project Manager due and timely notice of readiness when the Project is to be inspected, tested or approved by the Inspector. The Contractor shall give the Project Manager required certificates of inspection, testing or approval. Inspection, tests or approvals by the Project Manager or others does not relieve the Contractor from its obligations to perform the Work according to the requirements of the Contract.
- 9.2.4 If the Project Manager considers it necessary or advisable that previously completed or covered Work be inspected or tested, the Contractor shall uncover, expose or otherwise make the Work available to the Project Manager for inspection and testing. The Contractor shall furnish all tools, labor, material, and equipment necessary to make the Work available. If the Project Manager finds the Work defective, the Contractor shall pay for the cost of satisfactory reconstruction and making the Work available. However, if the Work is not found defective, the Contractor will be allowed an increase in the Contract Price and/or an extension of the Contract Time for costs and time directly attributable to making the Work available and for reconstruction.
- 9.2.5 If the Contractor's operations require inspecting, testing or surveying to be done outside normal working hours or on Town holidays, it shall be at the Contractor's expense.

9.3 Stop Work Order

- 9.3.1 The Project Manager has the authority to suspend Work on the Project either in whole or in part, for as long as the Project Manager deems necessary due to:
- Unsuitable weather;
 - Faulty workmanship;
 - Improper superintendence;
 - Contractor's failure to carry out orders or to perform any provision of the Contract;
 - Conditions which may be considered unfavorable for the prosecution of Work on the Project; or
 - Work being carried on in an unsafe manner.
- 9.3.2 If it is necessary to stop work for an indefinite period, the Contractor shall, if directed by the Project Manager, store all materials in such a manner that they will not become an obstruction or become damaged in any way. The Contractor shall take every precaution to prevent damage to or deterioration of the Work, providing suitable drainage and erecting temporary structures where necessary.
- 9.3.3 The Project Manager will put the Stop Work order in writing and the Contractor may not proceed with Work on the suspended portion of the Project until notified in writing by the Project Manager.

9.4 Disputes

- 9.4.1 If the Contractor considers any Work directed by the Town to be outside the Contract requirements, or if it considers any ruling of the Project Manager to be unfair, it shall immediately ask for a written instruction or decision and shall perform the Work in conformance with the Project Manager's ruling. If the Contractor considers such instructions unsatisfactory, it shall file a written protest with the Project Manager within ten (10) days after their receipt.

- 9.4.2 All claims, disputes and other matters in question arising out of or relating to the Contract shall be submitted to the Project Manager before the Contractor can begin litigation.

ARTICLE 10 - CHANGES

10.1 General

- 10.1.1 The Town may make alterations to the Project without the consent of the Surety at any time during the Work. The Contractor shall perform the Work as changed, as if originally specified. The alterations do not invalidate the Contract in any way.
- 10.1.2 The Project Manager may, at any time, without notice to the Surety, by written notice to the Contractor, make any change in the Work to be performed within the general scope of the Contract, including but not limited to changes:
- In the Specifications (including Drawings and designs);
 - In the method or manner of the performance of the Work;
 - In facilities, equipment, materials, services or site furnished by the Town; or
 - Directing acceleration in the performance of the Work.
- 10.1.3 Any written order from the Project Manager, which may warrant a time extension or increased or decreased costs, will be treated as a Change Order under this Article provided that the Contractor gives the Project Manager written notice within seven (7) calendar days of that condition, stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order. However, the Town will not authorize a change in the Contract Price for work done before approving a Change Order authorizing the additional work. If the Town and the Contractor do not agree to the terms of a Change Order, including the amount of additional compensation, the Contractor shall proceed with the work under the terms of the Contract and shall maintain accurate records of the costs as described in the General Conditions, Article 10.
- 10.1.4 The Contractor may not treat any order, statement or conduct of the Project Manager as a change under this Article nor become entitled to an equitable adjustment in the Contract Price or Performance Time, except as provided in this Article.
- 10.1.5 If any change under this clause causes an increase or decrease in the Contractor's cost or the time required for the performance of any part of the Work under the Contract, whether or not changed by any order, an equitable adjustment will be made and the Contract modified in writing accordingly.
- 10.1.6 In no case will the price adjustment change the original Contract Price to an amount not appropriated and approved by Town council
- 10.1.7 Claims for changes in the Contract Price or Contract Time of Performance will not be considered after the Final Payment has been made.

10.2 Compliance

- 10.2.1 Notwithstanding any other language in this contract, the issuance of any Change Order or other form of order or directive by the Town requiring additional compensable work to be performed which will cause the Contract Price to exceed the amount appropriated for the Work is prohibited unless the Contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional work have been made or unless the Contract contains a remedy granting provision.

10.3 Field Orders

- 10.3.1 The Project Manager may make changes in the details of the Project at any time, by issuing a Field Order. The Contractor shall proceed with the performance of any changes in the Project ordered by the Project Town of Johnstown

450 South Parish Ave, Johnstown, CO 80534 | johnstownco.gov | 970-587-4664

Manager. If the Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, it shall give the Project Manager written notice within ten (10) days after the receipt of the Field Order. Thereafter, the Contractor shall document the basis for the change in Contract Price or Time within thirty days.

10.4 Change Orders

- 10.4.1 Changes in the Contract Price are authorized only by Change Orders. Changes in contract time may be made by a Change Order or by other appropriate written authorization. Any requests for extension of time due to conditions outside of the Contractor's control shall be made in writing within seven (7) calendar days of that condition.
- 10.4.2 Any difference in cost from Change Orders shall be added to or deducted from the amount of the Contract, as the case may be. Adjustments in the amounts to be paid to the Contractor on account of changed Work will be determined by one of the following methods in the order listed:
- Unit Prices submitted in the Bid Schedule;
 - Negotiated Unit Prices; and
 - Negotiated lump sum.

10.5 Extras and Force Account Work

- 10.5.1 The Contractor shall perform any Work and furnish materials and equipment necessary or desirable for proper completion of the Contract if the Project Manager believes it necessary to order Work or materials or equipment which, in the Project Manager's opinion, are not susceptible to classification under the Unit Price items named in the Bid Schedule, and are not included in any lump sum bid item. The Project Manager will order such labor, material and equipment in writing before the extra Work is started. The labor, material and equipment will be classed as extra Work. The Town will not pay for extra Work unless the Town orders in extra work in writing. All claims for extra Work shall be submitted to the Project Manager, supplemented by any data the Project Manager requires.
- 10.5.2 Extra Work and Work involving a combination of increases and decreases in the Work will ordinarily be paid for at a lump sum or Unit Price agreed upon in writing by the Project Manager and Contractor before the extra Work Order is issued. In the negotiation of lump sum or Unit Prices, the agreed estimated cost of the Work plus an allowance for overhead and profit, not to exceed the allowances stated in Section 10.5.3, shall be used.
- 10.5.3 The allowance for overhead and profit will include full compensation for superintendence, bonds and insurance premiums, taxes (other than sales or use taxes included in the cost of materials), office expense, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided under Sections 10.5.4, 10.5.5 and 10.5.6. The allowance for overhead and profit will be according to the following schedule:

ACTUAL NECESSARY COST ALLOWANCE:

Labor	20 percent
Materials	15 percent
Equipment	10 percent

The Actual Necessary Cost for labor, materials, or equipment will be computed according to Sections 10.5.4, 10.5.5 and 10.5.6.

Superintendence, bond and insurance premiums, taxes (other than sales or use taxes inclusive in the cost of materials), and other general expense will not be included in the computation of actual necessary

cost. When all or any part of the extra Work is performed by a Subcontractor or specialty firm, the prime Contractor may add five percent of the Subcontractor's total cost for the extra Work. The Contractor shall give the Project Manager daily report sheets covering the direct cost of labor and materials and charges for equipment. The daily report sheets shall provide names or identifications and classifications of workers and hours worked, as well as size, type and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendors' invoices. The Project Manager will make any necessary adjustments and compile the costs of cost-plus Work. When these reports are agreed upon and signed by both parties, they become the basis of payment for the Work performed.

- 10.5.4 Labor: The cost of labor used in performing the Work by the Contractor, a Subcontractor, or other forces will be the sum of the actual wages paid plus any employer payments to, or on behalf of, workers for fringe benefits including health and welfare, pension, vacation, and similar purposes; all payments imposed by State and Federal laws including, but not limited to, compensation insurance, and social security payments; and the amount paid for subsistence and travel required in accordance with the regular practice of the employer.

At the beginning of the contract or as later requested by the Project Manager, the Contractor shall furnish the Project Manager proof of labor compensation rates being paid or already paid.

- 10.5.5 Materials: The cost of materials used in performing the Work, including transportation charges for delivery (exclusive of machinery rentals), will be the cost to the purchaser, whether Contractor, Subcontractor or other forces, from the Supplier thereof, inclusive of sales or use taxes, except if, in the opinion of the Project Manager, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material. If the Project Manager finds the cost excessive or the Contractor has not furnished evidence of the cost, then the cost will be deemed to be the lowest current wholesale price for the quantity concerned delivered to the job-site less cash or trade discounts.

The Town reserves the right to furnish materials for the Work and the Contractor may not claim costs and profit on materials furnished by the Town.

The Town reserves the right to purchase from the Contractor any materials previously purchased for a project and not used. Payment for the materials will be based on the actual material cost as shown on the Supplier's invoice, any transportation charges incurred, plus a fifteen percent handling fee.

- 10.5.6 Equipment: The Contractor will be paid according to the rental rates agreed upon in writing before extra or force account Work is begun, for any machinery or special equipment (other than small tools) authorized by the Project Manager. The Contractor may furnish cost data to assist the Project Manager in the establishment of the rental rate.

The rental rates paid, as provided above, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operator wages will be paid separately, as provided in Section 11.6.4. Individual pieces of equipment or tools having a replacement value of \$100.00 or less, whether or not consumed by use, are considered small tools and no payment will be made for them.

Rental time will not be allowed while equipment is inoperative due to breakdowns or storage on-site.

- 10.5.7 Equipment on the Work: The rental time to be paid for equipment on the Work is the time the equipment is in productive operation on the extra Work being performed.
- 10.5.8 Eliminating Items: The Project Manager shall notify the Contractor in writing to eliminate any items contained in the proposal unnecessary for the proper completion of the Work. Such action will not

invalidate the contract. The Contractor, by Change Order, will be reimbursed for actual work done and all cost incurred, including mobilization of materials and equipment before the elimination of such items.

ARTICLE 11 - CONTRACT TIME

11.1 General

11.1.1 Time is of the essence in the performance of all Work contemplated in the Contract. Therefore, the Work shall be commenced no later than ten (10) days from and including the date of Notice to Proceed and shall be fully completed in a satisfactory and acceptable manner within the time stated in the Contract.

11.1.2 The capacity of the Contractor's construction force shall be sufficient as to insure completion of the Project within the allotted time. The Contractor shall use multiple crews if necessary to complete the Project within the allotted time.

11.2 Delays

11.2.1 Delay claims fall into three categories: non-excusable, excusable, or compensable. Any payment for delays or the granting of time extensions require a properly executed Change Order per Article 11.

11.2.1.A Non-excusable delay is one caused by factors within the Contractor's reasonable control. The delay is the Contractor's fault; no additional time or additional compensation is allowed. Typical types of non-excusable delays are:

- Late submittal of Shop Drawings;
- Late procurement of materials or equipment;
- Insufficient personnel;
- Unqualified personnel;
- Inadequate coordination of Subcontractors or other contractors;
- Subcontractor delays;
- Late response to Town and Project Manager inquiries; or

Construction not conforming to contract requirements making repeated re- working necessary.

11.2.1.B Excusable delay is caused by factors beyond the Contractor's reasonable control, but is not the result of the Town's actions or failure to act. An excusable delay entitles the Contractor to an extension of time but no additional compensation for the cost of the delay.

11.2.1.C Compensable delay is one where the Town has failed to meet an obligation stated or implied in the construction contract. If the Project Manager considers a delay as compensable, the Town will grant a time extension and reimburse the Contractor for the increased cost caused by the delay. Typical types of Town- caused delays are:

- Late approval of Shop Drawings and samples;
- Delays in answers to field inquiries by the Contractor;
- Interference with the Contractor during construction;
- Town-caused schedule changes;
- Design changes; or
- Interference by other contractor's or the Town's forces.

11.3 Failure to Complete Work on Time--Liquidated Damages

11.3.1 The Town may permit the Contractor to proceed if the Contractor fails to substantially complete the Work on or before the original date set forth for Substantial Completion in the Contract, or on or before

the corrected date of Substantial Completion. In such case, the Town will deduct the sum specified in the Contract for each day that the Work remains uncompleted. This sum shall not be a penalty but is liquidated damages.

- 11.3.2 Liquidated Damages will be set forth in accordance with Section 108.09 of the Colorado Department of Transportation's Standard Specifications per the schedule of liquidated damages.
- 11.3.3 The parties agree that, under all of the circumstances, the daily basis and the amount set forth as liquidated damages is reasonable and equitable. The Town expends additional personnel effort in administrating the Contract or portions of it that are not completed on time, and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Johnstown incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms, are impossible to measure.
- 11.3.4 The Contractor shall perform with due diligence, regardless of meeting the various scheduled deadlines. If, in the opinion of the Town's Project Manager, or other authorized agent of the Town, the Contractor is not prosecuting the Work under the Contract, written notice will be given and the Contractor shall have seven days to resume the Work with due diligence. Failing a cure, liquidated damages will be charged until there is resumption of prosecution with due diligence.
- 11.3.5 Permitting the Contractor to continue and finish the Work, or any part of it, after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall not operate as a waiver on the part of the Town of liquidated damages or any of its rights under the Contract.

ARTICLE 12 - WARRANTY AND GUARANTEE;

12.1 Warranty and Guarantees

- 12.1.1 The Contractor and its Surety are jointly and severally responsible for the condition of all completed Work, maintenance and satisfactory operation of Work performed under the Contract for a period of two years following the Notice of Construction Acceptance or for two years after warranty work is fully satisfied. A notice of warranty work that requires repair or replacement under the warranty will be submitted to the Contractor on a Notice of Warranty Work. The Contractor and Surety are jointly and severally responsible for the satisfactory repair or replacement of any Work, materials or equipment which are found defective during this period, provided any failure results directly or indirectly from faulty workmanship or negligence by the Contractor, from faulty manufacturing or from faulty erection or improper handling of materials or equipment furnished or installed by the Contractor. Neither the Contractor nor Surety is liable for any failure resulting from the Town's neglect or improper operation of facilities or the acts of third parties.

ARTICLE 13 - SAMPLES AND TESTING; DEFECTIVE WORK AND MATERIALS

13.1 Samples and Testing

- 13.1.1 All materials and equipment used in the Project will be subject to sampling and testing according to generally accepted standards and as required in the Contract Documents. In the absence of direct references, the sampling and testing of materials will be done according to current Specifications of the American Society for Testing and Materials or the American Water Works Association. The Contractor shall cooperate with the Project Manager in collecting and forwarding required samples.
- 13.1.2 The Contractor shall not incorporate any materials into the Project or cover any part of the Work until it has been inspected and approved according to the Contract Documents.

- 13.1.3 The Contractor shall furnish all samples without charge. The Contractor will cooperate with the Project Manager in collecting, handling, storing, and forwarding required samples including the furnishing of manpower and equipment when necessary.
- 13.1.4 The Town will pay the cost of the initial test except when the Contract states otherwise. The Town will charge the Contractor for repeated tests due to failure of the initial test.

ARTICLE 14 - ACCESS TO WORK

14.1 Access to Work

- 14.1.1 The Project Manager and authorized representatives shall have access to the Project at any time for purposes of inspection, sampling, and testing. Access shall extend to authorized representatives of participating federal or state agencies and to other public authorities having jurisdiction established by law. The Contractor shall provide proper facilities for access to the Project.
- 14.1.2 Access to the Project shall mean wherever and whenever it is in manufacture, preparation or progress. It shall include access to payrolls, records of personnel, invoices of materials, terms and conditions of sale of materials and equipment to be incorporated in the Project, files, records, books, correspondence, instructions, Drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and any other relevant data and records relating to the Contract.
- 14.1.3 The Town may, at reasonable times, inspect the place of business or worksite of the Contractor or Subcontractor at any tier which is pertinent to the performance of the Contract.

ARTICLE 15 - DEFECTIVE WORK AND MATERIALS

15.1 Defective Work and Materials

- 15.1.1 Material and workmanship not conforming to the requirements of the Contract are deemed defective. Defective Work or material shall be removed immediately from the Project site and replaced with acceptable Work and material at the Contractor's expense.
- 15.1.2 If the Contractor fails to replace rejected materials or Work within ten (10) days after receipt of written notice, the Town may replace or correct them and charge the cost to the Contractor and may terminate the right of the Contractor to proceed. Failure to detect previously installed defective materials or workmanship shall not impair the Town's right to receive a completed project which is free of defects and meets all of the requirements of the Contract Documents.

ARTICLE 16 - PAYMENTS TO CONTRACTOR AND COMPLETION

16.1 General

- 16.1.1 Unless expressly provided otherwise, the prices shown in the Bid Schedule include the cost of all labor, materials, equipment, tools, forms, services, utilities, royalties, fees, and any other thing or expense necessary to complete the Project. Items not shown on the Plans, Specifications or Special Provisions but which are necessary to construct the Project will be considered a part of the Project whether specified or not and no separate payment will be made for these items.
- 16.1.2 Unless expressly provided otherwise in the Contract, the amount to be paid for the Work includes all labor, materials, forms, tools, scaffolding, plants, equipment, service, utilities, royalties, fees, and everything, whether temporary or permanent, necessary to complete the Project.

16.2 Determination of Amounts and Quantities

- 16.2.1 The Project Manager shall verify determinations of amounts and quantities of Work performed. The Project Manager shall have access to the records as stated in Article 14.

16.3 Variations in Estimated Quantities

- 16.3.1 Where the quantity of a pay item in the Contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent below the estimated quantity stated in the Contract, the Contractor shall make an equitable adjustment in the Contract Price, upon demand of the Town. The Contract Price adjustment will be based upon any decrease in costs due solely to the variation below seventy-five percent of the estimated quantity.

Where the quantity of a pay item in the Contract is an estimated quantity and the actual quantity of such pay item is more than twenty-five percent above the estimated quantity in the Contract, the Town may elect to terminate the Contract or issue a Change Order to adjust the Contract Price.

In no case will the price adjustment change the original Contract Price to an amount not appropriated and approved by Town Council.

16.4 Monthly Pay Request

- 16.4.1 The Contractor shall prepare monthly pay requests for all Work completed up to that time. The authorized Town representative(s) shall approve the monthly pay requests before progress payments will be made.
- 16.4.2 In making such progress payments, subject to the exceptions in this Article, the Town will retain five percent of the calculated value of completed Work for all contracts. The withheld percentage of the Contract Price of any contracted Work will be retained until the contract is completed satisfactorily and finally accepted by the Town
- 16.4.3 Monthly pay requests may include the value of acceptable materials required in the construction which have been delivered on the site of the Work or to adjacent railway siding and for which acceptable provisions have been made for preservation and storage, providing the Contractor submits with its monthly pay requests, paid invoices in duplicate for the material for which payment is being requested. Material paid for by the Town becomes the property of the Town and, in the event of the default on the part of the Contractor, the Town may use or cause to be used such materials in construction of the Work provided for in the Contract.
- 16.4.4 The Town may withhold, in addition to retained percentages from Contractor payments, such an amount or amounts as may be necessary to cover:
- 16.4.4.A Claims for labor or materials furnished the Contractor or Subcontractor(s) or reasonable evidence indicating probable filing of such claims;
- 16.4.4.B Failure of the Contractor to make proper payment to Subcontractors or for material or labor furnished by others;
- 16.4.4.C A reasonable doubt that the Contract can be completed for the balance then unpaid;
- Evidence of damage to another Contractor or private property;
 - Uncorrected defective Work or guarantees that have not been met;
 - Failure of the Contractor to submit cost breakdowns, schedules, reports and other information required under the Contract;
 - Persistent failure to carry out the Work according to the Contract; or
 - Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

Town of Johnstown

450 South Parish Ave, Johnstown, CO 80534 | johnstownco.gov | 970-587-4664

- 16.4.5 The Town may disburse and has the right to act as agent for the Contractor in disbursing funds, withheld pursuant to this paragraph, to the party or parties who are entitled to payment therefrom, but the Town assumes no obligation to make such disbursement. The Town will render to the Contractor a proper accounting of all funds disbursed under this paragraph.

16.5 Town's Right to Accept Portion of the Project

- 16.5.1 The Town reserves the right to accept and make use of any completed section of the Project without invalidating the Contract or obligating the Town to accept the remainder of the Project.

16.6 Substantial Completion

- 16.6.1 When the Contractor considers the entire work ready for its intended use, the Contractor shall notify the Project Manager in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that the Project Manager issue a Notice of Substantial Completion. Within a reasonable time, the Contractor, Project Manager and any other appropriate Town representatives shall make an inspection of the Work to determine the status of completion. If the Project Manager does not consider the Work substantially complete, the Project Manager will notify the Contractor in writing giving the reasons for denial of the Notice of Substantial Completion. If the Project Manager considers the Work substantially complete, the Project Manager will prepare and deliver to the contractor a Notice of Substantial Completion which shall fix the date of Substantial Completion. The Project Manager shall attach to the certificate a tentative list ("punch list") of items to be completed or corrected before Final Payment. Warranties required by the Contract shall commence on the date set in the Notice of Construction Acceptance for the Project, or the date set in the Notice of Construction Acceptance for a designated portion of the Project, unless otherwise provided in the notice of Substantial Completion.

16.7 Construction Acceptance

- 16.7.1 When the Work specified in the Contract is completed and the final cleanup has been performed, the Contractor shall notify the Project Manager that all Work under the Contract has been completed and the Project Manager shall, within fourteen calendar days of receipt of such notice, make the final inspection. If the Project Manager finds that the Project has been completed according to the requirements set forth in the Contract, the Town, upon the recommendation of the Project Manager, shall issue a Notice of Construction Acceptance. Notices of Construction Acceptance issued orally or without proper Town authorization are void. Town will not make the final payment under the Contract before it issues a Construction Acceptance.

16.8 Claims Against the Contractor

- 16.8.1 As provided by Colorado law, persons or businesses, including Subcontractors, who have not been promptly paid by the Contractor and who have provided materials, services and labor of any kind, or labor and material incidental to the completion of the Project, may file claims and the Town may withhold from the Contractor an amount sufficient to cover such claims.

16.9 Final Payment

- 16.9.1 The Town shall make a Final Settlement within sixty days after the Notice of Construction Acceptance is issued by the Town.
- 16.9.2 After the Notice of Construction Acceptance is issued by the Town, a Notice of Final Settlement shall be advertised at least twice, not less than ten (10) days before the date of Final Settlement, in a newspaper of general circulation in the county where the Work was done. If no claims are filed before

the expiration of ten (10) days from the date of the last publication of the Notice of Final Settlement, the Final Payment, including retainages, may be made.

- 16.9.3 If any Subcontractor or Supplier files a claim before the expiration of ten (10) days from the date of the last publication of the Notice of Final Settlement, for Work done or material furnished that has not been paid for by the Contractor, the Town shall withhold from Final Payment to the Contractor sufficient funds to insure the payment of the claims. The funds shall not be withheld longer than ninety days from the date of Final Settlement unless a legal action is started within that time to enforce payment of the claims.
- 16.9.4 At the end of ninety days, or any time before, if the person filing the claim acknowledges receipt of payment for the claim, or otherwise releases the claim in writing, the Town shall pay the Contractor the monies not subject to suit or lis pendens notices.
- 16.9.5 Monies that are the subject of a suit will be withheld until a judgment is rendered in the suit.

ARTICLE 17 - CONTRACT TERMINATION

17.1 Town's Right to Terminate Contract for Convenience

- 17.1.1 The Town shall, at any time, have the right to terminate the Contract, for convenience, upon giving written notice to the Contractor. The Contractor shall be entitled to the full amount of the approved estimate for the Work satisfactorily completed under the Contract up to the time of such termination, including the retained percentage. The Town shall reimburse the Contractor for such expenditures as, in the judgment of the Project Manager, are not otherwise compensated for, together with the cost of moving to and from the Project and a reasonable profit on the Work deleted by reason of the annulment of the Contract, in order that an equitable settlement is made with the Contractor.

17.2 Town's Right to Terminate Contract for Default

- 17.2.1 The Project Manager and acting on behalf of the Town, may serve notice upon the Contractor and its Surety of the intention to terminate the Contract if the performance of the Work set forth under the Contract is unnecessarily or unreasonably delayed by the Contractor, or if any of the provisions of the Contract are being violated by the Contractor or its Subcontractors. The Contract is terminated unless, in the opinion of the Project Manager, the Contractor corrects the violation within five days after the notice is served. In the event of such termination, the Project Manager, acting on behalf of the Town, shall immediately serve notice of the termination and the Surety's right to complete the Contract upon the Surety and the Contractor. The Surety shall have the right to take over and perform the Work called for in the Contract. The Surety is then bound by all the provisions of the Contract. If the Surety does not commence performance of the Work within ten (10) days from the date of the notice, the Town may take over the Project and, without prejudice to any other remedies, complete the Project and the Contractor and its Surety are liable to the Town for any excess costs incurred by the Town.

17.3 Contractor's Right to Terminate Contract

- 17.3.1 The Contractor may terminate the Contract if the Work is stopped for a period of three months under any order of any court or other public authority through no act or fault of the Contractor or of anyone employed by it.
- 17.3.2 The Contractor may suspend Work if Town fails to make payments at the times provided in the Contract and the Contractor has given the Town written notice seven days before suspending Work. The Contractor may terminate the Contract, at its option, if the Town continues to be in default thirty days after the date of the written notice. Failure by the Town to make payments at the times provided is a bar

to any claim by the Town against the Contractor for delay in completion of the Project if the Contractor suspended Work for that reason.

- 17.3.3 If the Contractor terminates the Contract, it may recover the price of all Work done and materials provided and all damages sustained.

ARTICLE 18 - EQUAL OPPORTUNITY

- 18.1 General: During the performance of the Contract, the Contractor agrees as follows:

- 18.1.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex, national origin, or as otherwise prohibited by law.
- 18.1.2 The Contractor shall ensure that all Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex, national origin, or as otherwise prohibited by law.

ARTICLE 19 - MISCELLANEOUS

- 19.1 Reservation of Right to Bar Persons from the Work and Site:

- 19.1.1 The Town reserves the right to bar any person, including employees of the Contractor and Subcontractors, from the Town's Work site. This shall not be treated as a request for the employee's termination but a request that the employee not be assigned to work on the Town Work site. No increase in contract time or price is authorized.

- 19.2 Financial Obligations of Town:

- 19.2.1 All financial obligations of the Town under the Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in the Contract shall be deemed a pledge of the Town's credit, or a payment guarantee by the Town to the Contractor.

- 19.3 Assignment/transference:

- 19.3.1 The Contractor may not assign or transfer any interest in the Contract, including any money due or to become due, without the prior written consent of the Town.

- 19.4 Amendments:

- 19.4.1 The parties shall only amend the Contract in writing with the proper official signatures and, if required elsewhere in this Contract, on the proper forms.

- 19.5 Waiver:

- 19.5.1 No waiver of a breach or default under the Contract is a waiver of any other or subsequent breach or default.

- 19.6 Governing Law:

- 19.6.1 The Contract is governed and to be construed according to the laws of the State of Colorado. Venue and jurisdiction for any court action filed regarding this agreement shall be in either Boulder County Colorado or the United States District Court for Colorado.

- 19.7 Binding Contract:

- 19.7.1 The Contract is binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

CONSTRUCTION CONTRACT

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

THIS CONTRACT is made at the Town of Johnstown, Colorado, by and between the **Town of Johnstown, Colorado** (Town), a municipal corporation, and [] (Contractor), a [] corporation, whose address is [].

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

SCOPE OF WORK. The Contractor shall execute the entire Work described in the Contract.

CONTRACT DOCUMENTS. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

LIST OF CONTRACT DOCUMENTS.

The Contract Documents, except for Modifications issued after execution of this Agreement, are:

- | | | | |
|-----|---|--------------|----------------|
| 1. | Change Orders; | | |
| 2. | Agreement for Construction Contract; | | |
| 3. | The following addenda, if any: | | |
| | Number | Date | Page(s) |
| 4. | Special Conditions | | |
| 5. | Town of Johnstown Construction Contract General Conditions; | | |
| 6. | Technical Specifications | | |
| 7. | The following Drawings: | | |
| | Number | Title | Date |
| 8. | Notice to Proceed | | |
| 9. | Notice of Award | | |
| 10. | Invitation to Bid | | |
| 11. | Bid Bond | | |
| 12. | Proposal | | |
| 13. | Information and Instructions to Bidders | | |
| 14. | Performance Bond and Payment Bond | | |
| 15. | Insurance Certificates | | |
| 16. | Work Schedule. | | |

CONTRACT PRICE. The Town shall pay the Contractor on a per unit price basis for the total quantity of Work performed and the completion of the Project according to the Contract, subject to change orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay the Contractor, in accordance with the unit prices of the Bid Schedule, a total amount not to exceed [] DOLLARS (Contract Price), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Town has appropriated sufficient funds for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within [] calendar days, and must complete work within [] calendar days from and including the date of Notice to Proceed, according to the General Conditions.

LIQUIDATED DAMAGES. If the Contractor fails to substantially complete the Work by the date set for substantial completion in the Contract, or if the completion date is extended by a change order, by the date set in the change order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$1400.00 for each calendar day that the Work shall remain uncompleted from monies due or that may become due to the Contractor. This sum is not a penalty but is the cost of field and office engineering, inspecting, interest on financing and liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of it that are not completed on time, and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of the Town of Johnstown incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms are impossible to measure.

SERVICE OF NOTICES. Notices to the Town are given if sent by registered or certified mail, postage prepaid, to the following address:

TOWN OF JOHNSTOWN
ATTN: Matt LeCerf
notices@johnstownco.gov
450 S. Parish Ave
JOHNSTOWN, CO 80534

INSURANCE PROVISIONS. The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Johnstown as to limits, form and amount.

RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; the Contractor's failure to comply with the provisions of the Contract; the Contractor's neglect of materials while constructing the Work; because of any act or omission, neglect or misconduct of the Contractor; because of any claims or amounts recovered from any infringements of patent, trademark, or copyright, unless the design, device, materials or process involved are specifically required by Contract; from any claims or amount arising or recovered under the "Workers' Compensation Act," by reason of the Contractor's failure to comply with the act; pollution or environmental liability; or any failure of the Contractor to comply with any other law, ordinance, order or decree. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose, for the Town's use. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that the Contractor and the Town are adequately protected by public liability and property damage insurance.

The Contractor also agrees to pay the Town all expenses incurred to enforce this "Responsibility for Damage Claim" agreement and if the Contractor's insurer fails to provide or pay for the defense of the Town of Johnstown, its officers and employees, as additional insureds, the Contractor agrees to pay for the cost of that defense.

Nothing in the **INSURANCE PROVISIONS of the General Conditions** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

STATUS OF CONTRACTOR. The Contractor is performing all work under the Contract as an independent contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor nor will the Contractor exercise supervision over any employee or official of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation benefits and are obligated to pay federal and state income tax on money earned pursuant to the Contract.** This is not an exclusive contract.

THIRD PARTY BENEFICIARIES. None of the terms or conditions in the Contract shall give or allow any claim, benefit, or right of action by any third person not a party to the Contract. Any person except the Town or the Contractor receiving services or benefits under the Contract shall be only an incidental beneficiary.

INTEGRATION. The Contract is an integration of the entire understanding of the parties with respect to the matters set forth in it.

DEFINITIONS. The Definitions in the General Conditions apply to the entire Contract unless modified within a Contract Document.

EXECUTED this _____ day of _____ 2024.

TOWN OF JOHNSTOWN

By: _____
Town Manager

NOTARY BLOCK

State of _____)
) ss:
County of _____)

The foregoing instrument was acknowledged before me by Matt LeCerf as Town Manager of the Town of Johnstown, a Colorado municipal corporation, on behalf of the corporation, this _____ day of _____, 2024.

Witness my hand and official Seal.

My Commission expires _____.

Notary Public _____

CONTRACTOR

By: _____

Title: _____

NOTARY BLOCK

State of _____)

) ss:

County of _____)

The foregoing instrument was acknowledged before me by _____,

(Name of party signing)

as _____ of _____,

(Title of party signing)

(Name of corporation)

a _____ corporation, on behalf of the corporation, this (State of incorporation)

_____ day of _____, 2024.

Witness my hand and official Seal.

My Commission expires _____.

Notary Public

BID FORM**2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT**

PROJECT IDENTIFICATION: 2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

CONTRACTOR IDENTIFICATION NUMBER:

THIS BID IS SUBMITTED TO:

Town of Johnstown, Colorado
450 S. Parish Avenue
Johnstown, Colorado 80534

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within three days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date of issue	Addenda Number

- (a) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
- (b) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract

Documents.

- (c) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - (d) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - (e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for themselves any advantage over any other Bidder or over OWNER; and
4. BIDDER will complete the work in accordance with the Contract Documents for the following price(s):

BID SUMMARY:

_____ Dollars (use words)

(\$ _____) (numerals)

Contractor to submit Schedule of Values, in support of Lump Sum Price.

- 5. BIDDER agrees that that the Work will be substantially completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.
- 6. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
- 7. The following documents are attached to and made a condition of this Bid:
 - a) Required Bid Bond
 - b) Bidder to provide a tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in this Bid per the Instructions to Bidders.

SUBMITTED on _____, 2024.

If BIDDER is:

An Individual

By: _____
(SEAL)

(Individual's Name)

doing business as _____

Business address:

Phone No.: _____

A Partnership

By: _____
(SEAL)

(Firm Name)

(General Partner)

doing business as _____

Business address:

Phone No.: _____

A Corporation

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Name of person authorized to sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address:

Phone No.: _____

A Joint Venture

By: _____
(Name)

(Address)

By: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE

To: Jason Elkins
 Town of Johnstown
 450 South Parish Ave
 Johnstown, CO 80534

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

BID: Pursuant to the request for bids for the above-named work and being familiar with all contractual requirements, therefore, the undersigned Bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, plant, transportation, services, and all other things necessary for the completion of the Work, at the following unit and lump sum prices:

ITEM NO.	CONTRACT ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENSION
201-00000	CLEARING AND GRUBBING	LS	1	\$	\$
202-00010	REMOVAL OF TREE	EACH	6.00	\$	\$
202-00810	REMOVAL OF GROUND SIGN	EACH	1.00	\$	\$
202-01000	REMOVAL OF FENCE	LF	18.00	\$	\$
203-00000	UNCLASSIFIED EXCAVATION	CY	1344.00	\$	\$
206-00000	STRUCTURE EXCAVATION	CY	72.00	\$	\$
206-00200	STRUCTURE BACKFILL (CLASS 2)	CY	38.00	\$	\$
207-00700	TOPSOIL (ONSITE)	CY	249.00	\$	\$
208-00008	EROSION LOG TYPE 2 (12 INCH)	LF	267.00	\$	\$
208-00045	CONCRETE WASHOUT STRUCTURE	EACH	1.00	\$	\$
208-00070	VEHICLE TRACKING PAD	EACH	2.00	\$	\$
212-00024	SEEDING (UPLAND GRASSLAND)	ACRE	0.2970	\$	\$
212-00028	SEEDING (WETLANDS)	ACRE	0.0120	\$	\$
213-00011	MULCHING (HYDRAULIC)	ACRE	0.199	\$	\$
214-00205	DECIDUOUS TREE (5 GALLON CONTAINER)	EACH	9.00	\$	\$

Town of Johnstown
 450 South Parish Ave, Johnstown, CO 80534 | johnstownco.gov | 970-587-4664

214-00320	DECIDUOUS SHRUB (2 GALLON CONTAINER)	EACH	140.00	\$	\$
214-01013	LIVE WILLOW STAKES	EACH	280.00	\$	\$
216-00221	SOIL RETENTION BLANKET (COCONUT) (BIODEGRADABLE CLASS 1)	SY	530.00	\$	\$
304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	6.00	\$	\$
503-00030	DRILLED SHAFT (30 INCH)	LF	103.00	\$	\$
506-00418	SOIL RIPRAP (18 INCH)	CY	495.00	\$	\$
514-01012	BRIDGE RAIL (STEEL) (SPECIAL)	LF	20.00	\$	\$
601-03000	CONCRETE CLASS D	CY	44.00	\$	\$
602-00020	REINFORCING STEEL (EPOXY COATED)	LB	3300.00	\$	\$
607-11525	FENCE (PLASTIC)	LF	320.00	\$	\$
608-00026	CONCRETE BIKEWAY (6 INCH)	SY	33.00	\$	\$
625-00000	CONSTRUCTION SURVEYING	LS	1.00	\$	\$
626-00000	MOBILIZATION	LS	1.00	\$	\$
628-00002	BRIDGE GIRDER AND DECK UNIT - (INSTALL ONLY)	EACH	1.00	\$	\$

Total Bid _____

BIDDER:

By: _____

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2024, by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

CERTIFICATE OF INSURANCE

STATE OF _____)
 _____) ss.
 COUNTY OF _____)

I, _____, being first duly sworn, state and affirm, under penalty of law, that I am familiar with the insurance coverages maintained by the Insured, _____, and the coverage requirements set forth in the foregoing Certificate of Insurance, that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information provided contained therein is true and correct to the best of my knowledge. I further understand that the Town of Johnstown shall rely on the information provided.

This information is provided for the Town of Johnstown, Work No. _____.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2024, by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and
 _____ Surety, are hereby

held and firmly bound unto the Town of Johnstown in the penal sum of _____

_____ (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 2024.

The condition of the above obligations is such that whereas the Principal has submitted to the Town of Johnstown a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

NOW THEREFORE,

- (A) If said bid shall be rejected, or in the alternate,
- (B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly) completed in accordance with said bid and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

then this obligation shall be void, otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations by any extension of the time within which the Town may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunder set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By: _____.

Principal

_____.

Surety

By: _____.

NOTICE OF AWARD

DATE OF NOTICE OF AWARD: _____

TO: _____

The Town has considered Bids for the above Project in response to its Advertisement to Bidders.

You are hereby notified that the Town accepts your bid for the **2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT** in the amount of _____ (\$ _____).

You are required to execute the Agreement for Construction Contract with the Town of Johnstown and furnish the required Certificates of Insurance and Performance and Payment Bonds within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement for a Construction Contract or furnish the insurance certificates and bonds within ten (10) days from the date of this Notice, the Town will be entitled to consider all your rights arising out of the Town's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Town will be entitled to such other rights as may be granted by law.

The Town of Johnstown

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 2024.

CONTRACTOR

By: _____

Title: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Firm _____
Address _____

a _____, hereinafter referred to as “Principal” and
Individual, Partnership or Corporation

Name of Surety _____
Address of Surety _____

hereinafter referred to as “Surety” are held and firmly bound unto the Town of Johnstown, 450 S. Parish, Johnstown, Colorado 80534, hereinafter referred to as “Town”, in the penal sum of _____

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly, severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with the Town, dated the ____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Town, with or without notice to the Surety and during the one-year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Town from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Town all outlay and expense which the Town may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any ways affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

INWITNESS WHEREOF, this instrument is executed this ____ day of _____, 2024.

ATTEST:

Principal

Principal Secretary

(SEAL)

By _____

Witness as to Principal

Address

Address

ATTEST:

Surety Secretary

(SEAL)

Surety

Witness as to Surety

By _____
Attorney-in-Fact

Address

Address

NOTE: Date of bond must not be prior to date of contract. If contractor is a partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Firm _____
Address _____

a _____ hereinafter referred to as “Principal” and
Individual, Partnership or Corporation

Name of Surety _____
Address of Surety _____

hereinafter referred to as “Surety”, are held and firmly bound unto the Town of Johnstown, S. Parish St., Johnstown, Colorado, 80534, hereinafter referred to as “Town”, in the penal sum of _____ (\$ _____) in a lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Town, dated the _____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

NOW, THEREFORE, if the Principal shall, during the entire length of said contract and any extension thereof, promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work or to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2024.

ATTEST:

Principal

Principal Secretary

By _____

(SEAL)

Witness as to Principal

Address

Address

ATTEST:

Surety Secretary

Surety

(SEAL)

Witness as to Surety

By _____
Attorney-in-Fact

Address

Address

NOTE: Date of bond must not be prior to date of contract. If contractor is a partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570, as amended) and be authorized to transact business in the state where the project is located.

NOTICE TO PROCEED

DATE OF NOTICE TO PROCEED: _____

TO: _____

You are hereby notified to commence work in accordance with the Contract dated _____, 2024, on or before _____, 2024, and you are to complete the work within ninety (90) consecutive calendar days thereafter. The date of completion of all work is therefore _____, 2024.

Please take notice that:

The Contractor and the Town have signed the Contract for the Project and the Contractor has submitted the items requested prior to the beginning of the Work for the Contract.

The Town has approved the Contract.

Therefore, as the Contractor for the above-described work, you are hereby authorized and directed to proceed within [_____] calendar days from and including the date of the Notice to Proceed, as required by the Contract.

TOWN OF JOHNSTOWN

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this _____ day of _____, 2024.

CONTRACTOR

By: _____

Title: _____

NOTICE OF SUBSTANCIAL COMPLETION

Project Name _____

Date of Substantial Completion _____

Contractor _____

Check one of the following and attach the requested document to this notice for required structures.

- ☐ Copy of the signed "Certificate of Occupancy"
- ☐ Copy of the signed "Copy of the Final Inspection Approval Memo from Building Inspections"

PROJECT OR SPECIFIED PART OF PROJECT WHICH IS SUBSTANTIALLY COMPLETE:

The Work performed under this Contract has been inspected by authorized representatives of the Town, Contractor, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed as of the Date of Substantial Completion.

A tentative list of ITEMS TO BE COMPLETED OR CORRECTED is appended hereto. The ITEMS TO BE COMPLETED OR CORRECTED list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work according to the Contract. Items listed on the ITEMS TO BE COMPLETED OR CORRECTED list shall be completed by the Contractor within 45 days of the Date of Substantial Completion.

ISSUED BY: _____

PROJECT MANAGER

ACKNOWLEDGED BY: _____

CONTRACTOR

NOTICE OF CONSTRUCTION ACCEPTANCE

Date of Construction Acceptance: _____

Project Name: _____

Contractor: _____

Project Manager: _____

Please take notice that the Town of Johnstown has accepted the construction work for the Project, as complete. In conformance with Contract, your obligations and guarantees will continue until _____.

Please reference the project name and number stated above and submit your invoice for final payment (in duplicate) to the Project Manager.

TOWN APPROVAL**CONTACTOR**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

NOTICE OF CONTRACTOR SETTLEMENT

This is to notify all persons interested that the Town of Johnstown, Colorado will make final payment to _____, for work completed on 2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT.

Said final payment will be made on _____, 2025.

Anyone having claims in conjunction with this project may file same with the undersigned no later than _____, 2025.

TOWN OF JOHNSTOWN

BY _____
Town Clerk

Dated: _____

FINAL RECEIPT AND GUARANTEE

Project Name: _____

Date: _____

Received this date of _____, 2024, as full and final payment of the cost of improvements provided for in the Contract executed by _____,

and Payee on or about _____, 2024, together with all amendments, change orders, and additions thereto, the sum of _____

_____ Dollars (\$_____), being the remainder of the full amount accruing to the undersigned by virtue of said contract and extra work performed thereunder, said payment covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, for the additional consideration of One Dollar (\$1.00) for the execution hereto, and the undersigned hereof releases the Town of Johnstown from any claims whatsoever resulting from said contract and all work performed thereunder.

The undersigned by these present certifies that all persons doing work upon or furnishing materials for said improvements under the foregoing contract and all additions thereto have been paid in full. The undersigned further certifies that all work has been completed in a workmanlike manner in conformity with the plans and specifications. That should any portion of said work or material prove defective within two **(2) years** from the date of final acceptance of the entire project by the Town, the undersigned shall replace any such defective material and remedy any such defective work to the satisfaction of the Town of Johnstown and shall defend, indemnify, expenses, and charge of every kind which may arise as a result of any such defective material and workmanship during said period.

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

TOWN APPROVAL

By: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Title: _____

Date: _____

SPECIAL CONDITIONS

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

SECTION 1 - CONTRACT TIME

- 1.1 The work shall be commenced not later than ten (10) calendar days from and including the date of the Notice to Proceed and shall be substantially complete in a satisfactory and acceptable manner within 90 calendar days of the Notice to Proceed. Prior to the commencement of work, the Contractor shall submit to the Project Manager, for approval, a schedule showing the time of commencement and proposed progress of the work. Contract time count shall be tracked in accordance with CDOT Standards and Specifications Section 108.08.
- 1.2 Any requests for extension of time due to conditions outside of the Contractor's control (including unseasonable inclement weather as defined in "Weather Limitations") shall be made in writing to the Project Manager within three (3) calendar days of that condition.
- 1.3 Delays caused by circumstances, which in the opinion of the Project Manager, are outside of the control of the Contractor will be reason for time extensions.
- 1.4 Work not specifically called out in this document, but which is necessary to complete the work required under this contract, will be considered incidental and a part of the contract and will be performed by the Contractor at no additional cost. The contract unit prices per ton or square yard will be full compensation for all labor, materials, no parking signs, and equipment necessary to complete this project. No separate payment will be made for the materials used in this operation.
- 1.5 The Town reserves the right to require the Contractor to employ additional crews in order to meet schedule requirements as outlined in the approved project schedule. Such crews shall be requested by the Project Manager and provided by the Contractor at no additional cost to the Town.
- 1.6 If the Contractor fails to perform work required under this contract after written notice by the Project Manager, the Town reserves the right to have work done or to perform the work with Town forces and to charge the Contractor for such work.
- 1.7 For purposes of final payment, the construction will not be considered complete until the construction inspection has taken place and the Project Manager approves the Construction Acceptance Form

SECTION 2 - LIQUIDATED DAMAGES

- 2.1 Liquidated damages will be charged as shown in the General Conditions if the project is not complete as specified.

SECTION 3 - WEATHER LIMITATIONS

- 3.1 The Contractor shall suspend work operations at times when satisfactory results cannot be obtained due to rain, freezing temperatures, or other unsatisfactory conditions encountered in the field.
- 3.2 The Contractor is required to plan for normal weather. Normal inclement weather days are included in the contract time. Contract time extensions will be granted if Contractor is delayed by unseasonable inclement weather.
- 3.3 Unseasonable inclement weather shall mean any weather condition sufficient to prevent all construction from proceeding as determined by the Project Manager. Unseasonable inclement weather shall mean any weather condition sufficient to prevent all construction from proceeding as determined by the Project

Manager. Contract days due to unseasonable inclement weather shall be disbursed in accordance with CDOT Standards and Specifications Section 108.08.

SECTION 4 - CONSTRUCTION SCHEDULES AND COORDINATION

- 4.1 Prior to commencement of the work, the Contractor shall submit to the Project Manager, for approval, a schedule showing the proposed progress of the work. The Contractor shall supply at each weekly progress meeting an updated construction schedule showing the schedule of work to be performed during the subsequent three week period or a period of time mutually agreed upon by the Contractor and Project Manager.
- 4.2 One entire side of a roadway shall be completed before work can be initiated on the remaining side of that roadway, unless otherwise approved by the Project Manager.

SECTION 5 - PROGRESS MEETINGS

- 5.1 Progress meetings shall be held on a weekly basis at a time and place designated by the Project Manager. These meetings shall be attended by the Project Manager, Inspector, the Contractor's Superintendent, and representatives of all subcontractors. Progress of the work pay quantities, and the next week's schedule shall be discussed and coordinated at these meetings. Meetings may be held on a more frequent basis if determined necessary by the Project Manager or requested by the Contractor. Meeting notes shall be taken by the Contractor and distributed within 2 working days to the Town.

SECTION 6 - FEES AND PERMITS

- 6.1 The Contractor shall obtain all licenses and permits required to conduct work within the limits of the project work and the Town of Johnstown. No charge will be made for the Town of Johnstown Permit to work within the Right-of-Way. All costs associated with any required permit acquisition shall be considered incidental to the project work and there shall be no additional payment for this activity unless noted otherwise.
- 6.2 A Stormwater Construction Permit from the State of Colorado must be obtained by the Contractor. The Contractor will be required to initiate the application of the permit through Colorado Environmental Online Services (CEOS) and coordinate all required signatures with the Town's Project Manager. All fees associated with acquisition of the Stormwater Construction permit will be paid by the Contractor.

SECTION 7 - METHOD OF MEASUREMENT AND PAYMENT

- 7.1 Work to be completed under this contract will be measured for quantities in accordance with the provisions of the Contract, technical specifications, and the Colorado Department of Transportation's (CDOT) Standard Specifications for Road and Bridge Construction as may be applicable. Payment shall be made on the basis of actual measured quantities for the various construction pay items, said prices to include all costs of labor, materials, and equipment necessary to complete the work items.
- 7.2 All work completed under the contract shall be measured jointly by the Town's Project Inspector and the Contractor's authorized representative. Lump sum items will not be measured but are to include the full bid item as described in Technical Specifications.
- 7.3 All pay units are to include all necessary incidental work.
- 7.4 Periodic pay applications should be submitted monthly by the 2nd Thursday of each month for work items installed during the preceding month. For example, invoicing for work completed during April should be submitted no later than the 2nd Thursday in May.

- 7.5 Quantities for monthly pay applications must be submitted to the Town on a Town supplied form. This form shall be submitted to the Project Manager following approval from the Town Project Inspector, Contractor's superintendent, and Contractor's project manager.

SECTION 8 - WORK HOURS

- 8.1 Work hours within the limits of the Town shall be from 7:00 AM to 4:00 PM, Monday through Friday, and 8:00 AM to 4:00 PM on Saturday except for public holidays observed by the Town of Johnstown. Weekend or holiday work shall only be allowed by prior written permission of the Town but shall not be unreasonably disallowed.
- 8.2 Due to the proximity to schools, additional restrictions could be placed on the work hours to minimize conflicts with access and school drop-off locations

SECTION 9 - USE OF PRIVATE PROPERTY

- 9.1 The Contractor shall not park any vehicle, equipment, or stockpile materials on private property without prior written permission of the owner submitted to the Project Manager. When materials and equipment are stored on private property, it shall be returned to equal to or better than the condition prior to using the property.

SECTION 10 - USE OF STREETS BY TRUCKS AND COMMERCIAL VEHICLES

- 10.1 The Contractor and all subcontractors shall comply with the regulations set forth in the Town of Johnstown Municipal Code Chapter 8 – Vehicles and Traffic. Special attention to the following sections:
- 10.1.A Article III §8-42 – Parking Restricted. No person shall park or allow to be parked any truck-tractor/semitrailer vehicle or combination vehicle with a length of thirty-five (35) feet or more and/or a weight of twenty thousand (20,000) pounds or more on any property, streets or alleys located within the SF-1, SF-2, PD-M or CBD zoning districts, except when such parking is reasonably necessary to actively render services to the property where parked.
- 10.1.B Article III §8-44 – Idling. Motor vehicles that weigh more than ten thousand (10,000) pounds (mostly trucks) are hereby forbidden from idling longer than fifteen (15) minutes in any hour unless stopped due to traffic congestion. Moreover, said vehicles shall not idle within one hundred (100) feet of a residential area from 10:00 p.m. to 7:00 a.m. unless parked in the designated area.
- 10.1.C Article V §8-83 – Mandatory routes for overweight trucks. A copy of the Truck Route Map for the Town of Johnstown shall be provided by the Town.
- 10.1.D All trucks weighing over seven thousand (7,000) pounds empty weight are prohibited from traveling on all streets, alleys, viaducts, bridges, or other public ways in the Town except on designated truck routes. Trucks of larger sizes may use the prohibited streets to make deliveries on such streets or nearby streets, provided that such trucks use the shortest route between an established truck route and point of delivery. Violations are subject to the penalties provided under Article IV of Chapter 1 of this Code, except the minimum fine for a conviction of a violation of this Section shall be five hundred dollars (\$500.00).
- 10.1.E Exceptions. The Town Council may, under appropriate circumstances for which this Article was not intended, such as the application to local farmers who have a necessity for transporting their farm products through traditional routes, provide for, by resolution, those exceptions, rules, and regulations governing the same.

SECTION 11 - CLEANING OF ROADS AND RIGHT-OF-WAY DURING CONSTRUCTION

- 11.1 The Contractor will be responsible for the daily removal and proper disposal of all construction debris, dirt, and mud from all public streets (inlet protection needs to be provided when working in the vicinity of inlets), private driveways and parking lots within or adjacent to the project area, whether caused directly by the Contractor's construction operation or that of his subcontractors and/or materials suppliers, or indirectly due to the site conditions in general.
- 11.2 The Contractor will be responsible for any damage caused due to his maintenance and/or cleaning operations, or the lack thereof.
- 11.3 No separate payment will be made for this work and all costs in connection there with will be considered incidental to the contract.
- 11.4 If this work is not completed within 48 hours of receiving verbal notification by the Inspector, the Town shall contract with another company to clean the area and back charge the Contractor.
- 11.5 Sweeping equipment such as skid steer mounted sweeping attachments and sweeping trucks shall employ the use of water to reduce the production of dust. Sweeping operations occurring immediately prior to the application of asphalt tack may receive exception from this requirement. During asphalt patching operations the use of backpack blowers to remove debris from the roadway is not allowed.

SECTION 12 - DISTRIBUTION OF CONSTRUCTION NOTICES

- 12.1 The Contractor shall deliver construction notices to all residences and businesses adjacent to the construction work. Notices shall be submitted for approval to the Town of Johnstown Public Works Department and shall be delivered by the Contractor at least 48 hours and no more than 72 hours in advance of the construction work. Notices shall include the scheduled date for the work (added to the notice by the Contractor), anticipated duration of work, contact information and other information, as applicable. No separate payment will be made for this work and any costs in connection therewith shall be considered incidental to the Contract.

SECTION 13 - EXISTING SITE CONDITIONS

- 13.1 Prior to starting work on the project, the Contractor will walk the project in the areas scheduled for work to document the conditions of fences, curbs, walks, drives, asphalt, lawns, sprinklers, landscaping, and any other existing improvements that are to remain on both public and private property. The Contractor may supplement written documentation of existing conditions with photographs.
- 13.2 The Contractor at the Contractors expense will replace any existing improvements damaged by the Contractor.

SECTION 14 - INSPECTIONS

- 14.1 Town of Johnstown Public Works, consultants, and Town inspectors as appropriate shall observe all work during construction. All inspection work is to be coordinated through the Project Manager. Questions or problems should be directed to the Project Manager, who will be responsible for contacting the appropriate personnel, unless specifically directed otherwise.

SECTION 15 - CONTRACT SPECIFICATIONS

- 15.1 The Contractor must have a copy of all applicable specifications on the job site at all times. In addition, the Contractor shall have a copy of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

- 15.2 The project documents are intended to describe and provide adequate information to complete the work. In case of a discrepancy, calculated dimensions will govern over scaled dimensions; Colorado Department of Transportation Standards shall govern over the Town of Johnstown Standards.
- 15.3 All work will be performed in accordance with these Conditions, Technical Specifications, Construction Plans, applicable Town of Johnstown Construction Specifications, and the CDOT "Standard Specifications for Road and Bridge Construction 2019". In case of conflicts, the following order of precedence shall govern:
- 1) Contract Agreement
 - 2) Technical Specifications
 - 3) Construction Plans
 - 4) CDOT Standard Specifications for Road and Bridge Construction 2019
 - 5) Town of Johnstown Design Criteria & Construction Regulations
- 15.4 The Contractor shall not take advantage of any apparent error or omission in the specifications. In the event the Contractor discovers an error or discrepancy, it shall immediately be brought to the attention of the Project Manager for clarification and decision. The Project Manager's decision will be final.

SECTION 16 - STORAGE OF MATERIALS

- 16.1 The Contractor will be responsible for acquisition of any storage facilities necessary for completion of the work. Any storage of construction materials within road right-of-way for more than six hours will be prohibited unless previously approved as part of the required traffic control permit.

SECTION 17 - TRAFFIC CONTROL

- 17.1 The Contractor will designate a Traffic Control Supervisor, who will be responsible for traffic control management at all times for the duration of the project. Any change in Traffic Control Supervisor must be approved in advance by the Project Manager. The Traffic Control Supervisor may be either of the following:
- An employee of the Contractor, other than the superintendent.
 - An employee of a firm which has a subcontract for overall traffic control management for the Project.
- 17.2 The Traffic Control Supervisor and all Flagging Personnel shall be certified through either American Traffic Safety Services Association (ATSSA) or Colorado Contractors Association (CCA).
- 17.3 Traffic will be directed through the project with signs, barricades, flag persons or pilot cars as necessary to protect the work and for the safety of the public. Traffic control will be accomplished in accordance with the general conditions of the "Manual on Uniform Traffic Control Devices" published by the U.S. Department of Transportation, Federal Highway Administration.
- 17.4 The Contractor will submit to the Project Manager, in writing, the proposed methods of handling traffic 7 days prior to the start of construction. The key elements of the Contractor's method of handling traffic (MHT) are outlined in CDOT's subsection 630.09. The proposed methods will include, as a minimum, the following:
- 17.4.A A diagram which shows the typical location of all sign placements, including advance construction signs, speed limit and appropriate warning signs, method, length and time duration for lane closures, and location of flag persons.
- 17.4.B A tabulation of all traffic control devices for a typical construction site.
- 17.4.C Number of flag persons to be used.

17.4.D Approval of the proposed method of handling traffic in no way will relieve the Contractor of liability specifically provided for in the contract.

- 17.5 Temporary street closures may be allowed on Local Access streets between the hours of 8:00 a.m. and 4:00 p.m., when approved by the Project Manager, and as allowed for in the approved Traffic Control Plan. When allowed to temporarily close Local Access streets, the Contractor will make every effort to maintain their work schedule and avoid potential delays. Local access traffic must be maintained even when temporary street closures are allowed.
- 17.6 The Contractor is cautioned that all personnel vehicle parking will be prohibited where it conflicts with safety, access, or flow of traffic.
- 17.7 Traffic lanes through construction areas will be maintained as shown on the approved traffic control plans or with a clear width of at least ten feet per lane. When directed by the Project Manager, the Contractor will provide and maintain an acceptable temporary asphalt surface for temporary roads or driveways. During non-construction periods (evenings, weekends, holidays, etc.) all work equipment, materials, and traffic control devices will be removed from the right-of-way and all traveled lanes will be free of hazards and open to traffic unless a specific traffic control plan has been approved by the Public Works Division for use during these time periods. Traffic Control Inspection is required for every calendar day, on all when project work, where traffic control devices are in use, masked, or has been turned away from traffic. All traffic control inspection shall be performed by certified traffic control supervisors (TCS). The TCS will be required to supply a daily log of all inspection activities for each calendar day of traffic control inspection performed. Traffic control inspection shall be considered incidental to the project work and there shall be no additional payment for this duty. Traffic control inspection shall not be paid as Traffic Control Supervisor.
- 17.8 Temporary “No Parking” signs will be provided by the Town. The Contractor should take care not to damage the signs and must return the signs to the Town at the completion of the project. The placement of “No Parking” signs will be the responsibility of the Contractor. All costs associated with placing, relocating, removing, and returning such signs shall be incorporated into Barricades and Traffic Control. “No Parking” signs shall be placed no less than 48 hours prior to the start of any work that will limit parking. For example, a no parking enforcement period scheduled to start at 7 a.m. on a Thursday shall be posted for no parking no later than 7 a.m. the preceding Tuesday. If a vehicle is in conflict with the Contractor’s operations and the 48-hour notice requirement has not been fulfilled the conflict vehicle will not be relocated until the 48-hour notice has been met. This requirement will be strictly enforced.
- 17.9 The Contractor will not proceed until all aspects of the traffic control have been addressed.
- 17.10 Traffic control configurations that require any closures to traffic on any street or intersection must be approved prior to implementation. A minimum 48-hour notice of the full closure must be given to the Town so that emergency personnel can be notified beforehand.

SECTION 18 - ON-SITE SUPERVISOR

- 18.1 The Contractor shall name a supervisor of the project at the preconstruction meeting to be approved by the Project Manager. This Supervisor shall be on the job site at all times during construction. This Supervisor shall be assigned to this project for the entire duration of the project.
- 18.2 The Contractor's supervisor cannot be changed without prior approval by the Project Manager.

SECTION 19 - AUTHORITY OF THE PROJECT MANAGER

- 19.1 The Project Manager shall decide any and all questions which arise regarding the specifications, details, quality, and acceptability of materials furnished, work performed, and to the manner of performance and progress of work.

SECTION 20 - CONDUCT

- 20.1 The Contractor understands that when entering into this contract that they are representing and working for the Town of Johnstown.
- 20.2 The Contractor and the Contractor's employees will be required to treat citizens and motorists with a helpful and courteous nature regardless of the situation. All work and behavior of the work force shall comply with the Town of Johnstown Ordinances. Non-compliance by the Contractors work force may result in termination of the contract at the discretion of the Town of Johnstown.

SECTION 21 - LONGITUDINAL JOINT CONSTRUCTION

- 21.1 The Contractor shall submit, for approval, a detailed longitudinal joint construction plan. The plan will detail the methods to be employed by the Contractor that will produce satisfactory longitudinal joints. The Town must review and approve this plan prior to any overlay construction. Longitudinal cold joints will not be allowed unless approved by the Project Manager.

SECTION 22 - STORMWATER QUALITY

- 22.1 The Contractor is required to develop a Stormwater Management Plan (SWMP) in compliance with both state and Town permit requirements. A copy of this SWMP must be submitted to the Town.
- 22.2 The Contractor is responsible for protecting stormwater quality through the use of Best Management Practices (BMPs). For each pollution source, the Contractor must implement BMPs to prevent that pollutant from entering the Municipal Separate Storm Sewer System (MS4) or being transported to the MS4 via streets, sidewalks, or other surfaces. All BMPs must be appropriate for the pollution source and installed and maintained in a manner to ensure that they function properly for the duration of their use.
- 22.3 Common pollution sources and BMPs are discussed below; this list is not inclusive. The Contractor must control all pollution sources through the use of BMPs. All BMPs must meet the requirements of the Town of Johnstown Municipal Code, Town of Johnstown Design Standards and Construction Specifications, Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual Volume 3 – Best Management Practices, or Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, unless otherwise approved by the Town.
- 22.3.A All inlets within 100 ft down gradient of the work shall be protected according to the inlet conditions, i.e., sump conditions or on-grade. If rock socks are used but not well maintained, the Town may require use of a replacement product that does not contain rocks.
- 22.3.B All discharges from saw cutting shall be contained to the immediate work area and runoff of the resulting slurry shall be minimized to the maximum extent practicable. Saw cut slurry shall be vacuumed up in conjunction with the cutting and disposed of properly.
- 22.3.C Concrete washouts must be designed to prevent run-on and contain all wash water and concrete material. Concrete washouts in stockpiles of material are not allowed.
- 22.3.D Materials, including but not limited to stockpiles, chemicals, equipment, or waste/recycle locations shall be stored, used, and controlled in a manner to prevent the release of pollutants to the MS4. Stockpiles, chemicals, and waste/recycle locations shall not be placed or stored in the drainage flow line. Additional BMPs may be required related to Stockpiles, chemicals and waste/recycle so they

Town of Johnstown

450 South Parish Ave, Johnstown, CO 80534 | johnstownco.gov | 970-587-4664

are covered and not in direct contact with the ground, have secondary containment, are in leak proof containers. Rock socks, removal of waste/recycle, spill kits, or equipment maintenance areas may also be needed in some cases.

22.3.E If needed, street sweeping shall be performed on a daily basis at the end of the work day.

22.3.F Portable toilets shall be out of the drainage flow line and staked or otherwise secured.

22.4 BMPs that are installed for control of pollutants from temporary activities such as construction, must be removed once the site or location is in a condition where the BMPs are no longer needed to prevent pollutants from entering the MS4. The Contractor shall remove BMPs when they are no longer needed.

22.5 Upon notification of failure to adequately control pollution sources through use of BMPs, the Contractor will correct the failure(s) immediately.

SECTION 23 - AREAS REQUIRING ADDITIONAL COORDINATION

23.1 At the start of the project there will be an established project sequence that the Contractor should follow. The Contractor should follow this route but may have opportunities to diverge from the sequence if approved by the Town. Also see the following descriptions of work/areas that will require some additional discussion/coordination as the project progresses.

SECTION 24 - UTILITY COORDINATION

24.1 Upon issuance of the Notice to Proceed, the Contractor shall be responsible for the contact, notification and coordination of any work associated with the relocation, adjustment and conflict of utilities located within the project limits. Delays associated with the relocation, adjustment and conflict of utilities will not be considered a compensable delay. All utility coordination work shall be considered incidental to the project. There shall no additional payment for this work except as indicated by these specifications.

Project Specifications

All Construction Shall Be In Accordance With The Colorado Department Of Transportation, Division Of Highways, Standard Specifications For Road And Bridge Construction, Dated 2023, And As Subsequently Revised, The Standard Plans, Dated July 2019, And As Subsequently Revised.



2024 Little Thompson River Pedestrian Bridge

Addendum #1

To all plan holders of the 2024 Little Thompson River Pedestrian Bridge contract documents.

Please acknowledge receipt of this Addendum No. 1 dated September 19, 2024 on the Bid Form.

Bid Opening: October 15, 2024, at or before 2:00 pm local time

The following revisions are hereby made to the Contract Documents:

September 19, 2024

1. Question: Will traffic control be required for the project?
Answer: Yes, it is expected that traffic control will be required to unload and set the bridge. Any other contractor operations that may impact traffic may also require traffic control. Traffic control shall be included in the cost of Item No. 628-0002 BRIDGE GIRDER AND DECK UNIT (INSTALL ONLY) for any traffic control required to complete the project. Contractor shall submit a traffic control plan to the Town of Johnstown for approval a minimum of 2 weeks prior to disruption of traffic on CR 46.5.
2. Question: Will the bridge be spliced or delivered in one piece?
Answer: Contech will deliver the bridge in one piece.
3. Question: What will the delivery route of the bridge be?
Answer: It is expected that Contech will deliver the bridge traveling west on WCR 46.5.
4. Question: Will driver standby time be charged for the bridge?
Answer: Contech's proposal to the Town includes 2 hours of driver standby time for unloading of the bridge. Additional time beyond 2 hours will be charged at \$100 / hour and will be the responsibility of the Contractor.
5. Question: Can an Excel version of the bid schedule be provided?
Answer: Yes, an .xlsx version of the bid schedule will be uploaded to Bidnet along with this addendum.
6. Question: Can you verify the quantity of trees to be removed?
Answer: There are 6 trees to be removed. 3 are shown on Sheet Number 7 and the other 3 are shown on Sheet Number 13.
7. Clarification: All ground disturbing activities associated with the project must be complete by April 15, 2025 as required by US Fish and Wildlife Service for protection of the Preble's Jumping Mouse as required under the terms of the US Army Corps Nationwide Permit. Substantial completion shall be considered upon completion of all site restoration and ground disturbing activities.

8. Clarification: The contractor may deposit all CLEAN excess excavation materials at the Town owned property, south of WCR 46.5, approximately 1000' southwest of the project. Location and materials must be approved by the Town of Johnstown.
9. Clarification: Prebid attendees list is attached to this addendum.

END OF ADDENDUM #1



2024 Little Thompson River Pedestrian Bridge

Addendum #2

To all plan holders of the 2024 Little Thompson River Pedestrian Bridge contract documents.

Please acknowledge receipt of this Addendum No. 2 dated October 4, 2024 on the Bid Form.

Bid Opening: October 15, 2024, at or before 2:00 pm local time

The following revisions are hereby made to the Contract Documents:

October 4, 2024

-
1. Question: Is railroad insurance or flagging needed?

Answer: The Great Western Railway owns the railroad right of way which is 80 feet wide centered on the existing tracks. If the contractor expects to access the RR right of way to construct the project, a Non-Environmental Right of Entry Application must be submitted to OmniTRAX (see attached). The Right of Entry Application must also include a certificate of insurance per the attached example. The cost of the Right of Way Application and any other costs associated with accessing the railroad ROW shall be included in the Bid Schedule V2 cost of ITEM 900-0000 RAILROAD WORK (LS).

OmniTRAX Contact:

Christina Juarez

Real Estate Analyst

o. 970.372.4310 c. 316.214.6510

CJuarez@OmniTRAX.com

www.OmniTRAX.com

252 Clayton Street, 4th Floor

Denver, CO 80206

2. Question: Is all the rebar for all items including abutments, drilled shafts, approaches and caissons on one item on bid sheet?

Answer: Rebar for the abutments, approaches and bridge deck are included in the quantity for Item 602 – REINFORCING STEEL (EPOXY COATED). The concrete and rebar for the drilled shafts will not be quantified or paid for separately. The cost shall be included in the cost of Item 503 – DRILLED SHAFT (30 INCH).

3. Revised bid schedule, Bid Schedule V2, issued to include line item 900-0000 RAILROAD WORK (LS).

END OF ADDENDUM #2



2024 Little Thompson River Pedestrian Bridge Addendum #3

To all plan holders of the 2024 Little Thompson River Pedestrian Bridge contract documents.

Please acknowledge receipt of this Addendum No. 3 dated October 4, 2024 on the Bid Form.

Bid Opening: October 15, 2024, at or before 2:00 pm local time

The following revisions are hereby made to the Contract Documents:

October 4, 2024

-
1. OmniTRAX Non-Environmental Right of Entry Application mentioned in Addendum #2 is now attached.

END OF ADDENDUM #3

**APPLICATION PROCESS & INSTRUCTIONS**

Telephone (303) 398-4588, Fax (866) 351-9503

☐**Check the box if this is a RUSH? If so include a \$1,500.00 check in addition to the application fee.**

RIGHT OF ENTRY LICENSE APPLICATION Non-Environmental

Return the completed application along with a non-refundable fee in the amount of **\$4,000 USD (\$5,074 CAD)** and a print or sketch of the proposed licensed premises with dimensions, coordinates and directions. Also, depict any planned or existing improvements on the licensed premises and include the distance from the nearest track.

(Be sure to list the check number(s) at the bottom of the cover sheet AND application).

Make check(s) payable to:

**OmniTRAX Inc.
C/O AR Real Estate Department
252 Clayton Street
Denver, CO 80206**

(As information, future payments will also be sent to the address listed above.)

If the submitted application and/or plans require review by an environmental (HAZMAT) or other outside consultant, it will solely be at the applicant's expense and in addition to the aforementioned fees. INCOMPLETE applications will result in processing delays and applications without the required fees will not be processed. If you are a Canadian business or resident, this fee is a taxable supply. Include the applicable GST.

REQUESTS FOR RUSH SERVICE: Once a **COMPLETE** application and required fees are received, including the rush fee of **\$1,500 USD (\$1,875 CAD)**, a draft Right of Entry Agreement will be made available for review within **fourteen (14) business days**. Please be sure to mark the box above.

Once an executable Right of Entry Agreement is presented to you, the agreement must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

A Right of Entry is to access property for up to thirty (30) days. Beyond thirty (30) days, you will be responsible for an additional fee of \$3,500 (\$4,375 CAD). You also have the option to purchase a six (6) month Right of Entry for \$20,000 (\$25,000 CAD).

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: _____

RIGHT OF ENTRY APPLICATION – NON-ENVIRONMENTAL

1) Complete Legal Name of Applicant: _____

Agreement to be in the name of (if different from above): _____

Type of Applicant (please mark one): Corporation _____ LLC _____ Individual _____ Municipality _____

Partnership _____ (General _____ Limited _____) Other _____

If applicable, state/province of incorporation or organization: _____

Federal Tax Identification number (U.S. Leases): _____

Mailing Address: _____

Billing Name, Address (No PO Box), Email, and Phone Number (REQUIRED):

Overnight Delivery Service Address: _____

Contact Person: _____ Title: _____

Phone No.: (____) _____ Fax No.: (____) _____

Email: _____

Time period of your project and use of the Railroad's property?

REQUIRED INDICATE DATE RANGE (30 DAY MAX): from _____ to _____

2) When do you need to receive this agreement from the Railroad? _____
(Please allow 30-45 days for processing of this request)

3) Will there be any activity, material, vehicles or equipment within 50 feet of a railroad track in connection with your project? YES/ NO

If 'YES' Within 25 feet? YES/ NO

Railroad supervision will be required at all times at Applicant's sole cost and expense.

4) Will there be any excavation involved? YES/ NO (If 'YES', include shoring plans)

5) Site Location (City, County & State): _____

Latitude: _____ Longitude: _____

6) Railroad: _____; Railroad Site Location Information: (Railroad Mile Post, Subdivision, or any other pertinent location information) _____

RIGHT OF ENTRY APPLICATION – **NON-ENVIRONMENTAL**

- 7) Purpose of your request: (This must be detailed and complete; attach engineering plans, shoring plans, if applicable, and details to support) If you need additional room, please attach paper to this form. _____
- _____
- _____
- _____

Date: _____

Check #'s sent: _____

Signature: _____

Name Printed: _____

Title: _____

Phone No.: _____

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 17 10 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CONTRACTUAL LIABILITY – RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	Designated Job Site:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

Instructions for
Certificates of Insurance (COI)

Please find the sample Certificate(s) of Insurance (COI) following this instruction page. The sample COI is intended as a guide and outlines the insurance requirements to be evidenced based on the corresponding agreement.

Please submit the sample COI to your insurance agent or broker for review and issuance upon receipt. Your insurance representatives must validate that the insured party is in compliance with all required coverages, limits, and applicable endorsements.

Specifically, your insurance agent or broker must ensure that:

1. The sections titled **Insured** and **Certificate Holder** on the certificate reflect the legal entity names and addresses of the contracting parties. These entities should be the same as those identified in the applicable contract.
2. All lines and limits of coverage match those listed in the sample certificate, if there is a difference in requirements of the contract and the COI, please refer to the lines and limits within the contract.
3. Applicable check boxes are appropriately completed per the sample certificate.
4. All additional language identified by the sample certificate is sufficiently addressed in the **Description of Operations** section or on the **Additional Remarks Schedule** on a subsequent page of the certificate.
5. Any endorsements provided to supplement the certificate of insurance must be sufficiently completed.

Per company policy, please be advised that contracts will not be signed until all relevant insurance documents have been received and approved by Risk Management.



CERTIFICATE OF LIABILITY INSURANCE

DATE

Item #10.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER To be completed by your agent/broker		CONTACT NAME: agent/broker contact PHONE (A/C, No, Ext): XXX-XXX-XXXX E-MAIL ADDRESS: FAX (A/C, No): XXX-XXX-XXXX	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Insurer 1	
		INSURER B: Insurer 2	
		INSURER C: Insurer 3	
		INSURER D: Insurer 4	
		INSURER E:	
		INSURER F:	

INSURED Contracting Party Legal Entity Name (Entity must match entity identified in contract) Mailing Address	NAIC #
---	---------------

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	X	X	Policy #: xxxxxx			EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	X	Policy #: xxxxxx			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	\$						
							\$
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$	X	X	Policy #: xxxxxx			EACH OCCURRENCE \$ 4,000,000
	CLAIMS-MADE						AGGREGATE \$ 4,000,000
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	X	Policy #: xxxxxx			☒ WC STATUTORY LIMITS ☐ OTHER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder and its affiliates are named as an additional insured where required by written contract. If the contract applies to multiple entities identified in an exhibit, the following wording must be included: "All railroad entities listed in Exhibit () of contract between Certificate Holder and Insured are included as additional insureds where required by written contract." Waiver of subrogation applies in favor of certificate holder with respect to all coverage referenced above as required by written contract. The general liability is endorsed with the CG 2417 or equivalent to delete all exclusions for construction or demolition operations on or within 50 feet of a railroad property, bridge, tracks, road-beds, tunnel, underpass or crossing. All insurance of the Insured is primary and not excess over or contributory with any insurance maintained by Certificate Holder or its affiliates. Umbrella is follow form.

CERTIFICATE HOLDER**CANCELLATION**

Contracting Party Legal Entity Name (Entity must match entity identified in contract) 252 Clayton St., 4th Fl. Denver, CO 80206	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

Item #11.

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 4, 2024

SUBJECT: Public Hearing – Subdivision Case No. SUB23-0021 which includes a Preliminary Plat and Change of Zone for Waggoner Farm

ACTION PROPOSED:

1. Consideration of Ordinance 2024-262 Approving MU-NC Zoning for Waggoner Farms; and,
2. Consideration Of Resolution 2024-48 Approving a Preliminary Plat for The Waggoner Farms Subdivision

ATTACHMENTS:

1. Planning & Zoning Commission Staff Report
2. Ordinance 2024-262 (Change of Zone)
3. Resolution 2024-48 (Preliminary Plat)
4. Vicinity Map
5. Zoning Map
6. Preliminary Plat
7. Concept Plan
8. Staff Presentation

PRESENTED BY: Jeremy Gleim, AICP, Planning and Development Director

AGENDA DESCRIPTION

Staff requests that this item be tabled to the Town Council meeting on December 2, 2024 to provide additional time for negotiations and review.

The applicant, MIC TDC Hwy 60 Johnstown, LLC, has submitted an application for a Change of Zone and Preliminary Plat for the property known as Waggoner Farm. A full analysis of the request, with conclusions and recommendations, is included in the Planning & Zoning Commission staff report dated September 25, 2024 (Attachment #1).

PLANNING & ZONING COMMISSION SUMMARY

On September 25, 2024, the Planning & Zoning Commission (Commission) convened a regular meeting and held a public hearing for this project. Staff presented the project to the Commission, which

was followed by comments from the Applicant. The Commission Chair opened the public hearing and invited comments from the public. No members of the public spoke for or against the project.

After due consideration of the staff report, presentations, and discussion, a motion was made to recommend that the Town Council approve Subdivision Case No. SUB23-0021 for MU-NC zoning and a preliminary plat. The motion was approved unanimously on a 7/0 vote.

PUBLIC NOTICE

Notice for the Town Council public hearing was published in the Johnstown Breeze, on Thursday, October 24, 2024. Notices were mailed to all property owners within 800 feet of the subject property. This notice included a vicinity map and the proposed subdivision map.

STRATEGIC PLAN ALIGNMENT

- Natural & Built Environments
 - *Expect and encourage community-centered design.*

LEGAL ADVICE:

The Town Attorney prepared Ordinance 2024-262 and Resolution 2024-48 for this request.

FINANCIAL ADVICE:

NA

CONDITIONS OF APPROVAL:

The following Conditions of Approval are project specific, for the most part, and shall be implemented in the preparation of final platting and future development. The conditions that are not project specific are simply included as informational items due to timing limitations and/or clarification.

1. The applicant shall dedicate a quantity of water, as deemed necessary by the Town and/or Town's consultants, to satisfy irrigation demands for parkway and common area landscaping. These demands shall be memorialized in a Water and Sewer Service Agreement, which shall be approved by the Town Council in conjunction with the Final Plat.
2. Pursuant to Section 17-2-2(4)(b), an approved preliminary plat shall be effective for two (2) years. If a final plat is not submitted in that timeframe, the preliminary plat shall expire.
3. Lot 1 of the Preliminary Plat shall be reserved for residential development under its proposed design and layout. If commercial development is desired for Lot 1 in the future, the applicant/property owner shall re-plat said lot to conform with the lot size requirements for non-residential lots in the MU-NC zone (17-6-2(A)).
4. A 30-foot landscape buffer/setback shall be required along Colorado Boulevard, pursuant to the Town's adopted Transportation Plan and other technical studies for Colorado Boulevard.
5. No development shall occur on the property prior to approval of a Final Plat.
6. The concept plan which has been included in the submittal packet does not approve any specific land uses, site development plans, or anything else. The concept plan is for illustrative purposes only.

7. The existing 16-inch water transmission line that bisects the property shall be rerouted pursuant to the details shown on the preliminary plat or placed within a 30-foot easement if it is to remain in its current location. Cost sharing and/or oversizing reimbursement terms, if at all, to be memorialized in the Development Agreement at the time of Final Plat or in a subsequently executed Reimbursement Agreement.

RECOMMENDED ACTION: The Planning & Zoning Commission recommends that the Town Council **APPROVE:** 1) Ordinance 2024-262, to establish MU-NC zoning; and, 2) Resolution 2024-48 for a Preliminary Subdivision Plat for Subdivision Case No. SUB23-0021 (Waggoner Farm). The ordinance and resolution must be voted on separately.

SUGGESTED MOTIONS:

ORDINANCE 2024-262

For Approval: I move to approve Ordinance No. 2024-262, approving MU-NC zoning for Subdivision Case No. SUB23-0021.

For Denial: I move to deny Ordinance No. 2024-262

RESOLUTION 2024-48

For Approval: I move to approve Resolution No. 2024-48, approving the preliminary plat for Subdivision Case No. SUB23-0021.

For Denial: I move to deny Resolution No. 2024-48

Reviewed and Approved for Presentation,



Town Manager



Town of Johnstown

PLANNING & ZONING COMMISSION AGENDA MEMORANDUM

HEARING DATE: September 25, 2024

SUBJECT: Public Hearing – Subdivision Case No. SUB23-0021 which includes a Preliminary Plat and Change of Zone for Waggoner Farm

ACTION PROPOSED: Make a recommendation to the Town Council regarding Subdivision Case No. SUB23-0021

LOCATION: Northwest corner of Highway 60 and Weld County Road 13 (Colorado Boulevard). Parcel No. R4651286, 1061-01-0-00-009

APPLICANT: MIC TDC Hwy 60 Johnstown, LLC

ATTACHMENTS:

1. Vicinity Map
2. Preliminary Plat
3. Zoning Map
4. Preliminary Landscape Plan
5. Concept Plan
6. Staff Presentation

PRESENTED BY: Jeremy Gleim, AICP, Planning & Development Director

BACKGROUND & SUMMARY

The applicant, MIC TDC Hwy 60 Johnstown, LLC, submitted a Land Use application for a Change of Zone, Preliminary Plat, and Preliminary Development Plan in December of 2023. These applications were submitted for the property commonly referred to as Waggoner Farm, which is located at the northwest corner of Highway 60 and Weld County Road 13 (Colorado Boulevard). The legal description reads as follows: All that part of the Southeast $\frac{1}{4}$ of Section 1, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, lying and being southeast of the lower or south and east bank of the canal of the Consolidated Home Supply Ditch and Reservoir Company in said Quarter Section, and south of the lateral ditch in said quarter section known as The Eberhart Lateral. The property measures approximately 17.44 acres.

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

It should be noted that the application for Preliminary Development Plan, which was submitted with the application packet, is not relevant to this request and is not being considered with the application. Preliminary Development Plans (PDPs) are associated with Planned Development applications (PUD/PD). The applicant is requesting a Change of Zone from PUD-B to MU-NC (Mixed-Use Neighborhood Commercial). If approved, the subject property will be bound by the requirements set forth in the Town of Johnstown Land Use and Development Code (LUDC); therefore, a Preliminary Development Plan is not necessary or applicable to the current request.

Pursuant to Section 17-2-5(C)(2) of the LUDC, the applicant may present a preliminary sketch or Concept Plan for review by staff or the Planning and Zoning Commission and Town Council. This may be used to confirm interpretations, test basic concepts and standards, or review options for a proposed project. Review of the concept plan does not result in any inherent approvals but it provides an opportunity to receive feedback from staff, the Planning Commission, and elected officials. A concept plan has been developed and is included in the hearing packet as Attachment No. 5.

CHANGE OF ZONE

The subject property was annexed into the Town of Johnstown via Ordinance No. 2003-702, which was originally recorded by Weld County on December 15, 2003 (Reception No. 3135239), and re-recorded with corrections on October 18, 2006 (Reception No. 3428360). In conjunction with the adopted ordinance for annexation, Ordinance No. 2003-703 was also adopted for the purpose of establishing zoning for the subject property. The subject property was zoned PUD-B (Business) pursuant to the aforementioned ordinance, which was recorded by Weld County on December 15, 2003 (Reception No. 3135240).

SURROUNDING ZONING & LAND USE

North	R-1 (Residential)	• Corbett Glen Neighborhood • Johnstown Elwell Cemetery
East	PUD-R (Residential)	• Graded Subdivision (Purvis) • Existing Single-Family Homes
South	PUD-R	• Vacant Land • Clearview Neighborhood
West	PUD-R (Residential) R-1 (Residential)	• Corbett Glen • Existing Single-Family Home

Pursuant to the Future Land Use map in the Town of Johnstown Comprehensive Plan (Comp Plan), this land is located in a Medium Density/Intensity land use area. As described in the Comp Plan, MDI areas will generally be characterized by a more balanced, and wider-ranging mix of land uses

– incorporating walk-up apartment buildings, townhomes, small lot attached and detached single-family housing, in close proximity to neighborhood-scale shopping, personal services, restaurants, small medical facilities, and facilities such as libraries and recreational centers. Commercial uses may be developed as stand-alone sites or be grouped in small 10 to 20-acre centers or campuses. MDI areas should have attractive streetscape along major corridors and walkable, pedestrian scale commercial areas that connect to adjacent neighborhoods. The density range for MDI areas is 5 – 16 dwelling units per acre.

LAND USE HISTORY

Historically, this land has been used for agriculture and there are a number of structures in the northeast corner of the property.

REQUEST

The applicant is requesting to change the current zoning on the property to a new zoning designation of MU-NC (Mixed-Use Neighborhood Commercial). In 2023, the Town adopted an updated Land Use & Development Code (LUDC), which included significant updates to neighborhood, residential, and non-residential design standards. Changing the zone to MU-NC will provide the opportunity to use the updated LUDC as the regulatory development code.

MU-NC Zoning Designation

Pursuant to Section 17-4-1 of the LUDC, the MU-NC District provides for small-scale and low-intensity uses that complement, support, and are integrated into surrounding neighborhoods and other higher-intensity commercial areas. It may exist in compact, walkable formats in close proximity to neighborhoods, or alternatively, if automobile oriented, the impacts of access and operations on adjacent areas are limited and mitigated by the small-scale format and lower intensity of the uses. The general application of this zoning designation is within Activity Centers or commercial areas in the Moderate Intensity Area.

The MU-NC zone allows for a wide range of uses, including residential, retail, office, lodging, food & beverage, and civic uses, amongst many others. The full list of permitted and conditionally permitted uses is provided in Table 4-2 of the LUDC. Given the underlying land use designation of Medium Density/Intensity, the MU-NC zoning designation is appropriate for this location.

PRELIMINARY PLAT

A preliminary plat was submitted as part of the application packet. Pursuant to Section 17-2-2(D) of the LUDC, any subdivision not eligible as a minor plat is a major subdivision that shall require approval of a preliminary plat and a final plat. In accordance with Section 17-2-2(D)(4), the Town Council's ultimate approval of the preliminary plat does not constitute an acceptance of the subdivision but authorizes preparation of the final plat. An approved preliminary plat shall be effective for two years. If a final plat is not submitted in that timeframe, the preliminary plat shall expire.

The preliminary plat proposes to subdivide the property into eight (8) lots, two (2) tracts, and right-of-way. Lot 1 is the largest of the proposed lots at 290,407 square feet (6.6 acres). This lot comprises most of the north half of the property and is planned for residential multi-family development. This could be a viable location for an affordable housing project. Lots 2 – 8 are slated for commercial development and range in size from 27,085 square feet to 62,124 square feet (0.6 acres to 1.4 acres). The two tracts are being created for open space, drainage, utility, access, and irrigation easements. Right-of-way for the project measures 58,415 square feet (1.3 acres).

The lots slated for commercial development (Lots 2 – 8) are oriented on the south and east portions of the lot, which are positioned along Highway 60 and Colorado Boulevard, respectively. There are two access point which will serve the project site, one on Highway 60 and one on Colorado Boulevard; neither access point will be signalized.

Access and Circulation

The access point along Highway 60 will be a 3/4 movement, meaning that vehicular traffic will be able to make right turns into the project, right turns out of the project back onto the highway, and left turns into the project while traveling east on the highway. This access point is located approximately 1,100 feet west of the Highway 60/Colorado Boulevard intersection.

The access point along Colorado Boulevard is not restricted to a 3/4 movement, meaning drivers will be able to turn left and right, into and out of the project site. This may be revised in the future if traffic patterns and/or volumes constitute the need to restrict movements for safety purposes. This access point is located approximately 575 feet north of the Highway 60/Colorado Boulevard intersection.

Internal circulation is proposed as a private driveway that traverses the site, generally speaking, on an east-west alignment. This private drive connects to both access points described above. The internal circulation is housed in an access easement that will be maintained by the HOA in perpetuity. The private drives provide access to each of the proposed lots.

Lot Design and Layout

The preliminary plat proposes the creation of eight (8) developable lots. The table below provides information regarding the size and intention of each lot:

	Size (Square Feet)	Size (Acres)	Intended Use
Lot 1	290,407	6.7	Multi-Family Residential
Lot 2	60,510	1.4	Commercial
Lot 3	27,085	0.6	Commercial
Lot 4	37,186	0.9	Commercial
Lot 5	42,284	1.0	Commercial

Lot 6	47,617	1.1	Commercial
Lot 7	51,791	1.2	Commercial
Lot 8	62,124	1.4	Commercial
LOT TOTALS	619,004	14.2	

Table 6-1 of the LUDC prescribes non-residential lot and building standards for the MU-NC zone (image below). As shown, lot sizes are prescribed between 2,000 and 40,000 square feet with 80% maximum lot coverage. These standards assume a development pattern wherein lots are arranged around a shared or common parking area. These standards do not lend so well to projects that are developed on a lot-by-lot basis wherein parking is included within the bounds of individual lots.

Table 6-1: Non-residential Lot & Building Standards							
Zoning District	Minimum Lot Standards		Minimum Setbacks [5]				Building Height (max)
	Area	Lot Coverage (max.)	Front [1]	Interior Side [2]	Corner Side	Rear [3]	
MU-NC	2K – 40K s.f.	80%	10' – 25'	5'	20'	10'	40' / 3 stories

Although some of the proposed commercial lots exceed the 40,000 square foot maximum size, it should be noted that when landscape buffers, utility and access easements, and setbacks are considered, none of the lots exceed the 40,000 square foot threshold. This is an important distinction, because the threshold exists to promote pedestrian-scale development that serves neighborhood functions. This is not intended to be a destination/regional commercial center; rather, it is intended to provide everyday services that will support nearby residents and community members.

Pursuant to Table 5-1 in the LUDC, residential lots for large lot/large complex apartments require a minimum lot size of 30,000 square feet, with no upper limit. Therefore, Lot 1 complies with this standard, provided it remains as a lot for large complex apartment development. If this lot becomes the subject for commercial development, rather than residential development, it shall be re-platted to conform with the standards listed above.

Landscaping Buffers

Landscape buffers are proposed along the public streets. In partnership with the Colorado Department of Transportation (CDOT), in February of 2023 the Colorado Highway 60 System Feasibility Study (Study) was published to investigate Highway 60 between Interstate 25 and Weld County Road 19. Although this section of roadway is in the Town of Johnstown, CDOT has jurisdiction over its development. Street sections for Highway 60 were included in the Study and are being used to evaluate new proposals.

The updated street section for the westbound half-width of Highway 60, between High Plains Blvd. and Telep Ave. depicts two through lanes, a five (5) foot wide bike lane, and a 12-foot right turn/acceleration lane. A 10-foot landscape area is positioned between the pavement and a 10-foot-wide sidewalk. Since the Study was focused on roadway functionality, and not aesthetics, a review of the Town's adopted Transportation Master Plan (TMP) is required to understand any landscape buffers associated with this segment of roadway. Pursuant to the exhibit on page 33 of said TMP, labeled *Four-Lane Divided: I-25 to Telep Ave*, the landscape buffer is not specified numerically and simply indicates that it will vary. The typical major arterial street section in the TMP specifies a 30-foot landscape buffer beyond the right-of-way.

Regarding the typical street section for this segment of roadway, as shown in the Study, it was determined that it would be safer to remove the on-street bike lane in favor of an off-street facility that could accommodate all forms of pedestrian movement. Therefore, with the removal of the five (5) foot wide on-street bike lane, an additional four feet is being added to the required 10-foot-wide sidewalk, resulting in a 14-foot-wide concrete path for pedestrian travel.

The applicant is proposing landscape buffers along Highway 60 that vary from 20 – 30 feet in width. At the western extent of the project along Highway 60, where the 20-foot buffer is proposed, there would still be approximately 45 feet of landscaping between the edge of street pavement and any lot development. This complies with the standards set forth in the Study, the TMP, and the LUDC.

Pursuant to the TMP, Colorado Blvd. is listed as a Regionally Significant Major Arterial; however, due to existing constraints north of the subject property, alternative street design standards were created specifically for the segment of roadway adjacent to the subject property. Pursuant to the revised standards, a 30-foot landscape buffer is required along this length of roadway. The preliminary plat depicts a varying buffer of 20 – 30 feet. In order to comply with adopted standards, a 30-foot landscape buffer shall be required across this entire frontage.

NEIGHBORHOOD MEETING

A neighborhood meeting regarding this project was held on August 13, 2024, at the Senior Center in downtown Johnstown. Notices advertising this meeting were mailed to all property owners within 800 feet of the project site. The meeting was well attended, with 30 – 40 attendees. The applicant provided an overview of the project and then opened for discussion. A number of questions were asked, and a couple issues of concern were raised; they are summarized as follows:

Questions:

1. *Widening of Colorado Boulevard*
2. *The type of housing product being considered*
3. *Pedestrian crossing across Highway 60*
4. *Internal access connecting to property immediately west of the project site*

5. *HOA maintenance of common areas*
6. *Right-of-way dedications*
7. *Design guidelines*
8. *Re-routing of the ditch*
9. *Water use/dedication*
10. *Car washes and water waste*
11. *Timing of the project*
12. *Size of the buildings that would be developed*

Concerns:

1. *Vacancy/occupancy concerns given existing available commercial space*
2. *Visibility when exiting the project onto Colorado Boulevard*

The applicant responded to all questions and concerns and spoke with interested parties after the conclusion of the meeting. Staff has received one inquiry about the project since the neighborhood meeting. The inquiry came from the property owners to the immediate west of the subject property regarding shared access/circulation. Staff provided contact information to all parties so that they could schedule time to discuss options. It should be noted, staff is not opposed to a shared access point between the two properties, specifically to reduce access points along Highway 60; however, it is not required that the two property owners coordinate a shared access point.

PUBLIC NOTICE & AGENCY REFERRALS

Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, September 12, 2024. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 800 feet of the property. This notice included a map of the proposed project.

COMPREHENSIVE PLAN ALIGNMENT:

- Goal L1 – Ensure neighborhood character and amenities contribute to the health and wellbeing of diverse residents.
- Goal W2 – Balance more intense commercial uses along major highway corridors while having neighborhood-scale commercial in the downtown and throughout the community to ensure convenient access to jobs, goods, and services for all residents.

STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environment
 - *Guide growth in the community through appropriate annexation, zoning, planning, and land use development.*

FINDINGS OF FACT

Findings of fact for the Change of Zone and Preliminary Plat are listed separately below.

Change of Zone

Pursuant to Section 17-2-3(B) of the LUDC, the review, recommendations, and decisions for a proposed rezone shall be based on the following criteria.

1. The rezone furthers one or more of the purposes of these regulations in Section 17-1-3, and on balance any purposes that may be undermined are outweighed by the benefits of those purposes it furthers, because; the proposed rezone would eliminate the current PUD zoning on the property in favor of MU-NC zoning, which is fully regulated and governed by the adopted Land Use and Development Code. Additionally, this Change of Zone would better integrate with the Town's Comprehensive Plan and provide the regulatory framework to help execute the visions set forth therein.

2. The proposal is consistent with the goals and objectives of the Comprehensive Plan and any other plan, policy or guidance adopted pursuant to that plan, because; any development on the property would be subject to, and regulated by, the adopted Land Use and Development Code (LUDC). The LUDC was drafted and adopted subsequent to the update of the Town's Comprehensive Plan (Comp Plan) as a tool to implement said Comp Plan.

3. The change is consistent with the intent of the proposed zoning district, specifically considering:

a. the design of streets, civic spaces and other open space, because; the applicant shall be required to dedicate and construct right-of-way improvements that will benefit the public street network.

b. the pattern, scale, and format of buildings and sites, because; the plat has been designed to accommodate neighborhood businesses and not destination retail/commercial users.

c. the compatibility and transition with other complementary uses and development in the vicinity, because; MU-NC zoning is intended to serve neighborhood functions in a pedestrian-scale format. As proposed, this project is designed for neighborhood scale users which would provide services to the immediate and surrounding neighborhoods. MU-NC uses are intentionally limited to integrate with neighborhood development.

4. The change is necessary for at least one of the following reasons:

a. There has been a material change in the character of the area or in the Town generally, such that the proposed rezone is in the public interest, because; the Johnstown Area Comprehensive Plan and the Land Use and Development Code have been updated since this property was initially zoned, and the change to MU-NC zoning will help implement the goals and strategies set forth within said documents.

b. The change will serve a community need or provide an amenity or benefit to the surrounding area that was not anticipated at the time of the initial zoning, because; the current Johnstown

Area Comprehensive Plan was not adopted at the time of initial zoning, nor was the current Land Use and Development Code. These two documents provide visioning and implementation regulations which are much more developed than the current zoning of the property.

5. The Town or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district, because; the project was referred to responsible agencies and no comments were received stating that services could not be provided. The applicant and/or developer shall be required to dedicate the applicable water shares necessary to support development.

6. Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design, and engineering practices or are outweighed by broader public benefits to the surrounding community, because; the proposed rezone will help promote and implement the goals and strategies in the Johnstown Area Comprehensive Plan.

7. If owner-initiated, at least two-thirds of the subject property owners within the change of zone boundary have signed the application. This Change of Zone application meets the eligibility criteria for review.

8. If owner-initiated, the subject property has not been included in a rezone action in the prior 12 months, with the exception of property in the H-A zoning district which was established concurrent with annexation. This property has not been included in a rezone action in the prior 12 months.

9. The recommendations of any professional staff and advisory review bodies have been considered. This application has been reviewed by professional staff and advisory review bodies.

Preliminary Plat

Pursuant to Section 17-2-2(D)(2), A preliminary plat shall be reviewed according to the following criteria.

a. The application is in accordance with the Comprehensive Plan, and in particular, the physical development patterns and concepts of the plan, because; it has been reviewed pursuant to adopted plans and policies and has been found to meet the requirements of the Johnstown Area Comprehensive Plan and the adopted Land Use and Development Code.

b. The development and infrastructure are arranged in a manner to minimize impacts on geologic hazards, environmentally sensitive areas, wildlife habitat, or other natural features of the land. There are no known geologic hazards, environmentally sensitive areas, wildlife habitat, or other natural features of the land that will be negatively affected by the preliminary plat.

c. The arrangement and proposed design of streets, open spaces, and blocks meet the development and design standards of this code and are coordinated with existing or potential development on adjacent property, because; the project has been reviewed for consistency with the Town's adopted plans and policies. Additionally, the applicant is proposing an internal drive stub to the property immediately west of the project site, which could aid in circulation for that property when it develops.

d. The proposed blocks and lots are capable of meeting all development and site design standards of the applicable zoning district, because; the preliminary plat application was submitted with a concurrent change of zone application, and the proposed preliminary plat was designed for adherence with the MU-NC zoning designation.

e. The application demonstrates preliminary feasibility of being able to meet the design, construction, performance, and maintenance requirements for all required improvements, because; the applicant has submitted public and private construction drawings which demonstrate the feasibility of being able to meet the improvement requirements.

f. Phasing is clearly indicated and demonstrates a logical and coordinated approach to development, and the timing, location, and construction of amenities is consistent throughout phases. No phasing is proposed with this preliminary plat application.

g. Any impacts identified by specific studies or technical reports, including a review of stormwater, are mitigated with generally accepted and sound planning, engineering, and urban design solutions that reflect long-term solutions and sound fiscal investments, because; the project has been review and commented on by professional staff engineers and planners, as well as the Town's consulting engineers.

h. The design does not impede the construction of anticipated or planned future public infrastructure or other development within the area, because; the applicant is coordinating with the Town on public infrastructure improvements as part of this application.

i. The plat has addressed issues of professional staff, or any other public entity or review agencies asked to officially review the preliminary plat and received positive recommendations. The applicant has responded to all comments in a manner that results in a positive recommendation for this preliminary plat.

RECOMMENDED ACTION: Pursuant to the content in the staff report, including the Findings of Fact presented above, staff is recommending **APPROVAL** of the request for Change of Zone and Preliminary Platting associated with Subdivision Case No. SUB23-0021. There are two actions associated with this project and each one must be voted on separately. The first is the consideration of the Change of Zone, and the second is the consideration of the Preliminary Plat.

SUGGESTED MOTIONS:**CHANGE OF ZONE**

For Approval: I move that the Planning and Zoning Commission recommend that the Town Council **APPROVE** of a change of zone for the subject property from PUD-B to Mixed-Use Neighborhood Commercial - MU-NC

For Denial: I move that the Planning and Zoning Commission recommend that the Town Council deny the change of zone pursuant to the following finding(s)...

PRELIMINARY PLAT

For Approval: I move that the Planning and Zoning Commission recommend that the Town Council **APPROVE** the preliminary plat for Subdivision Case No. SUB23-0021

For Denial: I move that the Planning and Zoning Commission recommend that the Town Council deny the preliminary plat for Subdivision Case No. SUB23-0021 pursuant to the following finding(s)...

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2024-262

ORDINANCE APPROVING A CHANGE OF ZONE FOR PROPERTY KNOWN AS WAGGONER FARM, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 17.444 ACRES, FROM PLANNED UNIT DEVELOPMENT-BUSINESS (PUD-B) TO MIXED USE-NEIGHBORHOOD COMMERCIAL (MU-NC)

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

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

WHEREAS, MIC TDC Hwy 60 Johnstown, LLC, a Colorado limited liability company (“Owner”), applied to rezone the property known as Waggoner Farm, situated in the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 17.444 acres, being more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference (“Property”), from Planned Unit Development – Business (PUD-B) to Mixed Use – Neighborhood Commercial (MU-NC); and

WHEREAS, on September 25, 2024, the Town’s Planning and Zoning Commission held a public hearing and recommended approval of Mixed Use – Neighborhood Commercial (MU-NC) zoning for the Property; and

WHEREAS, on November 4, 2024, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the evidence received at the hearing, finds that the requested rezoning of the Property to Mixed Use – Neighborhood Commercial (MU-NC) conforms to the *Johnstown Area Comprehensive Plan* and Section 17-2-3 of the Town of Johnstown Land Use and Development Code and should be approved.

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

1. Zoning of the Property shall hereby and hereinafter be designated as Mixed Use – Neighborhood Commercial (MU-NC).
2. All other Ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed. To the extent an outline development plan was previously approved for the Property in connection with the annexation of the Property and the initial zoning of the Property, the Property shall no longer be subject to such outline development plan.

3. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado (“Charter”) and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Charter.
4. Upon its effective date, the Town Clerk is hereby directed to file this Ordinance with the real estate records of the Weld County Clerk and Recorder.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ___ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor

EXHIBIT A PROPERTY DESCRIPTION

COMMENCING at the Southeast Corner of said Section 1, and assuming the south line of said Southeast Quarter as bearing South 89°22'43" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,652.47 feet monumented by a #6 rebar with a 2" aluminum cap stamped LS 23500 at the Southeast Corner of Section 1 and monumented by a #6 rebar with a 2.5" aluminum cap stamped LS 12374 at the South Quarter Corner of Section 1, and with all other bearings contained herein relative thereto;

THENCE North 05°50'52" West, along the east line of said Southeast Quarter, a distance of 23.80 feet to the northeast corner of that parcel described in Right-of-Way Deed recorded May 3, 1957, in Book 1477 at Page 20, as reception No. 1253790 of the records of the Weld County Clerk and Recorder, and the POINT OF BEGINNING;

THENCE along the north lines of Right-of-Way parcels, Reception No. 1253788, Reception No. 1253789 and Reception No. 1253790 the following two courses;

THENCE South 89°43'16" West, a distance of 165.09 feet;

THENCE South 89°42'13" West a distance of 1,152.60 feet to a 1/2 " rebar with a 2" aluminum cap;

THENCE North 03°45'01" East, along an existing fence line, a distance of 387.19 feet to the centerline of the concrete irrigation canal of the Home Supply Ditch;

THENCE along the centerline of said Home Supply Ditch the following 13 courses;

THENCE North 27°55'00" East a distance of 98.10 feet;

THENCE North 33°55'52" East a distance of 73.03 feet;

THENCE North 46°52'30" East a distance of 47.66 feet;

THENCE North 60°59'36" East a distance of 22.85 feet;

THENCE North 77°48'56" East a distance of 156.81 feet;

THENCE North 79°39'59" East a distance of 84.00 feet;

THENCE North 87°54'42" East a distance of 44.57 feet;

THENCE South 86°04'26" East a distance of 306.85 feet;

THENCE North 88°52'57" East a distance of 52.70 feet;

THENCE North 82°05'53" East a distance of 50.11 feet;

THENCE North 80°27'37" East a distance of 40.02 feet;

THENCE North 73°56'16" East a distance of 42.04 feet;

THENCE North 64°47'00" East a distance of 62.02 feet;

THENCE South 72°42'18" East, departing said centerline, a distance of 187.87 feet to a #3 rebar;

THENCE South 67°15'47" East a distance of 96.96 feet to the east line of said Southeast Quarter;

THENCE South 05°50'52" East, along said east line, a distance of 561.52 feet to the north line of Reception No. 1253790, and the POINT OF BEGINNING.

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2024-48**

**RESOLUTION APPROVING THE PRELIMINARY PLAT FOR
WAGGONER FARM, SITUATED IN THE SOUTHEAST QUARTER OF
SECTION 1, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO,
CONSISTING OF APPROXIMATELY 17.444 ACRES**

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

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

WHEREAS, MIC TDC Hwy 60 Johnstown, LLC, a Colorado limited liability company, submitted an application to the Town for approval of a Preliminary Plat for Waggoner Farm, situated in the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 17.444 acres; and

WHEREAS, on September 25, 2024, the Planning and Zoning Commission held a hearing, reviewed the request, and recommended that the Town Council approve the Preliminary Plat; and

WHEREAS, on November 4, 2024, the Town Council held a public hearing concerning approval of the Preliminary Plat and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Preliminary Plat for Waggoner Farm is consistent with the Town’s Comprehensive Plan and meets the requirements contained in the Johnstown Municipal Code and the Town’s regulations; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Preliminary Plat for Waggoner Farm subject to conditions.

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

Section 1. Preliminary Plat Approval: The Preliminary Plat for Waggoner Farm, situated in the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 17.444 acres, more particularly described on Exhibit A attached hereto and incorporated herein by reference, is hereby approved, subject to the following conditions:

1. Lot 1 shall be reserved for residential development. If commercial development is subsequently desired for Lot 1, the owner or developer shall apply for a re-plat of said lot to conform with the lot size requirements for non-residential lots in the Mixed Use – Neighborhood Center (MU-NC) zone; and
2. The landscape/buffer along Colorado Boulevard shall be expanded by ten (10) feet. The Final Plat for Waggoner Farm shall thus provide a thirty (30) foot landscape buffer/setback along Colorado Boulevard.

Section 2. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Preliminary Plat and have it properly recorded at the Office of the Weld County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____day of November, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor

EXHIBIT A PROPERTY DESCRIPTION

COMMENCING at the Southeast Corner of said Section 1, and assuming the south line of said Southeast Quarter as bearing South 89°22'43" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,652.47 feet monumented by a #6 rebar with a 2" aluminum cap stamped LS 23500 at the Southeast Corner of Section 1 and monumented by a #6 rebar with a 2.5" aluminum cap stamped LS 12374 at the South Quarter Corner of Section 1, and with all other bearings contained herein relative thereto;

THENCE North 05°50'52" West, along the east line of said Southeast Quarter, a distance of 23.80 feet to the northeast corner of that parcel described in Right-of-Way Deed recorded May 3, 1957, in Book 1477 at Page 20, as reception No. 1253790 of the records of the Weld County Clerk and Recorder, and the POINT OF BEGINNING;

THENCE along the north lines of Right-of-Way parcels, Reception No. 1253788, Reception No. 1253789 and Reception No. 1253790 the following two courses;

THENCE South 89°43'16" West, a distance of 165.09 feet;

THENCE South 89°42'13" West a distance of 1,152.60 feet to a 1/2 " rebar with a 2" aluminum cap;

THENCE North 03°45'01" East, along an existing fence line, a distance of 387.19 feet to the centerline of the concrete irrigation canal of the Home Supply Ditch;

THENCE along the centerline of said Home Supply Ditch the following 13 courses;

THENCE North 27°55'00" East a distance of 98.10 feet;

THENCE North 33°55'52" East a distance of 73.03 feet;

THENCE North 46°52'30" East a distance of 47.66 feet;

THENCE North 60°59'36" East a distance of 22.85 feet;

THENCE North 77°48'56" East a distance of 156.81 feet;

THENCE North 79°39'59" East a distance of 84.00 feet;

THENCE North 87°54'42" East a distance of 44.57 feet;

THENCE South 86°04'26" East a distance of 306.85 feet;

THENCE North 88°52'57" East a distance of 52.70 feet;

THENCE North 82°05'53" East a distance of 50.11 feet;

THENCE North 80°27'37" East a distance of 40.02 feet;

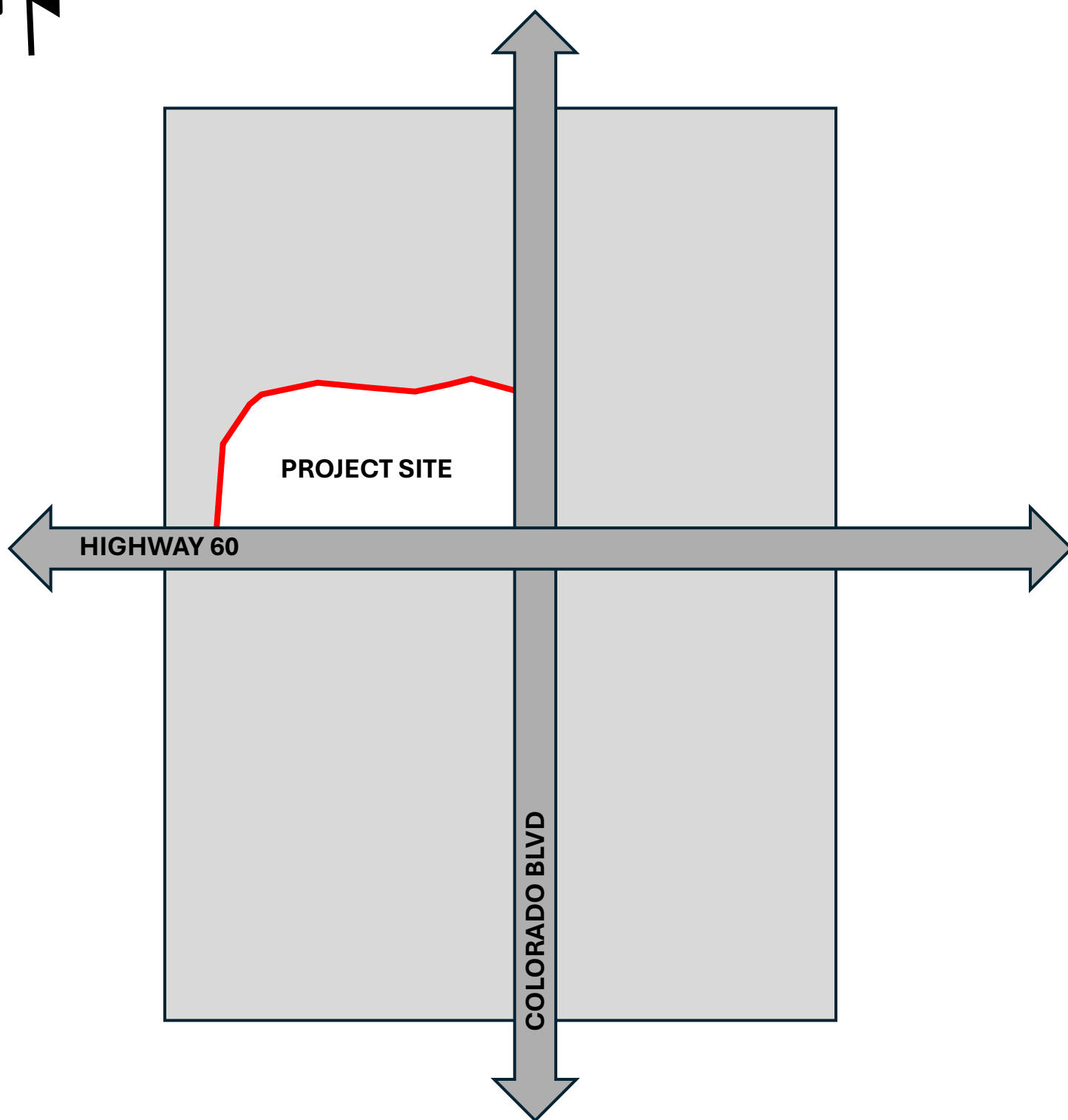
THENCE North 73°56'16" East a distance of 42.04 feet;

THENCE North 64°47'00" East a distance of 62.02 feet;

THENCE South 72°42'18" East, departing said centerline, a distance of 187.87 feet to a #3 rebar;

THENCE South 67°15'47" East a distance of 96.96 feet to the east line of said Southeast Quarter;

THENCE South 05°50'52" East, along said east line, a distance of 561.52 feet to the north line of Reception No. 1253790, and the POINT OF BEGINNING.



VICINITY MAP

WAGGONER FARM ZONING MAP

TOWN OF JOHNSTOWN, COLORADO

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,

TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

17.444 Acres

PARCEL DESCRIPTION

All that part of the Southeast 1/4 of Section 1, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, lying and being southeast of the lower or south and east bank of the canal of the Consolidated Home Supply Ditch and Reservoir Company in said Quarter Section, and south of the lateral ditch in said quarter section known as The Eberhart Lateral.

EXCEPTING therefrom that parcel as conveyed in Warranty Deed recorded January 5, 1911 in Book 337 at Page 409, as Reception Number 162565 of the records of the Weld County Clerk and Recorder.

ALSO EXCEPTING therefrom, a parcel as conveyed in Deed recorded May 3, 1957 in Book 1477 at Page 16, as Reception Number 1253788 of the records of the Weld County Clerk and Recorder.

ALSO EXCEPTING therefrom, a parcel as conveyed in Deed recorded May 3, 1957 in Book 1477 at Page 18, as Reception Number 1253789 of the records of the Weld County Clerk and Recorder.

ALSO EXCEPTING therefrom, a parcel as conveyed in Deed recorded May 3, 1957 in Book 1477 at Page 20, as Reception Number 1253790 of the records of the Weld County Clerk and Recorder.

TOGETHER WITH:

That parcel described in Bargain and Sale Deed recorded _____, 2024 as Reception Number _____ of the records of the Weld County Clerk and Recorder, Town of Johnstown, County of Weld, State of Colorado.

TOGETHER WITH:

That parcel described in Bargain and Sale Deed recorded _____, 2024 as Reception Number _____ of the records of the Weld County Clerk and Recorder, Town of Johnstown, County of Weld, State of Colorado.

and being more particularly described as follows, to wit:

COMMENCING at the Southeast Corner of said Section 1, and assuming the south line of said Southeast Quarter as bearing South 89°22'43" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,652.47 feet monumented by a #6 rebar with a 2" aluminum cap stamped LS 23500 at the Southeast Corner of Section 1 and monumented by a #6 rebar with a 2.5" aluminum cap stamped LS 12374 at the South Quarter Corner of Section 1, and with all other bearings contained herein relative thereto;

THENCE North 05°50'52" West, along the east line of said Southeast Quarter, a distance of 23.80 feet to the northeast corner of that parcel described in Right-of-Way Deed recorded May 3, 1957, in Book 1477 at Page 20, as reception No. 1253790 of the records of the Weld County Clerk and Recorder, and the POINT OF BEGINNING;
THENCE along the north lines of Right-of-Way parcels, Reception No. 1253788, Reception No. 1253789 and Reception No. 1253790 the following two courses;
THENCE South 89°43'16" West, a distance of 165.09 feet;
THENCE South 89°42'13" West a distance of 1,152.60 feet to a 1/2 " rebar with a 2" aluminum cap;
THENCE North 03°45'01" East, along an existing fence line, a distance of 387.19 feet to the centerline of the concrete irrigation canal of the Home Supply Ditch;
THENCE along the centerline of said Home Supply Ditch the following 13 courses;
THENCE North 27°55'00" East a distance of 98.10 feet;
THENCE North 33°55'52" East a distance of 73.03 feet;
THENCE North 46°52'30" East a distance of 47.66 feet;
THENCE North 60°59'36" East a distance of 22.85 feet;
THENCE North 77°48'56" East a distance of 156.81 feet;
THENCE North 79°39'59" East a distance of 84.00 feet;
THENCE North 87°54'42" East a distance of 44.57 feet;
THENCE South 86°04'26" East a distance of 306.85 feet;
THENCE North 88°52'57" East a distance of 52.70 feet;
THENCE North 82°05'53" East a distance of 50.11 feet;
THENCE North 80°27'37" East a distance of 40.02 feet;
THENCE North 73°56'16" East a distance of 42.04 feet;
THENCE North 64°47'00" East a distance of 62.02 feet;
THENCE South 72°42'18" East, departing said centerline, a distance of 187.87 feet to a #3 rebar;
THENCE South 67°1547" East a distance of 96.96 feet to the east line of said Southeast Quarter;
THENCE South 05°50'52" East, along said east line, a distance of 561.52 feet to the north line of Reception No. 1253790, and the POINT OF BEGINNING.

Said described parcel of land contains 759,848 Square Feet or 17.444 Acres, more or less (±).

OWNERS: MIC TDC Hwy 60 Johnstown, LLC, a Colorado Limited Liability Company.

By: _____ As: _____

Witness my hand and seal this _____ day of _____, 20 ____.

NOTARIAL CERTIFICATE

STATE OF COLORADO)

COUNTY OF WELD)

The foregoing instrument was acknowledged before me by _____ as _____ this _____ day of _____, 20 ____.

Witness my Hand and Official Seal.

My commission expires: _____.

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

LIENHOLDERS - EQUITY BANK

By: _____ As: _____

Witness my hand and seal this _____ day of _____, 20 ____.

NOTARIAL CERTIFICATE

STATE OF COLORADO)

COUNTY OF WELD)

The foregoing instrument was acknowledged before me by _____ as _____ this _____ day of _____, 20 ____.

Witness my Hand and Official Seal.

My commission expires: _____.

TOWN COUNCIL APPROVAL

This Map to be known as WAGGONER FARM ZONING MAP is approved and accepted to the Town of Johnstown, Colorado by Ordinance Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado held on the _____ day of _____, 20 ____.

Mayor Attest: _____
Town Clerk

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., monumented as shown on this plat, as bearing South 89°22'43" West, a distance of 2,652.47 feet and with all other bearings contained herein relative thereto.

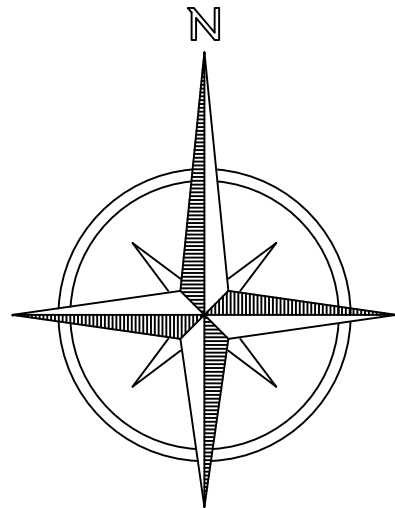
The lineal dimensions as contained herein are based upon the "U.S. Survey Foot".

TITLE COMMITMENT NOTE

For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number 459-HS0819500-414, Amendment No. 6, dated August 5, 2024, as prepared by Heritage Title Company to delineate the aforesaid information. This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.

SURVEYOR'S CERTIFICATE

I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Zoning Map is an accurate representation of the property to the best of my knowledge, information, belief, and in my professional opinion. I further state that this certificate does not extend to any unnamed parties or the successors and/or assigns.



VICINITY MAP
SCALE: 1" = 1000'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N05°50'52"W	23.80'
L2	N03°45'01"E	31.32'
L3	N27°55'00"E	98.10'
L4	N33°55'52"E	73.03'
L5	N46°52'30"E	47.66'
L6	N60°59'36"E	22.85'
L7	N79°39'59"E	84.00'
L8	N87°54'42"E	44.57'
L9	N88°52'57"E	52.70'
L10	N82°05'53"E	50.11'
L11	N80°27'37"E	40.02'
L12	N73°56'16"E	42.04'
L13	N64°47'00"E	62.02'
L14	N84°31'53"E	9.79'
L15	N01°02'06"E	4.52'
L16	N60°59'36"E	22.85'
L17	N46°52'30"E	47.66'
L18	N33°55'52"E	73.03'
L19	N27°55'17"E	97.98'
L20	N05°29'27"W	27.54'
L21	S89°38'13"W	33.30'
L22	S00°46'08"E	76.22'

LINE TABLE		
LINE	BEARING	LENGTH
L23	N05°50'52"W	63.78'
L24	N89°04'59"E	18.29'
L25	N89°04'59"E	18.17'
L26	N00°03'47"E	27.00'
L27	S89°54'51"E	28.42'
L28	S89°57'56"E	18.91'
L29	N00°00'25"E	13.50'
L30	N89°59'35"W	13.93'
L31	S24°06'52"W	66.65'
L32	S27°55'17"W	95.84'
L33	S33°55'52"W	60.69'
L34	N58°38'42"W	42.31'
L35	N00°41'07"W	26.69'
L36	N89°56'05"W	31.27'
L37	S00°03'55"W	10.78'
L38	S89°56'05"E	45.37'
L39	S89°56'05"E	40.37'
L40	S89°56'05"E	5.00'
L41	S00°03'47"W	5.00'
L42	N89°55'30"W	86.46'
L43	N00°03'44"E	18.00'
L44	S89°56'05"E	20.00'

LINE TABLE		
LINE	BEARING	LENGTH
L45	S00°03'55"W	18.00'
L46	N00°03'55"E	27.52'
L47	N89°45'09"W	14.48'
L48	N00°14'51"E	20.00'
L49	S89°45'09"E	10.00'
L50	N00°14'51"E	19.24'
L51	S89°45'09"E	20.00'
L52	S00°14'51"W	15.71'
L53	S89°56'05"E	35.41'
L54	S89°56'05"E	20.40'
L55	N00°00'00"E	19.68'
L56	N90°00'00"E	20.00'
L57	N00°00'00"E	19.70'
L58	N44°39'21"E	59.62'
L59	S44°39'21"W	50.91'
L60	S67°09'21"W	64.78'
L61	N67°09'21"E	55.39'
L62	N00°21'32"W	3.09'
L63	N89°38'28"E	20.00'
L64	S00°21'32"E	16.46'

LEGEND

————	BOUNDARY LINE	■ ALIQUOT CORNER AS DESCRIBED
— · — · —	RIGHT OF WAY LINE	■ FOUND MONUMENT AS DESCRIBED
— · — · —	SECTION LINE	○ CALCULATED POSITION
— · — · —	CENTERLINE	● SET 24" OF #4 REBAR WITH PINK PLASTIC CAP LS 38844
— · — · —	LANDSCAPE BUFFER	◆ FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 7242

PRELIMINARY

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



PROJECT NO: 2023313	PROJECT NAME: WAGGONER	REVISIONS:	DATE:
DATE: 8-21-2024	CLIENT: TDC DEVELOPMENT		
DRAWN BY: MAK	FILE NAME: 2023313ZONE		
CHECKED BY: SIP	SCALE: = N/A		

1

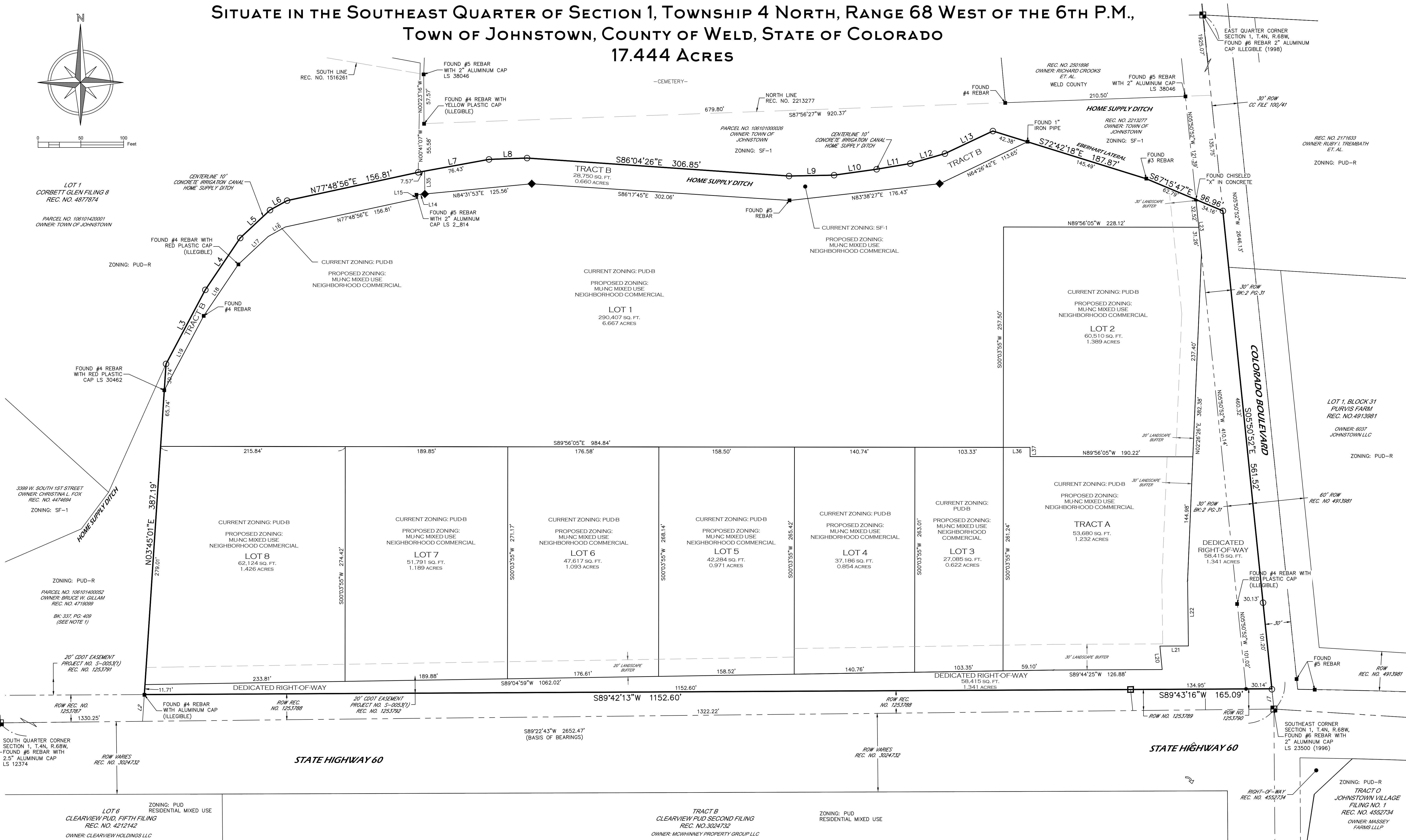
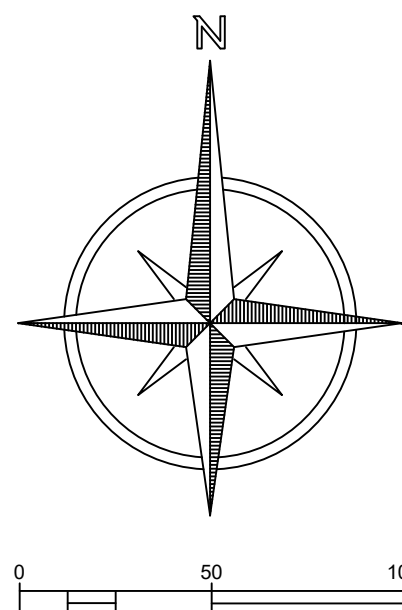
WAGGONER FARM ZONING MAP

TOWN OF JOHNSTOWN, COLORADO

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,

TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

17.444 ACRES



PRELIMINARY

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

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



PROJECT NO: 2023313	PROJECT NAME: WAGGONER	REVISIONS:	DATE:
DATE: 8-21-2024	CLIENT: TDC DEVELOPMENT		
DRAWN BY: MAK	FILE NAME: 2023313ZONE		
CHECKED BY: SIP	SCALE: 1" = 50'		

173

2

SHEET 2 OF 2

WAGGONER FARM

BEING A SUBDIVISION OF A PARCEL OF LAND

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,

TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned being all the owners and lienholders of the following described property:

All that part of the Southeast 1/4 of Section 1, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, lying and being southeast of the lower or south and east bank of the canal of the Consolidated Home Supply Ditch and Reservoir Company in said Quarter Section, and south of the lateral ditch in said quarter section known as The Eberhart Lateral.

EXCEPTING therefrom that parcel as conveyed in Warranty Deed recorded January 5, 1911 in Book 337 at Page 409, as Reception Number 162565 of the records of the Weld County Clerk and Recorder.

ALSO EXCEPTING therefrom, a parcel as conveyed in Deed recorded May 3, 1957 in Book 1477 at Page 16, as Reception Number 1253788 of the records of the Weld County Clerk and Recorder.

ALSO EXCEPTING therefrom, a parcel as conveyed in Deed recorded May 3, 1957 in Book 1477 at Page 18, as Reception Number 1253789 of the records of the Weld County Clerk and Recorder.

ALSO EXCEPTING therefrom, a parcel as conveyed in Deed recorded May 3, 1957 in Book 1477 at Page 20, as Reception Number 1253790 of the records of the Weld County Clerk and Recorder.

TOGETHER WITH:

That parcel described in Bargain and Sale Deed recorded _____, 2024 as Reception Number _____ of the records of the Weld County Clerk and Recorder, Town of Johnstown, County of Weld, State of Colorado.

TOGETHER WITH:

That parcel described in Bargain and Sale Deed recorded _____, 2024 as Reception Number _____ of the records of the Weld County Clerk and Recorder, Town of Johnstown, County of Weld, State of Colorado.

and being more particularly described as follows, to wit:

COMMENCING at the Southeast Corner of said Section 1, and assuming the south line of said Southeast Quarter as bearing South 89°22'43" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,652.47 feet monumented by a #6 rebar with a 2" aluminum cap stamped LS 23500 at the Southeast Corner of Section 1 and monumented by a #6 rebar with a 2.5" aluminum cap stamped LS 12374 at the South Quarter Corner of Section 1, and with all other bearings contained herein relative thereto;

THENCE North 05°50'52" West, along the east line of said Southeast Quarter, a distance of 23.80 feet to the northeast corner of that parcel described in Right-of-Way Deed recorded May 3, 1957, in Book 1477 at Page 20, as reception No. 1253790 of the records of the Weld County Clerk and Recorder, and the POINT OF BEGINNING;
THENCE along the north lines of Right-of-Way parcels, Reception No. 1253788, Reception No. 1253789 and Reception No. 1253790 the following two courses;
THENCE South 89°43'16" West, a distance of 165.09 feet;
THENCE South 89°42'13" West a distance of 1,152.60 feet to a 1/2" rebar with a 2" aluminum cap;
THENCE North 03°45'01" East, along an existing fence line, a distance of 387.19 feet to the centerline of the concrete irrigation canal of the Home Supply Ditch;
THENCE along the centerline of said Home Supply Ditch the following 13 courses;
THENCE North 27°55'00" East a distance of 98.10 feet;
THENCE North 33°55'52" East a distance of 73.03 feet;
THENCE North 46°52'30" East a distance of 47.66 feet;
THENCE North 60°59'36" East a distance of 22.85 feet;
THENCE North 77°48'56" East a distance of 156.81 feet;
THENCE North 79°39'59" East a distance of 84.00 feet;
THENCE North 87°54'42" East a distance of 44.57 feet;
THENCE South 86°04'26" East a distance of 306.85 feet;
THENCE North 88°52'57" East a distance of 52.70 feet;
THENCE North 82°06'53" East a distance of 50.11 feet;
THENCE North 80°27'37" East a distance of 40.02 feet;
THENCE North 73°56'16" East a distance of 42.04 feet;
THENCE North 64°47'00" East a distance of 62.02 feet;
THENCE North 72°42'18" East, departing said centerline, a distance of 187.87 feet to a #3 rebar;
THENCE South 67°15'47" East a distance of 96.96 feet to the east line of said Southeast Quarter;
THENCE South 05°50'52" East, along said east line, a distance of 561.52 feet to the north line of Reception No. 1253790, and the POINT OF BEGINNING.

Said described parcel of land contains 759,848 Square Feet or 17.444 Acres, more or less (±).

do hereby cause said land to be laid out and platted under the name of WAGGONER FARM, and do hereby dedicate to the public forever all public rights of way, easements and other places designated or described for public uses. All conditions, terms and specifications designated or described herein shall be binding on the owners, their heirs, successors and assigns.

Owners: MIC TDC Hwy 60 Johnstown, LLC, a Colorado Limited Liability Company.

Member - MIC TDC Hwy 60 Johnstown, LLC

Witness my hand and seal this _____ day of _____, 20____.

NOTARIAL CERTIFICATE

STATE OF COLORADO)

COUNTY OF WELD)

The foregoing instrument was acknowledged before me by _____ as _____ this _____ day of _____, 20____.

Witness my Hand and Official Seal.

My commission expires: _____.

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., monumented as shown on this plat, as bearing South 89°22'43" West, a distance of 2,652.47 feet and with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot".

LIENHOLDERS - EQUITY BANK

By: _____ As: _____

Witness my hand and seal this _____ day of _____, 20____.

NOTARIAL CERTIFICATE

STATE OF COLORADO)

COUNTY OF WELD)

The foregoing instrument was acknowledged before me by _____ as _____ this _____ day of _____, 20____.

Witness my Hand and Official Seal.

My commission expires: _____.

TOWN COUNCIL

This plat, to be known as WAGGONER FARM, is approved and accepted by the Town of Johnstown, by Resolution Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado held on the _____ day of _____, 20____.

Mayor Attest:

Town Clerk

MAINTENANCE NOTE

Maintenance access shall be provided to all storm drainage facilities to assure continuous operational capability of the system. The property Owner shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by the development agreement. Should the Owner fail to adequately maintain said facilities, the Town of Johnstown shall have the right to enter said land for the purposes of operations and maintenance. All such maintenance costs incurred by the Town will be assessed to the property Owner.

GENERAL OVERLOT DRAINAGE NOTE

Lots and Tracts as platted may be required to convey surface drainage from other lots and tracts in this filing, in accordance with Town of Johnstown requirements and the approved drainage plan for this filing. No alterations to the grading of the lots and tracts may be made that would disrupt the approved drainage plan, without prior approval from the Town of Johnstown. All natural and improved drainage ways or drainage systems in said lots and tracts shall be maintained by the lot or tract owner. Should the owner fail to adequately maintain said facilities, the Town of Johnstown shall have the right to enter said land for the purposes of operations and maintenance of the drainage ways or drainage systems. All such maintenance costs incurred by the Town will be assessed to the property owner.

DEVELOPMENT AGREEMENT NOTE

A Development Agreement has been filed in conjunction with this plat. That agreement should be viewed for additional stipulations or requirements that may encumber the property.

FLOOD PLAIN NOTE

The subject property is in flood zone 'X', "areas determined to be outside the 0.2% annual chance of floodplain" per FEMA flood map 08069C1405G revised January 15, 2021.

SURVEYOR'S NOTES

- The description of the parcel conveyed January 5, 1911 in Book 337 at Page 409 does not close or fit the geometry of the existing bounds. The description recorded May 26, 2021 as Reception Number 4719099 more accurately describes the existing parcel bounds and was used to establish and confirm the westerly boundary of the subject parcel.
- The 25.00' easement for the Home Supply Ditch, dedicated with this plat, is measured from the centerline of the concrete canal, which is coincident with the subdivision boundary. The south edge of this 25.00' easement is approximately 20.00 feet from the south edge of concrete for the canal.

TITLE COMMITMENT NOTE

For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number 459-HS0819500-414, Amendment No. 6, dated August 5, 2024, as prepared by Heritage Title Company to delineate the aforesaid information.
This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.

NOTICE

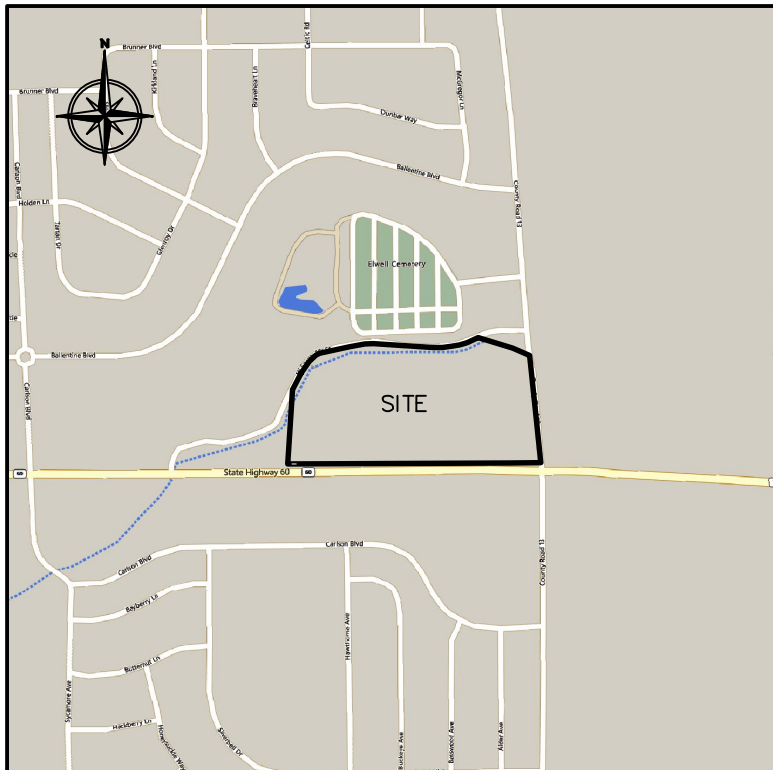
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

Owner: TR Berthoud Car Wash, LLC.
2649 Hudson Street, Denver, CO

Planner: Planscapes Design Group
Robert Molly
www.planscapesdesigngroup.com
970-988-5301

Engineer: i2 Consultants, Inc.
Troy W. Campbell, PE
16911 Potts Place, Mead, CO
970-217-9148

Surveyor: Majestic Surveying, LLC
C/O Matt Kramer, PLS
1111 Diamond Valley Drive, Suite 104
Windsor, CO 80550
970-833-5698



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	38.48'	24.50'	89°59'25"	34.65'	N44°55'48"W
C2	38.48'	24.50'	89°59'54"	34.65'	S45°03'58"W
C3	80.11'	51.00'	90°00'00"	72.12'	S45°03'55"W
C4	41.63'	26.50'	90°00'00"	37.48'	S45°03'55"W
C5	41.63'	26.50'	90°00'00"	37.48'	N45°03'55"E
C6	21.30'	46.50'	26°14'54"	21.12'	S13°03'26"E
C7	19.40'	39.50'	28°08'11"	19.20'	N14°08'00"E
C8	31.41'	20.00'	89°59'24"	28.28'	N44°55'48"W
C9	75.32'	50.00'	86°18'54"	68.40'	S46°54'28"W
C10	80.11'	51.00'	89°59'38"	72.12'	S45°03'55"W

LEGEND

—————	BOUNDARY LINE	■	ALIQUOT CORNER AS DESCRIBED
-----	EASEMENT LINE	■	FOUND MONUMENT AS DESCRIBED
-----	RIGHT OF WAY LINE	○	CALCULATED POSITION
-----	SECTION LINE	□	FOUND #4 REBAR WITH PINK PLASTIC CAP LS 38844
-----	CENTERLINE	●	SET 24" OF #4 REBAR WITH PINK PLASTIC CAP LS 38844
-----	LANDSCAPE BUFFER	◆	FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 7242
VACATED EASEMENT 2486994			

LINE TABLE		
LINE	BEARING	LENGTH
L1	N05°50'52"W	23.80'
L2	N03°45'01"E	31.32'
L3	N27°55'00"E	98.10'
L4	N33°55'52"E	73.03'
L5	N46°52'30"E	47.66'
L6	N60°59'36"E	22.85'
L7	N79°39'59"E	84.00'
L8	N87°54'42"E	44.57'
L9	N88°52'57"E	52.70'
L10	N82°05'53"E	50.11'
L11	N80°27'37"E	40.02'
L12	N73°56'16"E	42.04'
L13	N64°47'00"E	62.02'
L14	N84°31'53"E	9.79'
L15	N01°02'06"E	4.52'
L16	N60°59'36"E	22.85'
L17	N46°52'30"E	47.66'
L18	N33°55'52"E	73.03'
L19	N27°55'17"E	97.98'
L20	N05°29'27"W	27.54'
L21	S89°38'13"W	33.30'
L22	S00°46'08"E	76.22'

LINE TABLE		
LINE	BEARING	LENGTH
L23	N05°50'52"W	63.78'
L24	N89°04'59"E	18.29'
L25	N89°04'59"E	18.17'
L26	N00°03'47"E	27.00'
L27	S89°54'51"E	28.42'
L28	S89°57'56"E	18.91'
L29	N00°00'25"E	13.50'
L30	N89°59'35"W	13.93'
L31	S24°06'52"W	66.65'
L32	S27°55'17"W	95.84'
L33	S33°55'52"W	60.69'
L34	N58°38'42"W	42.31'
L35	N00°41'07"W	26.69'
L36	N89°56°05"W	31.27'
L37	S00°03'55"W	10.78'
L38	S89°56°05"E	45.37'
L39	S89°56°05"E	40.37'
L40	S89°56°05"E	5.00'
L41	S00°03'47"W	5.00'
L42	N89°55'30"W	86.46'
L43	N00°03'44"E	18.00'
L44	S89°56°05"E	20.00'

LINE TABLE		
LINE	BEARING	LENGTH
L45	S00°03'55"W	18.00'
L46	N00°03'55"E	27.52'
L47	N89°45'09"W	14.48'
L48	N00°14'51"E	20.00'
L49	S89°45'09"E	10.00'
L50	N00°14'51"E	19.24'
L51	S89°45'09"E	20.00'
L52	S00°14'51"W	15.71'
L53	S89°56°05"E	35.41'
L54	S89°56°05"E	20.40'
L55	N00°00°00"E	19.68'
L56	N90°00°00"E	20.00'
L57	N00°00°00"E	19.70'
L58	N44°39'21"E	59.62'
L59	S44°39'21"W	50.91'
L60	S67°09'21"W	64.78'
L61	N67°09'21"E	55.39'
L62	N00°21'32"W	3.09'
L63	N89°38'28"E	20.00'
L64	S00°21'32"E	16.46'

WAGGONER FARM Land Use Table					
Name	Description/Land Use	Area		Intended Fee Ownership	Maintenance Upon Completion & Acceptance
Lot 1	Multi-Family Residential	290,407 sq. ft.	6.667 acres	TR Berthoud Car Wash, LLC	Owner
Lot 2	Commercial Development	60,510 sq. ft.	1.389 acres	TR Berthoud Car Wash, LLC	Owner
Lot 3	Commercial Development	27,085 sq. ft.	0.622 acres	TR Berthoud Car Wash, LLC	Owner
Lot 4	Commercial Development	37,186 sq. ft.	0.854 acres	TR Berthoud Car Wash, LLC	Owner
Lot 5	Commercial Development	42,284 sq. ft.	0.971 acres	TR Berthoud Car Wash, LLC	Owner
Lot 6	Commercial Development	47,617 sq. ft.	1.093 acres	TR Berthoud Car Wash, LLC	Owner
Lot 7	Commercial Development	51,791 sq. ft.	1.189 acres	TR Berthoud Car Wash, LLC	Owner
Lot 8	Commercial Development	62,124 sq. ft.	1.426 acres	TR Berthoud Car Wash, LLC	Owner
Tract A	Open Space Drainage & Utility Easement	53,680 sq. ft.	1.232 acres	HOA	HOA
Tract B	Access & Irrigation Easement	28,750 sq. ft.	0.660 acres	HOA	HOA
ROW	Right-Of-Way	58,415 sq. ft.	1.341 acres	Town of Johnstown	Town of Johnstown
TOTAL		759,849 sq. ft.	17.444 acres		

SURVEYOR'S CERTIFICATE

I, Matthew A. Kramer, certify that this plat accurately represents the results of a survey made by me or under my responsible charge.

PRELIMINARY

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



PROJECT NO: 2023313	PROJECT NAME: WAGGONER	REVISIONS:	DATE:
DATE: 8-8-2024	CLIENT: TDC DEVELOPMENT		
DRAWN BY: MAK	FILE NAME: 2023313SUB		
CHECKED BY: SIP	SCALE: N/A		

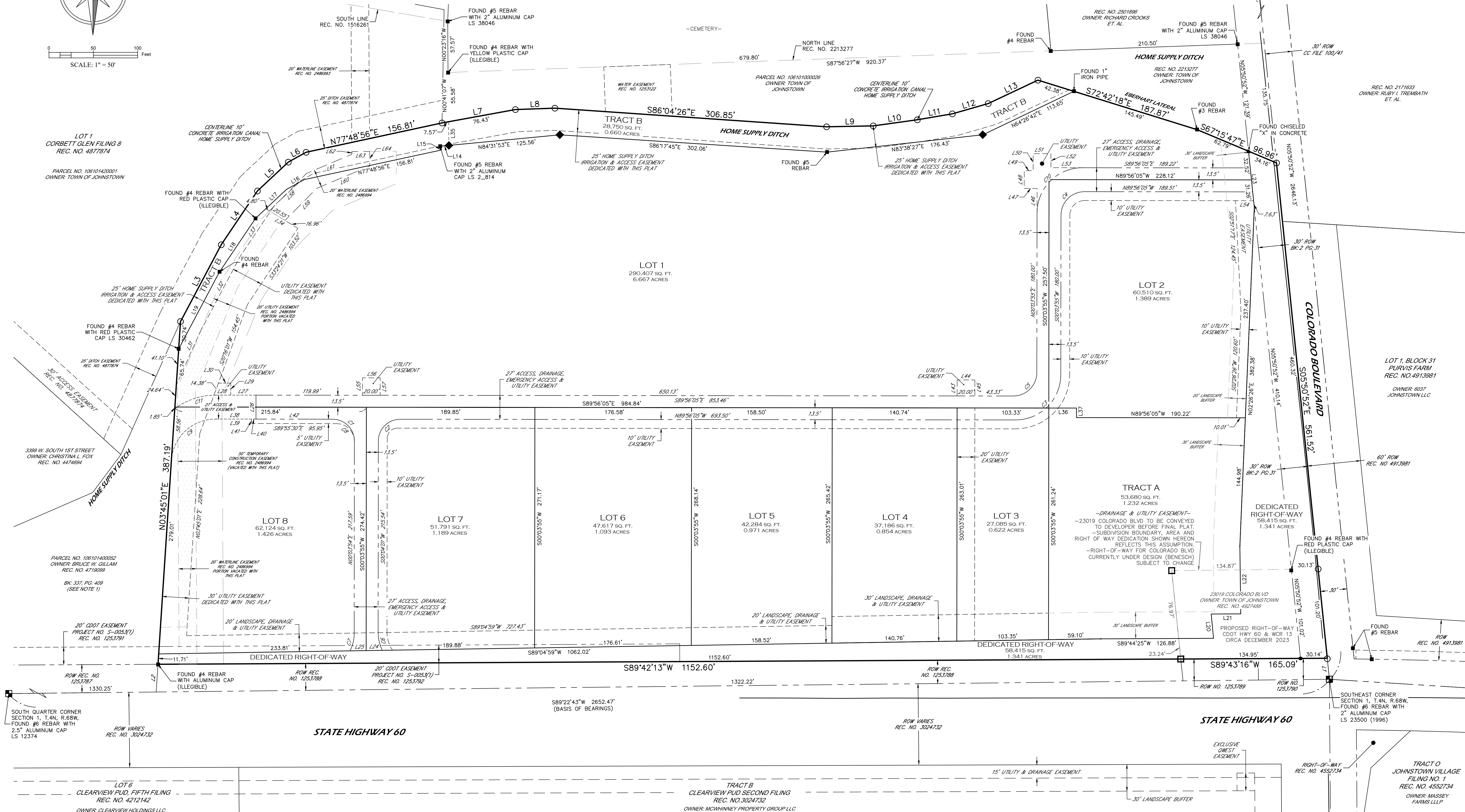
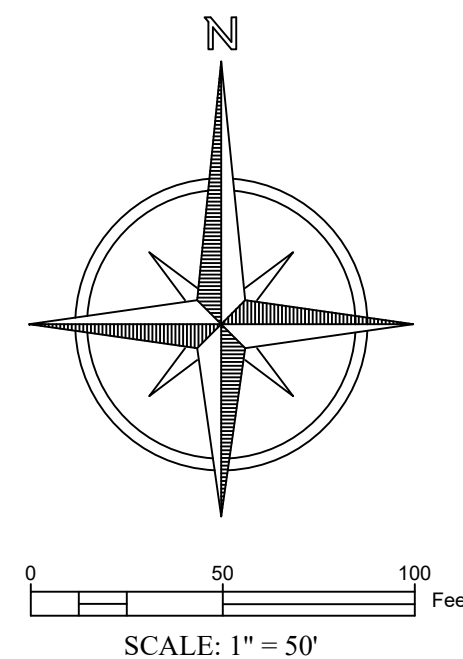
1

WAGGONER FARM

BEING A SUBDIVISION OF A PARCEL OF LAND

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,

TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



PRELIMINARY

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

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



PROJECT NO: 2023313	PROJECT NAME: WAGGONER	REVISIONS:	DATE:
DATE: 8-8-2024	CLIENT: TDC DEVELOPMENT		
DRAWN BY: MAK	FILE NAME: 2023313SUB		
CHECKED BY: SIP	SCALE: 1" = 50'		

2

SHEET 2 OF 2

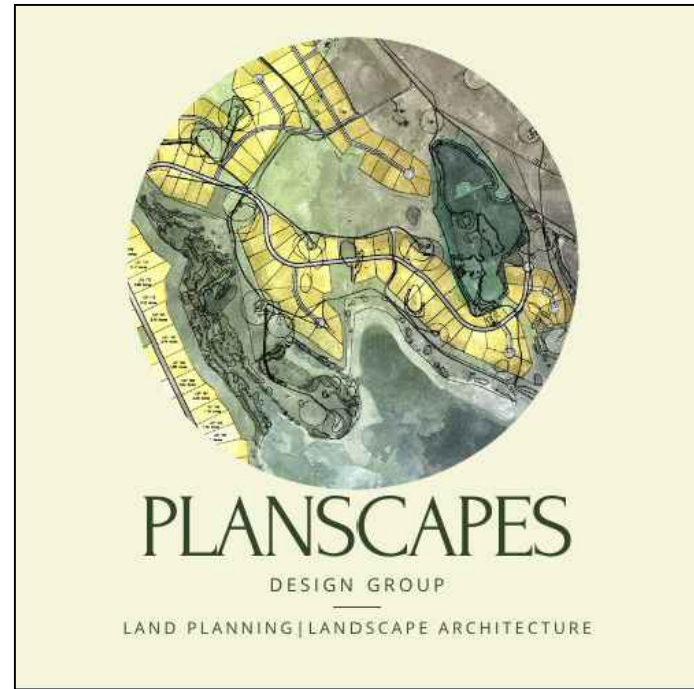
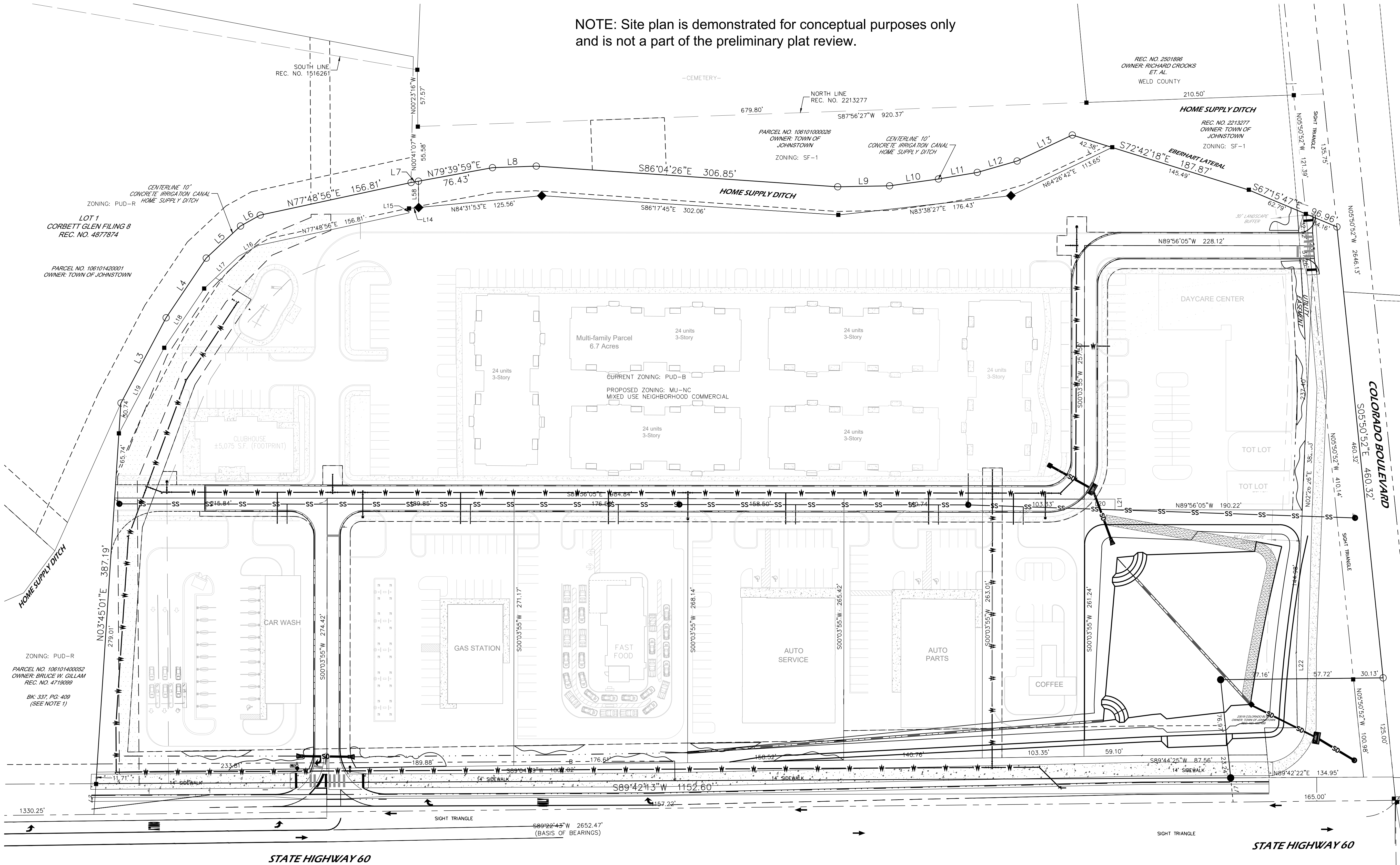
WAGGONER FARM

BEING A SUBDIVISION OF A PARCEL OF LAND
SITUATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

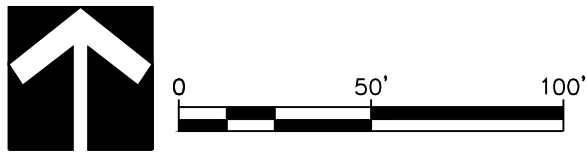
16.547 ACRES

CONCEPT PLAN

NOTE: Site plan is demonstrated for conceptual purposes only
and is not a part of the preliminary plat review.



PLANSCAPES DESIGN GROUP
980 Norway Maple Drive
Loveland, CO 80538
970-988-5301



PROJECT NAME:
WAGGONER FARM

DRAWING TITLE:
CONCEPT PLAN

DRAWN BY:
ET

CHECKED BY:
RM

APPROVED BY:

DATE:
6/3/2024

SITE
Waggoner Farm
NW corner of WCR 13 & Hwy 60

CLIENT
MIC TDC Highway 60 Johnstown, LLC
401 Linden Street, Unit 1-401
Fort Collins, CO 80524

REV	DESCRIPTION	DATE
Submittal 1		12/13/23
Submittal 2		6/3/24
Submittal 3		8/9/24

SHEET NO:
26 of 28

LOT 6
CLEARVIEW PUD, FIFTH FILING
ZONING: PUD
RESIDENTIAL MIXED USE
REC. NO. 4212142

TRACT B
CLEARVIEW PUD SECOND FILING
ZONING: PUD
RESIDENTIAL MIXED USE
REC. NO. 3024732

ZONING: PUD
RESIDENTIAL MIXED USE

Waggoner Farms Preliminary Plat and Change of Zone SUB23-0021

Town Council
November 4, 2024



Item #11.

**WELD
COUNTY**

TOJ

TOJ

**PROJECT
SITE**

HIGHWAY 60

**WELD
COUNTY**

TOJ

COLORADO BLVD

**WELD
COUNTY**

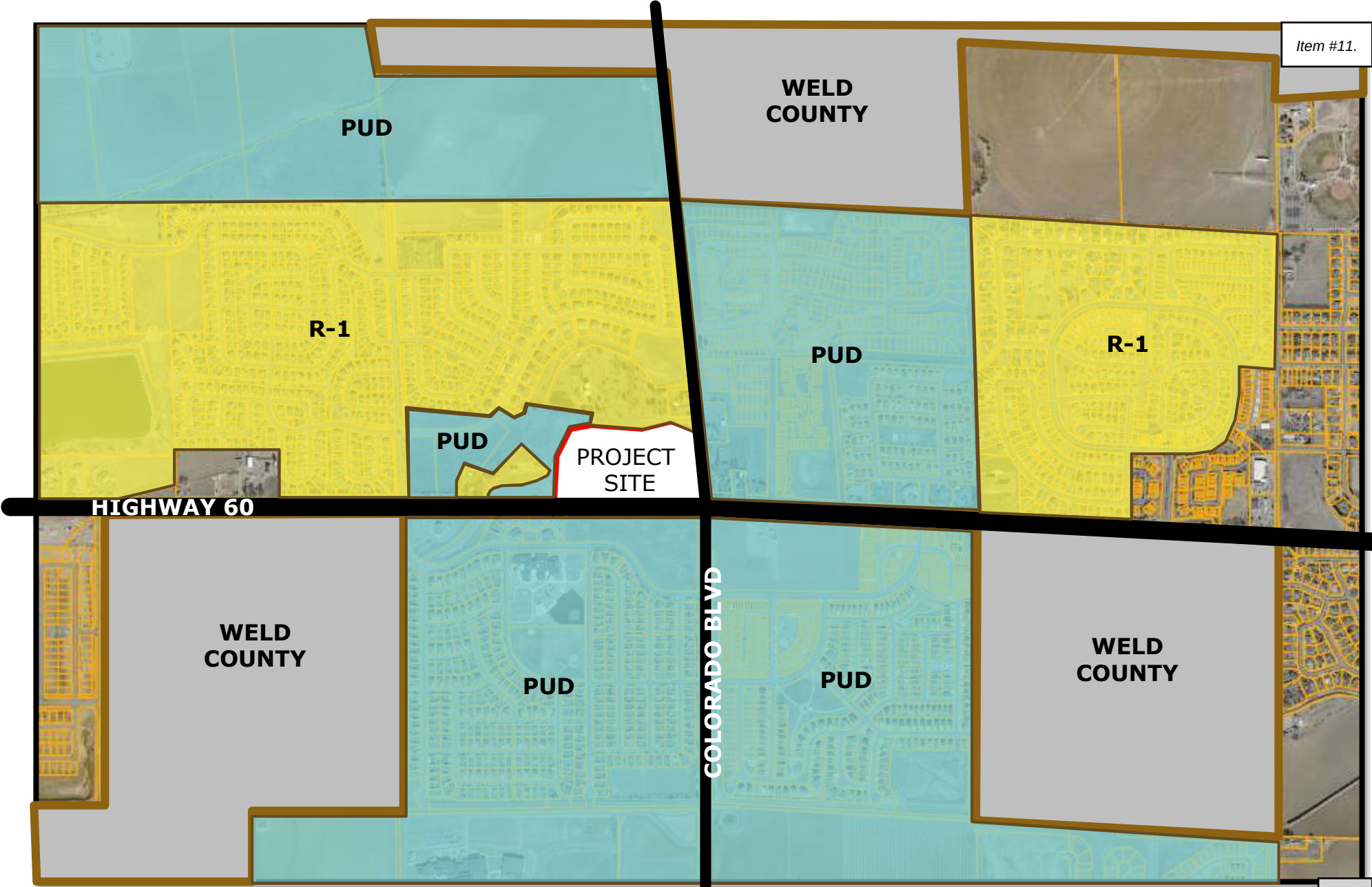


The Community that Cares

ZONING

Existing: PUD-B

Proposed: MU-NC



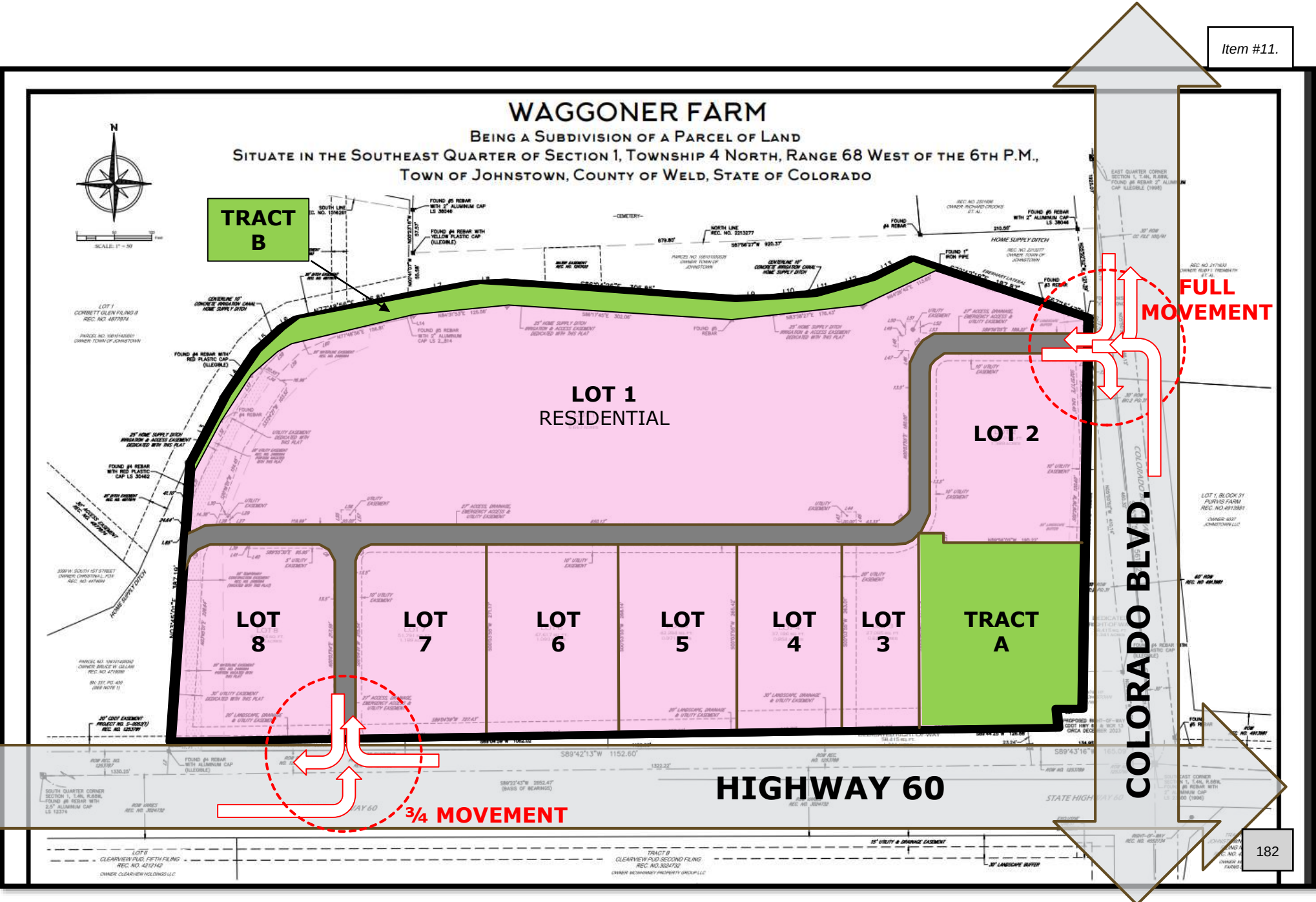
The Community that Cares

Item #11.



Preliminary
Plat

Item #11.





450 S. Parish Avenue
Johnstown, CO 80534
970.578.4664
JohnstownCO.gov

Item #12.

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 4, 2024

SUBJECT: Public Hearing: Amended Proposed 2025 Budget

ACTION PROPOSED: No Action – Public Hearing Only

ATTACHMENTS:

- 1. Exhibit A – FY 2025 Proposed Budget
- 2. Exhibit B – FY 2025 Proposed Changes
- 3. Exhibit C – 10 Year CIP
- 4. Staff Presentation

PRESENTED BY: Mitzi McCoy, Deputy Town Manager

AGENDA ITEM DESCRIPTION:

The Town of Johnstown Home Rule Charter, Section 12.5, and Colorado Revised Statutes 29-1-108(1) require that a public hearing be held at a regular meeting of the Town Council to give interested citizens an opportunity to file or register objections or suggestions thereto at any time prior to the adoption of the 2025 Budget.

The original proposed 2025 budget was presented to the Town Council on September 30, 2024, and October 15, 2024. The proposed budget that was originally presented to the Town Council has been amended to reflect Council suggestions, updates to revenue projections as well as other changes that better reflect the current and expected future financial position of the Town.

The amended 2025 Proposed Budget includes several important features including the continuation of core services provided by the Town, including police services, planning services, water, sewer, and storm utility services, parks and open space maintenance, cemetery maintenance, municipal courts, transportation networks, infrastructure, building and construction oversight, and various administrative duties including human resources, finance and administration.

In addition to the core services, a number of capital items that will produce significant outcomes for the community are also addressed in the budget. These improvements are a result of the Council goals and objectives and implementation of the various plans that have been developed

The Community that Cares

with the Council, Staff and most importantly, the Community. Some of the more notable items that have been included in the budget are as follows:

- General Fund
 - Completion of the Police Department expansion project
 - Design of a new Senior Center
 - Construction of a Development Services building
 - Pond improvements
- Arts& Culture Fund
 - Art Project for community
- Parks and Open Space Fund
 - Trail development
 - Playground improvements
 - Completion of the Parks Master Plan
 - Pioneer Ridge irrigation replacement
 - Tree program
- Street and Alley Fund
 - Street maintenance program
 - Alley resurfacing program
 - Street improvements at SH60 and CR13
 - Roosevelt Roundabout construction
- Capital Projects Fund
 - EV charger installation
 - Alleyway improvements downtown
 - Park development
 - Historic improvements
 - LED signage
- Water Fund
 - Construction of the water treatment plant expansion
 - Installation of a raw water transmission line
- Storm Water Fund
 - Maestas Street drainage improvements
 - Stormwater Master Plan
 - MS4 permit plans and standards
- Sewer Fund
 - Construction on Central Wastewater Treatment Plant
 - Infrastructure expansion

While service delivery is either maintained at a consistent level or improved, we expect expenditures to increase when measured across all funds. Managing this increase is only possible when revenues and existing fund balance exceed the project expenditures. Should revenues not come in as expected, it is possible that these expenditures could change and be decreased. As always, we will monitor these on a continuous basis for any abnormalities.

The budget parallels the methods of accounting used for the Town's funds. Modified accrual basis is used for all governmental fund operations. Proprietary and fiduciary funds use full accrual basis. Under the modified accrual basis of accounting, revenues are recognized as soon as they are both measurable and available and expenditures are recorded when a liability is incurred except for debt service and compensated absences. Under the full accrual basis of accounting, revenues are recorded when earned and that expenditures are recorded when a liability is incurred without consideration of the timing of related cash flows. The basis of accounting used in the budget is the same basis of accounting used in the financial statements. The figures presented in the budget represent the estimated cash balances for the budget year 2025.

STRATEGIC PLAN ALIGNMENT:

Organizational Excellence & Public Trust

- *Strengthen public trust and confidence*
- *Engage, inform and involve the community*
- *Be an employer of choice that attracts dedicated team members, passionate about Johnstown*
- **Safe & Welcoming community**
 - *Provide and maintain public safety services and awareness in our community*
 - *Partner in creating more community based, community service and action opportunities*
 - *Create arts and culture opportunities that connect the community*
 - *Grow an open, inclusive environment where all residents have the opportunity to flourish*
- **Healthy & Resilient Economy**
 - *Invest in the development of a vibrant and interconnected downtown*
 - *Drive projects and initiatives that promote Johnstown as a premier destination for business*
 - *Cultivate local and regional partnerships that ensure the long-term success and growth of Northern Colorado*
 - *Support the local labor market and work with partners to grow diverse employment opportunities*
- **Natural & Built Environment**
 - *Invest in, enhance, and conserve our parks, open spaces, agricultural areas and natural environment*
 - *Expect and encourage community centered design*
 - *Support a broad range of housing options*
- **Quality Infrastructure & Facilities**
 - *Establish and maintain levels of service*
 - *Ensure future viability of infrastructure and facilities*
 - *Repair and maintain existing infrastructure, facilities and equipment*

LEGAL ADVICE:

The Community that Cares

A public hearing is required per state and local law.

FINANCIAL ADVICE:

This public hearing will maintain our compliance with both state and local regulations.

RECOMMENDED ACTION: No action is necessary this is a public hearing only.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2025

GENERAL FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Council	40,300	369,200	7,000	510,160	926,660	2,500,000	-	-	3,426,660
Events	136,350	23,720	4,800	161,250	326,120	-	-	-	326,120
Town Manager	2,230,600	510,580	176,495	156,860	3,074,535	-	-	-	3,074,535
Town Clerk	506,800	114,700	40,100	9,600	671,200	-	-	-	671,200
Finance	681,100	286,330	24,800	5,100	997,330	-	-	-	997,330
Planning	784,000	380,945	43,800	8,600	1,217,345	-	-	-	1,217,345
Engineering	1,119,800	40,150	45,790	32,800	1,238,540	-	-	-	1,238,540
Police	5,670,850	457,910	372,600	237,600	6,738,960	365,000	3,338,000	-	10,441,960
Public Works	683,200	78,100	90,200	33,600	885,100	-	-	-	885,100
Buildings	-	441,300	8,000	69,900	519,200	4,875,000	-	-	5,394,200
Reimbursements	-	350,000	-	-	350,000	-	-	-	350,000
Totals	11,853,000	3,052,935	813,585	1,225,470	16,944,990	7,740,000	3,338,000	-	28,022,990
Total Cash Available									\$ 62,098,018
Ending Fund Balance									\$ 34,075,028
% of Total Budget	42.30%	10.89%	2.90%	4.37%	60.47%	27.62%	11.91%	0.00%	100.00%

General Fund

Exhibit A
Item #12.

		<u>2023</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2025</u>
	<u>GENERAL FUND REVENUES</u>	<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	Advalorem Taxes					
10.01.3110.00	Property Taxes - Weld	4,269,954	11,771,320	11,772,423	11,771,320	8,827,189
10.01.3112.00	Property Taxes - Larimer	4,750,213	6,242,221	6,229,987	6,242,221	5,853,949
	Subtotal	9,020,167	18,013,541	18,002,410	18,013,541	14,681,138
	Sales Tax					
10.01.3120.00	Sales Tax - State	13,963,348	10,057,163	12,500,000	14,500,000	15,000,000
10.01.3122.00	Use Tax - Building	2,062,341	2,965,718	1,000,000	3,005,035	1,000,000
	Subtotal	16,025,689	13,022,881	13,500,000	17,505,035	16,000,000
	Excise Tax					
10.01.3130.00	Lodging Tax	169,037	117,961	100,000	139,500	105,000
10.01.3150.00	Tobacco Tax	42,158	19,020	20,000	20,000	20,000
10.01.3160.00	Severance Tax	702,525	390,970	150,000	390,970	150,000
	Subtotal	913,719	527,951	270,000	550,470	275,000
	Franchise Tax					
10.01.3180.00	Franchise Tax-Cable	31,204	16,213	25,000	25,000	25,000
10.01.3182.00	Franchise Tax - Electric & Gas	612,336	452,429	550,000	550,000	550,000
	Subtotal	643,539	468,642	575,000	575,000	575,000
	Licenses, Permits, & Service Charges					
10.01.3210.00	Business Licenses	17,896	18,235	12,000	18,235	18,000
10.01.3215.00	Contractors Licenses	37,125	44,400	25,000	45,000	30,000
10.01.3220.00	Dog License/Fees	1,105	1,201	1,500	1,210	1,000
10.01.3230.00	Liquor License	6,096	6,093	4,500	6,093	6,000
10.01.3510.00	Abatement Fees	170	-	2,000	-	-
10.01.3515.00	Plastic Bag Fees	12,323	8,130	5,000	9,000	4,000
10.01.3520.00	Administrative Fees	2,377	2,728	2,000	2,750	2,000
10.01.3530.00	Building Permits	1,906,355	1,847,529	1,100,000	1,990,000	1,400,000
10.01.3548.00	Zoning/Subdivision Fees	-	2,000	-	2,000	-

General Fund

Exhibit A
Item #12.

		<u>2023</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2025</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
GENERAL FUND REVENUES						
10.01.3565.00	Facility Rental Fees	9,330	4,810	3,500	5,200	4,000
10.01.3750.00	Police Facilities Development Fees	611,659	452,500	324,725	475,600	334,190
10.01.3760.00	Public Facilities Impact Fees	1,284,700	981,759	713,075	1,021,030	734,110
	Subtotal	3,889,137	3,369,385	2,193,300	3,576,118	2,533,300
Fines, Forfeitures, & Pd Fees						
10.01.3310.00	Court Revenues	242,578	204,216	190,000	250,000	240,000
10.01.3320.00	Court Surcharge	38,221	32,415	25,000	38,000	35,000
10.01.3330.00	Restitution	-	25	-	25	-
	Subtotal	280,799	236,656	215,000	288,025	275,000
Other Revenues						
10.01.3960.00	Interest Income	2,454,865	2,323,278	500,000	2,500,000	900,000
10.01.3970.00	Misc Revenue	19,883	22,653	10,000	23,000	10,000
10.01.3985.00	Refund Of Expenditures	1,149,076	716,435	350,000	720,000	350,000
10.01.3990.00	Rent Income	7,800	5,850	-	7,800	7,800
10.01.3995.00	Unrealized Gain	795,532	-	-	-	-
	Subtotal	4,427,156	3,068,216	860,000	3,250,800	1,267,800
Revenue From Other Agencies						
10.01.3410.00	Grants - Federal	956,915	-	-	-	-
10.01.3420.00	Royalties	216,374	246,808	50,000	246,808	50,000
10.01.3440.00	State Grants	89,843	19,933	-	1,000,000	-
	Subtotal	1,263,132	266,741	50,000	1,246,808	50,000
Events & Community Activities						
10.01.3953.00	Donations/Community Activities	507	250,087	20,000	255,000	40,000
10.01.3955.00	Insurance Proceeds	2,368	-	-	-	-
	Subtotal	2,875	250,087	20,000	255,000	40,000
Total Fund Revenues		36,466,214	39,224,100	35,685,710	45,260,797	35,697,238

General Fund

Exhibit A
Item #12.

		<u>2023</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2025</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
GENERAL FUND REVENUES			<u>Actuals</u>	<u>Budget</u>		
Intragovernmental Revenues						
10.01.3999.00	To Library	(1,370,248)	(1,793,079)	(2,491,362)	(2,491,362)	(2,023,124)
10.01.3999.00	To Sewer Fund	(50,000,000)	-	-	3,000,000	1,000,000
10.01.3999.00	To Water Fund	-	-	(50,700,000)	-	(50,700,000)
10.01.3999.00	To Parks	-	(1,000,000)	(1,000,000)	(1,000,000)	(2,000,000)
10.01.3999.00	To Rec Center	(329,929)	(513,700)	(503,000)	(530,967)	(505,000)
10.01.3999.00	To Tax Fund	(501,027)	(650,061)	(700,000)	(1,200,000)	(1,750,000)
10.01.3999.00	From Library	15,640	38,793	37,395	50,800	-
10.01.3999.00	To Arts Fund	-	-	-	-	-
Subtotal		(52,185,565)	(3,918,047)	(55,356,967)	(2,171,529)	(55,978,124)
TOTAL FUND REVENUES W/TRANSFERS		(15,719,351)	35,306,053	(19,671,256)	43,089,268	(20,280,886)
UNRESTRICTED CASH BALANCE FORWARD						82,378,903
TOTAL ANTICIPATED FUNDS AVAILABLE						62,098,018

General Fund - Legislative

Exhibit A
Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Personnel Services</u>					
10.10.4001.00	Salaries	38,977	33,868	60,500	60,500	36,500
10.10.4010.00	Payroll Taxes	2,982	3,112	4,500	4,500	2,600
10.10.4025.00	Workers Compensation	38	403	400	420	1,200
	Total Personnel Services	41,997	37,382	65,400	65,420	40,300
	<u>Contractual Services</u>					
10.10.4100.00	Audit	9,000	8,500	40,000	8,980	40,000
10.10.4135.00	Other Contractual Services	8,294	4,951	40,000	35,000	50,000
10.10.4145.00	Printing & Advertising	12,281	10,962	7,000	12,000	10,000
10.10.4150.00	Professional Services	161,449	72,319	260,000	250,000	250,000
10.10.4170.00	Telephone	-	691		1,100	1,200
10.10.4180.00	Travel & Training	6,120	14,977	18,000	16,000	\$18,000
	Total Contractual Services	197,144	112,398	365,000	323,080	369,200
	<u>Commodities</u>					
10.10.4310.00	Computers & Software	3,171	14,122	5,000	16,000	3,000
10.10.4385.00	Supplies - General	4,264	1,192	1,500	1,500	1,500
10.10.4400.00	Supplies - Office	2,134	347	2,500	2,500	2,500
	Total Commodities	9,568	15,661	9,000	20,000	7,000
	<u>Other Charges</u>					
10.10.4520.00	Donations - Community Programs	-	-	-	-	100,000
10.10.4530.00	Election Expenses	-	49,609	46,000	49,609	160
10.10.4540.00	Insurance	113,481	90,191	90,200	90,200	134,000
10.10.4560.00	Memberships & Subscriptions	38,949	44,194	77,000	77,000	92,000
10.10.4570.00	Miscellaneous	157,276	198,389	272,500	272,500	184,000
	Total Other Charges	309,707	382,383	485,700	489,309	510,160
	<u>Capital - \$5,000/item min.</u>					
10.10.4850.00	Land	-	3,858,195	-	3,957,000	-
10.10.4890.00	Other Improvements	665,309	650,000	1,000,000	650,000	2,500,000
	Total Capital	665,309	4,508,195	1,000,000	4,607,000	2,500,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	Total Budget Request	1,223,725	5,056,020	1,925,100	5,504,809	3,426,660

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
Town Manager - Combined						
	<u>Personnel Services</u>					
10.20.4001.00	Salaries	643,333	396,285	893,300	893,300	1,097,500
10.20.4002.00	Overtime	-	495	-	1,300	-
10.20.4010.00	Payroll Taxes	46,115	28,841	68,650	68,650	83,900
10.20.4020.00	Unemployment Taxes	-	1,790	7,700	6,900	9,400
10.20.4025.00	Workers Compensation	2,793	7,189	9,700	12,000	14,200
10.20.4030.00	Group Insurance	93,879	46,082	119,125	119,125	151,000
10.20.4035.00	Retirement Contribution	59,370	41,614	107,500	107,500	131,700
10.20.4040.00	Automobile Allowance	5,200	2,875	6,000	6,000	6,000
10.20.4045.00	Cell Phone Allowance	1,669	288	1,900	1,900	1,900
	Total Personnel Services	852,358	525,459	1,213,875	1,216,675	1,495,600
	<u>New Personnel</u>					
10.20.4001.00	Salaries	-	-	-	-	500,500
10.20.4010.00	Payroll Taxes	-	-	-	-	38,300
10.20.4020.00	Unemployment Taxes	-	-	-	-	4,500
10.20.4025.00	Workers Compensation	-	-	-	-	3,900
10.20.4030.00	Group Insurance	-	-	-	-	127,700
10.20.4035.00	Retirement Contribution	-	-	-	-	60,100
	Total New Personnel	-	-	-	-	735,000
	<u>Contractual Services</u>					
10.20.4135.00	Other Contractual Services	\$118,131	\$11,567	\$146,000	\$115,000	\$192,300
10.20.4140.00	Postage	840	32	6,550	1,160	1,150
10.20.4145.00	Printing & Advertising	83,229	36,007	86,600	85,000	79,000
10.20.4150.00	Professional Services	146,676	97,649	165,000	166,010	157,500
10.20.4170.00	Telephone & Internet	2,670	2,826	15,800	15,000	24,730
10.20.4180.00	Travel & Training	28,461	27,198	54,850	41,250	55,900
	Total Contractual Services	380,008	175,280	474,800	423,420	510,580

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Commodities</u>					
10.20.4310.00	Computers & Software	27,570	134,174	145,150	169,450	136,240
10.20.4330.00	Fuel & Lubricants	504	413	4,250	3,450	3,550
10.20.4385.00	Supplies - General	1,900	1,107	4,000	3,250	21,255
10.20.4400.00	Supplies - Office	10,480	7,127	11,900	8,750	14,450
10.20.4440.00	Supplies - Fleet	-	-	-	-	1,000
	Total Commodities	40,454	142,821	165,300	184,900	176,495
	<u>Other Charges</u>	17,419	7,216	9,000	9,000	19,000
10.20.4540.00	Insurance					
10.20.4560.00	Memberships & Subscriptions	5,921	17,529	25,160	25,160	9,960
10.20.4570.00	Miscellaneous	54,868	50,652	153,300	135,700	127,900
	Total Other Charges	78,208	75,396	187,460	169,860	156,860
	<u>Capital - \$5,000/item min.</u>					
10.20.4830.00	Equipment	6,385	-	-	-	-
10.20.4840.00	Infrastructure	53,052	-	-	-	-
10.20.4860.00	Vehicles	-	33,384	76,000	76,000	-
	Total Capital	59,437	33,384	76,000	76,000	-
	Total Combined Budget Request	1,410,465	952,340	2,117,435	2,070,855	3,074,535

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Personnel Services</u>					
10.30.4001.00	Salaries	228,772	184,485	269,400	269,400	280,300
10.30.4002.00	Overtime	-	88	500	500	500
10.30.4010.00	Payroll Taxes	16,360	13,392	20,600	20,600	21,400
10.30.4020.00	Unemployment Taxes	-	-	2,750	2,750	2,800
10.30.4025.00	Workers Compensation	782	2,694	4,600	4,600	4,800
10.30.4030.00	Group Insurance	40,380	21,324	56,700	56,268	40,550
10.30.4035.00	Retirement Contribution	19,623	19,756	31,600	31,600	34,100
	Total Personnel Services	305,916	241,739	386,150	385,718	384,450
	<u>New Personnel</u>					
10.30.4001.00	Salaries	-	-	-	-	77,000
10.30.4010.00	Payroll Taxes	-	-	-	-	5,900
10.30.4020.00	Unemployment Taxes	-	-	-	-	1,100
10.30.4025.00	Workers Compensation	-	-	-	-	750
10.30.4030.00	Group Insurance	-	-	-	-	28,300
10.30.4035.00	Retirement Contribution	-	-	-	-	9,300
	Total New Personnel	-	-	-	-	122,350
	<u>Contractual Services</u>					
10.30.4135.00	Other Contractual Services	16,160	8,699	9,000	13,561	14,000
10.30.4140.00	Postage	4,424	2,923	2,000	3,000	2,500
10.30.4145.00	Printing & Advertising	1,023	1,633	1,050	1,800	2,000
10.30.4150.00	Professional Services	59,819	42,562	80,000	70,000	80,000
10.30.4160.00	Rents	530	230	1,000	300	500
10.30.4170.00	Telephone & Internet	1,441	1,568	2,100	1,834	6,200
10.30.4180.00	Travel & Training	3,982	1,913	5,000	2,200	9,500
	Total Contractual Services	87,379	59,528	100,150	92,695	114,700
	<u>Commodities</u>					
10.30.4310.00	Computers & Software	29,825	19,061	41,000	36,800	36,250

General Fund - Town Clerk Dept.

Exhibit A

Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
10.30.4330.00	Fuel & Lubricants	126	36	200	100	200
10.30.4400.00	Supplies - Office	2,833	629	3,000	2,800	3,650
	Total Commodities	32,784	19,726	44,200	39,700	40,100
	<u>Other Charges</u>					
10.30.4540.00	Insurance	9,980	2,568	2,600	2,600	3,800
10.30.4560.00	Memberships & Subscriptions	417	777	700	800	800
10.30.4570.00	Miscellaneous	27	8,117	8,500	8,260	5,000
	Total Other Charges	10,425	11,462	11,800	11,660	9,600
	Total Budget Request	436,504	332,455	542,300	529,773	671,200

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Personnel Services</u>					
10.40.4001.00	Salaries	150,124	161,408	263,150	263,150	484,800
10.40.4002.00	Overtime	11	300	1,200	1,000	500
10.40.4010.00	Payroll Taxes	10,702	11,265	20,300	20,300	37,300
10.40.4020.00	Unemployment Taxes	-	-	2,420	2,420	4,800
10.40.4025.00	Workers Compensation	670	2,270	4,400	3,400	5,000
10.40.4030.00	Group Insurance	31,573	30,680	64,450	45,000	90,100
10.40.4035.00	Retirement Contribution	14,074	17,947	31,800	31,800	58,300
10.40.4045.00	Cell Phone Allowance	300	219	300	300	300
	Total Personnel Services	207,454	224,088	388,020	367,370	681,100
	<u>Contractual Services</u>					
10.40.4135.00	Other Contractual Services	158,721	252,091	285,000	285,000	270,300
10.40.4140.00	Postage	1,681	419	200	2,000	2,500
10.40.4145.00	Printing & Advertising	-	-	2,500	1,800	2,500
10.40.4150.00	Professional Services	15,719	4	100	100	100
10.40.4170.00	Telephone & Internet	1,813	1,642	4,200	2,500	4,430
10.40.4180.00	Travel & Training	3,454	88	6,000	3,000	6,500
	Total Contractual Services	181,389	254,244	298,000	294,400	286,330
	<u>Commodities</u>					
10.40.4310.00	Computers & Software	13,203	12,359	16,400	15,000	20,800
10.40.4400.00	Supplies - Office	4,259	1,657	3,500	3,500	4,000
	Total Commodities	17,462	14,015	19,900	18,500	24,800
	<u>Other Charges</u>					
10.40.4540.00	Insurance	1,452	2,069	2,100	2,100	4,000
10.40.4560.00	Memberships & Subscriptions	65	190	600	600	600
10.40.4570.00	Miscellaneous	176	2,864	2,500	1,500	500
	Total Other Charges	1,693	5,122	5,200	4,200	5,100

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	Total Budget Request	407,997	497,469	711,120	684,470	997,330

General Fund - Events

Exhibit A
Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Personnel Services</u>					
10.35.4001.00	Salaries	-	-	78,950	-	88,500
10.35.4010.00	Payroll Taxes	-	-	6,150	-	6,600
10.35.4020.00	Unemployment Taxes	-	-	700	-	850
10.35.4025.00	Workers Compensation	-	-	1,000	-	1,100
10.35.4030.00	Group Insurance	-	-	28,900	-	28,300
10.35.4035.00	Retirement Contribution	-	-	9,600	-	10,700
10.35.4045.00	Cell Phone Allowance	-	-	300	-	300
	Total Personnel Services	-	-	125,300	-	136,350
	<u>Contractual Services</u>					
10.35.4135.00	Other Contractual Services	-	-	11,250	-	320
10.35.4140.00	Postage	-	-	50	-	-
10.35.4145.00	Printing & Advertising	-	349	3,000	500	18,500
10.35.4170.00	Telephone	-	-	700	-	900
10.35.4180.00	Travel & Training	-	-	4,000	-	4,000
	Total Contractual Services	-	349	19,000	500	23,720
	<u>Commodities</u>					
10.35.4310.00	Computers & Software	-	-	4,700	4,700	3,300
10.35.4385.00	Supplies - General	-	-	1,000	-	1,000
10.35.4400.00	Supplies - Office	-	-	500	-	500
	Total Commodities	-	-	6,200	4,700	4,800
	<u>Other Charges</u>					
10.35.4540.00	Insurance	-	613	700	700	700
10.35.4560.00	Memberships & Subscriptions	-	-	550	550	550
10.35.4570.00	Miscellaneous	-	16,919	100,000	35,000	160,000
	Total Other Charges	-	17,532	101,250	36,250	161,250
	<u>Capital - \$5,000/item min.</u>					

General Fund - Events

Exhibit A

Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
10.35.4860.00	Vehicles	-	-	30,000	-	-
	Total Capital	-	-	30,000	-	-
	Total Budget Request	-	17,880	281,750	41,450	326,120

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Personnel Services</u>					
10.50.4001.00	Salaries	329,667	309,151	508,100	461,400	558,300
10.50.4002.00	Overtime	10	85	1,500	1,500	1,000
10.50.4010.00	Payroll Taxes	23,300	22,003	38,650	38,650	42,700
10.50.4020.00	Unemployment Taxes	-	-	5,250	5,250	5,300
10.50.4025.00	Workers Compensation	1,186	4,964	8,950	8,950	11,500
10.50.4030.00	Group Insurance	70,220	51,696	103,900	103,900	98,300
10.50.4035.00	Retirement Contribution	27,826	23,023	53,600	53,600	66,900
	Total Personnel Services	452,209	410,922	719,950	673,250	784,000
	<u>Contractual Services</u>					
10.50.4120.00	Employee Education	-	-	-	-	1,425
10.50.4135.00	Other Contractual Services	308,395	202,962	303,000	303,000	317,120
10.50.4137.00	Contractual - Restricted Bill Back	-	259	-	300	-
10.50.4140.00	Postage	1,238	569	-	600	-
10.50.4145.00	Printing & Advertising	356	188	5,000	200	-
10.50.4150.00	Professional Services	611	-	-	-	45,000
10.50.4170.00	Telephone & Internet	2,107	2,157	4,900	3,200	4,400
10.50.4180.00	Travel & Training	947	3,092	10,000	5,500	13,000
	Total Contractual Services	313,654	209,227	322,900	312,800	380,945
	<u>Commodities</u>					
10.50.4310.00	Computers & Software	27,713	31,034	37,200	37,200	40,400
10.50.4400.00	Supplies - Office	1,857	3,876	3,400	4,100	3,400
	Total Commodities	29,570	34,910	40,600	41,300	43,800
	<u>Other Charges</u>					
10.50.4540.00	Insurance	4,502	4,000	4,100	4,002	3,700
10.50.4560.00	Memberships & Subscriptions	756	1,488	2,650	2,500	2,650
10.50.4570.00	Miscellaneous	853	2,668	2,000	2,250	2,250
	Total Other Charges	6,111	8,156	8,750	8,752	8,600

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	Total Budget Request	801,544	663,215	1,092,200	1,036,102	1,217,345

General Fund - Reimbursements

Exhibit A
Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	Contractual Services					
10.51.4137.00	Contractual - Restricted Bill Back	805,774	491,772	350,000	750,000	350,000
	Total Contractual Services	805,774	491,772	350,000	750,000	350,000
	Total Budget Request	805,774	491,772	350,000	750,000	350,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Jan - Aug Actuals</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Personnel Services</u>					
10.55.4001.00	Salaries	-	233,097	738,005	538,005	761,200
10.55.4002.00	Overtime	-	4,379	1,000	5,000	5,000
10.55.4010.00	Payroll Taxes	-	16,940	56,600	41,000	58,700
10.55.4020.00	Unemployment Taxes	-	-	6,800	6,800	7,200
10.55.4025.00	Workers Compensation	-	8,118	24,000	17,000	18,900
10.55.4030.00	Group Insurance	-	44,093	177,300	157,000	175,600
10.55.4035.00	Retirement Contribution	-	25,709	86,200	66,200	92,900
10.55.4045.00	Cell Phone Allowance	-	213	300	300	300
	Total Personnel Services	-	332,547	1,090,205	831,305	1,119,800
	<u>Contractual Services</u>					
10.55.4130.00	Maintenance - Vehicles	-	366	4,000	2,000	3,000
10.55.4135.00	Other Contractual Services	-	-	-	-	4,600
10.55.4145.00	Printing & Advertising	-	1,049	-	1,500	1,250
10.55.4150.00	Professional Services	-	90	-	100	10,000
10.55.4170.00	Telephone & Internet	-	2,333	5,340	7,000	4,800
10.55.4180.00	Travel & Training	-	1,563	10,000	9,000	16,500
	Total Contractual Services	-	5,401	19,340	19,600	40,150
	<u>Commodities</u>					
10.55.4310.00	Computers & Software	-	16,428	35,200	35,200	17,860
10.55.4330.00	Fuel & Lubricants	-	-	5,000	8,250	13,500
10.55.4385.00	Supplies - General	-	35	1,000	1,000	500
10.55.4390.00	Supplies - Janitorial	-	-	500	-	250
10.55.4400.00	Supplies - Office	-	909	12,000	9,000	1,700
10.55.4410.00	Supplies - Operational	-	5,139	10,000	10,000	5,730
10.55.4440.00	Supplies - Fleet	-	-	3,000	1,000	2,500
10.55.4460.00	Uniforms	-	1,475	2,250	3,450	3,750
	Total Commodities	-	23,986	68,950	67,900	45,790
	<u>Other Charges</u>					
10.55.4540.00	Insurance	-	6,272	8,000	7,000	12,800
10.55.4560.00	Memberships & Subscriptions	-	633	7,000	6,000	20,000

General Fund - Engineering Dept.

Exhibit A
Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Jan - Aug Actuals</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
10.55.4570.00	Miscellaneous	-	198	-	-	-
	Total Other Charges	-	7,103	15,000	13,000	32,800
	Capital - \$5,000/item min.					
10.55.4830.00	Equipment	-	6,452	20,000	10,000	-
10.55.4860.00	Vehicles	-	100,501	100,000	100,600	-
	Total Capital	-	106,953	120,000	110,600	-
	Total Budget Request	-	475,990	1,313,495	1,042,405	1,238,540

General Fund - Police Dept.

Exhibit A
Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Personnel Services</u>					
10.70.4001.00	Salaries	2,539,962	2,128,905	3,345,400	3,261,705	3,465,250
10.70.4002.00	Overtime	80,946	100,616	67,000	133,200	70,000
10.70.4004.00	Compensatory Time	5,530	2,355	-	3,200	4,000
10.70.4010.00	Payroll Taxes	204,683	171,365	261,520	261,520	268,000
10.70.4020.00	Unemployment Taxes	-	-	30,400	30,400	32,000
10.70.4025.00	Workers Compensation	22,062	81,382	156,000	156,000	165,000
10.70.4030.00	Group Insurance	348,810	279,872	517,300	517,300	615,700
10.70.4035.00	Retirement Contribution	269,933	260,304	403,500	403,500	417,300
	Total Personnel Services	3,471,926	3,024,799	4,781,120	4,766,825	5,037,250
	<u>New Personnel</u>					
10.70.4001.00	Salaries	-	-	-	-	418,000
10.70.4002.00	Overtime	-	-	-	-	8,000
10.70.4010.00	Payroll Taxes	-	-	-	-	32,800
10.70.4020.00	Unemployment Taxes	-	-	-	-	3,900
10.70.4025.00	Workers Compensation	-	-	-	-	7,500
10.70.4030.00	Group Insurance	-	-	-	-	113,100
10.70.4035.00	Retirement Contribution	-	-	-	-	50,300
	Total New Personnel	-	-	-	-	633,600
	<u>Contractual Services</u>					
10.70.4120.00	Employee Education	-	-	-	-	4,000
10.70.4122.00	Maintenance - Buildings	890	150	-	1,000	3,000
10.70.4125.00	Maintenance - Equipment	2,177	480	-	500	-
10.70.4130.00	Maintenance - Vehicles	35,997	47,732	30,000	50,000	45,000
10.70.4135.00	Other Contractual Services	207,460	193,366	167,100	205,000	284,540
10.70.4140.00	Postage	940	659	2,000	850	750
10.70.4145.00	Printing & Advertising	1,711	1,547	1,500	26,000	2,000
10.70.4150.00	Professional Services	18,057	900	29,000	20,000	30,220
10.70.4170.00	Telephone & Internet	41,715	39,986	44,300	44,000	52,900

General Fund - Police Dept.

Exhibit A
Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
10.70.4180.00	Travel & Training	25,506	20,789	32,500	26,000	35,500
	Total Contractual Services	334,453	305,610	306,400	373,350	457,910
	<u>Commodities</u>					
10.70.4310.00	Computers & Software	144,708	38,397	195,750	150,000	151,400
10.70.4330.00	Fuel & Lubricants	67,725	47,688	107,600	65,000	80,000
10.70.4385.00	Supplies - General	122,670	92,697	138,300	120,000	95,600
10.70.4395.00	Supplies - Lab	8,007	4,286	7,000	4,860	7,500
10.70.4400.00	Supplies - Office	8,607	3,466	11,000	9,000	10,000
10.70.4460.00	Uniforms	17,173	13,830	20,650	20,000	28,100
	Total Commodities	368,888	200,365	480,300	368,860	372,600
	<u>Other Charges</u>					
10.70.4520.00	Donations - Community Programs	3,952	2,908	4,500	4,500	4,500
10.70.4540.00	Insurance	110,815	196,395	198,000	198,000	230,000
10.70.4560.00	Memberships & Subscriptions	130	630	500	1,000	3,100
10.70.4570.00	Miscellaneous	(2,448)	5,101	-	8,700	-
	Total Other Charges	112,448	205,034	203,000	212,200	237,600
	<u>Capital - \$5,000/item min.</u>					
10.70.4830.00	Equipment	1,697	-	-	-	25,000
10.70.4860.00	Vehicles	623,177	340,810	495,000	500,000	340,000
	Total Capital	624,874	340,810	495,000	500,000	365,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
<u>Impact</u>						
	<u>Capital - \$5,000/item min.</u>					
10.70.4860.00	Vehicles	-	-	-	-	340,000
10.70.4890.00	Other Improvements	242,496	577,199	4,000,000	3,500,000	2,998,000
	Total Capital	242,496	577,199	4,000,000	3,500,000	3,338,000
	Total Budget Request	5,155,085	4,653,817	10,265,820	9,721,235	10,441,960

General Fund - Public Works Dept.

Exhibit A
Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Personnel Services</u>					
10.80.4001.00	Salaries	467,066	272,010	390,200	381,100	473,000
10.80.4002.00	Overtime	1,693	1,341	3,900	3,900	4,500
10.80.4010.00	Payroll Taxes	33,603	20,717	28,150	28,150	36,700
10.80.4020.00	Unemployment Taxes	-	-	3,750	3,750	5,200
10.80.4025.00	Workers Compensation	2,907	7,754	13,500	13,500	14,800
10.80.4030.00	Group Insurance	76,341	49,707	47,100	69,000	90,700
10.80.4035.00	Retirement Contribution	44,272	30,902	46,900	46,900	57,700
10.80.4045.00	Cell Phone Allowance	550	225	600	600	600
	Total Personnel Services	626,432	382,655	534,100	546,900	683,200
	<u>Contractual Services</u>					
10.80.4125.00	Maintenance - Equipment	4	114	2,000	150	-
10.80.4130.00	Maintenance - Vehicles	70	-	1,250	-	-
10.80.4135.00	Other Contractual Services	3,122	979	3,800	3,800	5,100
10.80.4140.00	Postage	52	-	100	100	500
10.80.4145.00	Printing & Advertising	-	375	600	600	1,000
10.80.4150.00	Professional Services	187	-	-	-	40,000
10.80.4160.00	Rents	1,140	560	3,000	3,360	-
10.80.4170.00	Telephone & Internet	23,453	5,168	20,000	7,200	13,500
10.80.4180.00	Travel & Training	6,122	1,114	15,000	5,000	18,000
	Total Contractual Services	34,150	8,310	45,750	20,210	78,100
	<u>Commodities</u>					
10.80.4310.00	Computers & Software	25,229	47,411	45,550	54,950	72,200
10.80.4330.00	Fuel & Lubricants	6,237	4,521	10,150	10,150	5,000
10.80.4385.00	Supplies - General	11,005	3,552	15,000	5,600	5,000
10.80.4390.00	Supplies - Janitorial	135	134	-	300	-
10.80.4400.00	Supplies - Office	7,885	1,422	3,000	2,700	3,000
10.80.4410.00	Supplies - Operational	5,930	1,182	2,000	2,000	2,000
10.80.4440.00	Supplies - Fleet	849	703	1,500	1,500	-

General Fund - Public Works Dept.

Exhibit A

Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
10.80.4460.00	Uniforms	581	951	3,000	3,000	3,000
	Total Commodities	57,851	59,877	80,200	80,200	90,200
	<u>Other Charges</u>					
10.80.4540.00	Insurance	13,903	12,759	16,300	14,000	28,600
10.80.4560.00	Memberships & Subscriptions	2,483	3,034	5,000	4,500	5,000
10.80.4570.00	Miscellaneous	(499)	6,756	5,000	6,500	-
	Total Other Charges	15,887	22,549	26,300	25,000	33,600
	<u>Capital - \$5,000/item min.</u>					
10.80.4810.00	Buildings	-	27,423	-	27,425	-
	Total Capital	-	27,423	-	27,425	-
	Total Budget Request	734,320	500,815	686,350	699,735	885,100

General Fund - Buildings Dept.

Exhibit A
Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Contractual Services</u>					
10.82.4122.00	Maintenance - Buildings	67,232	11,845	90,000	50,000	60,000
10.82.4125.00	Maintenance - Equipment	19,617	19,475	15,000	21,400	20,000
10.82.4127.00	Maintenance - Infrastructure	18,674	7,604	4,000	8,400	45,000
10.82.4135.00	Other Contractual Services	73,523	53,114	76,000	76,000	175,100
10.82.4150.00	Professional Services	5,108	3,510	4,200	4,200	5,000
10.82.4160.00	Rents	3,277	1,994	3,600	2,000	6,000
10.82.4170.00	Telephone & Internet	-	9,931	-	12,400	-
10.82.4190.00	Utilities	115,773	49,253	124,000	117,800	130,200
	Total Contractual Services	303,204	156,724	316,800	292,200	441,300
	<u>Commodities</u>					
10.82.4390.00	Supplies - Janitorial	1,221	283	1,500	1,500	3,000
10.82.4410.00	Supplies - Operational	2,841	2,074	3,000	3,000	5,000
	Total Commodities	4,062	2,357	4,500	4,500	8,000
	<u>Other Charges</u>					
10.82.4540.00	Insurance	80,558	31,552	32,000	32,000	69,900
	Total Other Charges	80,558	31,552	32,000	32,000	69,900
	<u>Capital - \$5,000/item min.</u>					
10.82.4810.00	Buildings	-	78,042	650,000	650,000	4,850,000
10.82.4830.00	Equipment	-	-	-	-	25,000
	Total Capital	-	78,042	650,000	650,000	4,875,000
	Total Budget Request	387,825	268,675	1,003,300	978,700	5,394,200

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2025

CONSERVATION TRUST FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Conservation Trust	-	-	-	-	-	-	-	-
Totals	-	-	-	-	-	-	-	-
Total Cash Available								\$ 152,919
Ending Fund Balance								\$ 152,919
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Conservation Trust Fund

Exhibit A
Item #12.

		<u>2023</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2025</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>CONSERVATION TRUST FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
30.01.3450.00	Lottery Funds	126,739	83,236	100,000	115,000	115,000
30.01.3960.00	Interest Income	5,218	5,734	4,000	5,850	3,000
30.01.3999.00	Transfer In	-	50,000	-	50,000	-
	TOTAL FUND REVENUES	131,957	138,970	104,000	170,850	118,000
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					34,919
	TOTAL ANTICIPATED FUNDS AVAILABLE					152,919

Conservation Trust Fund

Exhibit A

Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Capital - \$5,000/item min.</u>					
30.90.4840.00	Infrastructure	-	198,803	350,000	400,000	-
	Total Capital	-	198,803	350,000	400,000	-
	Total Budget Request	-	198,803	350,000	400,000	-

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2025

ARTS & CULTURE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Arts & Culture Fund	-	-	-	-	-	150,000	-	150,000
Totals	-	-	-	-	-	150,000	-	150,000
Total Cash Available								540,758
Ending Fund Balance								390,758
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Arts and Culture Fund

		<u>2023</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2025</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>ARTS & CULTURE FUND REVENUES</u>				<u>Budget</u>		
32.01.3999.00	Transfer In from Library (Library Fac Fee)	62,558	278,690	149,580	293,200	200,000
TOTAL FUND REVENUES		62,558	278,690	149,580	293,200	200,000
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)						340,758
TOTAL ANTICIPATED FUNDS AVAILABLE						540,758

<u>Acct.</u> <u>No.</u>	<u>Account Title</u>	<u>2023</u> <u>Actuals</u>	<u>2024</u> <u>Jan - Sept</u> <u>Actuals</u>	<u>2024</u> <u>Adopted</u> <u>Budget</u>	<u>2024</u> <u>Estimated</u>	<u>2025</u> <u>Proposed</u>
	<u>Capital - \$5,000/item min.</u>					
32.90.4800.00	Art	-	-	-	15,000	150,000
	Total Capital	-	-	-	15,000	150,000
	Total Budget Request	-	-	-	15,000	150,000

TOWN OF JOHNSTOWN

ANNUAL BUDGET

FY 2025

PARKS AND OPEN SPACE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Parks Fund	632,900	455,340	122,300	61,600	1,272,140	491,600	1,520,000	-	3,283,740
Totals	\$ 632,900	\$ 455,340	\$ 122,300	\$ 61,600	\$ 1,272,140	\$ 491,600	\$ 1,520,000	\$ -	\$ 3,283,740

Total Cash Available

\$ 11,626,621

Ending Fund Balance

\$ 8,342,881

% of Total Budget

19.27%

13.87%

3.72%

1.88%

38.74%

14.97%

46.29%

0.00%

100.00%

Parks And Open Space Fund

Exhibit A
Item #12.

		<u>2023</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2025</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>PARKS AND OPEN SPACE FUND REVENUES</u>			<u>Actuals</u>	<u>Budget</u>		
34.01.3225.00	Fishing Licenses	745	960	500	1,000	500
34.01.3420.00	Grants	-	126,718	-	126,718	-
34.01.3470.00	Larimer County Open Space	480,075	251,995	400,000	400,000	400,000
34.01.3532.00	Park Fees - Building Permits	234,936	288,382	87,500	305,000	150,500
34.01.3567.00	Park Reservation Fees	2,345	6,145	1,600	6,850	2,000
34.01.3740.00	Park & OS - Impact Fees	842,466	723,590	535,850	750,000	415,982
34.01.3741.00	Park & OS - Developer Share	-	-	-	-	-
34.01.3940.00	Cemetery Lot Purchase	63,878	48,671	40,000	49,700	40,000
34.01.3953.00	Donation - General	500	255	-	255	-
34.01.3960.00	Interest Income	151,801	124,101	50,000	131,000	75,000
34.01.3985.00	Reimbursed Expenses	6,168	-	1,000	-	-
		<u>1,782,914</u>	<u>1,570,817</u>	<u>1,116,450</u>	<u>1,770,523</u>	<u>1,083,982</u>
34.01.3999.00	From Water Fund	20,000	70,000	70,000	70,000	70,000
34.01.3999.00	From Sewer Fund	20,000	60,000	60,000	60,000	60,000
34.01.3999.00	From Drainage	10,000	10,000	10,000	10,000	10,000
34.01.3999.00	From General Fund	-	1,000,000	1,000,000	1,000,000	2,000,000
34.01.3999.00	From Cap Fac	-	150,000	-	150,000	-
Total Fund Revenues		<u>1,832,914</u>	<u>2,860,817</u>	<u>2,256,450</u>	<u>3,060,523</u>	<u>3,223,982</u>
Unrestricted Cash Balance Forward (Beg. Fund Bal.)						8,402,639
TOTAL ANTICIPATED FUNDS AVAILABLE						<u>11,626,621</u>

Parks And Open Space Fund

Exhibit A
Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Personnel Services</u>					
34.90.4001.00	Salaries	297,747	241,011	517,000	422,700	343,500
34.90.4002.00	Overtime	22,594	14,389	17,000	15,000	17,000
34.90.4004.00	Cmpensatory Time	1,813	1,574		1,800	1,500
34.90.4010.00	Payroll Taxes	23,079	18,268	40,700	35,750	26,700
34.90.4020.00	Unemployment Taxes	-	-	5,100	5,100	3,100
34.90.4025.00	Workers Compensation	5,014	9,424	18,500	16,750	17,500
34.90.4030.00	Group Insurance	54,607	55,853	105,100	81,000	64,300
34.90.4035.00	Retirement Contribution	26,334	22,193	59,100	51,350	41,200
	Total Personnel Services	431,188	362,711	762,500	629,450	514,800
	<u>New Personnel Services</u>					
34.90.4001.00	Salaries	-	-	-	-	66,300
34.90.4002.00	Overtime	-	-	-	-	3,000
34.90.4010.00	Payroll Taxes	-	-	-	-	5,100
34.90.4020.00	Unemployment Taxes	-	-	-	-	1,000
34.90.4025.00	Workers Compensation	-	-	-	-	3,000
34.90.4030.00	Group Insurance	-	-	-	-	31,700
34.90.4035.00	Retirement Contribution	-	-	-	-	8,000
	Total Personnel Services	-	-	-	-	118,100
	<u>Contractual Services</u>					
34.90.4122.00	Maintenance - Buildings	5,326	9	12,000	6,000	31,000
34.90.4125.00	Maintenance - Equipment	21,072	4,749	38,000	15,000	35,000
34.90.4127.00	Maintenance - Infrastructure	115,401	87,258	300,000	97,000	150,000
34.90.4130.00	Maintenance - Fleet	119	430	10,000	3,000	10,000
34.90.4135.00	Other Contractual Services	45,675	88,211	111,250	111,250	114,900
34.90.4140.00	Postage	6	-	-	-	-
34.90.4150.00	Professional Services	33,130	-	5,000	5,000	2,000

Parks And Open Space Fund

Exhibit A
Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
34.90.4170.00	Telephone & Internet	3,142	1,986	5,000	5,000	3,100
34.90.4180.00	Travel & Training	2,455	3,650	5,000	4,000	9,340
34.90.4190.00	Utilities	31,377	35,870	160,000	100,000	100,000
	Total Contractual Services	257,702	222,162	646,250	346,250	455,340
	<u>Commodities</u>					
34.90.4300.00	Chemicals	23,376	30,713	20,000	34,300	20,000
34.90.4310.00	Computers & Software	2,340	2,247	11,600	11,600	6,800
34.90.4330.00	Fuel & Lubricants	11,590	8,100	18,000	18,000	18,000
34.90.4385.00	Supplies - General	1,491	3,764	5,000	5,000	5,000
34.90.4410.00	Supplies - Operational	48,339	63,560	70,000	70,000	60,000
34.90.4420.00	Supplies - Safety	789	79	2,000	2,000	2,000
34.90.4430.00	Supplies - Training	384	92	4,000	500	-
34.90.4440.00	Supplies - Fleet	3,422	3,234	6,000	6,000	6,000
34.90.4460.00	Uniforms	1,724	3,725	4,000	4,000	4,500
	Total Commodities	93,455	115,514	140,600	151,400	122,300
	<u>Other Charges</u>					
34.90.4540.00	Insurance	4,332	4,110	8,100	8,100	13,600
34.90.4570.00	Miscellaneous	12,000	-	64,000	44,000	48,000
	Total Other Charges	16,332	4,110	72,100	52,100	61,600
	<u>Capital - \$5,000/item min.</u>					
34.90.4810.00	Buildings	-	-	-	-	-
34.90.4830.00	Equipment	36,646	111,571	141,000	112,000	110,000
34.90.4840.00	Infrastructure				50,000	315,000
34.90.4860.00	Vehicles	45,680	-	-	-	66,600
	Total Capital	82,326	111,571	141,000	162,000	491,600

Parks And Open Space Fund

Exhibit A

Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
Impact						
	Capital - \$5,000/item min.					
34.90.4840.00	Infrastructure	775,544	374,457	1,935,000	1,572,000	1,520,000
	Total Capital	775,544	374,457	1,935,000	1,572,000	1,520,000
	Total Budget Request	1,656,548	1,190,525	3,697,450	2,913,200	3,283,740

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2025

STREET AND ALLEY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Streets Fund	1,070,490	4,321,320	462,450	21,000	5,875,260	5,689,500	5,200,000	-	16,764,760
Totals	\$ 1,070,490	\$ 4,321,320	\$ 462,450	\$ 21,000	\$ 5,875,260	\$ 5,689,500	\$ 5,200,000	\$ -	\$ 16,764,760
Total Cash Available									\$ 31,921,386
Ending Fund Balance									\$ 15,156,625
% of Total Budget	6.39%	25.78%	2.76%	0.13%	35.05%	33.94%	31.02%	0.00%	100.00%

Street And Alley Fund

Exhibit A
Item #12.

		<u>2023</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2025</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>STREET AND ALLEY FUND REVENUES</u>			<u>Actuals</u>	<u>Budget</u>		
36.01.3120.00	Sales Taxes - General	2,312,974	1,667,257	2,050,000	2,400,000	2,400,000
36.01.3122.00	Use Taxes - Buildings	515,387	741,144	400,000	900,000	500,000
36.01.3124.00	Sales & Use Taxes - Vehicles	2,492,054	1,663,847	1,600,000	1,980,000	1,600,000
36.01.3140.00	Specific Ownership Taxes	524,468	530,013	425,000	604,000	435,000
36.01.3176.00	Highway Users Taxes	569,361	448,392	530,000	580,000	568,000
36.01.3265.00	Right of Way Permits	8,925	87,200	10,000	90,000	40,000
36.01.3268.00	Street Cut Fees	7,150	8,550	-	9,100	5,000
36.01.3420.00	Grants	862,303	134,085	-	134,085	-
36.01.3430.00	Road & Bridge - Weld	74,156	149,589	65,000	149,589	85,000
36.01.3435.00	Road & Bridge - Larimer	57,234	53,372	50,000	54,000	45,000
36.01.3580.00	Vehicle Registration Fees	62,493	43,352	65,000	50,000	55,000
36.01.3585.00	Street Maintenance Fee	0	-	-	-	-
36.01.3590.00	Trash Collection Fees	1,018,947	812,364	985,000	1,030,000	1,050,000
36.01.3790.00	Transportation Facility Development Fee - Impact	2,704,862	1,785,925	1,246,375	2,000,000	970,000
36.01.3792.00	Traffic Signal Impact Fee	-	-	-	-	-
36.01.3793.00	Traffic Signal - Dev Share	29,750	-	-	-	-
36.01.3794.00	Traffic Interchange Recovery	69,801	136,338	30,000	175,000	50,940
36.01.3960.00	Interest	373,593	316,864	100,000	330,000	100,000
36.01.3970.00	Miscellaneous	60	120	-	120	-
36.01.3985.00	Refund Of Expenditures	5,615	-	1,000	-	225,000
36.01.3995.00	Unrealized Gain On Investments	65,905	-	-	-	-
36.01.3999.00	Transfer In	1,450,000	-	-	-	-
Subtotal		13,205,036	8,578,413	7,557,375	10,485,894	8,128,940
Total Fund Revenues		13,205,036	8,578,413	7,557,375	10,485,894	8,128,940
Unrestricted Cash Balance Forward (Beg. Fund Bal.)						23,792,446
Total Anticipated Funds Available						31,921,386

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Personnel Services</u>					
36.90.4001.00	Salaries	377,511	339,383	695,400	662,000	707,700
36.90.4002.00	Overtime	22,874	20,905	31,800	31,800	25,000
36.90.4004.00	Compensatory Time	1,082	1,938	-	2,000	4,000
36.90.4010.00	Payroll Taxes	28,612	26,208	54,100	54,100	55,040
36.90.4020.00	Unemployment Taxes	-	-	6,000	6,000	6,200
36.90.4025.00	Workers Compensation	4,012	17,922	46,000	46,000	47,100
36.90.4030.00	Group Insurance	65,117	51,514	174,600	121,000	140,950
36.90.4035.00	Retirement Contribution	37,119	35,461	84,500	84,500	84,500
	Total Personnel Services	536,328	493,331	1,092,400	1,007,400	1,070,490
	<u>Contractual Services</u>					
36.90.4120.00	Employee Education	-	-	-	-	3,700
36.90.4125.00	Maintenance - Equipment	57,745	21,582	25,000	25,000	25,000
36.90.4127.00	Maintenance - Infrastructure	1,569,993	1,981,511	2,503,000	2,503,000	2,658,000
36.90.4130.00	Maintenance - Fleet	42,761	1,942	40,000	25,000	88,000
36.90.4135.00	Other Contractual Services	1,033,284	691,273	1,006,000	1,035,000	1,134,700
36.90.4140.00	Postage	7	-	1,000	-	500
36.90.4145.00	Printing & Advertising	-	-	3,000	1,500	1,500
36.90.4150.00	Professional Services	(42,417)	-	20,000	5,000	20,000
36.90.4160.00	Rents	16,138	12,276	8,000	14,000	8,000
36.90.4170.00	Telephone & Internet	5,607	3,289	6,000	6,000	3,900
36.90.4180.00	Travel & Training	12,710	10,377	15,000	12,000	21,020
36.90.4190.00	Utilities	301,117	218,045	350,000	340,000	357,000
	Total Contractual Services	2,996,946	2,940,294	3,977,000	3,966,500	4,321,320
	<u>Commodities</u>					
36.90.4300.00	Chemicals	61,636	29,525	59,000	59,000	89,000
36.90.4310.00	Computers & Software	29,715	6,462	25,100	16,000	10,900
36.90.4330.00	Fuel & Lubricants	47,423	27,284	75,000	50,000	50,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
36.90.4385.00	Supplies - General	11,416	4,951	10,000	10,000	10,000
36.90.4400.00	Supplies - Office	-	-	-	-	800
36.90.4410.00	Supplies - Operational	182,228	112,316	185,000	157,794	175,000
36.90.4420.00	Supplies - Safety	40,100	12,701	23,000	18,000	68,000
36.90.4430.00	Supplies - Training	874	256	4,000	2,000	4,000
36.90.4440.00	Supplies - Fleet	20,858	30,206	18,000	45,206	48,000
36.90.4460.00	Uniforms	3,104	7,938	6,750	8,000	6,750
	Total Commodities	397,354	231,638	405,850	366,000	462,450
	<u>Other Charges</u>					
36.90.4540.00	Insurance	6,672	7,710	13,000	11,000	17,500
36.90.4560.00	Memberships & Subscriptions	190	-	8,000	3,500	3,500
36.90.4570.00	Miscellaneous	5,901	2,127	5,000	2,100	-
	Total Other Charges	12,763	9,837	26,000	16,600	21,000
	<u>Capital - \$5,000/item min.</u>					
36.90.4830.00	Equipment	81,979	234,923	229,000	236,100	165,000
36.90.4840.00	Infrastructure	6,104,295	271,695	5,550,000	1,400,000	5,230,000
36.90.4860.00	Vehicles	254,847	115,676	605,000	385,000	294,500
	Total Capital	6,441,121	622,294	6,384,000	2,021,100	5,689,500
<u>Impact</u>						
	<u>Capital - \$5,000/item min.</u>					
36.90.4840.00	Infrastructure	-	-	-	-	5,200,000
	Total Capital	-	-	-	-	5,200,000
	Total Budget Request	10,384,511	4,297,394	11,885,250	7,377,600	16,764,760

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2025

CAPITAL PROJECTS FUND EXPENSE SUMMARY

	Personnel ServicesContract ServicesCommodityOther Charges				Total Operating Costs	Capital OutlayDebt Service	Total		
Capital Projects	-	10,500	-	-	10,500	5,675,000	-	5,685,500	
Totals	\$ -	\$ 10,500	\$ -	\$ -	\$ 10,500	\$ 5,675,000	\$ -	\$ 5,685,500	
Total Cash Available									\$ 12,419,613
Ending Fund Balance									\$ 6,734,113
% of Total Budget	0.00%	0.18%	0.00%	0.00%	0.18%	99.82%	0.00%	100.00%	

Capital Projects Fund

Exhibit A
Item #12.

		<u>2023</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2025</u>
		<u>Actuals</u>	<u>Jan - Sept</u> <u>Actuals</u>	<u>Adopted</u> <u>Budget</u>	<u>Estimated</u>	<u>Proposed</u>
<u>CAPITAL PROJECT FUND REVENUES</u>						
38.01.3122.00	Use Tax Revenues - Buildings	1,845,969	1,483,370	800,000	1,635,000	850,000
38.01.3960.00	Interest	561,329	459,425	100,000	470,000	100,000
38.01.3985.00	Reimbursed Expenses	-	-	-	-	37,500
38.01.3995.00	Unrealized Gain On Investments	383,860	-	-	-	-
38.01.3999.00	Transfers To Tax Fund	(25,958)	-	(50,000)	(50,000)	-
38.01.3999.00	Transfers to Park Fund	-	(150,000)	-	(150,000)	-
38.01.3999.00	Transfer to CT	-	(50,000)	-	(50,000)	(50,000)
Subtotal		<u>2,765,200</u>	<u>1,742,795</u>	<u>850,000</u>	<u>1,855,000</u>	<u>937,500</u>
Total Fund Revenues		<u>2,765,200</u>	<u>1,742,795</u>	<u>850,000</u>	<u>1,855,000</u>	<u>937,500</u>
Unrestricted Cash Balance Forward (Beg. Fund Bal.)						11,482,113
TOTAL ANTICIPATED FUNDS AVAILABLE						<u>12,419,613</u>

Capital Projects Fund

Exhibit A

Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Contractual Services</u>					
38.90.4135.00	Other Contractual Services	8,861	4,472	9,500	9,500	10,500
	Total Contractual Services	8,861	4,472	9,500	9,500	10,500
	<u>Capital - \$5,000/item min.</u>					
38.90.4840.00	Infrastructure	2,907,064	105,284	2,979,000	1,450,000	5,675,000
	Total Capital	2,907,064	105,284	2,979,000	1,450,000	5,675,000
	Total Budget Request	2,915,925	109,756	2,988,500	1,459,500	5,685,500

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2025

TAX ALLOCATION EXPENSE SUMMARY

					Total Operating Costs			Total
	Personnel Services	Contract Services	Commodity	Other Charges		Capital Outlay	Debt Service	
Tax Allocation	-	-	-	1,800,000	1,800,000	-	-	1,800,000
Totals	\$ -	\$ -	\$ -	\$ 1,800,000	\$ 1,800,000	\$ -	\$ -	\$ 1,800,000
Total Cash Available								\$ 1,841,435
Ending Fund Balance								\$ 41,435
% of Total Budget	0.00%	0.00%	0.00%	100.00%	100.00%	0.00%	0.00%	100.00%

Tax Allocation Fund

	<u>2023</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2025</u>
	<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>TAX ALLOCATION FUND REVENUES</u>					
Transfers In:					
60.01.3120.00 Tax Sharing	-	650,061	700,000	1,200,000	1,750,000
60.01.3960.00 Interest	-	-	-	-	-
60.01.3999.00 Transfers In	526,985	-	50,000	50,000	50,000
	526,985	650,061	750,000	1,250,000	1,800,000
Total Fund Revenues	526,985	650,061	750,000	1,250,000	1,800,000
Unrestricted Cash Balance Forward (Beg. Fund Bal.)					41,435
Total Anticipated Funds Available					1,841,435

<u>Acct.</u> <u>No.</u>	<u>Account Title</u>	<u>2023</u> <u>Actuals</u>	<u>2024</u> <u>Jan - Sept</u> <u>Actuals</u>	<u>2024</u> <u>Adopted</u> <u>Budget</u>	<u>2024</u> <u>Estimated</u>	<u>2025</u> <u>Proposed</u>
	Other Charges					
60.90.4570.00	Miscellaneous	526,985	650,061	750,000	1,250,000	1,800,000
	Total Other Charges	526,985	650,061	750,000	1,250,000	1,800,000
	Total Budget Request	526,985	650,061	750,000	1,250,000	1,800,000

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2025**

WATER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
WF Operations	1,154,200	1,151,885	1,195,100	1,638,000	5,139,185	58,200,000	4,790,750	68,129,935
WF C&D	580,000	200,210	503,575	11,000	1,294,785	4,679,000	-	5,973,785
Totals	\$ 1,734,200	\$ 1,352,095	\$ 1,698,675	\$ 1,649,000	\$ 6,433,970	\$ 62,879,000	\$ 4,790,750	\$ 74,103,720

Total Cash Available \$ 149,362,836

Ending Fund Balance \$ 75,259,116

% of Total Budget 2.34% 1.82% 2.29% 2.23% 8.68% 84.85% 6.46% 100.00%

Ending Fund Bal. \$ 75,259,116
 Restricted Funds \$ 642,000
 Available Fund Bal \$ 74,617,116

Water Fund

Item #12.

		<u>2023</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2025</u>
	<u>WATER FUND REVENUES</u>	<u>Actuals</u>	<u>Jan - Sept</u> <u>Actuals</u>	<u>Adopted</u> <u>Budget</u>	<u>Estimated</u>	<u>Proposed</u>
70.01.3270.00	Watering Permit	150	500	-	500	250
70.01.3775.00	West Water Storage Tank Fee		338,553	-	407,000	235,000
70.01.3810.00	Sales Of Potable Water	4,662,983	5,879,405	5,655,000	7,265,000	7,600,000
70.01.3815.00	Sales Of Nonpotable Water	34,280	63,574	20,000	65,000	35,000
70.01.3820.00	Water Tap Fee	3,235,764	3,100,247	1,397,933	3,179,000	2,230,000
70.01.3825.00	Raw Water Development Fee	2,779,259	2,714,354	1,100,925	2,787,000	1,890,000
70.01.3840.00	Hydrant/Bulk Water	171,047	442,692	260,000	502,300	180,000
70.01.3845.00	Water Lease	36,750	38,133	20,000	38,133	20,000
70.01.3850.00	Water Share Fees	1,466,505	1,696,600	1,600,000	1,696,600	500,000
70.01.3852.00	Water Meter Fee	258,908	221,204	91,000	230,200	146,000
70.01.3920.00	Capital/Developer Contributions	25,350,000	-	-	-	-
70.01.3960.00	Interest Income	797,729	994,574	250,000	1,694,500	1,200,000
70.01.3970.00	Miscellaneous	767,228	400,022	125,000	403,150	125,000
70.01.3980.00	Proceeds From Issuance Of Bonds	-	72,000,000	72,000,000	72,000,000	-
70.01.3985.00	Refund Of Expenditures	14,043	7,552	-	7,700	-
70.01.3995.00	Unrealized Gain On Investments	374,672	-	-	-	-
70.01.3999.01	Transfer In	-	-	50,700,000	-	50,700,000
70.01.3999.00	Transfer Out	(600,000)	-	-	-	-
	Subtotal	39,349,319	87,897,410	133,219,858	90,276,083	64,861,250
	Total Fund Revenues	39,349,319	87,897,410	133,219,858	90,276,083	64,861,250
	Unrestricted Cash Balance Forward (Beg. Fund Bal.)					84,501,586
	Less Contributed Capital					0
	Total Anticipated Funds Available					\$ 149,362,836
	Less Restricted: West Tank Impact					(642,000)
						148,720,836

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	Administrative Costs					
	Personnel Services					
70.12.4001.00	Salaries	85,800	68,838	109,900	109,900	66,000
70.12.4002.00	Overtime	354	379	500	500	500
70.12.4005.00	Compensated Absences	-	-	-	-	-
70.12.4010.00	Payroll Taxes	5,900	5,020	8,400	8,400	5,000
70.12.4020.00	Unemployment Taxes	-	-	1,000	1,000	800
70.12.4025.00	Workers Compensation	277	987	2,500	2,500	2,200
70.12.4030.00	Group Insurance	10,703	8,031	10,600	10,600	12,400
70.12.4035.00	Retirement Contribution	7,674	6,948	13,000	13,000	7,900
	Total Personnel Services	110,708	90,202	145,900	145,900	94,800
	New Personnel					
70.12.4001.00	Salaries					59,900
70.12.4002.00	Overtime					300
70.12.4010.00	Payroll Taxes					4,600
70.12.4020.00	Unemployment Taxes					1,000
70.12.4025.00	Workers Compensation					1,800
70.12.4030.00	Group Insurance					25,500
70.12.4035.00	Retirement Contribution					7,300
	Total New Personnel	-	-	-	-	100,400
	Contractual Services					
70.12.4110.00	Billing & Administrative	20,000	70,000	70,000	70,000	70,000
70.12.4135.00	Other Contractual Services	101,359	44,015	68,400	68,400	72,000
70.12.4140.00	Postage	14	1	800	800	850
70.12.4145.00	Printing & Advertising	11,474	11,211	17,000	17,000	18,000
70.12.4150.00	Professional Services	-	-	2,000	2,000	2,000
	Total Contractual Services	132,847	125,227	158,200	158,200	162,850
	Administrative Costs Total:	243,555	215,429	304,100	304,100	358,050

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	Operational Costs					
	<u>Personnel Services</u>					
70.90.4001.00	Salaries	408,843	340,472	482,500	482,500	512,800
70.90.4002.00	Overtime	23,444	18,526	25,800	25,750	22,000
70.90.4004.00	Compensatory Time	116	55	-	55	-
70.90.4005.00	Compensated Absences	6,693	-	8,000	20,000	15,000
70.90.4010.00	Payroll Taxes	30,762	25,576	38,900	38,900	40,200
70.90.4020.00	Unemployment Taxes	-	-	4,400	4,400	4,800
70.90.4025.00	Workers Compensation	2,692	9,533	17,000	17,000	18,000
70.90.4030.00	Group Insurance	74,401	60,328	63,600	63,600	91,200
70.90.4035.00	Retirement Contribution	39,147	37,104	58,300	58,300	61,600
70.90.4045.00	Cell Phone Allowance	313	438	300	600	300
	Total Personnel Services	586,411	492,031	698,800	711,105	765,900
	<u>New Personnel</u>					
70.90.4001.00	Salaries	-	-		-	120,000
70.90.4002.00	Overtime	-	-		-	2,000
70.90.4010.00	Payroll Taxes	-	-		-	9,300
70.90.4020.00	Unemployment Taxes	-	-		-	1,450
70.90.4025.00	Workers Compensation	-	-		-	3,300
70.90.4030.00	Group Insurance	-	-		-	42,400
70.90.4035.00	Retirement Contribution	-	-		-	14,500
70.90.4035.00	Cell Phone Allowance					150
	Total Personnel Services	-	-	-	-	193,100
	<u>Contractual Services</u>					
70.90.4122.00	Maintenance - Buildings	2,828	5,682	4,000	11,600	7,000
70.90.4125.00	Maintenance - Equipment	123,218	93,925	107,000	98,000	47,000
70.90.4127.00	Maintenance - Infrastructure	421,282	33,716	50,000	46,500	25,000
70.90.4130.00	Maintenance - Vehicles	3,986	1,210	7,500	3,000	5,500

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
70.90.4135.00	Other Contractual Services	87,323	96,409	156,000	120,000	178,000
70.90.4140.00	Postage	334	3,199	3,500	3,199	3,000
70.90.4145.00	Printing and Advertising	-	2,200	2,000	2,650	3,000
70.90.4150.00	Professional Services	216,195	218,513	210,000	350,000	220,000
72-92-4160-00	Rents	-	1,073	-	1,200	2,000
70.90.4170.00	Telephone & Internet	7,615	6,306	15,800	14,400	19,960
70.90.4180.00	Travel & Training	6,287	1,474	7,000	2,000	8,700
70.90.4190.00	Utilities	288,850	178,343	253,000	225,000	234,150
70.90.4195.00	Water Assessments	222,904	214,974	225,000	223,000	235,725
	Total Contractual Services	1,380,821	857,024	1,040,800	1,100,549	989,035
	Commodities					
70.90.4300.00	Chemicals	822,346	781,868	1,100,000	1,100,000	1,100,000
70.90.4310.00	Computers & Software	17,247	6,597	31,500	31,500	22,300
70.90.4330.00	Fuel & Lubricants	12,418	8,679	9,000	12,000	15,000
70.90.4380.00	Supplies - Buildings	-	210	1,000	1,000	2,500
70.90.4385.00	Supplies - General	4,703	3,697	4,000	4,000	4,000
70.90.4390.00	Supplies - Janitorial	298	-	1,000	500	500
70.90.4395.00	Supplies - Lab	25,512	7,921	21,450	15,000	16,850
70-90-4400-00	Supplies - Office		33		250	250
70.90.4410.00	Supplies - Operational	16,664	21,767	20,000	23,000	20,000
70.90.4420.00	Supplies - Safety	1,792	991	2,250	1,800	2,200
70.90.4430.00	Supplies - Training	2,626	1,438	1,500	1,500	1,500
70.90.4440.00	Supplies - Fleet	2,655	985	7,500	3,000	5,500
70.90.4460.00	Uniforms	2,129	3,047	3,750	3,750	4,500
70.90.4480.00	Water Meters	20,733	-	-	-	-
	Total Commodities	929,124	837,232	1,202,950	1,197,300	1,195,100
	Other Charges					
70.90.4515.00	Depreciation	552,358	622,860	994,200	994,200	1,200,000
70.90.4540.00	Insurance	63,930	85,044	77,300	88,050	137,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
70.90.4560.00	Memberships& Subscriptions	3,061	1,625	1,500	1,625	1,000
70.90.4570.00	Miscellaneous	17,505	83,081	200,000	150,000	300,000
	Total Other Charges	636,855	792,609	1,273,000	1,233,875	1,638,000
	Capital - \$5,000/item min.					
70-90-4810-00	Buildings	46,065	4,408,506	30,000,000	17,000,000	47,600,000
70.90.4830.00	Equipment	170,147	159,353	-	160,000	20,000
70.90.4840.00	Infrastructure	1,912,181	1,830,795	1,200,000	\$ 1,900,000	10,500,000
70.90.4860.00	Vehicles	25,734	-	-	-	80,000
70.90.4880.00	Water Shares	685,700	-	400,000	-	-
	Total Capital	2,839,827	6,398,654	31,600,000	19,060,000	58,200,000
	Debt Service					
70.90.4950.00	Principal	-	-	-	390,000	1,485,000
72.90.4950.00	Interest	-	-	-	877,497	3,305,750
70.90.4995.00	Cost of Issuance	-	612,165	1,800,000	1,800,000	-
	Total Debt Service	-	612,165	1,800,000	3,067,497	4,790,750
	Operations Total:	6,373,037	9,989,714	37,615,550	26,370,326	67,771,885
	Water - C&D					
	Personnel Services					
70-92-4001-00	Salaries	203,826	185,987	320,900	294,050	333,600
70-92-4002-00	Overtime	15,851	10,972	17,500	17,500	16,000
70-92-4004-00	Compensatory Time	746	744	-	950	-
70-92-4005-00	Compensated Absences	-	-	3,500	1,000	5,000
70-92-4010-00	Payroll Taxes	15,898	14,304	24,900	23,000	25,600
70-92-4020-00	Unemployment Taxes	-	-	3,000	2,500	3,000
70-92-4025-00	Workers Compensation	2,807	11,677	7,400	16,000	16,700
70-92-4030-00	Group Insurance	36,296	31,844	49,200	47,000	35,100
70-92-4035-00	Retirement Contribution	15,474	20,640	38,450	30,000	41,200

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	Total Personnel Services	290,897	276,165	464,850	432,000	476,200
	<u>New Personnel</u>					
70-92-4001.00	Salaries					60,000
70-92-4002.00	Overtime					1,000
70-92-4010.00	Payroll Taxes					4,800
70-92-4020.00	Unemployment Taxes					600
70-92-4025.00	Workers Compensation					1,800
70-92-4030.00	Group Insurance					28,200
70-92-4035.00	Retirement Contribution					7,400
	Total Personnel Services	-	-	-	-	103,800
	<u>Contractual Services</u>					
70-92-4122-00	Maintenance - Buildings	-	-	-	-	2,000
70-92-4125-00	Maintenance - Equipment	47,196	39,491	85,000	80,000	59,000
70-92-4127-00	Maintenance - Infrastructure	84,698	56,676	100,000	100,000	100,000
70-92-4130-00	Maintenance - Vehicles	7,470	549	6,000	2,000	6,000
70-92-4135-00	Other Contractual Services	8,238	11,631	14,000	16,500	19,710
70.90.4140.00	Postage	-	141	-	150	1,500
70.90.4145.00	Printing and Advertising	-	-	-	-	1,500
70-92-4150-00	Professional Services	-	316	-	500	10,500
	Total Contractual Services	147,602	108,806	205,000	199,150	200,210
	<u>Commodities</u>					
70-92-4170-00	Telephone & Internet	3,322	4,715	4,800	5,000	16,900
70-92-4180-00	Travel & Training	6,393	3,829	7,500	4,000	7,500
70-92-4190-00	Utilities	-	3,795	-	13,000	16,275
70-92-4300-00	Chemicals	-	-	-	600	1,000
70-92-4310-00	Computers And Software	13,994	39,743	52,000	52,000	28,900
70-92-4330-00	Fuel And Lubricants	-	-	9,000	-	-
70-92-4340-00	Hydrants	28,615	4,784	50,000	25,000	35,000

Water Fund

Exhibit A

Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
70-92-4385-00	Supplies - General	4,589	11,037	4,000	12,000	5,000
70-92-4395-00	Supplies - Lab	4,939	654	2,000	1,500	1,500
70-92-4410-00	Supplies - Operational	32,164	42,286	30,000	47,200	30,000
70-92-4420-00	Supplies - Safety	4,902	1,590	3,000	1,800	1,500
70-92-4430-00	Supplies - Training	2,428	652	1,300	1,200	1,000
70-92-4440-00	Supplies - Vehicles	924	4,882	6,000	6,000	6,000
70-92-4460-00	Uniforms	1,650	3,470	3,000	3,500	3,000
70-92-4480-00	Water Meters	218,475	316,427	320,000	320,000	350,000
	Total Commodities	322,395	437,863	492,600	492,800	503,575
	<u>Other Charges</u>					
70-92-4560-00	Memberships & Subscriptions	916	247	1,500	1,000	1,000
70-92-4570-00	Miscellaneous	6,097	31,519	150	31,500	10,000
	Total Other Charges	7,013	31,766	1,650	32,500	11,000
	<u>Capital - \$5,000/Item Min.</u>					
70-92-4830-00	Capital - Equipment	5,117	68,525	65,000	68,525	79,000
70-92-4840-00	Capital - Infrastructure	1,388,724	280,742	5,700,000	1,200,000	4,500,000
70-92-4860-00	Capital - Vehicles	-	125,749	112,500	125,749	100,000
70-92-4880-00	Capital - Water Shares	-	-	-		
	Total Capital	1,393,841	475,016	5,877,500	1,394,274	4,679,000
	Total C&D	2,161,748	1,329,616	7,041,600	2,550,724	5,973,785
	Total Budget Request	8,778,340	11,534,760	44,961,250	29,225,150	74,103,720

TOWN OF JOHNSTOWN

ANNUAL BUDGET

FY 2025

SEWER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
SF Operations	933,500	1,018,500	301,300	1,536,500	3,789,800	23,610,000	2,769,900	30,169,700
SF C&D	300,400	385,800	51,100	11,000	748,300	2,204,000	-	2,952,300
Totals	\$ 1,233,900	\$ 1,404,300	\$ 352,400	\$ 1,547,500	\$ 4,538,100	\$ 25,814,000	\$ 2,769,900	\$ 33,122,000
Total Cash Available								\$ 49,436,545
Ending Fund Balance								\$ 16,314,545
% of Total Budget	3.73%	4.24%	1.06%	4.67%	13.70%	77.94%	8.36%	100.00%

Sewer Fund

Exhibit A
Item #12.

		<u>2023</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2025</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>SEWER FUND REVENUES</u>			<u>Actuals</u>	<u>Budget</u>		
72.01.3775.00	Sewer - Regional Impact Fee	2,564,500	2,094,200	1,345,000	2,605,000	1,045,000
72.01.3870.00	Sewer Charges	3,385,665	3,138,842	3,795,000	3,795,000	4,364,250
72.01.3880.00	Sewer Tap Fees	2,743,144	4,429,648	2,793,775	4,475,000	2,803,213
72.01.3885.00	Sewer Inspection Fee	12,000	42,900	-	43,500	12,000
72.01.3960.00	Interest	3,161,969	2,569,156	500,000	2,625,000	1,300,000
72.01.3970.00	Miscellaneous	47,697	7,951	25,000	25,000	25,000
72.01.3995.00	Unrealized Gain On Investments	250,137	-	-	-	-
72.01.3999.00	Transfers In	49,400,000	-	-	-	-
72.01.3999.00	Transfers Out	-	-	-	(3,000,000)	(1,000,000)
Subtotal		<u>61,565,112</u>	<u>12,282,698</u>	<u>8,458,775</u>	<u>10,568,500</u>	<u>8,549,463</u>
Total Fund Revenues		<u>61,565,112</u>	<u>12,282,698</u>	<u>8,458,775</u>	<u>10,568,500</u>	<u>8,549,463</u>
Unrestricted Cash Balance Forward (Beg. Fund Bal.)						40,887,082
Total Anticipated Funds Available						<u>49,436,545</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
Administrative Costs						
	Personnel Services					
72.12.4001.00	Salaries	85,041	68,836	109,900	102,000	51,600
72.12.4002.00	Overtime	354	378	500	500	500
72.12.4010.00	Payroll Taxes	5,842	5,019	8,400	8,400	4,000
72.12.4020.00	Unemployment Taxes	-	-	1,000	1,000	700
72.12.4025.00	Workers Compensation	277	986	2,500	1,500	2,100
72.12.4030.00	Group Insurance	10,703	8,030	10,600	10,600	12,400
72.12.4035.00	Retirement Contribution	7,674	6,947	13,000	10,000	6,200
	Total Personnel Services	109,891	90,198	145,900	134,000	77,500
	New Personnel					
72.12.4001.00	Salaries					23,500
72.12.4002.00	Overtime					300
72.12.4010.00	Payroll Taxes					1,800
72.12.4020.00	Unemployment Taxes					300
72.12.4025.00	Workers Compensation					900
72.12.4030.00	Group Insurance					11,300
72.12.4035.00	Retirement Contribution					2,800
	Total New Personnel	-	-	-	-	40,900
	Contractual Services					
72.12.4110.00	Billing & Administrative	20,000	60,000	60,000	60,000	60,000
72.12.4135.00	Other Contractual Services	85,301	42,310	68,400	66,000	69,000
72.12.4140.00	Postage	12	-	800	800	1,000
72.12.4145.00	Printing & Advertising	11,474	11,211	17,000	15,000	18,500
	Total Contractual Services	116,787	113,521	146,200	141,800	148,500
	Total Administrative Costs	226,678	203,719	292,100	275,800	266,900
Operational Costs						

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Personnel Services</u>					
72.90.4001.00	Salaries	370,504	320,516	463,200	463,200	474,800
72.90.4002.00	Overtime	20,943	15,919	24,300	24,300	20,000
72.90.4004.00	Compensatory Time	39	166	-	250	1,000
72.90.4005.00	Compensated Absences	5,397	-	8,000	8,000	7,500
72.90.4010.00	Payroll Taxes	27,260	23,837	37,300	35,000	36,500
72.90.4020.00	Unemployment Taxes	-	-	4,300	4,300	4,450
72.90.4025.00	Workers Compensation	(1,890)	7,881	21,000	17,000	18,100
72.90.4030.00	Group Insurance	72,418	64,119	84,600	84,600	100,300
72.90.4035.00	Retirement Contribution	32,352	32,293	57,400	50,000	57,900
72.90.4045.00	Cell Phone Allowance	244	219	1,200	300	300
	Total Personnel Services	527,266	464,948	701,300	686,950	720,850
	<u>New Personnel</u>					
72.90.4001.00	Salaries	-	-	-	-	64,000
72.90.4002.00	Overtime	-	-	-	-	-
72.90.4010.00	Payroll Taxes	-	-	-	-	4,900
72.90.4020.00	Unemployment Taxes	-	-	-	-	800
72.90.4025.00	Workers Compensation	-	-	-	-	2,500
72.90.4030.00	Group Insurance	-	-	-	-	14,200
72.90.4035.00	Retirement Contribution	-	-	-	-	7,700
72.90.4045.00	Cell Phone Allowance	-	-	-	-	150
	Total New Personnel	-	-	-	-	94,250
	<u>Contractual Services</u>					
72.90.4122.00	Maintenance - Buildings	838	5,067	4,000	5,200	8,500
72.90.4125.00	Maintenance - Equipment	88,502	15,716	47,000	17,000	41,000
72.90.4127.00	Maintenance - Infrastructure	32,689	5,700	70,000	30,000	60,000
72.90.4130.00	Maintenance - Vehicles	4,123	1,060	6,500	2,000	8,000
72.90.4135.00	Other Contractual Services	233,884	91,388	202,450	140,000	186,800
72.90.4140.00	Postage	-	-	1,000	500	500

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
72.90.4145.00	Printing & Advertising	-	-	1,000	500	500
72.90.4150.00	Professional Services	13,258	39	10,000	500	10,500
72.90.4160.00	Rents	-	427	5,000	500	5,000
72.90.4170.00	Telephone & Internet	8,598	8,687	25,400	15,000	28,800
72.90.4180.00	Travel & Training	4,376	1,850	7,000	3,000	8,000
72.90.4190.00	Utilities	425,497	344,429	507,500	480,000	512,400
	Total Contractual Services	811,765	474,363	886,850	694,200	870,000
	<u>Commodities</u>					
72.90.4300.00	Chemicals	255,363	165,364	260,000	210,000	220,500
72.90.4310.00	Computers & Software	11,659	5,270	20,000	20,000	16,550
72.90.4330.00	Fuel & Lubricants	11,227	8,029	10,000	10,000	10,000
72.90.4380.00	Supplies - Buildings	212	483	2,500	2,500	500
72.90.4385.00	Supplies - General	3,146	1,249	3,000	3,000	3,000
72.90.4390.00	Supplies - Janitorial	305	70	1,500	500	1,000
72.90.4395.00	Supplies - Lab	4,322	5,983	8,000	10,000	13,500
72.90.4400.00	Supplies - Office	379	513	1,500	600	500
72.90.4410.00	Supplies - Operational	17,793	10,030	15,000	15,000	15,000
72.90.4420.00	Supplies - Safety	996	3,428	5,000	4,000	8,500
72.90.4430.00	Supplies - Training	2,785	1,670	1,500	1,800	1,000
72.90.4440.00	Supplies - Fleet	4,148	2,427	7,000	4,000	7,500
72.90.4460.00	Uniforms	685	3,412	3,750	3,750	3,750
	Total Commodities	313,019	207,929	338,750	285,150	301,300
	<u>Other Charges</u>					
72.90.4515.00	Depreciation	629,721	987,186	1,125,300	1,316,700	1,400,000
72.90.4540.00	Insurance	61,371	94,874	76,000	100,000	135,000
72.90.4560.00	Memberships & Subscriptions	1,492	413	1,500	1,500	1,000
72.90.4570.00	Miscellaneous	5,794	675	-	500	500
	Total Other Charges	698,378	1,083,148	1,202,800	1,418,700	1,536,500

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Capital - \$5,000/item min.</u>					
72.90.4810.00	Buildings	21,524,569	12,098,142	28,500,000	22,000,000	23,500,000
72.90.4830.00	Equipment	12,757	41,037	40,000	41,500	110,000
72.90.4860.00	Vehicles	-	-	45,000	35,000	-
	Total Capital	21,537,326	12,139,179	28,585,000	22,076,500	23,610,000
	<u>Debt Service</u>					
72.90.4900.00	Principal	810,000	-	855,000	855,000	900,000
72.90.4950.00	Interest	1,953,150	956,325	1,912,650	1,912,650	1,869,900
	Total Debt Service	2,763,150	956,325	2,767,650	2,767,650	2,769,900
	Total Operations	26,650,905	15,325,892	34,482,350	27,929,150	29,902,800
C&D						
	<u>Personnel Services</u>					
72-92-4001-00	Salaries	109,732	113,758	193,100	193,100	209,800
72-92-4002-00	Overtime	7,723	6,441	7,500	7,500	8,000
72-92-4005-00	Compensated Absences	-	-	3,000	3,000	3,500
72-92-4010-00	Payroll Taxes	8,920	8,711	14,700	14,700	16,300
72-92-4020-00	Unemployment Taxes	-	-	2,600	2,600	2,700
72-92-4025-00	Workers Compensation	5,604	7,578	4,600	10,500	11,500
72-92-4030-00	Group Insurance	20,092	17,137	29,600	29,600	23,100
72-92-4035-00	Retirement Contribution	9,784	12,890	23,750	23,750	25,500
	Total Personnel Services	161,853	166,516	278,850	284,750	300,400
	<u>Contractual Services</u>					
72-92-4122-00	Maintenance - Buildings	-	-	-	-	2,000
72-92-4125-00	Maintenance - Equipment	1,407	1,972	5,000	3,500	4,000
72-92-4127-00	Maintenance - Infrastructure	98,254	19,941	75,000	560,000	75,000
72-92-4130-00	Maintenance - Vehicles	8,526	549	4,750	2,000	6,000
72-92-4135-00	Other Contractual Services	90,330	36,947	181,000	170,000	188,500

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
72-92-4140-00	Postage	-	457	-	500	1,500
72-92-4145-00	Printing & Advertising	-	200	-	500	1,500
72-92-4150-00	Professional Services	219	46	10,000	28,900	20,500
72-92-4170-00	Telephone & Internet	1,781	3,095	4,400	4,400	15,300
72-92-4180-00	Travel & Training	6,419	2,154	7,500	3,500	7,500
72-92-4190-00	Utilities	-	3,732		27,000	64,000
	Total Contractual Services	206,935	69,092	287,650	800,300	385,800
	Commodities					
72-92-4310-00	Computers And Software	3,744	5,085	6,000	8,400	11,100
72-92-4330-00	Fuel & Lubricants	-	-	9,000	-	-
72-92-4380-00	Supplies - Building	-	-	-	-	1,000
72-92-4385-00	Supplies - General	2,239	11,151	7,000	12,000	7,000
72-92-4400-00	Supplies - Office	-	68	-	80	-
72-92-4410-00	Supplies - Operational	10,545	18,581	20,000	20,000	20,000
72-92-4420-00	Supplies - Safety	4,886	1,590	3,000	2,000	2,000
72-92-4430-00	Supplies - Training	1,865	621	1,300	1,300	1,000
72-92-4440-00	Supplies - Vehicles	1,016	4,936	4,750	6,000	6,000
72-92-4460-00	Uniforms	1,650	3,123	3,000	3,500	3,000
	Total Commodities	25,945	45,154	54,050	53,280	51,100
	Other Charges					
72-92-4560-00	Memberships & Subscriptions	818	1,075	1,490	1,490	1,000
72-92-4570-00	Miscellaneous	1,046	131	-	500	10,000
	Total Other Charges	1,864	1,206	1,490	1,990	11,000
	Capital - \$5,000/Item Min.					
72-92-4830-00	Equipment	5,151	24,078	25,000	25,000	4,000
72-92-4840-00	Infrastructure	11,227,199	3,759,067	13,000,000	7,000,000	2,100,000
72-92-4860-00	Vehicles	-	125,748	112,500	125,748	100,000
	Total Capital	11,232,350	3,908,893	13,137,500	7,150,748	2,204,000

<u>Acct.</u> <u>No.</u>	<u>Account Title</u>	<u>2023</u> <u>Actuals</u>	<u>2024</u> <u>Jan - Sept</u> <u>Actuals</u>	<u>2024</u> <u>Adopted</u> <u>Budget</u>	<u>2024</u> <u>Estimated</u>	<u>2025</u> <u>Proposed</u>
	Total C&D	11,628,947	4,190,861	13,759,540	8,291,068	2,952,300
	Total Budget Request	38,506,530	19,720,472	48,533,990	36,496,018	33,122,000

TOWN OF JOHNSTOWN

ANNUAL BUDGET

FY 2025

DRAINAGE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Drainage Fund	217,850	527,200	15,200	84,200	844,450	1,254,200	-	2,098,650
Totals	\$ 217,850	\$ 527,200	\$ 15,200	\$ 84,200	\$ 844,450	\$ 1,254,200	\$ -	\$ 2,098,650

Total Cash Available

\$ 5,344,021

Ending Fund Balance

\$ 3,245,371

% of Total Budget	10.38%	25.12%	0.72%	4.01%	40.24%	59.76%	0.00%	100.00%
-------------------	--------	--------	-------	-------	--------	--------	-------	---------

Drainage Fund

Exhibit A

Item #12.

		<u>2023</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2025</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>DRAINAGE FUND REVENUES</u>			<u>Actuals</u>	<u>Budget</u>		
74.01.3780.00	Drainage Impact Fee	157,540	600,433	220,000	604,000	250,000
74.01.3860.00	Drainage Charges	531,028	428,954	525,000	550,000	560,000
74.01.3960.00	Interest	106,694	87,378	40,000	94,350	25,000
74.01.3970.00	Miscellaneous	-	27,258	457,560	228,780	228,780
74.01.3985.00	Refund Of Expenditures	-	-	-		
74.01.3995.00	Unrealized Gain On Investments	59,746	-	-		
74.01.3999.00	Transfers	(250,000)	-	-		
Subtotal		605,008	1,144,023	1,242,560	1,477,130	1,063,780
Total Fund Revenues		605,008	1,144,023	1,242,560	1,477,130	1,063,780
Unrestricted Cash Balance Forward (Beg. Fund Bal.)						4,280,241
Total Anticipated Funds Available						5,344,021

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
<u>Administrative Costs</u>						
	<u>Personnel Services</u>					
74.12.4001.00	Salaries	66,911	54,587	87,600	87,600	19,000
74.12.4002.00	Overtime	203	227	500	500	200
74.12.4010.00	Payroll Taxes	4,588	3,963	6,700	6,700	1,550
74.12.4020.00	Unemployment Taxes	-	-	1,300	1,300	600
74.12.4025.00	Workers Compensation	231	838	1,000	1,000	800
74.12.4030.00	Group Insurance	9,400	7,052	9,400	9,400	1,300
74.12.4035.00	Retirement Contribution	6,183	5,643	10,400	10,400	2,300
	Total Personnel Services	87,517	72,309	116,900	116,900	25,750
	<u>New Personnel</u>					
74.12.4001.00	Salaries	-	-	-	-	11,600
74.12.4010.00	Payroll Taxes	-	-	-	-	900
74.12.4020.00	Unemployment Taxes	-	-	-	-	200
74.12.4025.00	Workers Compensation	-	-	-	-	800
74.12.4030.00	Group Insurance	-	-	-	-	5,700
74.12.4035.00	Retirement Contribution	-	-	-	-	1,400
	Total New Personnel	-	-	-	-	20,600
	<u>Contractual Services</u>					
74.12.4110.00	Billing & Administrative	10,000	10,000	10,000	10,000	10,000
74.12.4135.00	Other Contractual Services	28,934	22,252	26,390	26,390	28,000
74.12.4140.00	Postage	5	-	500	500	700
74.12.4145.00	Printing & Advertising	7,649	7,474	10,600	10,600	11,500
	Total Contractual Services	46,589	39,726	47,490	47,490	50,200
	Total Administrative Costs	134,106	112,035	164,390	164,390	96,550
<u>Operational Costs</u>						

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Personnel Services</u>					
74.90.4001.00	Salaries	77,142	68,229	159,300	139,850	110,400
74.90.4002.00	Overtime	4,690	4,125	10,900	9,900	8,000
74.90.4004.00	Compensatory Time	374	626		700	1,000
74.90.4005.00	Compensated Absences	2,149	-	5,000	5,000	5,000
74.90.4010.00	Payroll Taxes	5,951	5,335	12,900	11,400	8,600
74.90.4020.00	Unemployment Taxes	-	-	3,350	3,175	2,900
74.90.4025.00	Workers Compensation	956	3,857	10,250	9,250	9,300
74.90.4030.00	Group Insurance	9,903	7,177	31,100	26,500	13,000
74.90.4035.00	Retirement Contribution	7,590	7,664	20,200	17,900	13,300
	Total Personnel Services	108,754	97,012	253,000	223,675	171,500
	<u>Contractual Services</u>					
74.90.4125.00	Maintenance - Equipment	2,177	-	-	-	-
74.90.4127.00	Maintenance - Infrastructure	64,403	28,530	300,000	75,000	300,000
74.90.4130.00	Maintenance - Fleet	-	-	1,500	1,500	5,000
74.90.4135.00	Other Contractual Services	-	6,428	500,000	25,000	101,000
74.90.4150.00	Professional Services	11,270	13,205	47,000	257,000	67,000
74.90.4180.00	Travel & Training	608	2,900	4,000	3,500	4,000
	Total Contractual Services	78,457	51,063	852,500	362,000	477,000
	<u>Commodities</u>					
74.90.4310.00	Computers & Software	2,720	2,575	19,600	6,500	3,200
74.90.4330.00	Fuel & Lubricants	3,743	2,676	6,000	6,000	5,000
74.90.4385.00	Supplies - General	321	-	1,000	1,000	1,000
74.90.4410.00	Supplies - Operational	201	62	3,000	3,000	3,000
74.90.4430.00	Supplies - Training	-	-	5,000	-	-
74.90.4440.00	Supplies - Fleet	-	389	5,000	1,500	1,500
74.90.4460.00	Uniforms	2,322	250	4,000	2,000	1,500
	Total Commodities	9,307	5,952	43,600	20,000	15,200

Drainage Fund

Exhibit A

Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Other Charges</u>					
74.90.4515.00	Depreciation	41,676	39,753	53,000	53,000	53,000
74.90.4540.00	Insurance	2,156	1,946	3,000	3,000	26,200
74.90.4560.00	Memberships & Subscriptions	-	-	3,000	-	-
74.90.4570.00	Miscellaneous	-	-	5,000	5,000	5,000
	Total Other Charges	43,832	41,699	64,000	61,000	84,200
	<u>Capital - \$5,000/item min.</u>					
74.90.4840.00	Infrastructure	39,308	432,284	1,038,400	750,000	1,254,200
	Total Capital	39,308	432,284	1,038,400	750,000	1,254,200
	Operational Costs	279,658	628,011	2,251,500	1,416,675	2,002,100
	Total Budget Request	413,764	740,046	2,415,890	1,581,065	2,098,650

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2025

CEMETERY PERPETUAL EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Cemetery Fund	-	-	-	-	-	-	-	-
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Cash Available

\$221,630

Ending Fund Balance

\$221,630

% of Total Budget

0.00%0.00%0.00%0.00%0.00%0.00%0.00%0.00%

Cemetery Perpetual Fund

		<u>2023</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2025</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
			<u>Actuals</u>	<u>Budget</u>		
<u>CEMETERY PERPETUAL FUND REVENUES</u>						
80.01.3940.00	Cemetery Lot Purchase	11,273	8,389	12,560	12,560	12,560
80.01.3960.00	Interest Income	6,250	5,109	3,600	6,550	3,750
	Subtotal	17,522	13,498	16,160	19,110	16,310
Total Fund Revenues		17,522	13,498	16,160	19,110	16,310
Unrestricted Cash Balance Forward (Beg. Fund Bal.)						205,320
Total Anticipated Funds Available						221,630

Cemetery Perpetual Fund

Exhibit A

Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Contractual Services</u>					
80.90.4150.00	Professional Services	-	-	-		
	Total Contractual Services	-	-	-	-	-
	<u>Other Charges</u>					
80.90.4570.00	Miscellaneous	-	-	-		
	Total Other Charges	-	-	-	-	-
	<u>Transfers</u>					
80.90.4999.00	Transfers Out	-	-	-		
	Total Trasfers Out	-	-	-	-	-
	<u>Capital - \$5,000/item min.</u>					
80.90.4840.00	Infrastructure	-	-	-		
	Total Capital	-	-	-	-	-
	Total Budget Request	-	-	-	-	-

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2025

LIBRARY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Library Fund	1,150,000	367,000	217,500	224,500	1,959,000	2,200,000	-	4,159,000
Totals	\$ 1,150,000	\$ 367,000	\$ 217,500	\$ 224,500	\$ 1,959,000	\$ 2,200,000	\$ -	\$ 4,159,000
Total Cash Available								\$ 18,018,999
Ending Fund Balance								\$ 13,859,999
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Library Fund

Exhibit A
Item #12.

		<u>2023</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2025</u>
		<u>Actuals</u>	<u>Jan - June</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>LIBRARY FUND</u>			<u>Actuals</u>	<u>Budget</u>		
92.01.3730.00	Library Facilities Fee	811,820	387,927	373,950	390,500	373,950
92.01.3953.00	Donation	3,505	350	3,500	3,500	3,500
92.01.3960.00	Interest Income	368,720	162,081	500,000	473,000	500,000
92.01.3970.00	Miscellaneous	9,360	885	10,000	10,000	10,000
92.01.3420.00	Weld Library Dist.	827,941	175,802	1,292,842	1,292,842	1,375,300
92.01.3985.00	Refund of Expenditures	1,141	0		-	-
92.01.3999.00	Transfers In - TOJ	1,622,683	744,009	2,491,362	2,491,362	2,023,124
92.01.3999.00	Transfers Out - TOJ	-78,498	-24,025	(186,975)	-	(200,000)
Subtotal		3,566,672	1,447,028	4,484,679	4,661,204	4,085,874
Total Fund Revenues		3,566,672	1,447,028	4,484,679	4,661,204	4,085,874
Unrestricted Cash Balance Forward (Beg. Fund Bal.)						13,933,125
Total Anticipated Funds Available						\$ 18,018,999

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - June Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Personnel Services</u>					
92.90.4001.00	Salaries	435,666	246,552	862,500	690,000	1,150,000
92.90.4002.00	Overtime	545	846	-	-	-
92.90.4010.00	Payroll Taxes	32,063	18,123	-	-	-
92.90.4020.00	Unemployment Taxes	-	-	-	-	-
92.90.4025.00	Workers Compensation	(853)	283	-	-	-
92.90.4030.00	Group Insurance	36,242	26,056	-	-	-
92.90.4035.00	Retirement Contribution	23,280	13,808	-	-	-
	Total Personnel Services	526,943	305,667	862,500	690,000	1,150,000
	<u>Contractual Services</u>					
92.90.4122.00	Maintenance - Buildings	249,896	129,193	795,000	420,000	220,000
92.90.4145.00	Printing & Advertising	18,104	16,749	32,000	41,500	60,000
92.90.4150.00	Professional Services	-	-	10,000	5,000	10,000
92.90.4170.00	Telephone & Internet	7,006	2,253	10,000	7,000	12,000
92.90.4180.00	Travel & Training	1,499	-	5,000	3,000	5,000
92.90.4190.00	Utilities	41,456	13,798	50,000	40,000	60,000
	Total Contractual Services	317,960	161,994	902,000	516,500	367,000
	<u>Commodities</u>					
92.90.4310.00	Computers & Software	-	-	5,000	-	5,000
92.90.4385.00	Supplies - General	5,929	2,350	12,000	7,000	15,000
92.90.4390.00	Supplies - Janitorial	1,573	266	3,000	2,000	5,000
92.90.4400.00	Supplies - Office	-	-	-	-	-
92.90.4410.00	Supplies - Operational	78,738	18,106	155,000	62,500	192,500
	Total Commodities	86,239	20,721	175,000	71,500	217,500

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - June Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Other Charges</u>					
92.90.4540.00	Insurance	-	-	-	-	-
92.90.4560.00	Memberships & Subscriptions	134	95	2,500	500	2,500
92.90.4570.00	Miscellaneous	58,131	9,222	219,500	60,000	222,000
	Total Other Charges	58,265	9,317	222,000	60,500	224,500
	<u>Capital - \$5,000/item min.</u>					
92.90.4810.00	Buildings	127,324	-	-	-	2,200,000
	Total Capital	127,324	-	-	-	2,200,000
	Total Budget Request	1,116,731	497,699	2,161,500	1,338,500	4,159,000

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2025

RECREATION CENTER FUND SUMMARY

	Personnel ServicesContract ServicesCommodityOther Charges				Total Operating Costs	Capital OutlayDebt Service		Total
Rec Center Fund	-	505,000	-	-	505,000	-	-	505,000
Totals	\$ -	\$ 505,000	\$ -	\$ -	\$ 505,000	\$ -	\$ -	\$ 505,000
Total Cash Available								\$ 505,000
Ending Fund Balance								\$ -
% of Total Budget	0.00%	100.00%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%

Recreation Center Fund

		<u>2023</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2025</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>RECREATION CENTER FUND REVENUES</u>			<u>Actuals</u>	<u>Budget</u>		
96.01.3420.00	State Grant	10,700	-	-		
96.01.3999.00	Transfer In	329,929	503,000	503,000	530,967	505,000
	Subtotal	340,629	503,000	503,000	530,967	505,000
	Total Fund Revenues	340,629	503,000	503,000	530,967	505,000
	Unrestricted Cash Balance Forward (Beg. Fund Bal.)					-
	Total Anticipated Funds Available					505,000

Recreation Center Fund

Exhibit A

Item #12.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2023 Actuals</u>	<u>2024 Jan - Sept Actuals</u>	<u>2024 Adopted Budget</u>	<u>2024 Estimated</u>	<u>2025 Proposed</u>
	<u>Contractual Services</u>					
96.90.4122.00	Maintenance - Building	2,844	51,554	-	51,554	-
96.90.4135.00	Other Contractual Services	736,937	193,999	500,000	503,000	505,000
96.90.4540.00	Insurance	-	-	-	-	-
96.90.4570.00	Miscellaneous	-	-	3,000	-	-
		739,781	245,553	503,000	554,554	505,000
	Total Budget Request	739,781	245,553	503,000	554,554	505,000

Town of Johnstown 2025 Amended Proposed Budget Changes

General Fund – There has been an increase in fund balance of \$64,805. The changes are detailed as follows:

Description	Impact
Revenues – 2024 year-end projections increased (royalties, licenses, impact fees, property tax, use tax, lodging tax, and \$50.7M transfer to water fund moved to 2025)	\$ 50,780,315
Expenses – 2024 year-end projections increased (misc.)	(15,510)
Revenues – 2025 decreased – \$50.7M transfer to water fund moved from 2024 to 2025	(50,700,000)

Conservation Trust – There has been an increase in fund balance of \$600 due to increased revenues in 2024.

Arts & Culture Fund – There has been an increase in fund balance of \$90,000 due to increased revenues in 2024.

Parks & Open Space – There has been an increase in fund balance of \$83,719. The changes are detailed as follows:

Description	Impact
Revenues – 2024 year-end projections increased (grants, cemetery lots, and interest)	\$ 116,059
Expenses – 2024 year-end projections increased	(32,340)

Street & Alley – There has been an increase in fund balance of \$674,109. The changes are detailed as follows:

Description	Impact
Revenues – 2024 year-end projections increased (taxes, road & bridge, permits)	\$ 629,709
Expenses – 2024 year-end projections decreased	44,400

Capital Projects – There has been an increase in fund balance of \$175,000.

Description	Impact
Revenues – 2024 year-end projections increased	\$ 225,000
Revenues – 2025 decreased - \$50K transfer for use tax to Tax Allocation Fund	(50,000)

Tax Allocation – There have been no changes.

Water Fund – There has been an increase in fund balance of \$4,133,672. The changes are detailed as follows:

Description	Impact
Fund Balance – Restricted funds of \$642K have been included in ending Fund Balance	\$ 642,000
Revenues – 2024 year-end projections decreased (\$50.7M transfer from General Fund was moved to 2025, \$1.87M increase in water sales revenue, \$846K increase in impact fee revenues, \$894,500 increase in interest revenues, and misc.)	(46,922,632)
Expenses – 2024 year-end projections increased (capital equipment and misc.)	(210,696)
Revenues – 2025 increased – \$50.7M transfer from General Fund was added	50,700,000
Expenses – 2025 increased – \$75K for DAF infrastructure	(75,000)

Sewer Fund – There has been an increase in fund balance of \$2,993,072. The changes are detailed as follows:

Description	Impact
Revenues – 2024 year-end projections increased (tap fees, inspection fee, and interest)	\$ 2,013,500

Exhibit B

Item #12.

Town of Johnstown 2025 Amended Proposed Budget Changes

Expenses – 2024 year-end projections increased	(20,428)
Revenues – 2025 increased – interest increased \$1M	1,000,000

Drainage – There has been an increase in fund balance of \$64,650. The changes are detailed as follows:

Description	Impact
Revenues – 2024 year-end projections increased (impact fees and interest)	\$ 68,350
Expenses – 2024 year-end projections increased	(3,700)

Cemetery Perpetual – There has been an increase in fund balance of \$2,800 due to increased revenue projections for 2024.

Library Fund – There has been a decrease in fund balance of \$3,245,200 due to the addition of the 2025 Revenue and Expenditures to the budget document.

Recreation Center – There has been a decrease in fund balance of 23,587. The changes are detailed as follows:

Description	Impact
Revenues – 2024 year-end projections increased (transfer in from GF)	\$ 27,967
Expenses – 2024 year-end projections increased (building maintenance)	(51,554)

Dept.		Capital Request	Category	Fund	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031 Projected	2032 Projected	2033 Projected	2034 Projected	Total
Admin	Networks & IT		Maintenance	General	50,000	20,000	20,000	20,000	75,000	25,000	25,000	55,000	60,000	50,000	400,000
Admin	Town Hall Vehicle		Equipment	General		32,000				34,000			39,000		105,000
Admin	Financial software		Enhancement	General				150,000							150,000
Admin	Events van with wrap		Equipment	General							40,000				40,000
Admin	Pond Improvements		Land	General	2,500,000										2,500,000
Planning	Comp Plan updates		Planning	General		60,000				60,000				60,000	180,000
Planning	Scoping for transportation plan		Planning	General	10,000										10,000
Planning	Land Use Code audit and revisions		Planning	General	35,000		50,000					80,000			165,000
Planning	Housing Needs Assessment & Strategy Plan		Planning	General						40,000					40,000
Police	Police vehicles - 8 cars per year		Equipment	General	680,000	727,650	764,033	802,234	842,346	884,463	928,686	975,121	1,014,126	1,054,691	8,673,350
Police	PD expansion		Enhancement	General	2,998,000										2,998,000
Eng	Work trucks		Equipment	General				55,000	112,000					55,000	222,000
PW	New PW/Utility Building		Enhancement	General			2,500,000	14,000,000	14,000,000						30,500,000
PW	Development Services Bldg. - Design		New Infrastructure	General	100,000										100,000
PW	Development Services Bldg.		New Infrastructure	General	4,200,000										4,200,000
PW	Senior Center Design & Construction		New Infrastructure	General	500,000	4,000,000									4,500,000
PW	Lift for PW Bldg		Equipment	General	25,000										25,000
PW	Aerial photography		Maintenance	General		35,000			35,000			40,000			110,000
General Fund Totals:					11,098,000	4,874,650	3,334,033	15,027,234	15,064,346	1,043,463	993,686	1,150,121	1,113,126	1,219,691	54,918,350
Police	Land purchase for expansion		New Infrastructure	Capital Projects		1,500,000									1,500,000
Police	New Police department		New Infrastructure	Capital Projects						5,600,000			28,000,000	28,000,000	61,600,000
Planning	Park Development		New Infrastructure	Capital Projects	3,000,000										3,000,000
PW	Alley carryover - Downtwon		Enhancement	Capital Projects	2,000,000										2,000,000
Admin	EV charging stations		Enhancement	Capital Projects	25,000		50,000								75,000
Admin	LED Signs		Enhancement	Capital Projects	200,000										200,000
Admin	Historic Improvements		Enhancement	Capital Projects	450,000										450,000
Capital Fund Totals:					5,675,000	1,500,000	50,000	-	-	5,600,000	-	-	28,000,000	28,000,000	68,825,000
Admin	Art Project		New Infrastructure	Arts & Culture	150,000		150,000		150,000		150,000		150,000		750,000
Arts & Culture Fund Totals:					150,000	-	150,000	-	150,000	-	150,000	-	150,000	-	750,000
PW	Cemetery irrigation		Enhancement	Parks & OS		50,000									50,000
PW	Cemetery expansion		New Infrastructure	Parks & OS				400,000							400,000
PW	Columbarium		New Infrastructure	Parks & OS								100,000			100,000
PW	Equipment - mowers, tanks, etc.		Equipment	Parks & OS				25,000		75,000		25,000		25,000	150,000
PW	Parks vehicles		Equipment	Parks & OS	66,600		45,000		50,000		50,000		50,000		261,600
PW	Park development		New Infrastructure	Parks & OS		2,000,000									2,000,000
PW	Toe-drain at lake		New Infrastructure	Parks & OS	250,000										250,000
PW	Irrigation replacement		Maintenance	Parks & OS	65,000										65,000
PW	Irrigation system remote and receivers - all parks		Equipment	Parks & OS	110,000										110,000
PW	Outdoor recreation facilities/amenities		New Infrastructure	Parks & OS	500,000	120,000		120,000		120,000			120,000		980,000
PW	Playground improvements/replacements		Maintenance	Parks & OS		150,000	200,000	200,000	200,000	200,000		150,000		300,000	1,400,000
PW	Park development		New Infrastructure	CTF		350,000		350,000		375,000		375,000		375,000	1,825,000
PW	Trail development		New Infrastructure	Parks & OS	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	10,000,000
PW	Parks, Trails, OS Master Plan		Planning	Parks & OS	20,000			100,000					100,000		220,000
Parks Totals:					2,011,600	3,670,000	1,245,000	2,195,000	1,250,000	1,770,000	1,050,000	1,650,000	1,270,000	1,700,000	17,811,600
PW	Streets Maintenance program		Maintenance	Streets	2,400,000	2,500,000	2,500,000	2,700,000	2,700,000	3,000,000	3,000,000	3,250,000	3,250,000	3,300,000	28,600,000
PW	RRX upgrade agreements		Enhancement	Streets		75,000			85,000				100,000		260,000
PW	Major construction projects		New Infrastructure	Streets	10,180,000		3,750,000								13,930,000
PW	HPB/Hwy. 34 D & C		Enhancement	Streets			2,000,000								2,000,000
PW	Alley overlay program		Enhancement	Streets	250,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,150,000
PW	Curb/gutter/sidewalk replacement		Maintenance	Streets	100,000	115,000	125,000	125,000	125,000	135,000	135,000	135,000	150,000	150,000	1,295,000
PW	Sweeper		Equipment	Streets				285,000							285,000
PW	Plow Trucks		Equipment	Streets	228,000	175,000		175,000		175,000		175,000		175,000	1,103,000
PW	John Deere 6130M Tractor		Equipment	Streets	130,000										130,000
PW	Masichio Giraffe LX210SE Mower		Equipment	Streets	15,000										15,000
PW	Side Discharge Tailgate Unloader		Equipment	Streets	20,000										20,000
PW	Streets vehicles		Equipment	Streets	66,600	50,000		55,000		55,000			60,000		286,600
PW	Transportation Master Plan Update		Planning	Streets				100,000					100,000		200,000

Streets Totals:				13,389,600	3,015,000	8,475,000	3,540,000	3,010,000	3,465,000	3,235,000	3,660,000	3,760,000	3,725,000	49,274,600
Utilities	WTP Exp (D&C)	New Infrastructure	Water	47,600,000	20,000,000							2,300,000		69,900,000
Utilities	WTP Storage Tanks Rehab	Maintenance	Water							500,000				500,000
Utilities	WTP - Central Weld Participation	Planning	Water					2,500,000		10,500,000				13,000,000
Utilities	Raw Water - Transmission Line	New Infrastructure	Water	10,500,000	25,000,000									35,500,000
Utilities	Raw Water - Flushing Line to Town Lake	Maintenance	Water							1,000,000				1,000,000
Utilities	Equip - Crew Vehicles (3/4 Ton Truck)	Equipment	Water			45,000		45,000		45,000			50,000	185,000
Utilities	Equip - Fork Lift (WTP)	Equipment	Water		45,000									45,000
Utilities	Water Dist - SH60 Water Line	New Infrastructure	Water	3,500,000										3,500,000
Utilities	Water Dist - Water Meter Replacement	Equipment	Water		1,000,000	1,000,000	1,000,000							3,000,000
Utilities	Water Dist - Master Plan & Model (CIP & Dev Reimb)	Planning	Water		300,000									300,000
Utilities	Water Dist - Annual Waterline Replacement	Maintenance	Water	850,000	500,000	1,000,000	500,000	1,000,000	500,000	1,000,000	500,000	750,000	750,000	7,350,000
Utilities	Water Dist - Interconnect with Little Thompson	New Infrastructure	Water	300,000										300,000
Utilities	Facility - C&D Water	New Infrastructure	Water						1,000,000					1,000,000
Utilities	Equip - Water Mini Vac Trailer - Valves	Equipment	Water							100,000				100,000
Utilities	Equip - 1/2 C&D (Water) Crew Vehicles (250)	Equipment	Water	80,000	60,000	60,000	65,000	65,000	65,000	65,000	65,000	65,000	68,000	658,000
Utilities	Equip - 1/2 C&D (Water) Emergency Utility Van	Equipment	Water			50,626								50,626
Utilities	Equip - 1/2 - Tandum Dump Truck	Equipment	Water	100,000				130,226						230,226
Utilities	Equip - 1/2 C&D (Water) Backhoe	Equipment	Water							111,457				111,457
Utilities	Equip - 1/2 C&D (Water) Mini Ex	Equipment	Water				40,000							40,000
Utilities	WTP R&R	Maintenance	Water		1,337,500	1,481,600	1,641,100	1,817,900	2,013,700	4,198,384	2,622,719	2,800,000	1,500,000	19,412,903
Utilities	PRV Vault SH60/Colorado Blvd	Enhancement	Water	150,000										150,000
Utilities	Water Shares	New Infrastructure	Water		500,000		500,000		500,000		500,000		500,000	2,500,000
Water Totals:				63,080,000	48,742,500	3,637,226	3,746,100	5,558,126	4,078,700	15,908,384	5,299,176	5,915,000	2,868,000	158,833,212
Utilities	WWTP - Central Plant (D&C)	New Infrastructure	Sewer	23,500,000						7,110,503	14,860,951			45,471,454
Utilities	WWTP - Low Point Retrofit (D&C)	New Infrastructure	Sewer							7,110,503	14,860,951			21,971,454
Utilities	WWTP - Low Point Admin Retrofit	New Infrastructure	Sewer				228,233							228,233
Utilities	WWTP - Central Lagoon Decommission	New Infrastructure	Sewer		570,583	1,192,519								1,763,102
Utilities	Line - Encore to Low Point	New Infrastructure	Sewer	2,000,000										2,000,000
Utilities	Equip - Crew Vehicles (3/4 Ton Truck)	Equipment	Sewer		51,352		56,078		61,239		66,874		68,000	303,543
Utilities	Sewer Coll - Master Plan and Model	New Infrastructure	Sewer		456,466									456,466
Utilities	Sewer Coll - Sewer Inspection & Cleaning	Maintenance	Sewer	150,000	171,175	178,878	186,927	195,339	204,129	213,315	222,914	231,831	241,104	1,995,611
Utilities	Sewer Coll - Annual Sewer Rehab Project	Maintenance	Sewer		570,583	1,192,519	623,091	1,302,260	680,431	1,422,101	743,048	772,770	803,681	8,110,484
Utilities	Sewer Coll - Interceptor Oversizing	Maintenance	Sewer		114,117	119,252	124,618	130,226	136,086	142,210	148,610	154,554	160,737	1,230,410
Utilities	SCADA - lift stations	Enhancement	Sewer	100,000										100,000
Utilities	Facility - C&D Sewer	New Infrastructure	Sewer						1,360,862					1,360,862
Utilities	Equip - Telehandler	Equipment	Sewer	100,000										100,000
Utilities	Equip - Crew Vehicles	Equipment	Sewer		36,000	35,776	37,385	39,068	40,826	42,663	44,583	44,583	46,000	366,884
Utilities	Equip - 1/2 C&D (Sewer) Emergency Utility Van	Equipment	Sewer			59,626								59,626
Utilities	Equip - 1/2 - Tandum Dump Truck	Equipment	Sewer	100,000				130,226						230,226
Utilities	Equip - 1/2 C&D (Sewer) Crew Vehicles (250)	Equipment	Water		60,000	60,000	65,000	65,000	65,000	65,000	65,000	65,000	68,000	578,000
Utilities	Equip - 1/2 C&D (Sewer) Backhoe	Equipment	Sewer							111,457				111,457
Utilities	Equip - 1/2 C&D (Sewer) Mini Ex	Equipment	Sewer				49,847							49,847
Utilities	Equip - 1/2 Vac Truck (Water, Sewer, Storm)	Equipment	Sewer							600,000				600,000
Utilities	Equip - Sewer CCTV Inspection Vehicle	Equipment	Sewer			596,259								596,259
Sewer Totals:				25,950,000	2,030,276	3,434,829	1,371,179	1,862,119	2,548,573	16,106,295	31,724,388	1,268,738	1,387,521	87,683,918
PW	Storm Drainage Master Plan	Planning		254,000			100,000					100,000		454,000
PW	Capital stormwater projects	Maintenance		1,000,000		1,000,000		1,250,000		1,250,000		1,250,000		5,750,000
PW	Vactruck	Equipment								600,000				600,000
Drainage Totals:				1,254,000	-	1,000,000	100,000	1,250,000	-	1,250,000	600,000	1,350,000	-	6,804,000
Total Capital Improvement Costs:				122,608,200	63,832,426	21,326,088	25,979,513	28,144,591	18,505,736	38,693,365	44,083,685	42,826,864	38,900,212	444,900,680

2025 Proposed Budget

November 4, 2024

The Community that Cares

The Budget – Rules We Follow

- Town of Johnstown Home Rule Charter, Article 12, Budget and Finance
- Colorado Revised Statutes, Title 29, Article 1, (C.R.S. 29-1) Budget and Services
- Governmental Finance Officers Association guidelines
 - Governmental Accounting, Auditing and Financial Reporting (GAFFR)
 - Governmental Accounting Standards Board (GASB)



The Budget – Rules We Follow

Colorado Revised Statutes 29-1-103(2):

“No budget adopted pursuant to this section shall provide for expenditures in excess of available revenues and beginning fund balance.”

The Town of Johnstown is in compliance with the balanced budget requirement.



The Budget – Timing

- ▶ The Town's fiscal year corresponds with the calendar year.
- ▶ Budget is prepared annually.



The Budget Process

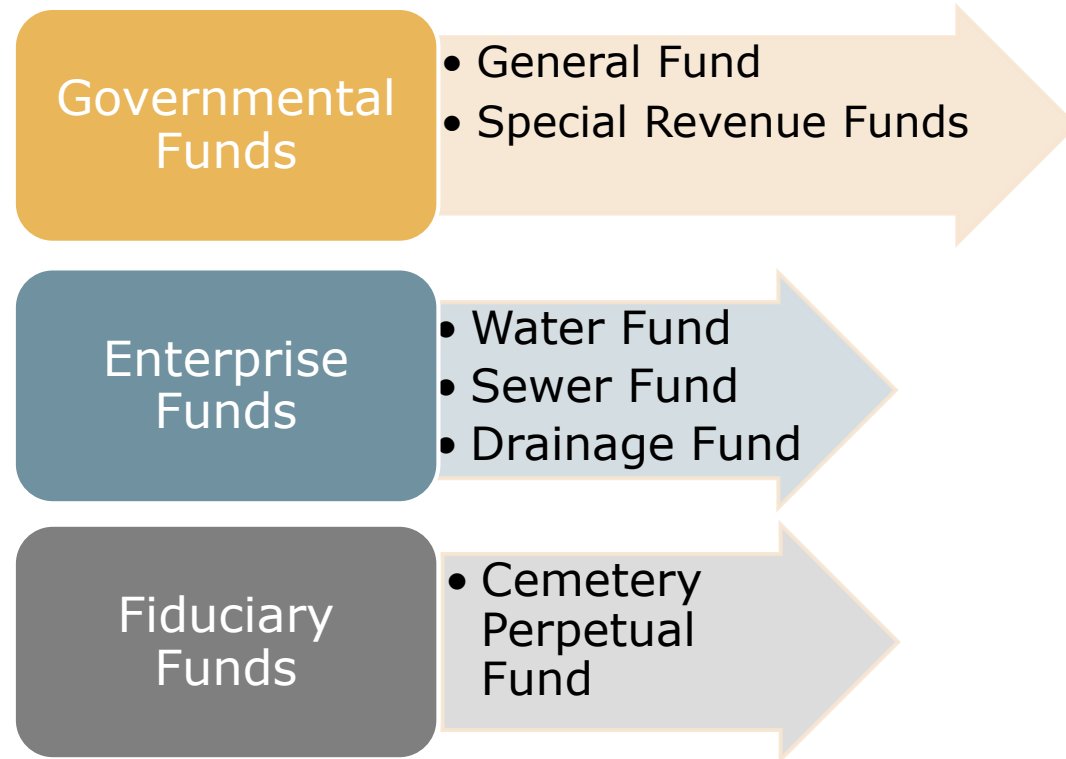


Town Funds by Fund Type



The Community that Cares

Town Funds by Fund Type



Parks & Open Space



Street & Alley



Arts & Culture



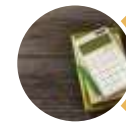
Recreation Center



Conservation Trust



Capital Improvements



Tax Allocations

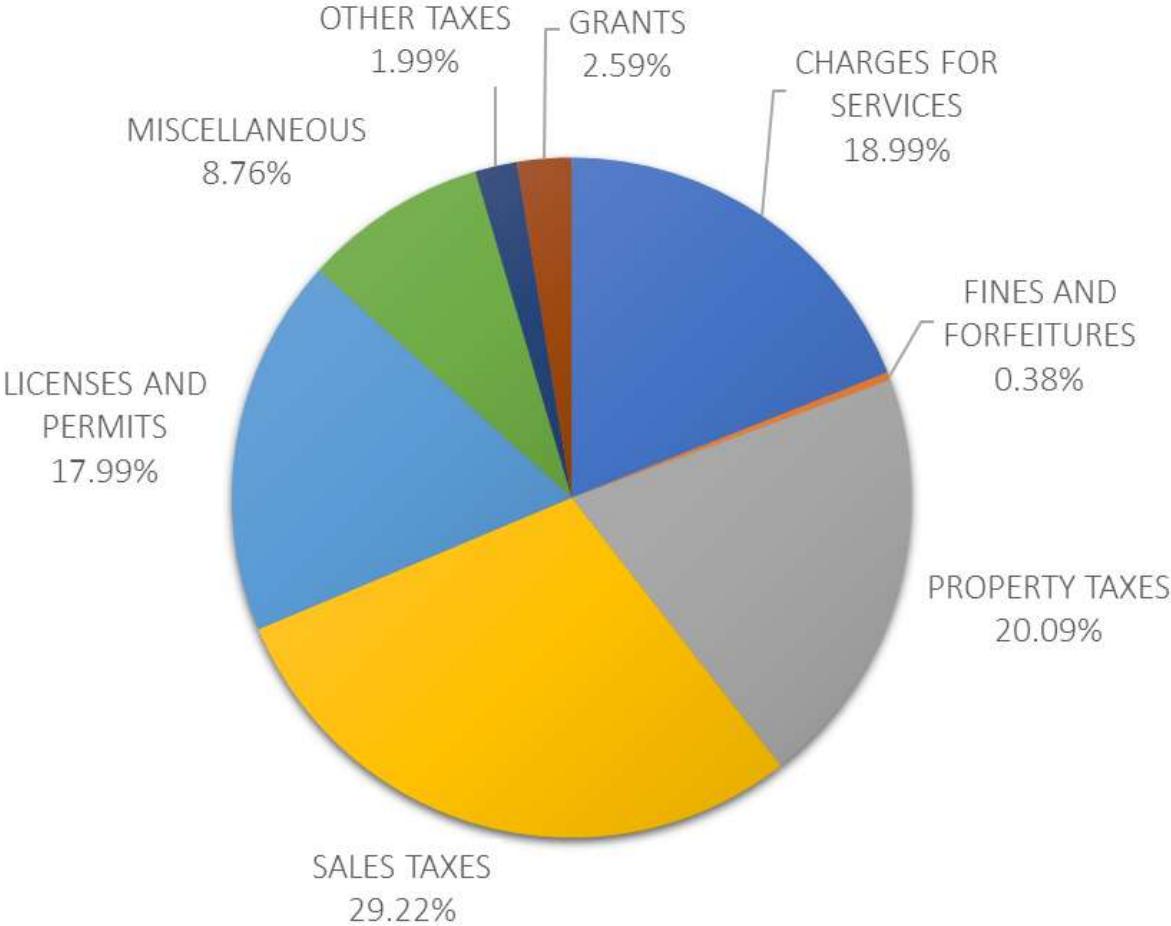


Library Fund

Total Combined Budget

	General Fund	Special Revenue Funds	Capital Project Funds	Enterprise Funds	Trust and Agency Funds	Total All Funds	Item #12.
2025 BUDGET - ALL FUNDS							
BEGINNING BALANCE:	82,378,903	46,545,322	11,482,113	129,668,909	205,320	270,280,567	
REVENUES:							
CHARGES FOR SERVICES	10,000	1,092,000	-	12,759,500	12,560	13,874,060	
FINES AND FORFEITURES	275,000	-	-	-	-	275,000	
PROPERTY TAXES	14,681,138	-	-	-	-	14,681,138	
SALES TAXES	16,000,000	4,500,000	850,000	-	-	21,350,000	
LICENSES AND PERMITS	2,030,000	2,016,872	-	9,099,213	-	13,146,085	
MISCELLANEOUS	2,426,100	916,500	137,500	2,915,780	3,750	6,399,630	
OTHER TAXES	275,000	1,178,000	-	-	-	1,453,000	
GRANTS	-	1,890,300	-	-	-	1,890,300	
TOTAL REVENUES	35,697,238	11,593,672	987,500	24,774,493	16,310	73,069,213	
OTHER SOURCES/USES:							
TRANSFERS IN	1,000,000	6,668,124	-	50,700,000	-	58,368,124	
TRANSFERS OUT	56,978,124	200,000	50,000	1,140,000	-	58,368,124	
TOTAL OTHER SOURCES/USES	(55,978,124)	6,468,124	(50,000)	49,560,000	-	-	
EXPENDITURES:							
PERSONNEL SERVICES	11,853,000	2,853,390	-	3,185,950	-	17,892,340	
CONTRACT SERVICES	3,052,935	5,648,660	10,500	3,143,595	-	11,855,690	
COMMODITY	813,585	802,250	-	2,066,275	-	3,682,110	
OTHER CHARGES	1,225,470	2,107,100	-	3,280,700	-	6,613,270	
CAPITAL OUTLAY	7,740,000	8,531,100	5,675,000	89,947,200	-	111,893,300	
IMPACT OUTLAY	3,338,000	6,720,000	-	-	-	10,058,000	
DEBT SERVICE	-	-	-	7,560,650	-	7,560,650	
TOTAL EXPENDITURES	28,022,990	26,662,500	5,685,500	109,184,370	-	169,555,360	
ENDING BALANCE:	34,075,027	37,944,618	6,734,113	94,819,032	221,630	173,794,420	275

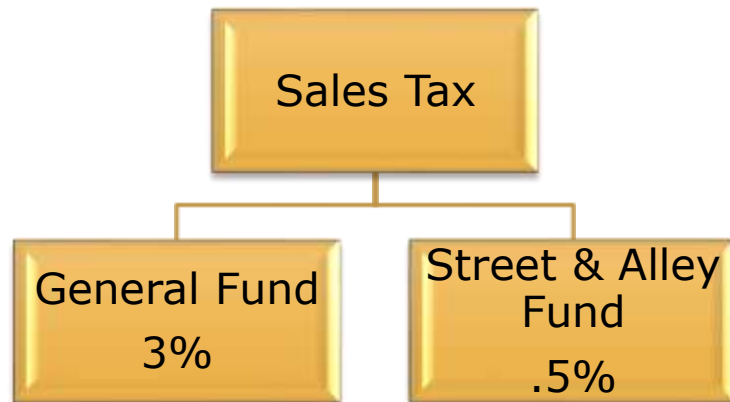
Revenues – All Funds



Sales & Use Taxes – 3.5%

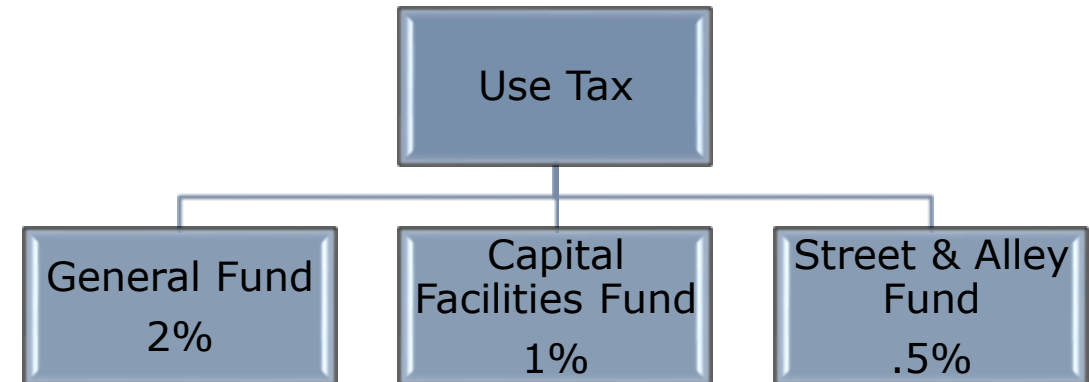
Sales Taxes

- ▶ Collected on sales of tangible personal property and specific services



Use Taxes

- ▶ Imposed on taxable purchases where a sales tax was not legally imposed
 - ▶ Building materials
 - ▶ Vehicles





Property Taxes

Mill Levy

Town	22.147
Library	<u>1.80</u>
Total	23.947

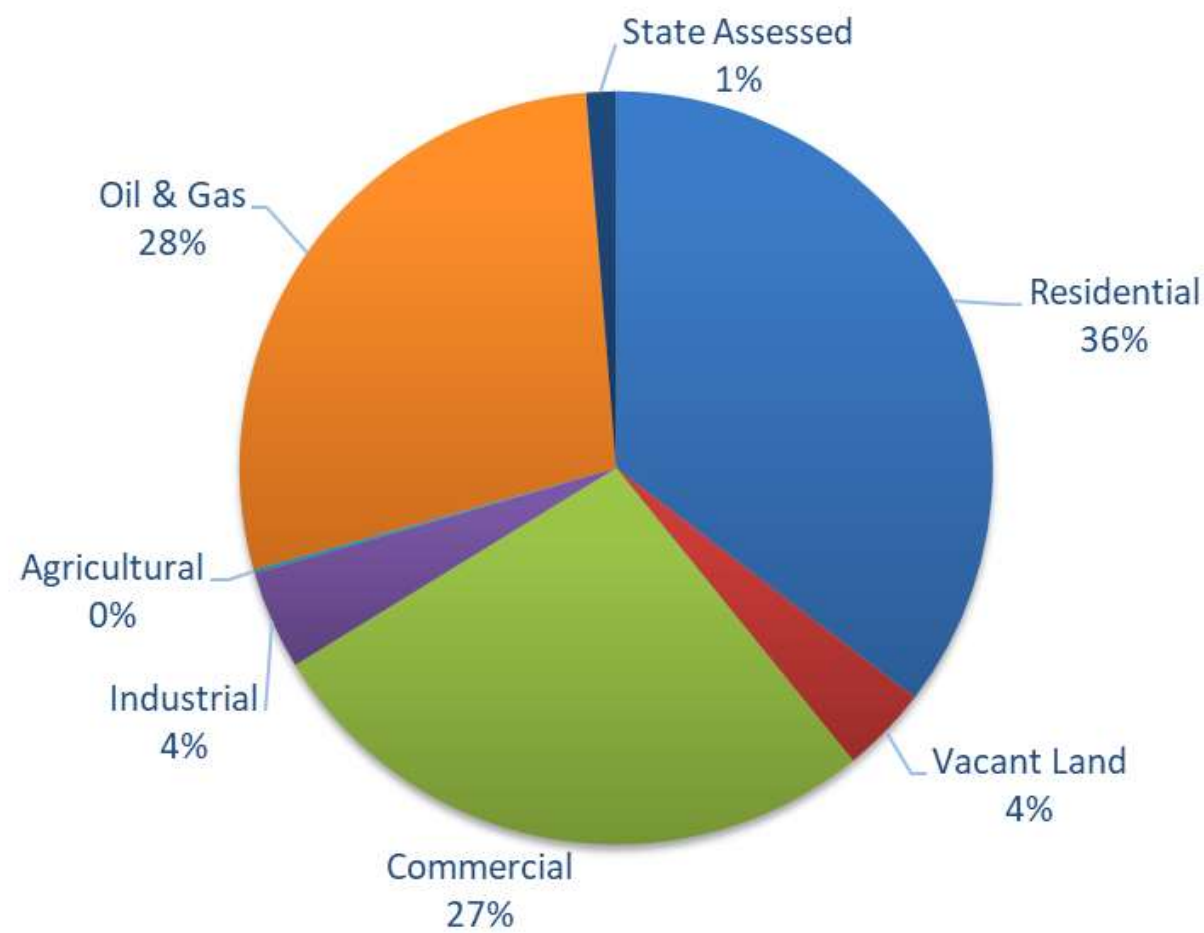
Residential property tax example:

Assessed Value of Home	545,000
Valuation Adjustment	<u>-55,000</u>
Adjusted Value	490,000
Assessment Rate (6.7%)	<u>.067</u>
Taxable Value of Home	\$ 32,830
Johnstown Mill Levy	<u>.023947</u>
Total Town Property Taxes	\$786.18

Town's portion is \$727.09
Library's portion is \$59.09

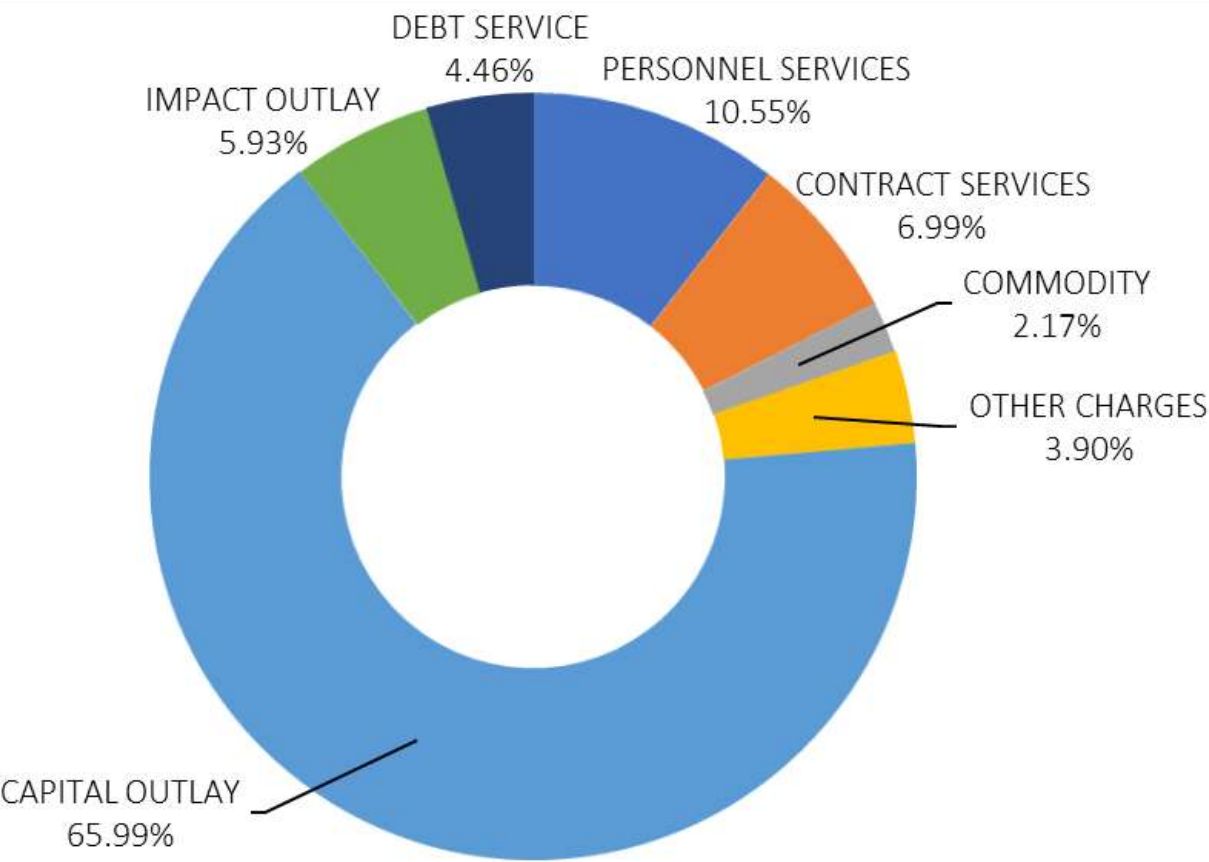


Property Taxes by Classification

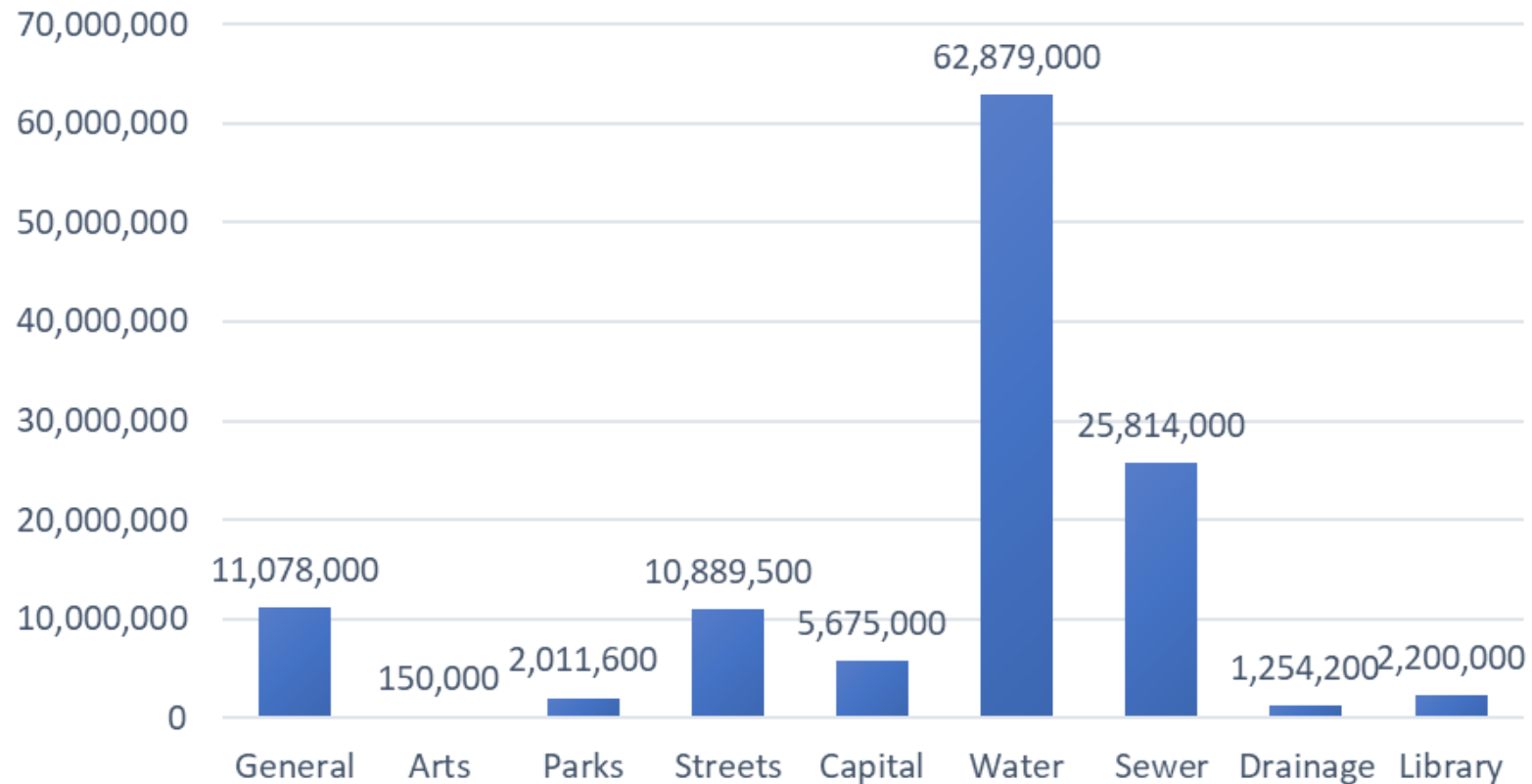


Category	Tax
Vacant Land	\$549,762
Residential	\$5,201,828
Commercial	\$3,972,071
Industrial	\$621,541
Agricultural	\$25,450
Oil & Gas	\$4,122,860
State Assessed	\$187,626

Expenses – All Funds



Capital Expenditures by Fund



The Community that Cares

Transfers

	Transfers In	From	Transfers Out	To
GENERAL FUND				
General Fund			50,700,000	Water Fund
General Fund			2,023,124	Library
General Fund	1,000,000	Sewer Fund		
General Fund			2,000,000	Parks
General Fund			505,000	Rec Center
General Fund			1,750,000	Tax Fund
SPECIAL REVENUE FUNDS				
Arts & Culture Fund	200,000	Library Fund		
Parks & Open Space	2,000,000	General Fund		
Parks & Open Space	70,000	Water Fund		
Parks & Open Space	60,000	Sewer Fund		
Parks & Open Space	10,000	Drainage Fund		
Tax Allocation Fund	1,750,000	General Fund		
Tax Allocation Fund	50,000	Capital Fund		
Library Fund			200,000	Arts Fund
Library Fund	2,023,124	General Fund		
Recreation Center Fund	505,000	General Fund		
Capital Projects Fund			50,000	Tax Allocation Fund
PROPRIETARY FUNDS				
Water Fund (Fees)			70,000	Parks & Open Space
Sewer Fund (fees)			60,000	Parks & Open Space
Drainage Fund (Fees)			10,000	Parks & Open Space
Water Fund	50,700,000	General Fund		
Sewer Fund			1,000,000	General Fund
TOTAL	58,368,124		58,368,124	



The Community that Cares

General Fund



The Community that Cares

General Fund - Functions

- Town Council
 - Set policy
 - Community outreach and engagement
 - Organizational success
- Town Manager
 - Daily operations
 - Legislative & policy implementation
 - Community outreach & communication
- Police Services
 - Public safety and education
 - Crime prevention
 - Traffic enforcement
- Town Clerk
 - Elections
 - Licensing
 - Municipal Court
- Planning Services
 - Development plan review & analysis
 - Land use and zoning code administration
 - Comprehensive planning
 - Building permit issuance & plan reviews
- Finance
 - Budget
 - Accounting and utility billing
 - Treasury management
- Engineering
 - Development Review
 - Construction Inspection
 - Project Management
- Public Works/Buildings
 - Facilities & infrastructure management
 - Fleet services
 - Building & grounds maintenance



General Fund – Budget Highlights

- Police Department expansion
- Construction of Development Services building
- Design of new Senior Center building
- Support for transportation services
- Maintain general services
 - Public safety
 - Building inspections
 - Municipal Court
 - Senior Center
 - Planning services
 - Events
 - Engineering
 - Administrative



The Community that Cares

General Fund Summary Budget

GENERAL FUND EXPENSE SUMMARY

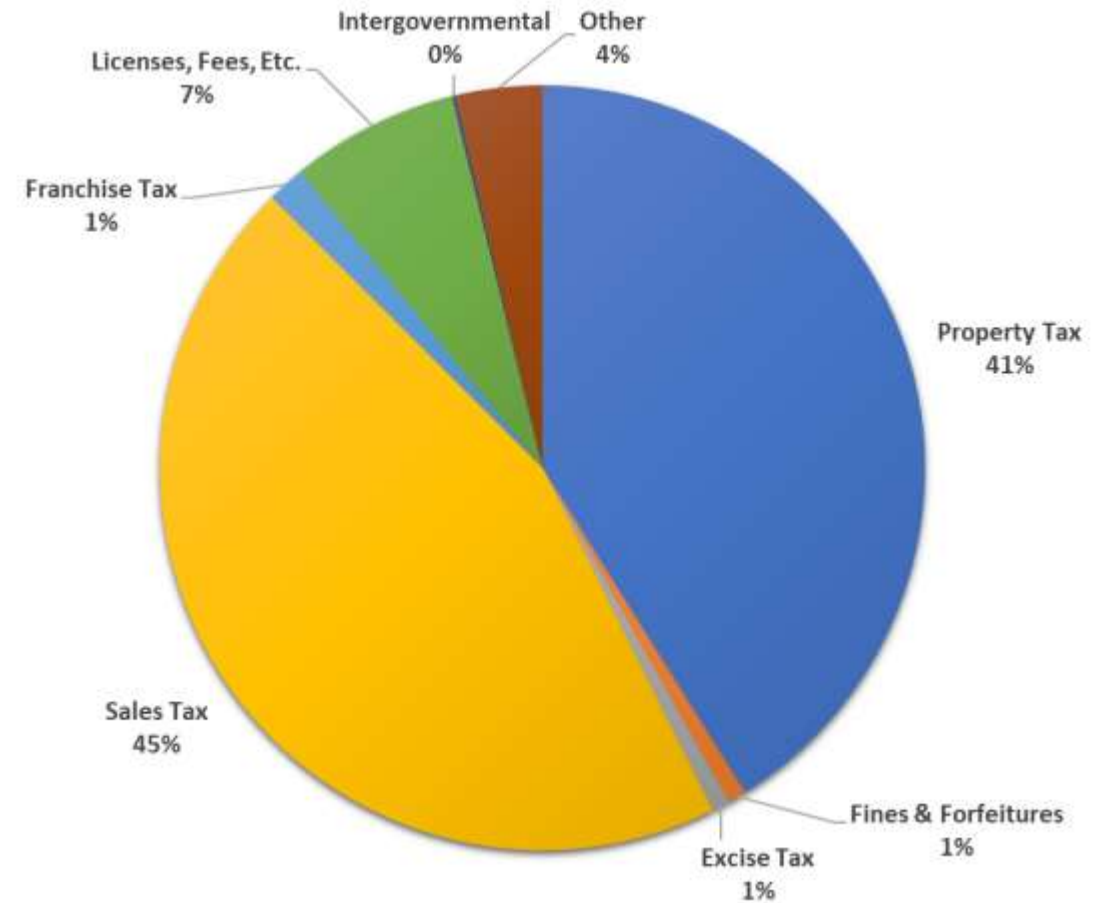
	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Council	40,300	369,200	7,000	510,160	926,660	2,500,000	-	-	3,426,660
Events	136,350	23,720	4,800	161,250	326,120	-	-	-	326,120
Town Manager	2,230,600	510,580	176,495	156,860	3,074,535	-	-	-	3,074,535
Town Clerk	506,800	114,700	40,100	9,600	671,200	-	-	-	671,200
Finance	681,100	286,330	24,800	5,100	997,330	-	-	-	997,330
Planning	784,000	380,945	43,800	8,600	1,217,345	-	-	-	1,217,345
Engineering	1,119,800	40,150	45,790	32,800	1,238,540	-	-	-	1,238,540
Police	5,670,850	457,910	372,600	237,600	6,738,960	365,000	3,338,000	-	10,441,960
Public Works	683,200	78,100	90,200	33,600	885,100	-	-	-	885,100
Buildings	-	441,300	8,000	69,900	519,200	4,875,000	-	-	5,394,200
Reimbursements	-	350,000	-	-	350,000	-	-	-	350,000
Totals	11,853,000	3,052,935	813,585	1,225,470	16,944,990	7,740,000	3,338,000	-	28,022,990

Total Cash Available \$ 62,098,018

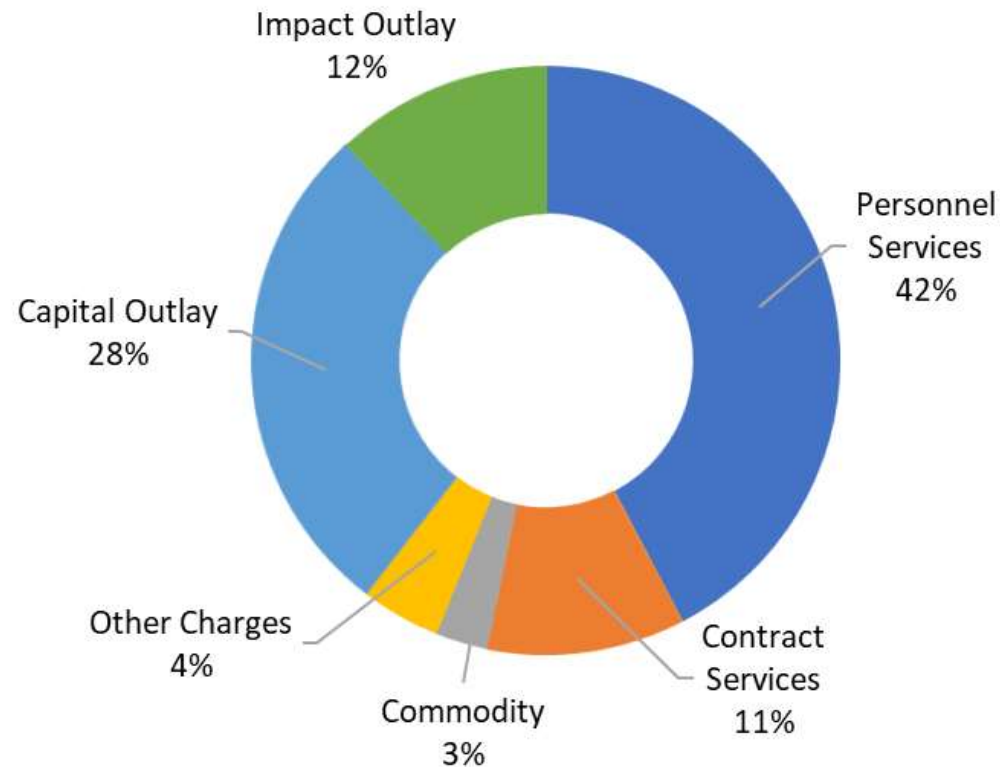
Ending Fund Balance \$ 34,075,028

General Fund Revenues

Source	Amount
Property Tax	14,681,138
Fines & Forfeitures	275,000
Excise Tax	275,000
Sales Tax	16,000,000
Franchise Tax	575,000
Grants	0
Licenses, Fees, Etc.	2,533,300
Intergovernmental	50,000
Other	1,307,800

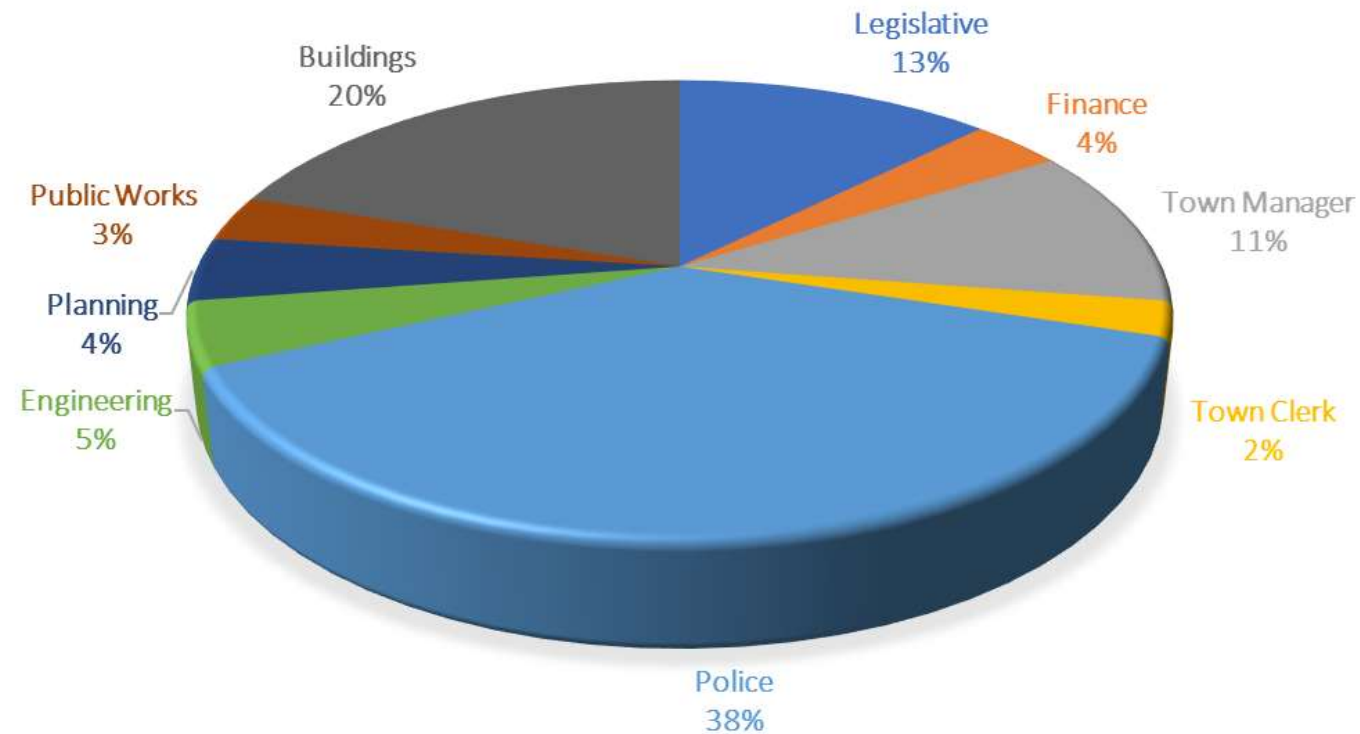


General Fund Expenditures – By Category



Category	Amount
Personnel Services	11,853,000
Contract Services	3,052,935
Commodity	813,585
Other Charges	1,225,470
Capital Outlay	7,740,000
Impact Outlay	3,338,000

General Fund Expenditures – by Department



Special Revenue Funds



The Community that Cares

Street & Alley Fund – Budget Highlights

- ▶ Street Maintenance Program
- ▶ Alley Resurfacing Program
- ▶ Street improvements at SH60 & CR13
- ▶ Roosevelt roundabout construction
- ▶ Continuation of in-house patching program



Street & Alley – Budget Summary

STREET AND ALLEY FUND EXPENSE SUMMARY

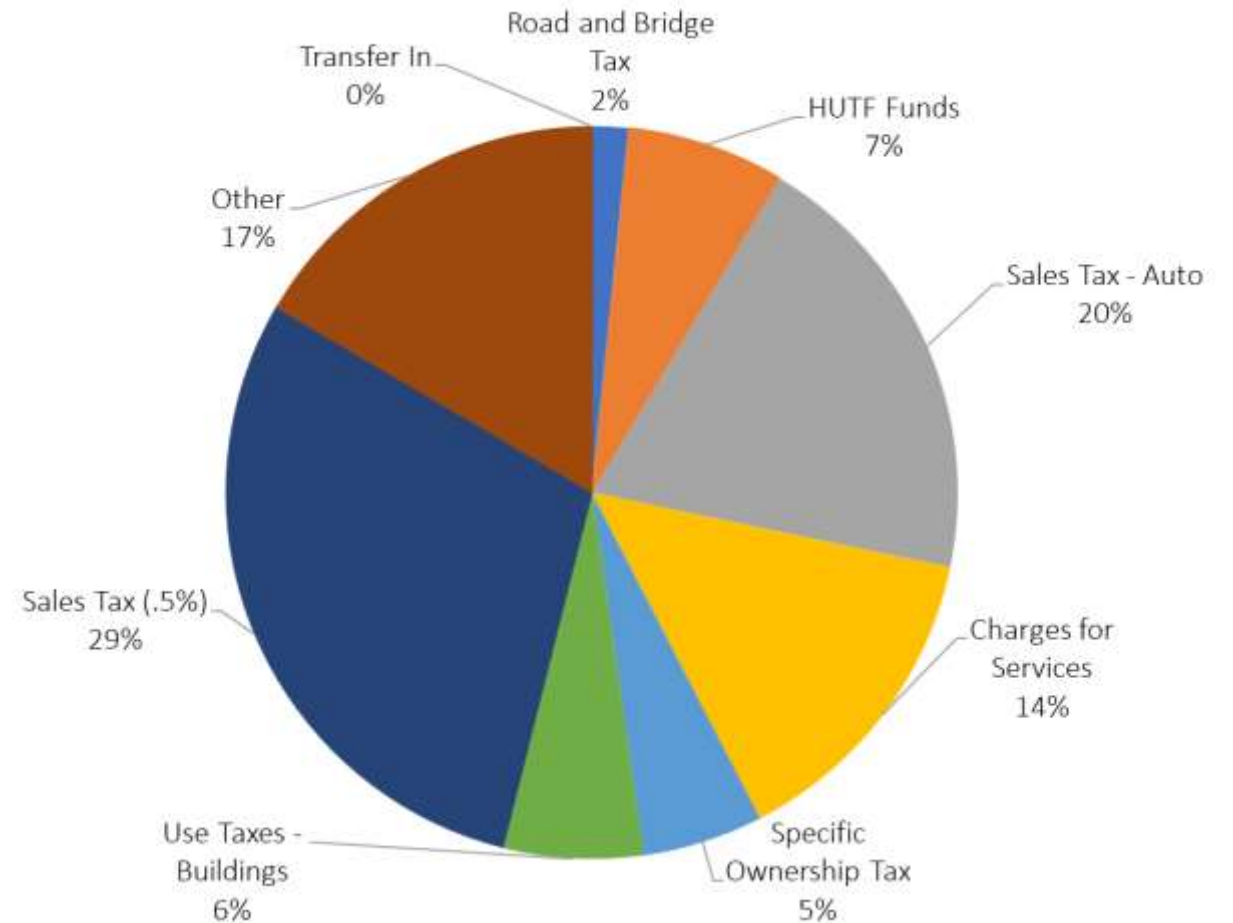
	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Streets Fund	1,070,490	4,321,320	462,450	21,000	5,875,260	5,689,500	5,200,000	-	16,764,760
Totals	\$ 1,070,490	\$ 4,321,320	\$ 462,450	\$ 21,000	\$ 5,875,260	\$ 5,689,500	\$ 5,200,000	\$ -	\$ 16,764,760

Total Cash Available \$ 31,921,386

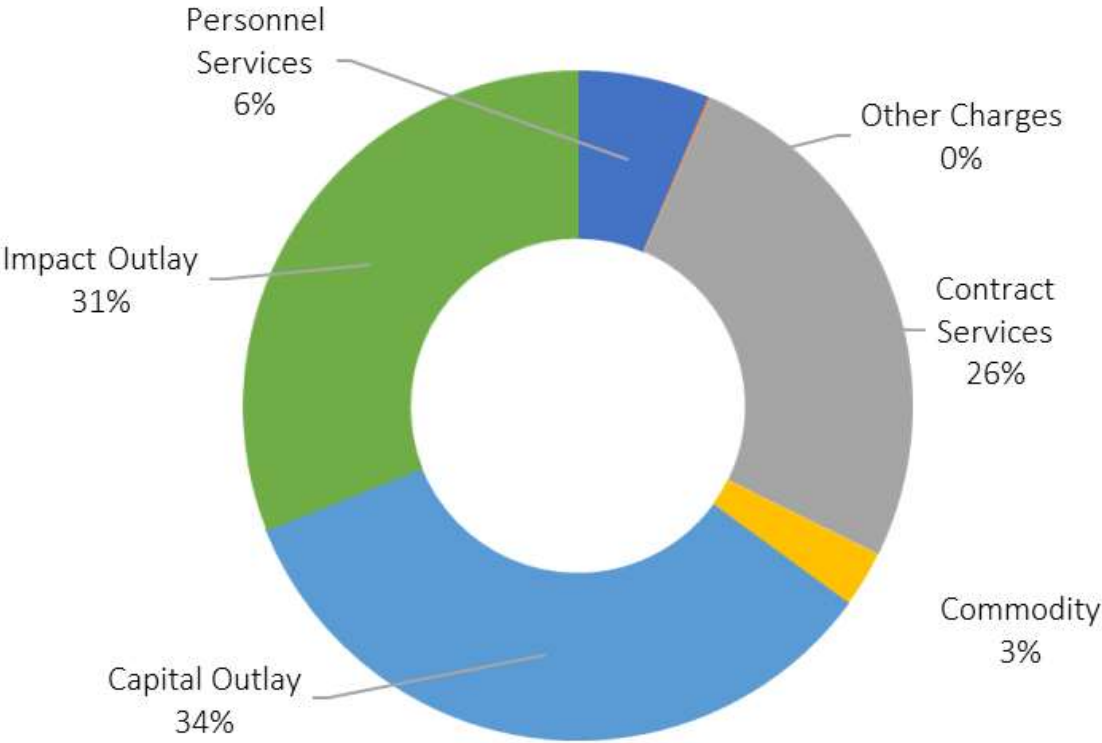
Ending Fund Balance \$ 15,156,625

Street & Alley - Revenues

Source	Amount
Road & Bridge Tax	130,000
HUTF Funds	568,000
Sales Tax – Auto	1,600,000
Charges for Services	1,150,000
Specific Ownership Tax	435,000
Use Tax – Bldgs	500,000
Sales Tax - .5%	2,400,000
Other	1,345,940



Street & Alley - Expenditures



Category	Amount
Personnel Services	1,070,490
Contract Services	4,321,320
Commodity	462,450
Other Charges	21,000
Capital Outlay	5,689,500
Impact Outlay	5,200,000

Parks & Open Space – Budget Highlights

- ▶ Trail development
- ▶ Playground improvements – Hays Park
- ▶ Completion of the Parks Master Plan for Letford and Centennial Parks
- ▶ Pioneer Ridge irrigation replacement
- ▶ Tree voucher program
- ▶ Tree replacement program



Parks & Open Space – Budget Summary

PARKS AND OPEN SPACE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Parks Fund	632,900	455,340	122,300	61,600	1,272,140	491,600	1,520,000	-	3,283,740
Totals	\$ 632,900	\$ 455,340	\$ 122,300	\$ 61,600	\$ 1,272,140	\$ 491,600	\$ 1,520,000	\$ -	\$ 3,283,740

Total Cash Available

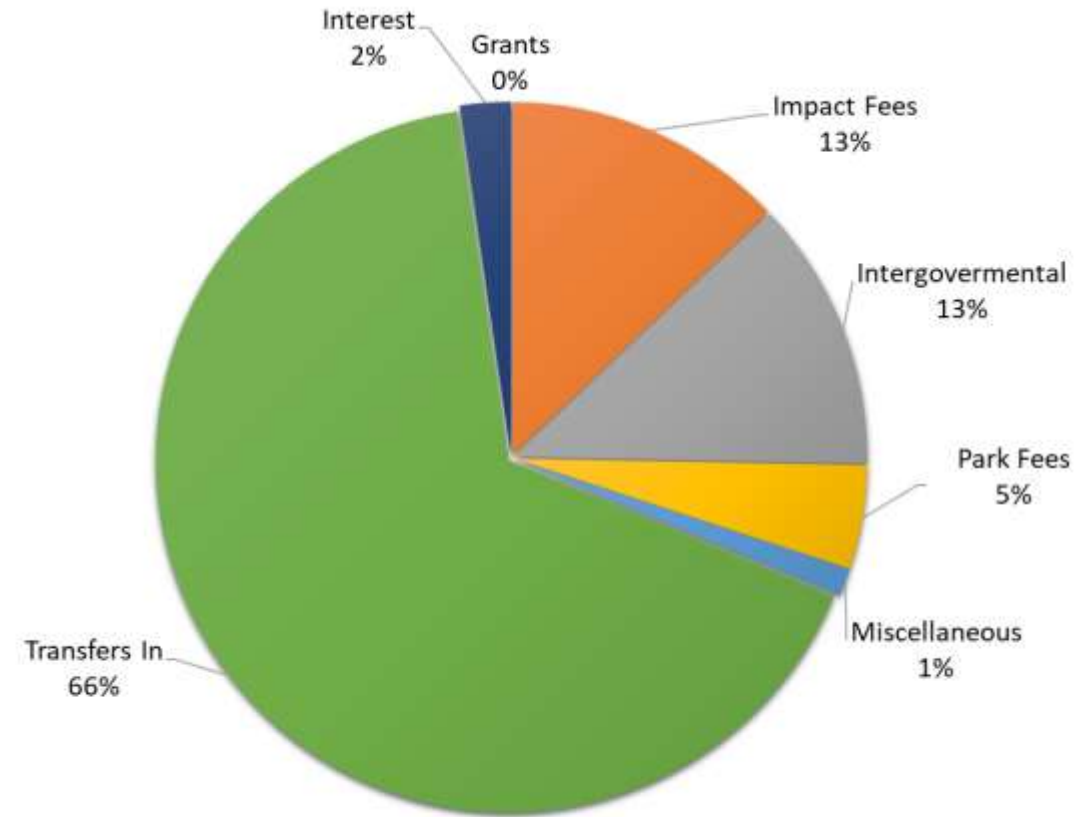
\$11,626,621

Ending Fund Balance

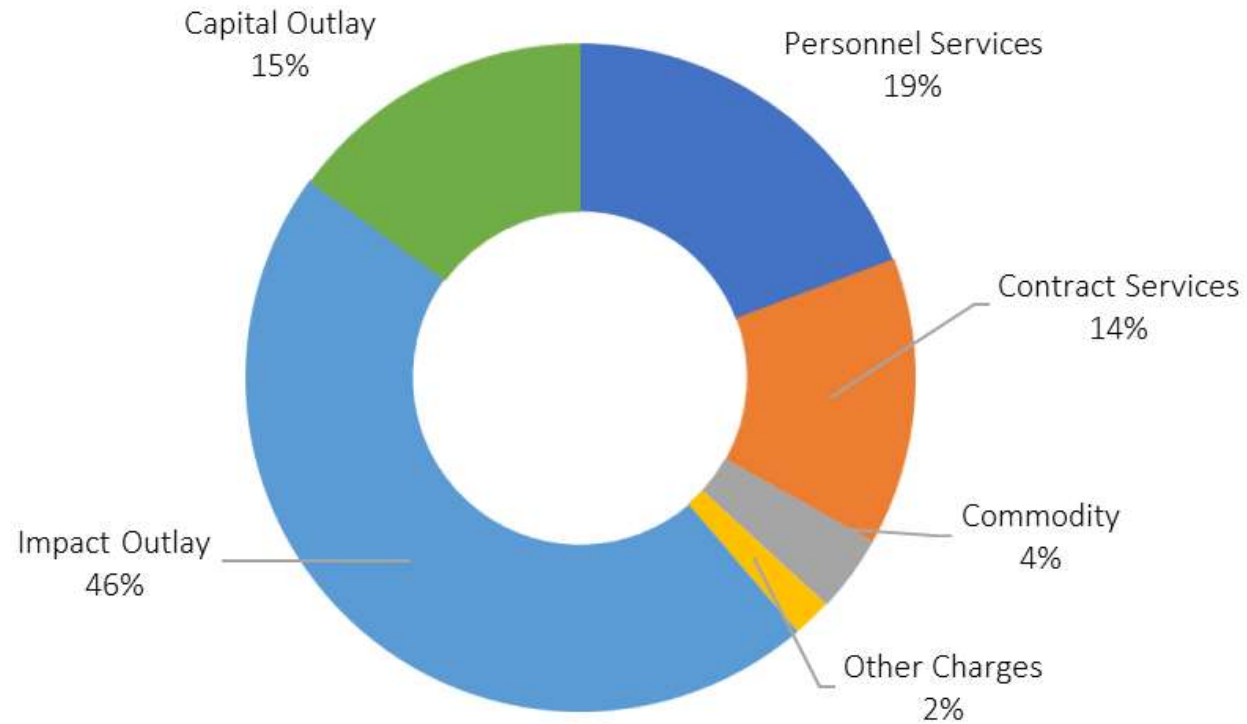
\$ 8,342,881

Parks & Open Space - Revenues

Source	Amount
Impact Fees	415,982
Intergovernmental	400,000
Park Fees	153,000
Miscellaneous	40,000
Transfers In	2,140,000
Interest	75,000



Parks & Open Space - Expenditures



Category	Amount
Personnel Services	632,900
Contract Services	455,340
Commodity	122,300
Other Charges	61,600
Capital Outlay	491,600
Impact Outlay	1,520,000

Capital Projects – Budget Highlights

- ▶ EV charger installation
- ▶ Alleyway improvements downtown
- ▶ Park development
- ▶ Historic improvements
- ▶ LED signage



The Community that Cares

Capital Projects – Budget Summary

CAPITAL PROJECTS FUND EXPENSE SUMMARY

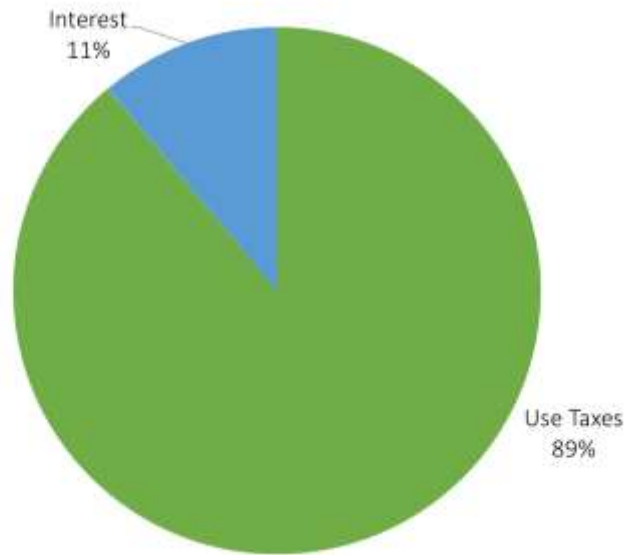
	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Capital Projects	-	10,500	-	-	10,500	5,675,000	-	5,685,500
Totals	\$ -	\$ 10,500	\$ -	\$ -	\$ 10,500	\$ 5,675,000	\$ -	\$ 5,685,500

Total Cash Available \$12,419,613

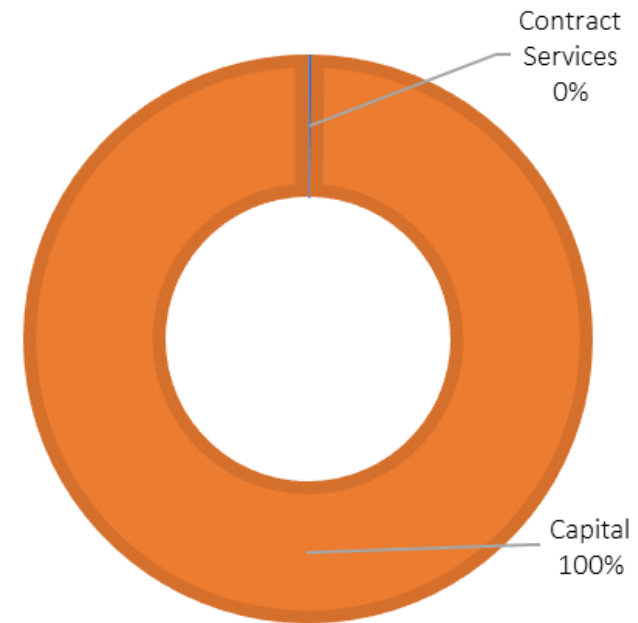
Ending Fund Balance \$ 6,734,113

Capital Projects – Revenues & Expenditures

Revenues by Source



Expenditures by Category



Conservation Trust – Budget Summary

CONSERVATION TRUST FUND EXPENSE SUMMARY

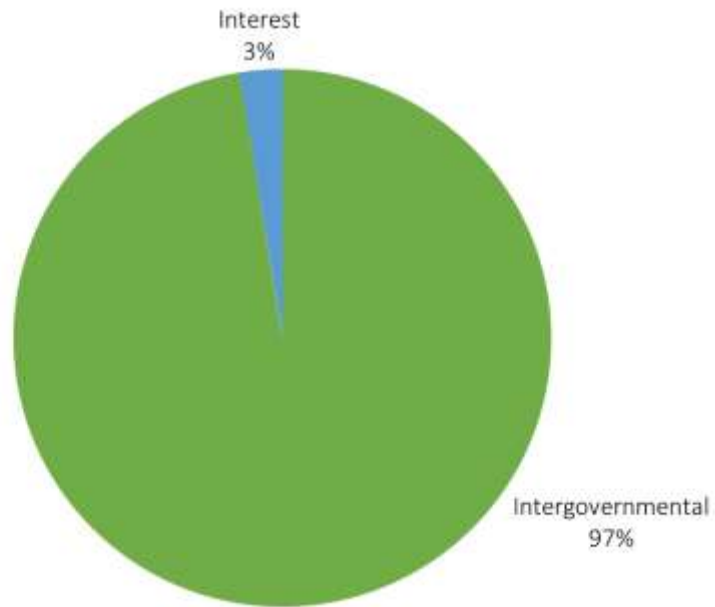
	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Conservation Trust	0	0	0	0	0	---	---	0
Totals	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0

Total Cash Available \$ 152,919

Ending Fund Balance \$ 152,919

Conservation Trust – Revenues & Expenditures

Revenues by Source



Expenditures by Category

No Expenditures
in 2025

Tax Allocation – Budget Summary

TAX ALLOCATION EXPENSE SUMMARY

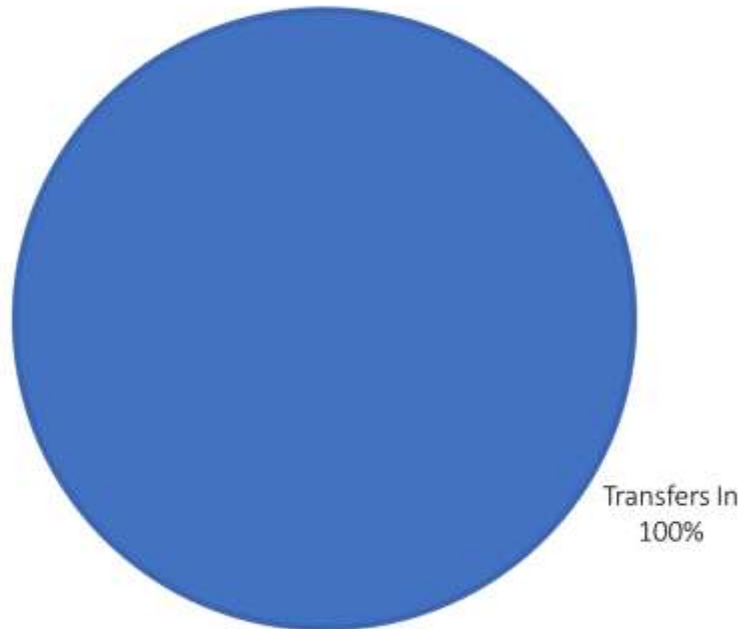
	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Tax Allocation	-	-	-	1,800,000	1,800,000	-	-	1,800,000
Totals	\$ -	\$ -	\$ -	\$ 1,800,000	\$ 1,800,000	\$ -	\$ -	\$ 1,800,000

Total Cash Available \$ 1,841,435

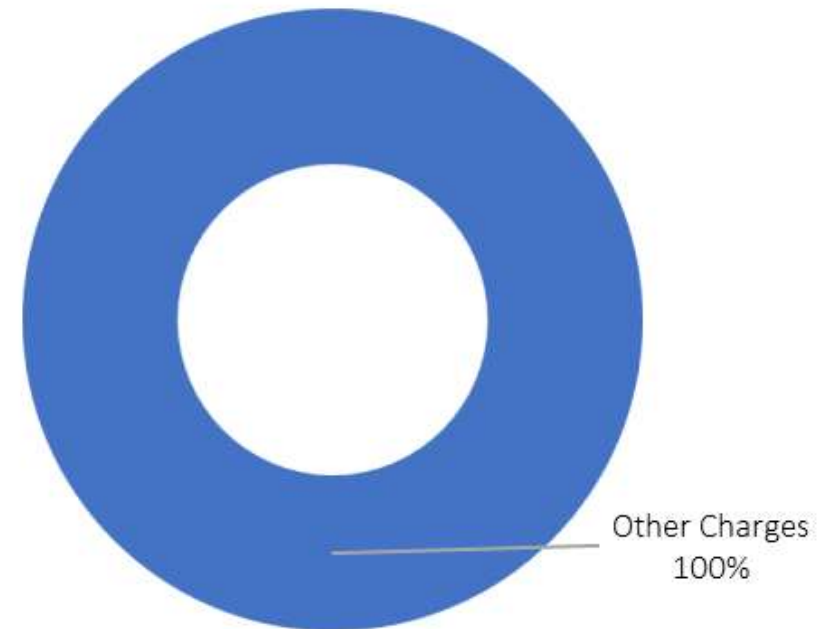
Ending Fund Balance \$ 41,435

Tax Allocation – Revenues & Expenditures

Revenues by Source



Expenditures by Category



Recreation Center – Budget Summary

RECREATION CENTER FUND SUMMARY

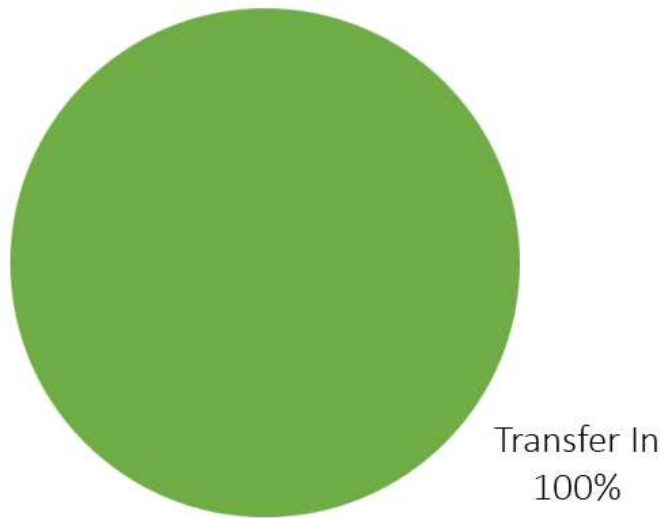
	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Rec Center Fund	-	505,000	-	-	505,000	-	-	505,000
Totals	\$ -	\$ 505,000	\$ -	\$ -	\$ 505,000	\$ -	\$ -	\$ 505,000

Total Cash Available \$ 505,000

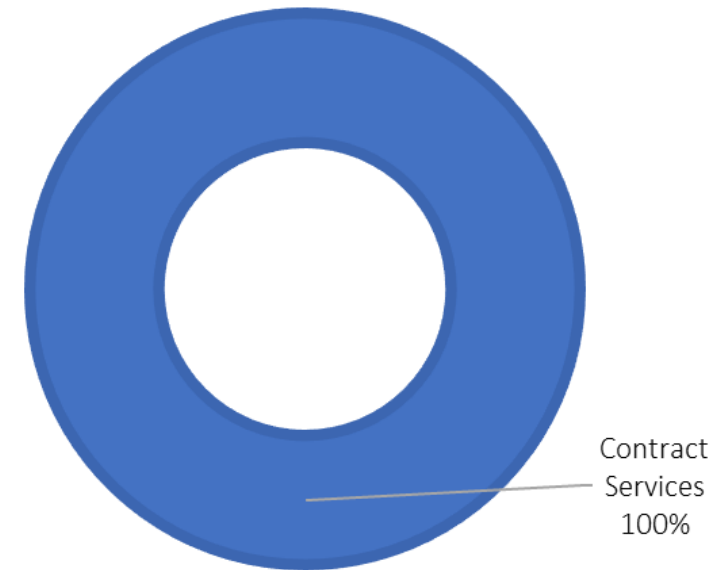
Ending Fund Balance \$ -

Recreation Center – Revenues & Expenditures

Revenues by Source



Expenditures by Category



Library – Budget Summary

LIBRARY FUND EXPENSE SUMMARY

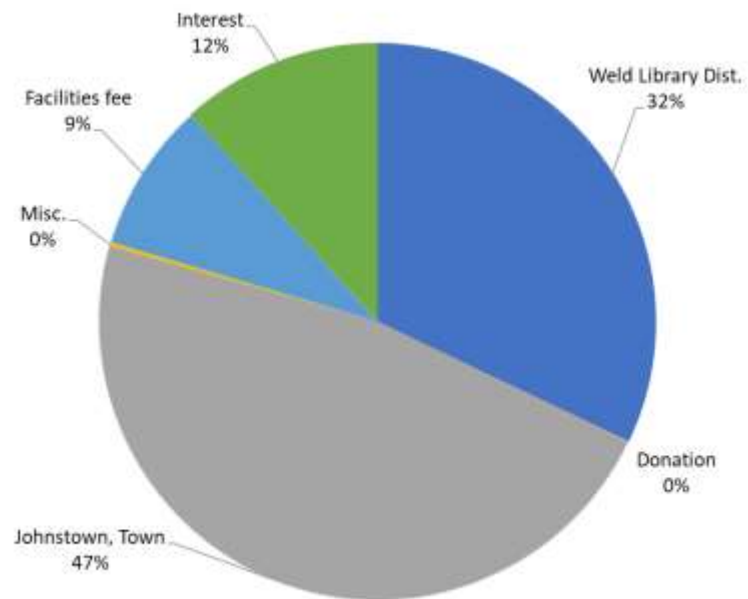
	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Library Fund	1,150,000	367,000	217,500	224,500	1,959,000	2,200,000	-	4,159,000
Totals	\$ 1,150,000	\$ 367,000	\$ 217,500	\$ 224,500	\$ 1,959,000	\$ 2,200,000	\$ -	\$ 4,159,000

Total Cash Available \$18,018,999

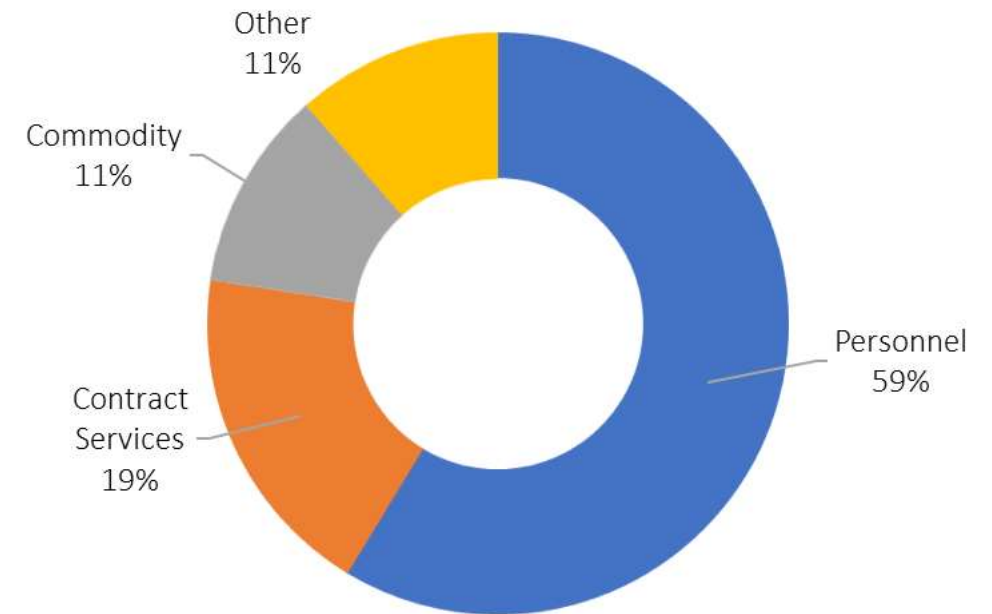
Ending Fund Balance \$13,859,999

Library – Revenues & Expenditures

Revenues by Source



Expenditures by Category



Arts & Culture – Budget Summary

ARTS & CULTURE FUND EXPENSE SUMMARY

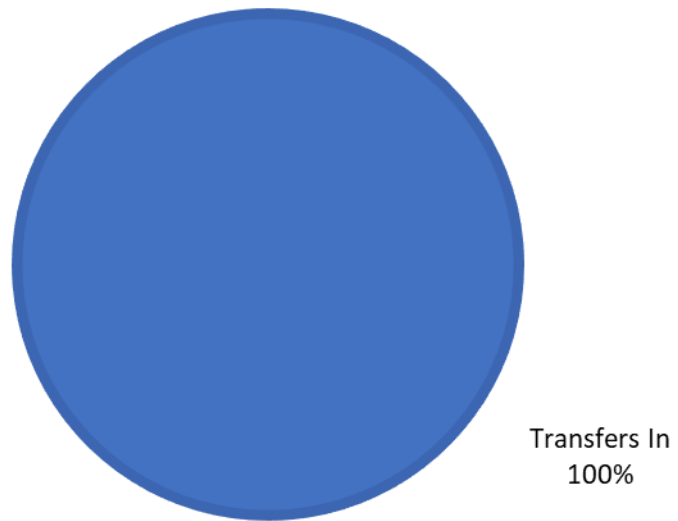
	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Arts & Culture Fund	0	0	0	0	0	150,000	---	150,000
Totals	\$0	\$0	\$0	\$0	0	\$150,000	\$0	\$150,000

Total Cash Available \$ 540,758

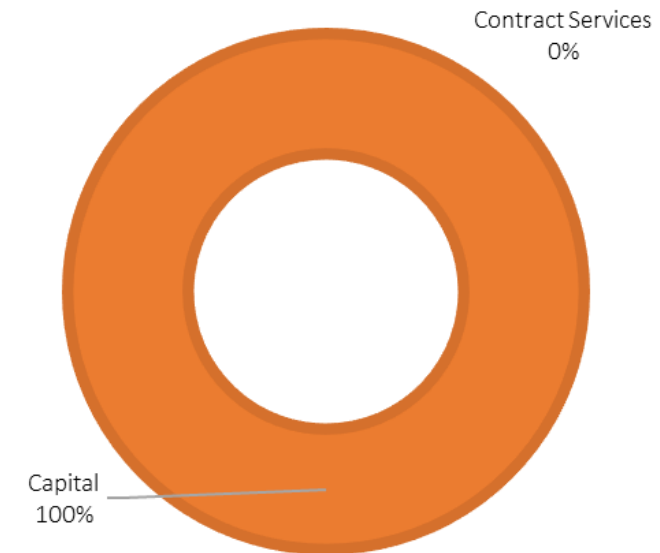
Ending Fund Balance \$ 390,758

Arts & Culture – Revenues & Expenditures

Revenues by Source



Expenditures by Category



Enterprise Funds



The Community that Cares

Water Fund – Budget Highlights

- ▶ Construction of the water treatment plant expansion
- ▶ Installation of a raw water transmission line
- ▶ Replacement and expansion of waterline on SH60
- ▶ Water conservation programming



Water Fund – Budget Summary

WATER FUND EXPENSE SUMMARY

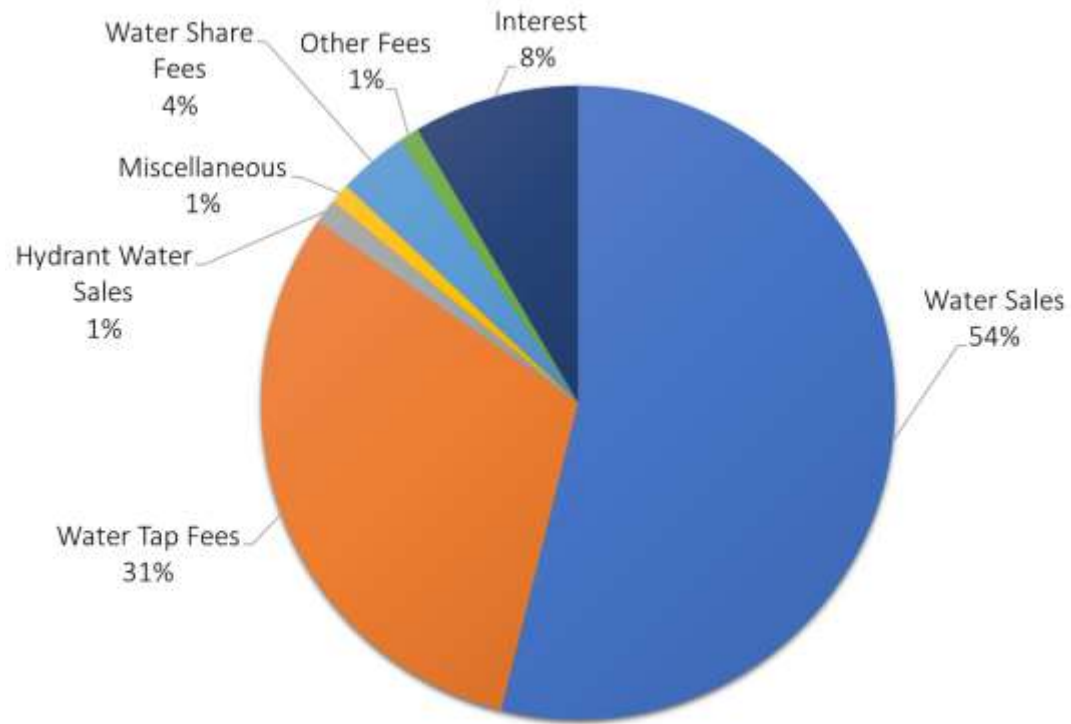
	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
WF Operations	1,154,200	1,151,885	1,195,100	1,638,000	5,139,185	58,200,000	4,790,750	68,129,935
WF C&D	580,000	200,210	503,575	11,000	1,294,785	4,679,000	-	5,973,785
Totals	\$ 1,734,200	\$ 1,352,095	\$1,698,675	\$ 1,649,000	\$ 6,433,970	\$62,879,000	\$4,790,750	\$ 74,103,720

Total Cash Available \$ 149,362,836

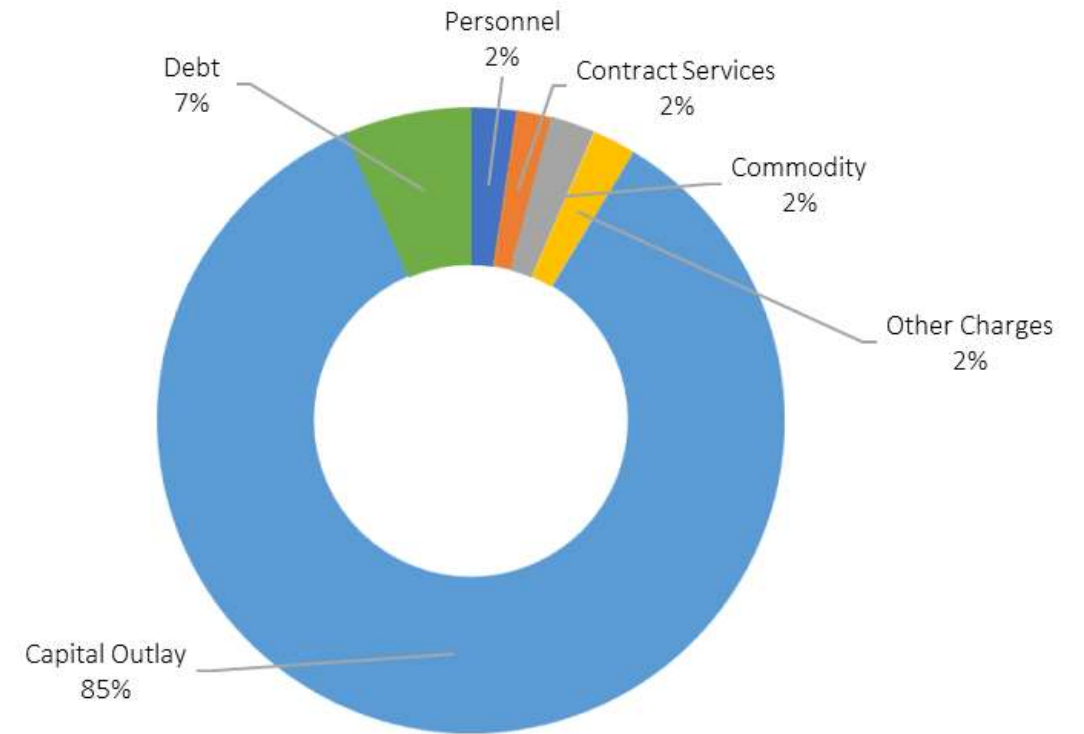
Ending Fund Balance \$ 75,259,116

Water Fund – Revenues & Expenditures

Revenues by Source



Expenditures by Category



Sewer Fund – Budget Highlights

- ▶ Construction on Central Wastewater Treatment Plant
- ▶ Infrastructure expansion
- ▶ Improvements to SCADA at lift stations



Sewer Fund – Budget Summary

SEWER FUND EXPENSE SUMMARY

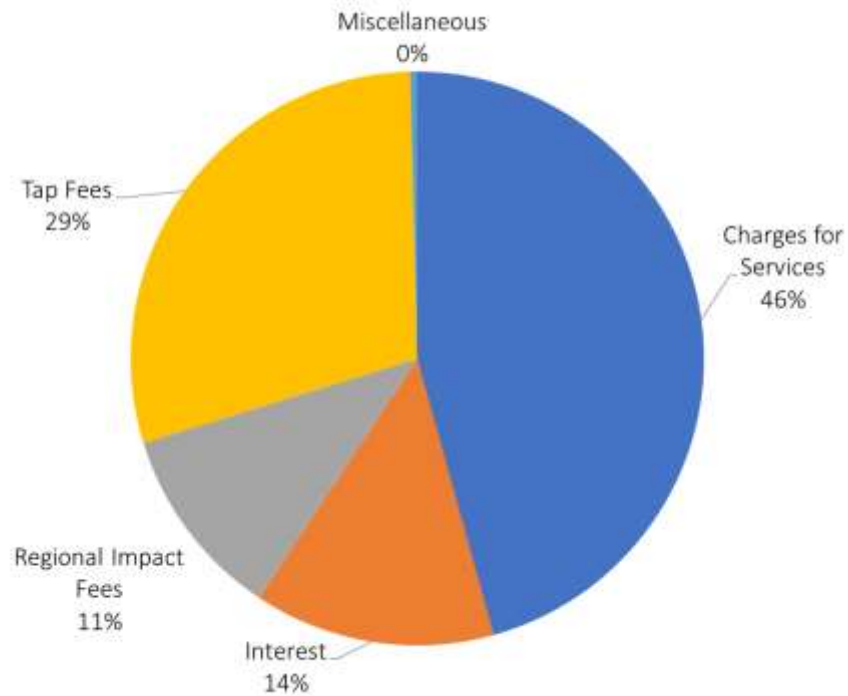
	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
SF Operations	933,500	1,018,500	301,300	1,536,500	3,789,800	23,610,000	2,769,900	30,169,700
SF C&D	300,400	385,800	51,100	11,000	748,300	2,204,000	-	2,952,300
Totals	\$ 1,233,900	\$ 1,404,300	\$ 352,400	\$ 1,547,500	\$ 4,538,100	\$ 25,814,000	\$ 2,769,900	\$ 33,122,000

Total Cash Available \$ 49,436,545

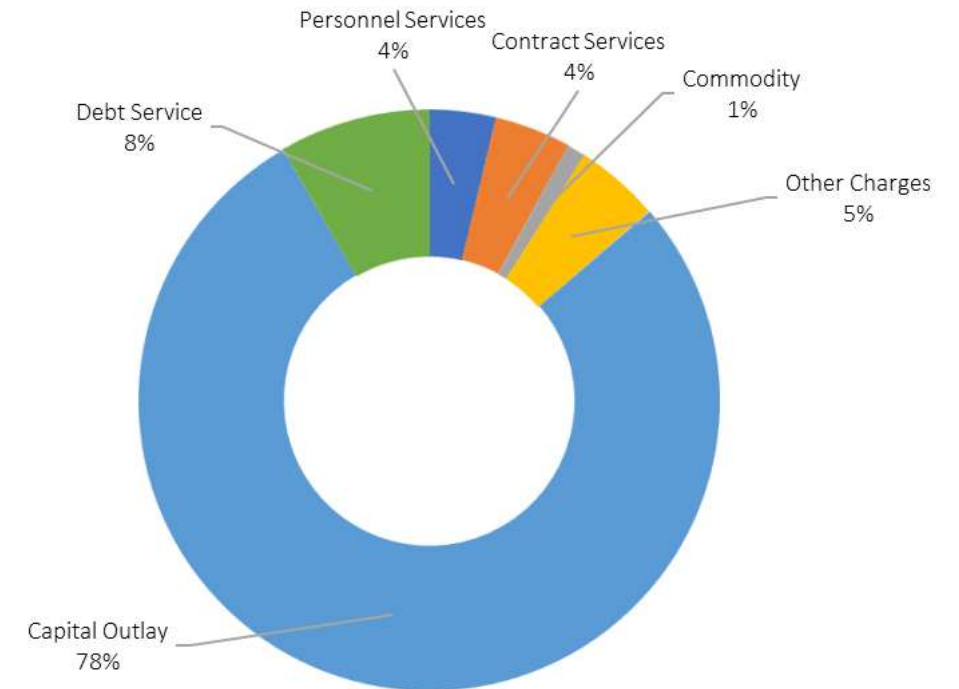
Ending Fund Balance \$ 16,314,545

Sewer Fund – Revenues & Expenditures

Revenues by Source



Expenditures by Category



Drainage Fund – Budget Highlights

- ▶ Maestas Street drainage improvements
- ▶ Stormwater Master Plan
- ▶ MS4 permit plans and standards



The Community that Cares

Drainage Fund – Budget Summary

DRAINAGE FUND EXPENSE SUMMARY

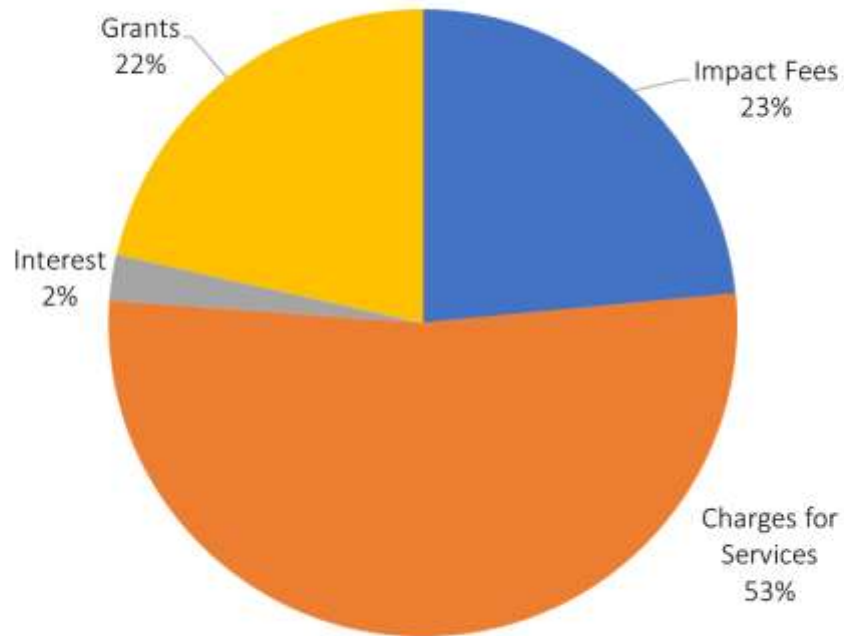
	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Drainage Fund	217,850	527,200	15,200	84,200	844,450	1,254,200	-	2,098,650
Totals	\$ 217,850	\$ 527,200	\$ 15,200	\$ 84,200	\$ 844,450	\$ 1,254,200	\$ -	\$ 2,098,650

Total Cash Available \$ 5,344,021

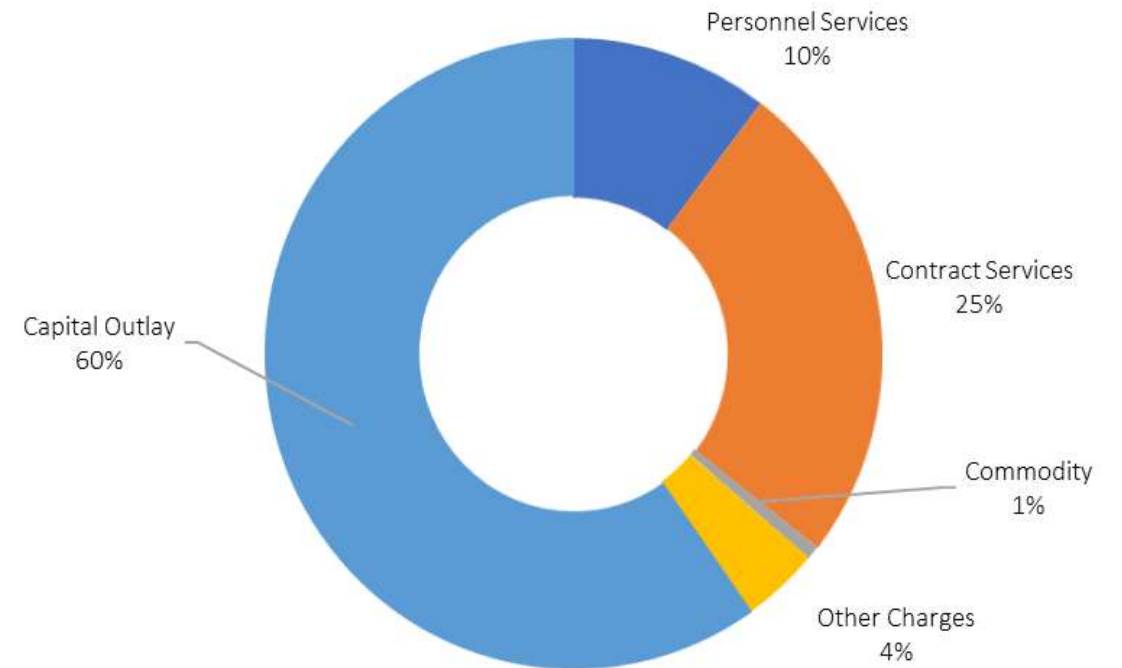
Ending Fund Balance \$ 3,245,371

Drainage Fund – Revenues & Expenditures

Revenues by Source



Expenditures by Category



Fiduciary Funds



The Community that Cares

Cemetery Perpetual Fund – Budget Summary

CEMETERY PERPETUAL EXPENSE SUMMARY

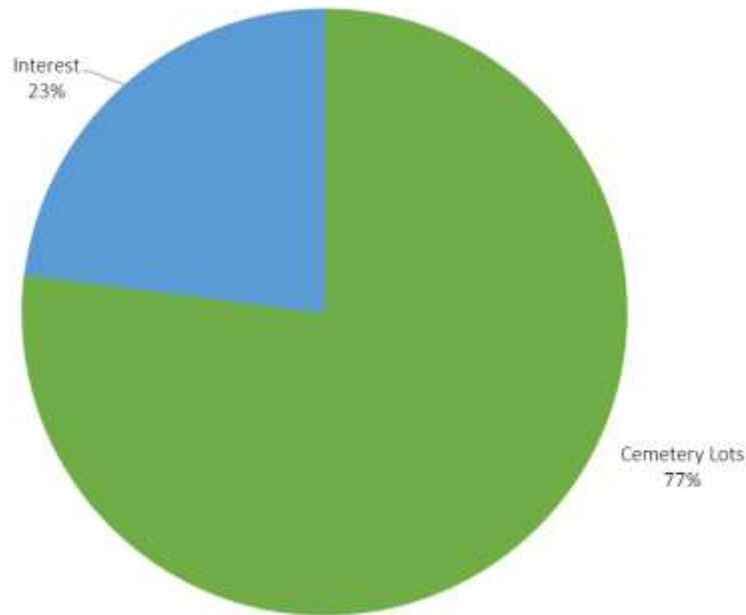
	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Cemetery Fund	-	-	-	-	-	-	-	-
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Cash Available \$ 221,630

Ending Fund Balance \$ 221,630

Cemetery Perpetual Fund – Revenues & Expenditures

Revenues by Source



Expenditures by Category

No Expenditures
in 2025