



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO

Monday, November 15, 2021 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

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 printed agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position.

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.

- [1.](#) Minutes - November 1, 2021
- [2.](#) October 2021 Financial Statements
- [3.](#) List of Bills - November 2021
- [4.](#) Second Reading Ordinance 2021-213 - Approving Rezoning of the property known as Riverbend Estates, consisting of approximately 171.414 acres, to Planned Unit Development - Residential (PUD-R)
- [5.](#) Second Reading of Ordinance 2021-214 Approving the P.U.D. Outline Development Plan for Riverbend Estates, consisting of approximately 171.414 acres, with Conditions
- [6.](#) Second Reading - Ordinance No. 2021-215 An Ordinance Repealing and Readopting Article IV of Chapter 7 of the Johnstown Municipal Code Concerning Waste Collection
- [7.](#) First Amendment to Franchise Agreement Town of Johnstown, Colorado and TDS Broadband Service, LLC
- [8.](#) Resolution 2021-43, Certifying Liens to Larimer and Weld Counties

TOWN MANAGER REPORT

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

TOWN ATTORNEY REPORT

PUBLIC HEARING

- [10.](#) Public Hearing - First Reading of Ordinance 2021-216, Authorizing The Sale Of Real Property And The Improvements Thereon, Located At Lot 2 Of Replat Of Block 2, Town Of Johnstown, County Of Weld, State Of Colorado, Known By Street Address As 16 North Parish Avenue, To Grows, LLC
- [11.](#) Ordinance 2021-217 Approving P.U.D. Outline Development Plan for Encore
- [12.](#) Resolution 2021-44 Approving the Final Subdivision Plat for Whitehall Subdivision Filing No. 1
- [13.](#) Resolution 2021-45 Approving the Preliminary Plat and Preliminary Development Plan for Johnstown Village Filing 2
- [14.](#) Second Public Hearing 2022 Budget

NEW BUSINESS

- [15.](#) Low Point Wastewater Treatment Plant Expansion Award

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

EXECUTIVE SESSION

INFORMATIONAL ITEMS

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at (970) 587-4664 within 48 hours prior to the meeting in order to request such assistance.

The Community That Cares

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Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO

Monday, November 01, 2021 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Lebsack called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

ROLL CALL

PRESENT

Mayor Gary Lebsack
Councilmember Damien Berg
Councilmember Amy Tallent
Councilmember Chad Young

ABSENT

Councilmember Troy Mellon
Councilmember Jesse Molinar
Councilmember Bill Stevens

Staff Present: Matt LeCercf, Town Manager, Avi Rocklin, Town Attorney, Mitzi McCoy, Finance Director, Kim Meyer, Planning Director, Sarah Crosthwaite, Economic Development Manager, Ellen Hilbig, Utilities Director, Brian Phillips, Chief of Police.

AGENDA APPROVAL

Motion made by Councilmember Berg, seconded by Councilmember Young to approve the agenda. Motion carried with a unanimous vote.

SPECIAL PRESENTATIONS

1. November 11, 2021 Veterans Day Proclamation – Councilmember Damien Berg read the proclamation.
2. Johnstown Lunch Box was honored as Business of the Month for November by Sarah Crosthwaite, Economic Development Manager
3. Johnstown Downtown Development Association - 3rd Quarter Presentation – Stephanie Podtburg and Jacob Bachman provided an update of activities.

PUBLIC COMMENT

Pauline Migliore, 337 Granite Way, asked Council to include electric vehicle charges in downtown Johnstown.

Loveland Fire Rescue Chief Sendelbach introduced himself to Council.

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November 1, 2021

CONSENT AGENDA

Motion made by Councilmember Berg, seconded by Councilmember Tallent to approve the Consent Agenda. Motion carried with a unanimous vote.

- Minutes - October 18, 2021
- First Amendment to Subdivision Development and Improvement Agreement For Town Of Johnstown (Johnstown Farms Filing No. 3)
- Second Reading Ordinance No. 2021-211, Approving P.U.D. Outline Development Plan Amendment 1 for Welty Ridge located in the Northeast Quarter of Section 10, Township 4 North, Range 68 West of the 6th P.M. County of Weld, State of Colorado Except that portion conveyed in Book 1570 at Page 620, consisting of approximately 144 acres.
- Resolution 2021-41 Adopting Weld County Multi-Jurisdictional Hazard Mitigation Plan (2021)

PUBLIC HEARING

1. Resolution 2021-42 Approving the 2021 Johnstown Area Comprehensive Plan - Mayor Lebsack opened the public hearing at 7:24 p.m. and heard from staff. The Planning and Zoning Commission is authorized to prepare a master plan for the Town and after approval refer the plan to the Town Council for consideration. Having no public comment, the hearing was closed at 7:44 p.m. Motion made by Councilmember Tallent, seconded by Councilmember Berg to approve Resolution 2021-42 Resolution Approving the 2021 Johnstown Area Comprehensive Plan. Motion carried with a unanimous vote.

2. Ordinance 2021-213 Approving the Rezoning of the Riverbend Estates to Planned Unit Development Residential (PUD-R) – Mayor Lebsack opened the public hearing at 7:44 p.m. and heard from staff. This is a request from the applicant Riverbend Estates Partners, LLC to change the zoning of the property to PUD-R Zone District in order to develop the property as a residential development. Mr. Lee Lowrey representing the applicant was present to answer questions. Kris Mott, 1602 Goldeneye Drive spoke in opposition of the development, his concerns are: is there a flood plan for the property, water pressure issues in Pioneer Ridge, traffic concerns on WCR 17, quality of life affected and overcrowding of the schools. Randy Rader, 1532 Goldeneye Drive also asked how is the developer going to address the flood plain, would like to see nicer homes in the development and how does this development fit the future of Johnstown. Having no further public comment, the hearing closed at 8:00 p.m. Based on findings and analysis presented at the meeting a motion was made by Councilmember Berg, seconded by Councilmember Young to approve Ordinance 2021-213 Approving the Riverbend Estates Rezoning to Planned Unit Development Residential (PUD-R). Motion carried with a unanimous vote.

3. Ordinance 2021-214 Approving P.U.D. Outline Development Plan for Riverbend Estates PUD – Mayor Lebsack opened the public hearing at 8:06 and heard from staff. This is a request from the applicant to establish an updated Outline Development Plan (ODP) for the Riverbend Estates development to create a residential neighborhood, creating 363 single family lots. Mary Whonrade, with Wohnrade Partners, the engineer for the project answered Council's questions about FEMA and the revised flood plain map affecting the property. Having no further public comments, the hearing closed at 8:49 p.m. Based upon findings and analysis presented at this hearing, Councilmember Young made a motion, seconded by Councilmember Tallent to approve Ordinance 2021-214 Approving the P.U.D. Outline Development Plan for Riverbend Estates, with the following conditions, to be revised and updated prior to the Second Reading of the Ordinance, to include 1. FEMA approves the pending CLOMR; 2. Widen CR17 to

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November 1, 2021

include the bridge over the Little Thompson River and accommodate the existing pedestrian walking trail. Motion carried with a unanimous vote.

4. Public Hearing: First Reading of Ordinance 2021-215 Repealing and Readopting Article IV of Chapter 7 of the Johnstown Municipal Code Concerning Waste Collection - Mayor Lebsack opened the public hearing at 8:53 p.m. and heard from staff. Having no public comment, the hearing closed at 8:58 p.m. Motion made by Councilmember Berg, seconded by Councilmember Young to approve Ordinance 2021-215 Repealing and Readopting Article IV of Chapter 7 of the Johnstown Municipal Code Concerning Waste Collection upon first reading. Motion carried with a unanimous vote.

13. Public Hearing - 2022 Proposed Budget - Mayor Lebsack opened the public hearing at 9:00 p.m. and heard from staff, Finance Director, Mitzi McCoy gave a brief overview of the proposed 2022 Budget. Having no public comment, the hearing closed at 9:22 p.m.

NEW BUSINESS

1. Johnstown Reservoir Dam Repair – This is a request to authorize additional funds in the 2022 budget to provide additional services to complete the project. Motion made by Councilmember Berg, seconded by Councilmember Young to authorize the additional funds for a total amount of \$639,660.00 and make the necessary 2022 budget allocations for the Johnstown Reservoir Dam Repair project to provide the following additional services; 1) Dewater the Johnstown Reservoir (\$88,500), 2) Dredge the Johnstown Reservoir (\$479,750), 3) Change Order Construction Items required by the State Review of the Contract Documents (\$51,610) and 4) Phase 2 & Close Out Construction Admin Costs (\$19,800). Motion carried with a unanimous vote.

2. Award South Tank Waterline Distribution System Construction Project – This is a request to award the construction contract for the South Tank Water Distribution System to SMH West, LLC. The project consists of connecting the 1.5 million-gallon elevated south water tank being constructed near the intersection of WCR17 and WCR 40 with a new distribution line from Hwy 60 to the tank site and connection to the Pioneer Ridge development. Motion made by Councilmember Young, seconded by Councilmember Berg to award the construction contract in the amount of \$9,044,000 to SMH West, LLC approve the additional services for J-U-B Engineers, Inc. in the amount of \$768,000 for Additional Services Request 1 and \$305,000 for Additional Services Request 1, as well as provide access to the remaining budgeted amount of \$727,300 by authorization from the Town Manager to approve the use of additional funds for unforeseen construction expenses encountered on the project not to exceed the budgeted amount. Motion carried with a unanimous vote.

3. Award Bid for Downtown Johnstown Parklet Project- The Town was awarded a grant to install modular parklets in the downtown area. An RFP was issued, with three qualified proposals returned. Based upon the proposals, staff would like to award the project to Modstreet. Motion made by Councilmember Berg, seconded by Councilmember Tallent to approve the Town of Johnstown Small Vendor Contractor Agreement awarding a contract to Modstreet. Motion carried with a unanimous vote.

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November 1, 2021

EXECUTIVE SESSION

17. An Executive Session to discuss the purchase of real property pursuant to C.R.S. Section 24-6-402(4)(a).

Motion made by Councilmember Young, seconded by Councilmember Berg to convene into Executive Session to discuss the purchase of real property pursuant to C.R.S. Section 24-6-402(4)(a) at 10:02 p.m. Motion carried with a unanimous vote.

The mayor reconvened the Regular Meeting at 10:20 p.m. and stated the only items discussed was what was stated in the motion.

ADJOURN

The meeting adjourned at 10:20 p.m.

Mayor

Town Clerk

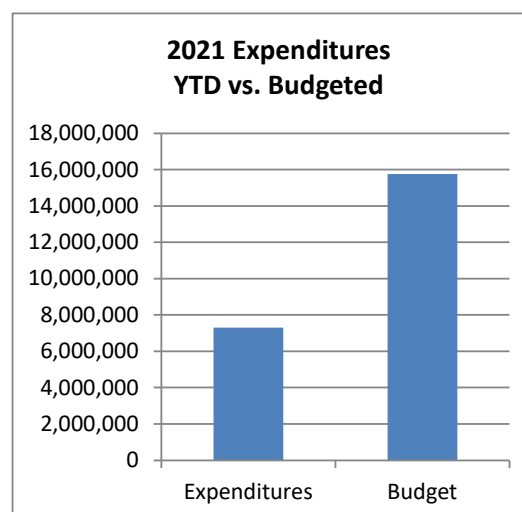
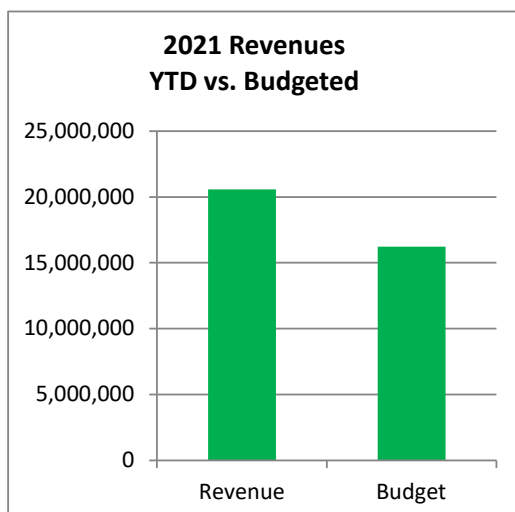
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending October 31, 2021
Unaudited

Item #2.

General Fund	2021 Actuals October	2021 Adopted Budget	% Complete
Beginning Fund Balance	53,447,470	53,447,470	
Revenues:			
Taxes & Fees	17,749,633	14,917,027	119.0%
Licenses & Permits	1,680,544	899,350	186.9%
Fines & Forfeitures	225,396	122,000	184.8%
Intergovernmental	79,416	40,000	198.5%
Earnings on Investment	83,878	112,000	74.9%
Miscellaneous Revenue	764,370	121,500	629.1%
Transfers In	-	-	
Total Operating Revenues	20,583,238	16,211,877	127.0%
Expenditures:			
Legislative	1,045,284	1,675,200	62.4%
Town Manager	519,592	968,280	53.7%
Town Clerk	302,394	413,885	73.1%
Finance	131,226	265,230	49.5%
Planning	725,758	641,740	113.1%
Building Inspections	188,305	259,350	72.6%
Police	2,715,102	3,765,193	72.1%
Public Works	166,936	214,375	77.9%
Buildings	171,465	312,300	54.9%
Transfers Out	1,330,530	7,242,457	18.4%
Total Expenditures	7,296,593	15,758,010	46.3%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	13,286,645	453,867	
Prior Period Adjustment			
Ending Fund Balance*	66,734,115	53,901,337	

* - Unaudited

83% of the fiscal year has elapsed



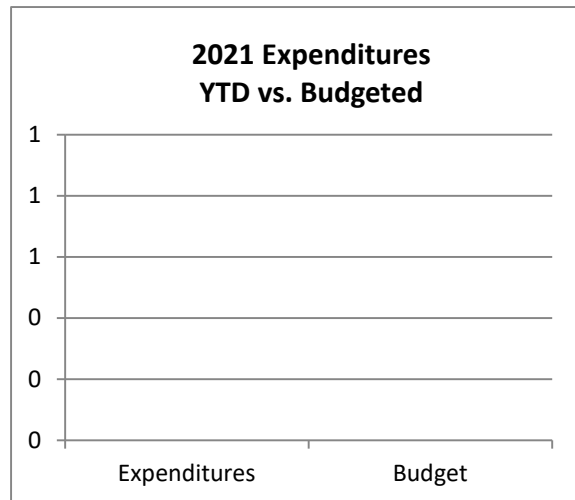
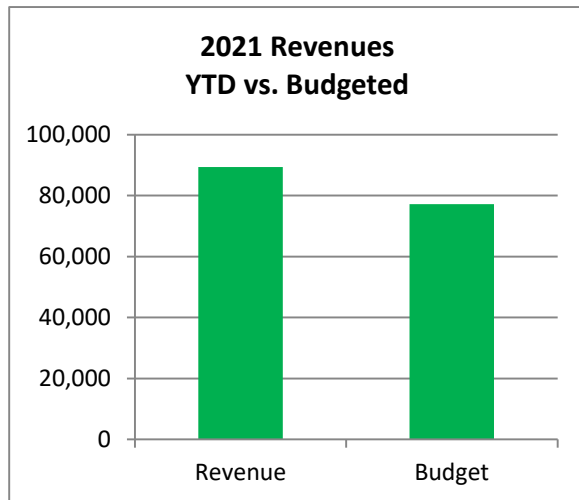
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending October 31, 2021
Unaudited

Item #2.

Conservation Trust Fund	2021 Actuals October	2021 Adopted Budget	% Complete
Beginning Fund Balance	8,159	8,159	
<u>Revenues:</u>			
Intergovernmental	89,378	77,100	115.9%
Earnings on Investment	41	100	41.0%
Total Operating Revenues	89,419	77,200	115.8%
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	89,419	77,200	
Ending Fund Balance*	97,578	85,359	

* - Unaudited

83% of the fiscal year has elapsed



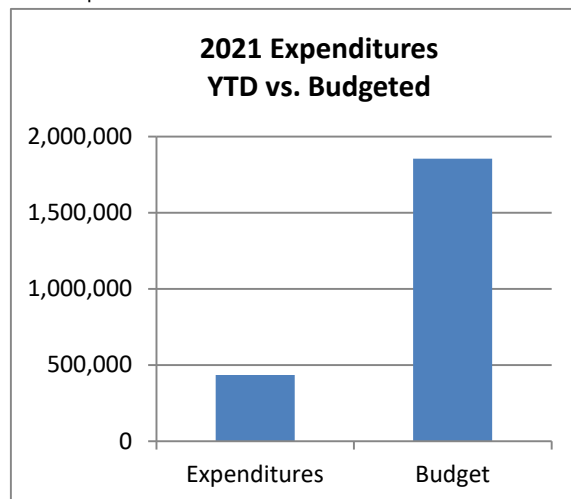
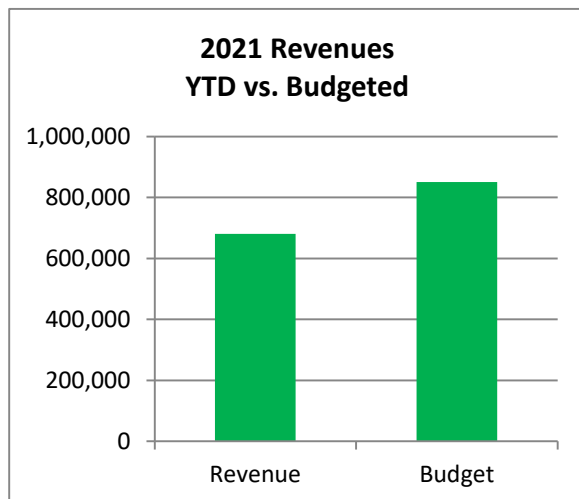
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending October 31, 2021
Unaudited

Item #2.

Parks and Open Space Fund	2021 Actuals October	2021 Adopted Budget	% Complete
Beginning Fund Balance	7,286,213	7,286,213	
<u>Revenues:</u>			
Taxes & Fees	545,648	401,910	135.8%
Miscellaneous Revenue	72,568	207,000	35.1%
Transfers In	60,000	220,000	27.3%
Total Operating Revenues	680,318	850,910	80.0%
<u>Expenditures:</u>			
Operations	320,802	614,410	52.2%
Capital Outlay	115,001	1,240,000	9.3%
Transfers Out	-	-	
Total Expenditures	435,803	1,854,410	23.5%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	244,515	(1,003,500)	
Ending Fund Balance*	7,530,728	6,282,713	

* - Unaudited

83% of the fiscal year has elapsed



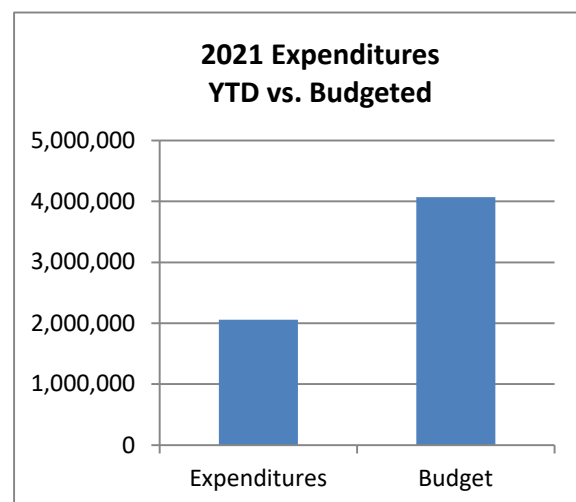
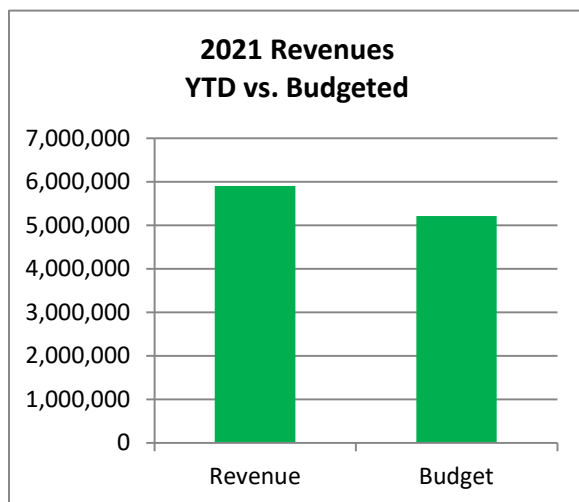
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending October 31, 2021
Unaudited

Item #2.

Street and Alley Fund	2021 Actuals October	2021 Adopted Budget	% Complete
Beginning Fund Balance	9,867,537	9,867,537	
<u>Revenues:</u>			
Taxes & Fees	3,867,733	2,838,400	136.3%
Intergovernmental	197,022	1,207,666	16.3%
Charges for Services	596,652	715,477	83.4%
Capital Investment Fees	1,189,665	420,550	282.9%
Earnings on Investment	2,938	28,000	10.5%
Miscellaneous Revenues	50,645	-	0.0%
Total Operating Revenues	5,904,656	5,210,093	113.3%
<u>Expenditures:</u>			
Operations & Maintenance	1,970,335	3,049,400	64.6%
Capital	89,481	1,019,000	8.8%
Total Expenditures	2,059,816	4,068,400	50.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	3,844,840	1,141,693	
Ending Fund Balance*	13,712,377	11,009,230	

* - Unaudited

83% of the fiscal year has elapsed



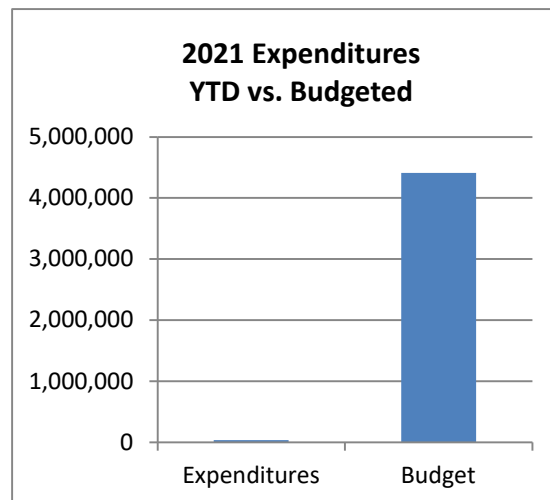
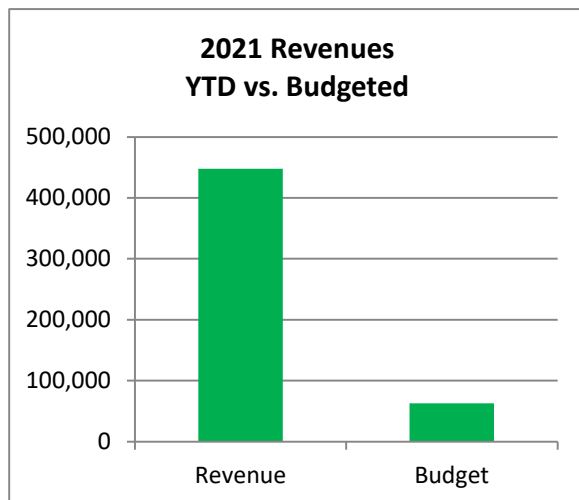
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending October 31, 2021
Unaudited

Item #2.

	2021 Actuals October	2021 Adopted Budget	% Complete
Capital Projects Fund			
Beginning Fund Balance	13,928,958	13,928,958	
<u>Revenues:</u>			
Taxes and Fees	443,534	111,940	396.2%
Miscellaneous Revenue	-	-	
Interest	3,941	36,000	10.9%
Transfers In	-	(85,100)	
Total Operating Revenues	447,475	62,840	712.1%
<u>Expenditures:</u>			
Capital Outlay	39,342	4,410,200	0.0%
Transfers Out	-	-	0.0%
Total Expenditures	39,342	4,410,200	0.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	408,132	(4,347,360)	
Ending Fund Balance*	14,337,090	9,581,598	

* - Unaudited

83% of the fiscal year has elapsed



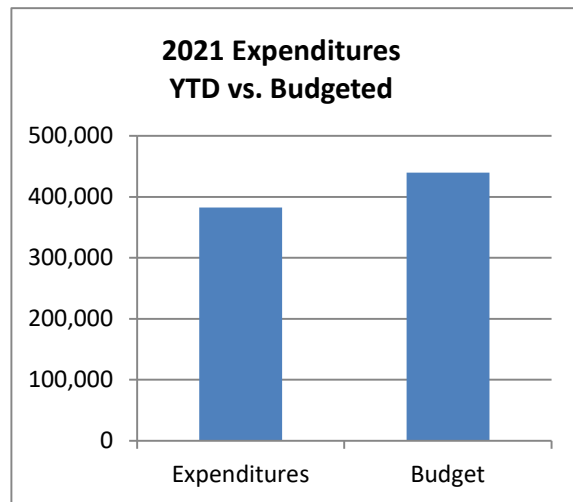
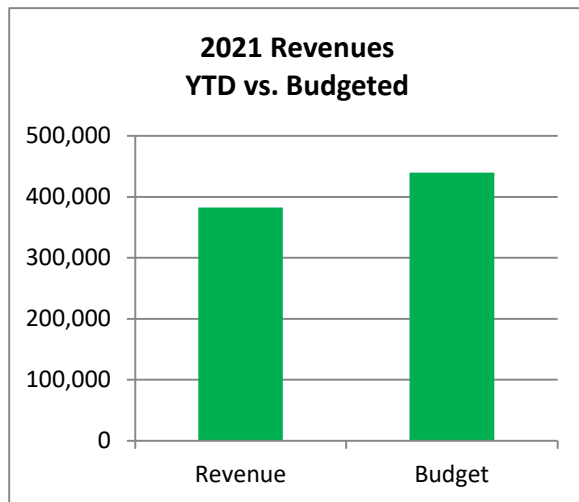
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending October 31, 2021
Unaudited

Item #2.

Tax Allocation Fund	2021 Actuals October	2021 Adopted Budget	% Complete
Beginning Fund Balance	95,951	95,951	
<u>Revenues:</u>			
Taxes & Fees	382,483	439,900	86.9%
Earnings on Investment	-	100	0.0%
Total Operating Revenues	382,483	440,000	86.9%
<u>Expenditures:</u>			
Miscellaneous	382,483	440,000	86.9%
Total Expenditures	382,483	440,000	86.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	-	
Ending Fund Balance*	95,951	95,951	

* - Unaudited

83% of the fiscal year has elapsed



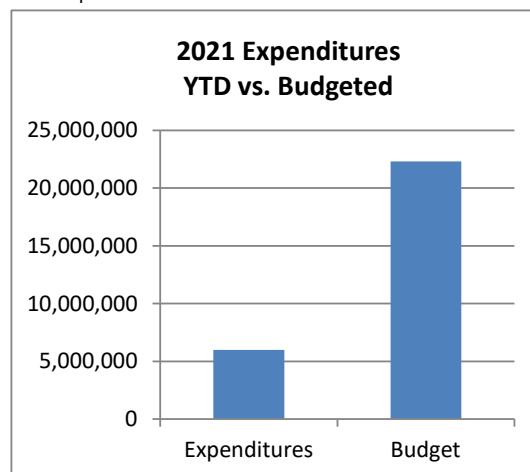
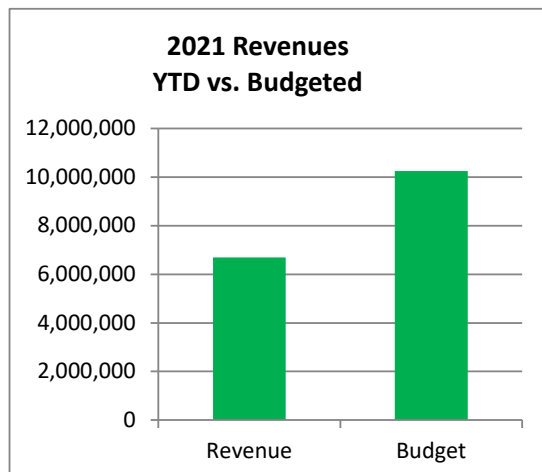
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending October 31, 2021
Unaudited

Item #2.

	2021 Actuals October	2021 Adopted Budget	% Complete
Water Fund			
Beginning Cash Balance	21,003,127	21,003,127	
<u>Revenues:</u>			
Charges for Services	3,915,474	2,902,500	134.9%
Total Operating Revenues	3,915,474	2,902,500	134.9%
<u>Expenses:</u>			
Administration	174,044	685,300	25.4%
Operations	1,972,149	1,979,973	99.6%
Capital Outlay	3,543,605	19,235,000	18.4%
Depreciation	297,026	410,000	72.4%
Transfers Out	-	-	
Total Operating Expenses	5,986,825	22,310,273	26.8%
Operating Income (Loss)	(2,071,351)	(19,407,773)	
<u>Non-Operating Revenues (Expenses)</u>			
Tap Fees	1,350,531	965,550	139.9%
Capital Investment Fees	1,159,682	816,294	142.1%
Misc. Revenues	258,970	5,466,500	4.7%
Interest Expense	5,797	95,000	6.1%
Total Non-Operating Revenues (Expenses)	2,774,980	7,343,344	37.8%
Excess (Deficiency) of Revenues and Other Sources over Expenses	703,629	(12,064,429)	
Ending Cash Balance*	21,706,756	8,938,698	

* - Unaudited

83% of the fiscal year has elapsed



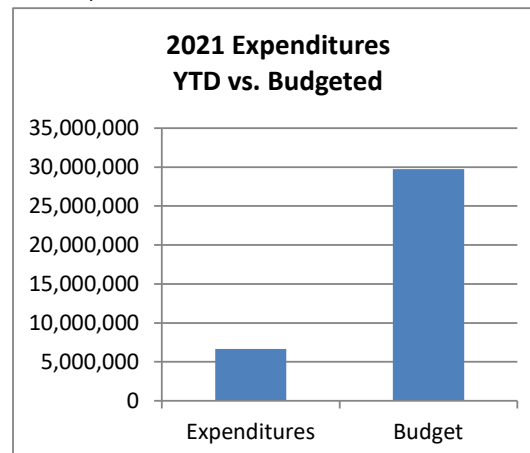
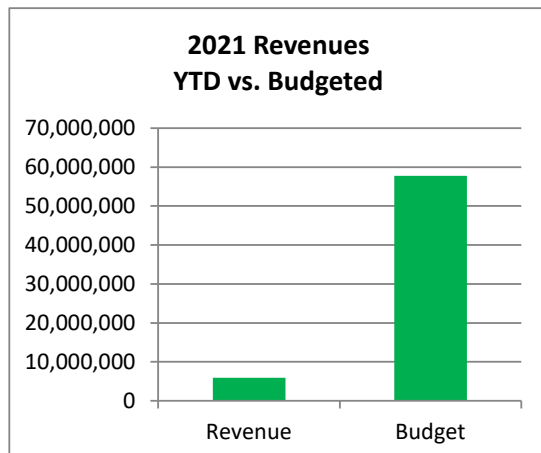
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending October 31, 2021
Unaudited

Item #2.

	2021 Actuals October	2021 Adopted Budget	% Complete
Sewer Fund			
Beginning Cash Balance	9,416,795	9,416,795	
<u>Revenues:</u>			
Charges for Services	2,080,853	2,123,500	98.0%
Total Operating Revenues	2,080,853	2,123,500	98.0%
<u>Expenses:</u>			
Administration	162,489	307,200	52.9%
Operations	1,322,349	1,814,153	72.9%
Capital Outlay	4,973,833	25,386,600	19.6%
Depreciation	187,883	235,000	80.0%
Debt Service	-	1,998,069	0.0%
Total Operating Expenses	6,646,555	29,741,022	22.3%
Operating Income (Loss)	(4,565,702)	(27,617,522)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Improvement Fees	1,879,830	1,192,000	157.7%
Misc. Revenues	1,935,778	2,000	96788.9%
Interest Expense	4,704	7,200	65.3%
Debt Proceeds	-	54,450,000	0.0%
Total Non-Operating Revenues (Expenses)	3,820,312	55,651,200	6.9%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(745,390)	28,033,678	
Ending Cash Balance*	8,671,405	37,450,473	

* - Unaudited

83% of the fiscal year has elapsed



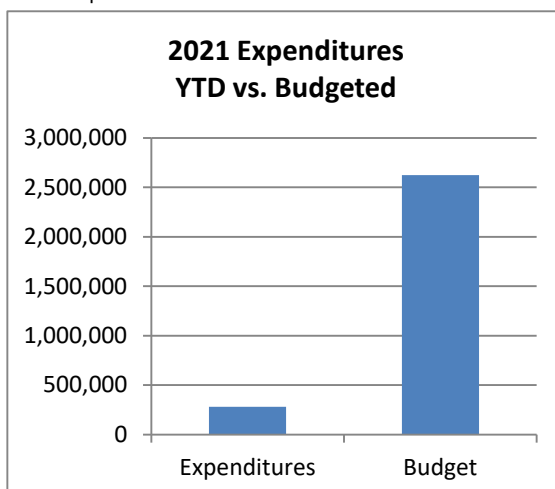
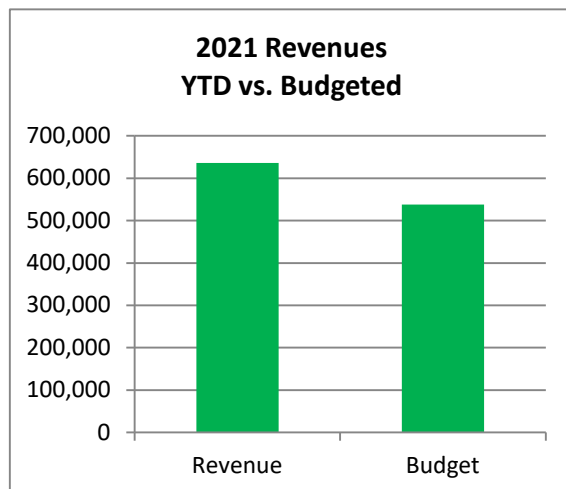
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending October 31, 2021
Unaudited

Item #2.

Drainage Fund	2021 Actuals October	2021 Adopted Budget	% Complete
Beginning Cash Balance	3,459,518	3,459,518	
<u>Revenues:</u>			
Charges for Services	368,830	457,200	80.7%
Total Operating Revenues	368,830	457,200	80.7%
<u>Expenses:</u>			
Administration	112,917	144,250	78.3%
Operations	113,492	309,930	36.6%
Capital Improvements	55,016	2,168,750	2.5%
Transfer Out	-	-	
Total Operating Expenses	281,425	2,622,930	10.7%
Operating Income (Loss)	87,404	(2,165,730)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	266,402	75,000	355.2%
Misc. Revenues	-	-	
Interest Expense	848	5,400	15.7%
Total Non-Operating Revenues (Expenses)	267,250	80,400	332.4%
Excess (Deficiency) of Revenues and Other Sources over Expenses	354,654	(2,085,330)	
Ending Cash Balance*	3,814,172	1,374,188	

* - Unaudited

83% of the fiscal year has elapsed



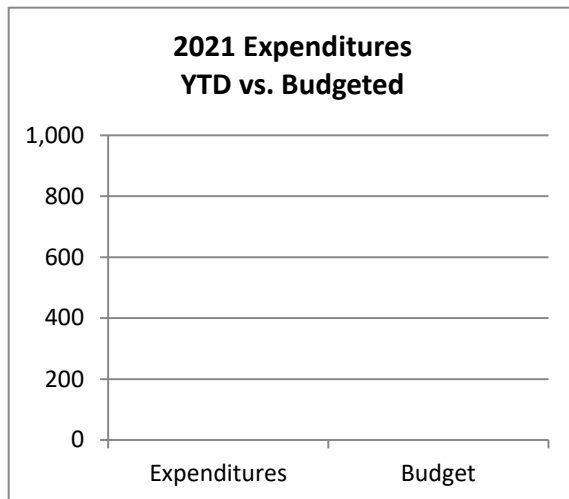
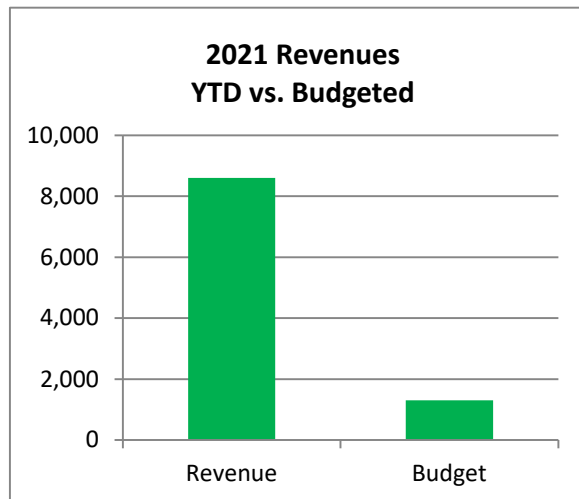
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending October 31, 2021
Unaudited

Item #2.

Cemetery Perpetual Fund	2021 Actuals October	2021 Adopted Budget	% Complete
Beginning Fund Balance	144,554	144,554	
<u>Revenues:</u>			
Miscellaneous Revenue	8,555	900	950.5%
Earnings on Investment	49	400	12.3%
Total Operating Revenues	8,604	1,300	661.8%
<u>Expenditures:</u>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	8,604	1,300	
Ending Fund Balance*	153,158	145,854	

* - Unaudited

83% of the fiscal year has elapsed



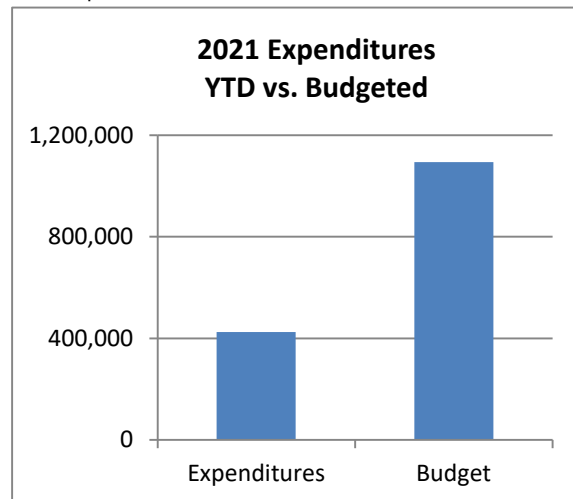
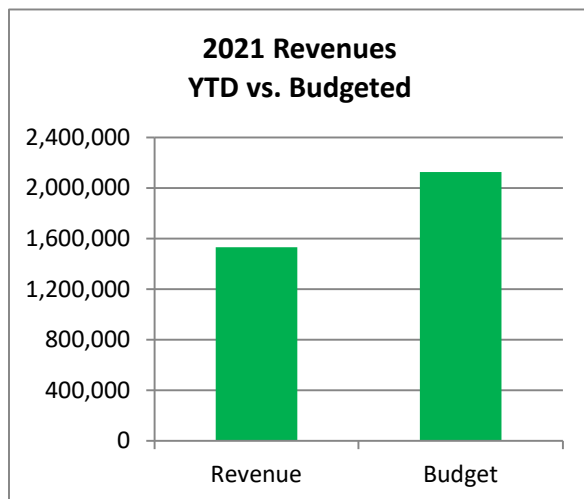
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending October 31, 2021
Unaudited

Item #2.

Library Fund	2021 Actuals October	2021 Adopted Budget	% Complete
Beginning Fund Balance	5,315,977	5,315,977	
<u>Revenues:</u>			
Intergovernmental	550,267	703,095	78.3%
Miscellaneous Revenue	2,565	11,000	23.3%
Capital Investment Fees	192,864	215,000	89.7%
Interest	1,962	60,000	3.3%
Transfers In	784,397	1,137,657	68.9%
Total Operating Revenues	1,532,055	2,126,752	72.0%
<u>Expenditures:</u>			
Operations	389,438	1,094,500	35.6%
Capital Outlay	35,313	-	0.0%
Total Expenditures	424,751	1,094,500	38.8%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	1,107,304	1,032,252	
Ending Fund Balance*	6,423,281	6,348,229	

* - Unaudited

83% of the fiscal year has elapsed



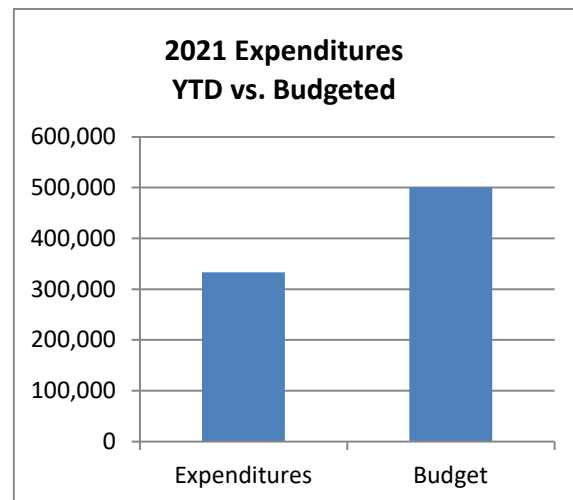
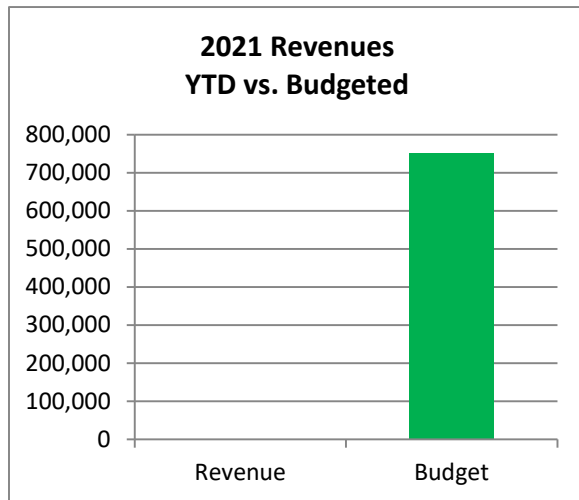
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending October 31, 2021
Unaudited

Item #2.

Recreation Center Fund	2021 Actuals October	2021 Adopted Budget	% Complete
Beginning Fund Balance	1,422,738	1,422,738	
<u>Revenues:</u>			
Transfers In	-	750,000	0.0%
Earnings on Investment	-	-	
Total Operating Revenues	-	750,000	0.0%
<u>Expenditures:</u>			
Operations & Maintenance	333,333	500,000	0.0%
Capital Outlay	-	-	
Total Expenditures	333,333	500,000	66.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(333,333)	250,000	
Ending Fund Balance*	1,089,405	1,672,738	

* - Unaudited

83% of the fiscal year has elapsed



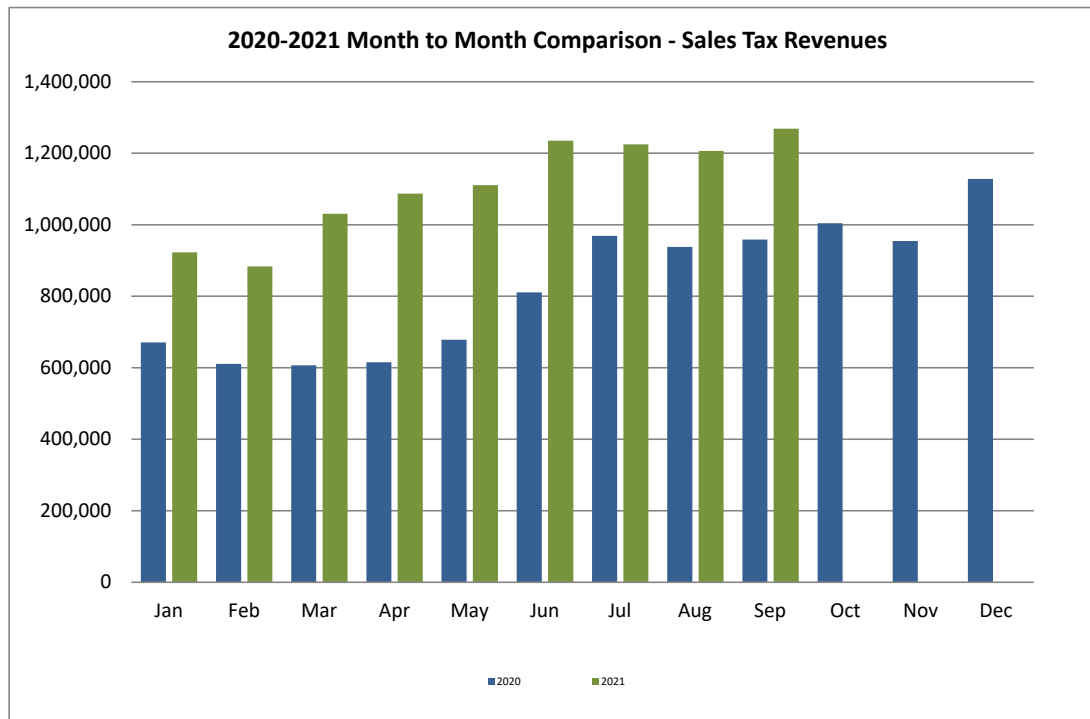
Sales Tax Analysis and Comparison 2021

Item #2.

<u>Month/Year</u>	<u>Sales Tax Collected*</u>	<u>Motor Vehicle Sales Tax Collected*</u>	<u>Total Sales Taxes Collected*</u>
Jan-20	497,742	173,194	670,936
Feb-20	499,117	111,639	610,756
Mar-20	491,392	115,467	606,860
Apr-20	531,113	84,279	615,392
May-20	607,705	70,708	678,414
Jun-20	663,024	148,031	811,055
Jul-20	772,660	196,194	968,854
Aug-20	779,425	158,666	938,091
Sep-20	824,605	134,268	958,873
Oct-20	765,787	238,719	1,004,506
Nov-20	827,990	126,680	954,671
Dec-20	981,199	146,594	1,127,793
2020 Total	8,241,761	1,704,440	9,946,201

Jan-21	744,120	178,705	922,826
Feb-21	743,695	139,660	883,356
Mar-21	906,817	124,138	1,030,955
Apr-21	918,293	168,662	1,086,954
May-21	896,848	213,617	1,110,465
Jun-21	1,015,237	219,682	1,234,920
Jul-21	1,028,270	196,440	1,224,709
Aug-21	999,329	206,802	1,206,132
Sep-21	1,057,297	211,060	1,268,357
Oct-21	0	0	0
Nov-21	0	0	0
Dec-21	0	0	0
2021 Total	8,309,907	1,658,767	9,968,674

Jan - Sept 2020	5,666,785	1,192,446	6,859,231
Jan - Sept 2021	8,309,907	1,658,767	9,968,674
% Increase (Decrease)	46.64%	39.11%	45.33%



* Amounts shown reflect different reporting periods for various entities.

Town of Johnstown
List of Bills October 4, 2021 to November 4, 2021

Item #3.

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
4990 Ronald Reagan LLC	Police substation lease	PD	3,039.50
A & E Tire Inc	Vehicle maintenance	PW	3,547.06
A Good Hair Day	Johnstown Cash	ADM	40.00
Ace Hardware	Supplies	PW/PD	557.68
Ace Hardware of Johnstown	Johnstown Cash	ADM	260.00
Adamson Police Products	Uniforms	PD	1,379.93
All Copy Products, Inc	Supplies	ALL	524.23
AM Signal LLC	Signs	PW	14,360.00
Andale Construction Inc.	Pavement maintenance	PW	285,092.80
Aqua Backflow, Inc.	Mailings	PW	40.00
Arrowhead Scientific Inc.	Lab supplies	PD	1,441.55
Arthur M. Griffiths	Easements	ADM	6,216.00
Baseline Engineering Corporation	Professional services	ADM	1,350.00
BearCom	Equipment	PD	680.00
BHA Design Incorporated	Professional services	PW	7,775.00
Black Sheep Coffee & Crepes	Johnstown Cash	ADM	240.00
Blayne Banghart	Supplies reimbursement	PW	310.00
Bludot Technologies Inc.	Economic development CRM	ADM	195.00
Blue Valley Heating and Cooling	JHS boiler	ADM	6,625.00
BPS Tactical, Inc.	Uniform	PD	537.00
Branden Morgan	Supplies reimbursement	PD	84.00
Browns Hill Engineering & Controls	Central Scada	PW	2,462.98
B's Coffee	Johnstown Cash	ADM	140.00
Burns & McDonnell Engineering Co Inc.	GAC project	PW	41,000.23
Canine Cuts Grooming Salon	Johnstown Cash	ADM	20.00
Card Services	Training / supplies	ALL	6,381.33
Caselle, Inc	Software support Johnstown	ALL	1,796.00
Cassidy's Sports Grill	Cash	ADM	120.00
Cate Brothers Inc.	Hydrant meter deposit refund	ADM	1,500.00
CDPHE, Water Quality Control Division	Professional services	PW	13,460.00
Central Weld County Water District	Interconnect	PW	1,136.00
CenturyLink	Telephone	PW	498.04
Cinco Brothers Barbershop	Johnstown Cash	ADM	20.00
Cintas	Mat service	ALL	1,059.90
Cirsa	Deductible	ADM	1,000.00
CMS Mechanical Services	HVAC-Town Hall	PW	2,177.07
Colorado Analytical Labs	Lab testing	PW	2,817.00
Colorado Materials, Inc.	Gravel	PW	1,051.46
Connected Chiropractic	Johnstown Cash	ADM	20.00
Connell Resources, Inc.	Central Phase 1 Professional	PW	617,350.74
Consolidated Hillsborough Ditch Co	Services Professional Services	PW	30,000.00
Consolidated Home Supply Ditch & Core & Main	GAC project / hydrant meter	PW	1,513.90
	Refund	PW	10,857.96
Custom Fence and Supply Company	Supplies reimbursement	ADM	65.92
Daniel Lord	Irrigation supplies	PW	186.65
DBC Irrigation Supply		PW	208.90

Town of Johnstown
List of Bills October 4, 2021 to November 4, 2021

Item #3.

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
DeFALCO Construction Co	SH60 waterline loop	PW	215,785.48
Defense Investigations LLC	Professional services	PD	60.00
Denali Water Solutions LLC	Professional services	PW	4,985.28
Denver Industrial Sales & Services Co	Supplies	PW	1,484.00
DES Pipeline Maintenance, LLC	Sewer inspections	PW	1,350.00
Dietze and Davis P.C.	Billback - Professional services	ADM	4,503.44
DPC Industries Inc	Chemicals	PW	24,048.54
Economic & Planning Systems, Inc.	Billback - Contract services	ADM	19,131.25
Entenmann-Rovin Co.	Uniforms	PD	303.00
Envirotech Services, Inc	Equipment	PW	8,287.68
Ergomed	Employment screening	ADM	720.00
Felsburg Holt & Ullevig Inc	Billback - Engineering services	ADM	8,542.50
Ferguson Waterworks	Supplies	PW	68.44
Firestone Complete Auto Care	Professional services	PD	1,669.47
First Class Security Systems	Fire system monitoring	PW	128.80
First National Bank	Custodial services	ADM	3,096.81
Galls LLC	Uniforms	PD	148.52
George Seward	Easements	ADM	35,891.00
Glenn A. Jones Library	Library support	ADM	189,609.50
Gopher Excavation, Inc.	Water line repair	PW	10,775.50
Grainger, Inc.	Supplies	PW	520.96
Ground Engineering Consultants, Inc.	Professional services	PW	1,741.50
Hach Company	Supplies	PW	360.39
Hays Market	Johnstown Cash	ADM	900.00
Hays Market Inc	Supplies	ADM	60.90
Helton & Williamsen, P.C.	Engineering services	ADM	10,757.50
Helton & Williamsen, P.C.	Billback - Engineering services	ADM	11,343.82
Hill & Robbins, PC	Professional services	ADM	2,514.50
Hiroshi Teriyaki Grill, Inc.	Johnstown Cash	ADM	80.00
IMEG Corp	Billback- Engineering services	ADM	267,639.88
Infosend, Inc.	Utility bill printing	ADM	12,920.26
Insight North America, LLC	Investment services	ADM	6,066.93
Interstate Battery of the Rockies	Supplies	PW	263.90
J&S Contractors Supply Co.	Grader blades	PW	3,311.34
J&T Consulting, Inc.	Professional services	PW	7,368.50
Johnstown Breeze	Printing	ADM	2,917.76
Johnstown Lunch Box, LLC	Johnstown Cash	ADM	100.00
Johnstown Senior Center	Supplies	ADM	112.58
J-Town Nutrition	Johnstown Cash	ADM	20.00
Kerr-McGee Gathering, LLC	Easements	ADM	13,267.00
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	53,168.08
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	16,784.00
Lazar, Michael	Municipal Court Judge	ADM	3,150.00
Lazy Dog Johnstown, LLC	Johnstown Cash	ADM	160.00
Life Stories Child & Family Advocacy	Quarterly fees	PW	156.00
Lift Coffee Bar	Johnstown Cash	ADM	160.00

Town of Johnstown
List of Bills October 4, 2021 to November 4, 2021

Item #3.

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Little Thompson Water District	Interconnect	PW	1,028.73
Loveland Barricade LLC	Signs	PW	32,262.50
LYS Salon	Johnstown Cash	ADM	20.00
Mac Equipment, Inc	Equipment repair	PW	1,019.10
Magellan Advisors LLC	Broadband study	ADM	14,525.00
McGeady Becher P.C.	Professional services	ADM	2,343.00
Milliken Johnstown Electric	Professional services	PW	2,142.50
Moltz Construction Inc.	Professional services	PW	25,945.48
Mountain States Pipe & Supply	Water meters	PW	199.52
Mr. Donuts	Johnstown Cash	ADM	40.00
Nalco Company LLC	Chemicals	PW	57,469.78
Napa Auto Parts, Inc	Vehicle repair	PW/PD	627.46
National Pen Co. LLC	Office / advertising	ADM	243.59
Newsom Gamez, Shirley	Monthly mileage	ADM	130.00
Office Depot Business Credit	Office supplies	ALL	746.77
Otak	LT Trail	PW	1,257.25
Peak Performance Imaging Solutions	Training	ADM	150.00
Peak View Enterprises, LLC	Broadband study	ADM	5,000.00
Post Modern Development, LLC	Easements	ADM	2,275.00
Poudre Valley REA	Utilities	PW	9,614.39
ProCode Inc.	Inspection services	ADM	15,000.00
Purchase Power	Postage meter	ADM/PD	301.50
Ramey Environmental Compliance Inc.	Water & wastewater services	PW	10,579.95
Rhinehart Oil Co., Inc.	Fuel	PD/PW	5,192.79
Riverwood Massage	Johnstown Cash	ADM	40.00
RoadSafe Traffic Systems	Thermo plastic	PW	1,528.64
Roberts Excavation Corporation	Hydrant meter deposit refund	ADM	1,500.00
Sam's Club MC/SYNCB	Office supplies	PD	102.08
Santiago's Mexican Restaurant	Johnstown Cash	ADM	260.00
Scott Contracting Inc.	Hydrant meter deposit refund	ADM	1,500.00
Security Central, Inc	Alarm monitoring	PW	219.00
Shine Bright Aesthetics & Beauty	Johnstown Cash	ADM	20.00
Smith Valuation Consultants LLC	Professional services	PW	3,750.00
Striglos	Software support	ADM	7,044.00
Survival Armor	Uniforms	PD	190.71
Tait & Associates, Inc.	Engineering services	PW	58,017.12
TDS (430 S. Parish)	Telephone	ALL	2,587.24
TechMedia, LLC	Marketing / Civic Day	ADM	1,764.43
The Home Depot/GECE	Supplies	PW	190.99
The Tree Farm	Supplies	PW	3,717.06
TimberLAN	IT services	ALL	1,500.00
TimeValue Software	Software	ADM	60.00
T-Mobile	Cell phone	PD	32.91
Town of Johnstown	Petty Cash	ADM	216.19
Traffic Signal Controls Inc	Traffic assembly	PW	5,800.00
Traverse Builders LLC	Hydrant meter deposit refund	ADM	1,500.00

Town of Johnstown
List of Bills October 4, 2021 to November 4, 2021

Item #3.

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
TruGreen Chemlawn	Chemicals	PW	5,103.00
UC Health Medical Group	Professional services	PD	1,476.56
United Power, Inc	Utilities	PW	791.90
USA Bluebook	Supplies	PW	195.50
Utility Notification Center of Colorado	Locates	PW	885.72
Utility Refund	Utility refunds	ADM	4,741.78
VCA Fort Collins Animal Hospital	K9 medical services	PD	1,099.08
Verizon Wireless	Cell phones	PW/PD	6,375.83
Veteran Brothers Brewing	Johnstown Cash	ADM	40.00
Wagner Equipment Co.	Repair	PW	261.64
Waste Connections of Colorado Inc.	Trash services	PW	71,024.15
Weeds Commercial Mowing LLC	Weed mowing	PD	180.00
Weld County	Community outreach	ADM	17.00
Weld County Sheriff	Jail fees	PD	59.42
Wellspring Therapeutics LLC	Johnstown Cash	ADM	20.00
White Cap	GAC system	PW	283.30
Wickham Tractor Co.	Plow	PW	84.08
Windstream	Telephone/internet	ALL	1,077.91
Winters, Hughes & Laue, LLC	Prosecuting attorney services	ADM	4,815.00
Workwell Occupational Medicine	CDL	PW	90.00
Xcel Energy	Utilities	ALL	71,966.69
Yost Cleaning	Monthly cleaning service	ADM	2,804.00
			2,470,621.08



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 15, 2021

SUBJECT: Ordinance 2021-213 Approving the Rezoning of the Riverbend Estates to Planned Unit Development – Residential (PUD-R)

ACTION PROPOSED: Consider Ordinance 2021-213 on Second Reading – Approving the Rezoning of the Riverbend Estates to Planned Unit Development – Residential (PUD-R)

ATTACHMENTS:

1. Ordinance 2021-213
2. Vicinity Map
3. Proposed Riverbend Estates Zoning Plat

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Applicant requested a change of zone (rezoning) to the PUD-R Zone District to clarify the intent to develop this property as a residential development.

Council held a public hearing on November 1, 2021 and approved Ordinance No. 2021-213 on first reading.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2021-213 approving Riverbend Estates Rezoning to Planned Unit Development (PUD-R), on second reading.

The Community That Cares

johnstown.colorado.gov

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO 80534 | F: 970.587.0141

Reviewed and Approved for Presentation,



Town Manager

The Community That Cares

www.johnstown.colorado.gov

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2021-213**

APPROVING REZONING OF THE PROPERTY KNOWN AS RIVERBEND ESTATES, LOCATED IN THE EAST HALF OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 171.414 ACRES, TO PLANNED UNIT DEVELOPMENT - RESIDENTIAL (PUD-R)

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, Riverbend Estates Partners, LLC, a Colorado limited liability company, the property owner, applied to rezone the property known as Riverbend Estates, located in the East Half of Section 17, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 171.414 acres, being more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference (“Property”), from Planned Unit Development - Mixed Use (“PUD-MU”) to Planned Unit Development - Residential (“PUD-R”); and

WHEREAS, the request to rezone the Property is based on the fact that the Riverbend Estates subdivision is anticipated to include only residential dwelling units; and

WHEREAS, on September 15, 2021, the Town Planning and Zoning Commission held a hearing and recommended approval of PUD-R zoning on the Property; and

WHEREAS, on November 1, 2021, 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 PUD-R conforms to the *Johnstown Area Comprehensive Plan* 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 known as Riverbend Estates and more particularly described on the attached Exhibit A shall hereby and hereinafter be designated as PUD-R.
2. 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.

3. 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 _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

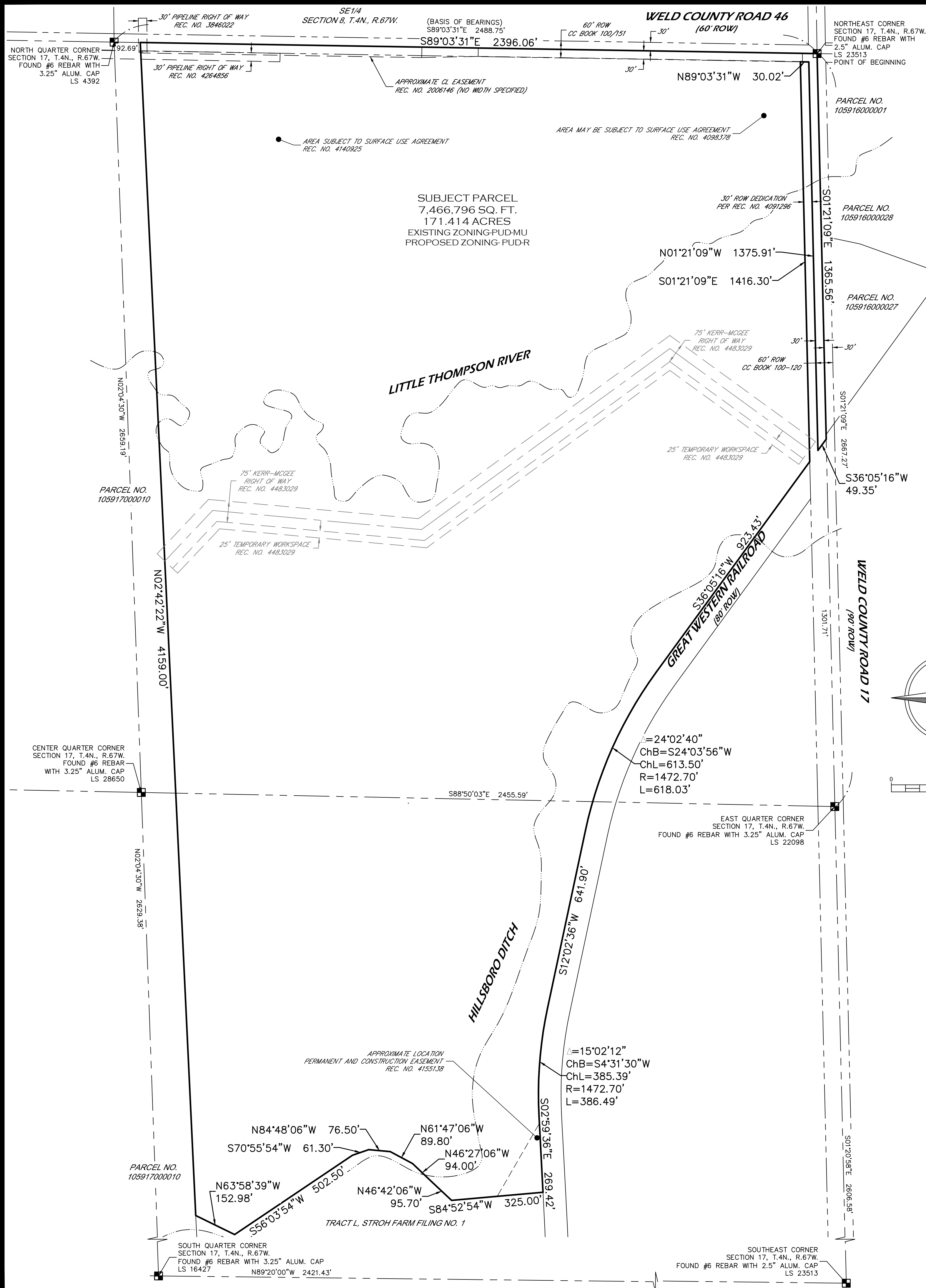
SCALE: 1" = 3,000'



RIVERBEND ESTATES SUBDIVISION

OUTLINE DEVELOPMENT PLAN
MARCH 30, 2021





RIVERBEND ESTATES P.U.D. ZONING PLAT

TOWN OF JOHNSTOWN, COLORADO

SITUATE IN THE EAST HALF OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M. COUNTY OF WELD, STATE OF COLORADO

171.414 ACRES

PROPERTY DESCRIPTION

A parcel of land, situate in the East Half (E1/2) of Section Seventeen (17), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 17 and assuming the North line of said NE1/4 as bearing South 89°03'31" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2488.75 feet, monumented as shown on this drawing, and with all other bearings contained herein relative thereto;

THENCE South 01°21'09" East along the East line of said NE1/4 a distance of 1365.56 feet;
THENCE South 36°05'16" West a distance of 49.35 feet to the East line of that parcel as described in the Deed of Dedication as recorded March 18, 2015 at Reception No. 4091296 of the Weld County Clerk & Recorder (WCCR);
THENCE along the East, North and West lines of said Reception No. 4091296 the following three courses:
THENCE North 01°21'09" West a distance of 1375.91 feet;
THENCE North 89°03'31" West a distance of 30.02 feet;
THENCE South 01°21'09" East a distance of 1416.30 feet to the North Right of Way (ROW) line of Great Western Railroad;
THENCE along the North and West lines of said ROW the following five courses:
THENCE South 36°05'16" West a distance of 923.43 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the Southeast a distance of 618.03 feet, having a Radius of 1472.70 feet, a Delta of 24°02'40" and is subtended by a Chord that bears South 24°03'56" West a distance of 613.50 feet to a Point of Tangency (PT);
THENCE South 12°02'36" West a distance of 641.90 feet to a PC;
THENCE along the arc of a curve concave to the Southeast a distance of 386.49 feet, having a Radius of 1472.70 feet, a Delta of 15°02'12" and is subtended by a Chord that bears South 04°31'30" West a distance of 385.39 feet to a PT;
THENCE South 02°59'36" East a distance of 269.42 feet to the North line of Tract L, Stroh Filing No.1 as recorded December 6, 2000 at Reception No. 2811421 of the WCCR;
THENCE along said North lines the following eight courses:
THENCE South 84°52'54" West a distance of 325.00 feet;
THENCE North 46°42'06" West a distance of 95.70 feet;
THENCE North 46°27'06" West a distance of 94.00 feet;
THENCE North 61°47'06" West a distance of 89.80 feet;
THENCE North 84°48'06" West a distance of 76.50 feet;
THENCE South 70°55'54" West a distance of 61.30 feet;
THENCE South 56°03'54" West a distance of 502.50 feet;
THENCE North 63°58'39" West a distance of 152.98 feet;
THENCE North 02°42'22" West a distance of 4159.00 feet to the North line of the NE1/4;
THENCE South 89°03'31" East a distance of 2396.06 feet to the POINT OF BEGINNING.

Said parcel contains 7,466,796 Square Feet or 171.414 Acres more or less by this survey.

OWNER: RIVERBEND ESTATE PARTNERS, LLC

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 RIVERBEND ESTATES P.U.D ZONING PLAT 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 ____.

Gary Lebsack, Mayor

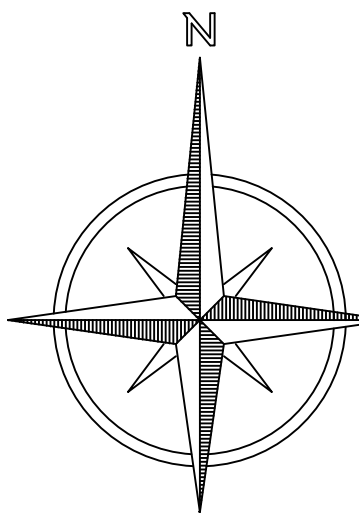
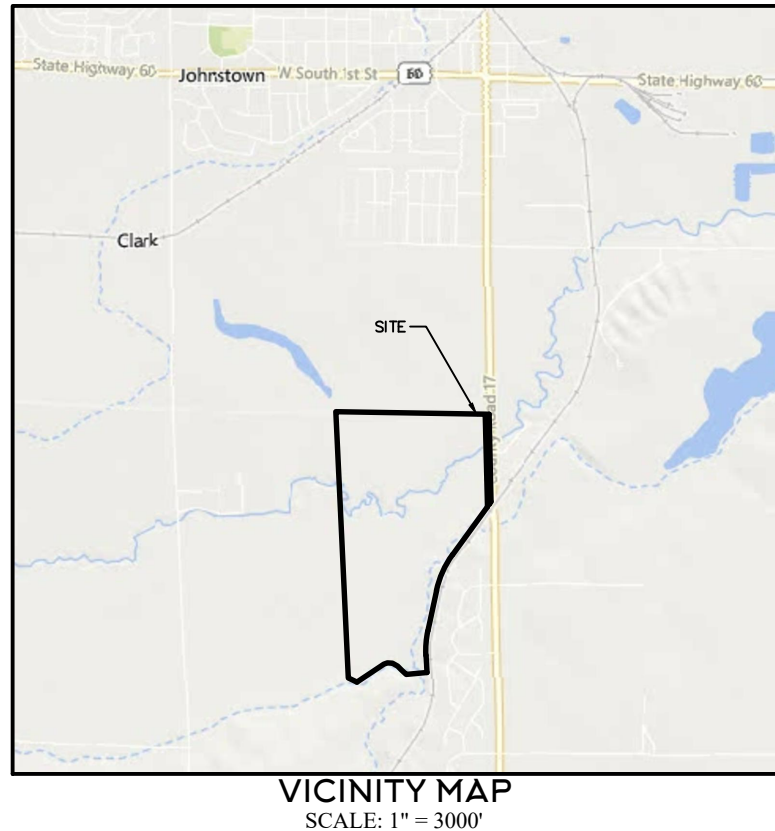
Attest:
Diana Seele, Town Clerk

SURVEYOR'S CERTIFICATE

I, Steven Parks, a Colorado Licensed Professional Land Surveyor, do hereby state that this Annexation 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.

PRELIMINARY

Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348



LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	RIGHT OF WAY LINE
	SECTION LINE
	CENTERLINE
	ALIQUOT CORNER AS DESCRIBED

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. 1012)

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the North line of the Northeast Quarter of Section 17, Township 4 North, Range 67 West of the 6th P.M., monumented as shown on this drawing, as bearing South 89°03'31" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2488.75 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 100-N0031721-030-TH, Amendment No. 1, dated May 20, 2021, as prepared by Fidelity National Title to delineate the aforesaid information. This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.



PROJECT NO: 2021087	PROJECT NAME: RIVERBEND	REVISIONS:	DATE:
DATE: 9-8-2021	CLIENT: RIVERBEND ESTATES		
DRAWN BY: SIP	FILE NAME: 2021087ZONING		
CHECKED BY: SIP	SCALE: 1" = 200'		

1
SHEET 1 OF 1



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 15, 2021

SUBJECT: Revised Ordinance 2021-214 Approving the P.U.D. Outline Development Plan for Riverbend Estates, with Conditions

ACTION PROPOSED: Consider Ordinance 2021-214 on Second Reading – Approving the P.U.D. Outline Development Plan for Riverbend Estates

ATTACHMENTS:

1. Revised Ordinance 2021-214
2. Vicinity Map
3. Proposed Riverbend Estates ODP

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Applicant has requested an amendment to the prior P.U.D. Outline Development Plan for Riverbend Estates.

Council held a public hearing on November 1, 2021 and approved Ordinance No. 2021-214 on first reading, with two Conditions of Approval, as noted in the revised ordinance attached. (Attachment 1)

LEGAL ADVICE:

The Town Attorney drafted the Ordinance, and provided Conditions based upon Council direction.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2021-214 Approving the P.U.D. Outline Development Plan for Riverbend Estates, on second reading.

The Community That Cares

johnstown.colorado.gov

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO 80534 | F: 970.587.0141

Reviewed and Approved for Presentation,



Town Manager

The Community That Cares

www.johnstown.colorado.gov

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2021-214**

**APPROVING P.U.D. OUTLINE DEVELOPMENT PLAN FOR
RIVERBEND ESTATES, LOCATED IN THE EAST HALF OF
SECTION 17, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH
P.M., COUNTY OF WELD, STATE OF COLORADO, CONSISTING
OF APPROXIMATELY 171.414 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, Lee M. Lowrey and Riverbend Estates Partners, LLC, a Colorado limited liability company (“Applicant”), submitted an application to the Town for approval of a P.U.D. Outline Development Plan for a subdivision known as Riverbend Estates, located in the East Half of Section 17, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 171.414 acres; and

WHEREAS, in connection with the proposed development and based upon floodplain concerns, the Applicant also submitted an application for a Conditional Letter of Map Revision (“CLOMR”) with the Federal Emergency Management Agency (“FEMA”); and

WHEREAS, on September 15, 2021, the Planning and Zoning Commission held a public hearing and recommended approval of the Riverbend Estates P.U.D. Outline Development Plan; and

WHEREAS, on November 1, 2021, the Town Council held a public hearing concerning approval of the Riverbend Estates P.U.D. Outline Development Plan; and

WHEREAS, after considering the Planning and Zoning Commission’s recommendation for approval, reviewing the file and conducting such public hearing, Town Council finds that the Riverbend Estates P.U.D. Outline Development Plan is consistent with, and furthers the goals of, the *Johnstown Area Comprehensive Plan* goals and is compatible with all other applicable Town standards and regulation; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Riverbend Estates P.U.D. Outline Development Plan subject to conditions.

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

Section 1. P.U.D. Outline Development Plan Approval. The Riverbend Estates P.U.D. Outline Development Plan, for property located in the East Half of Section 17, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 171.414 acres, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved, subject to the following conditions:

1. FEMA approves the pending CLOMR; and
2. Concurrent with the public improvement development obligations, Applicant, or a successor in interest, at the Town's discretion, widens, or participates financially in widening, the bridge over the Little Thompson River on Parish Avenue to the ultimate road design while simultaneously maintaining the existing, or modified form of, pedestrian crossing.

Section 2. Supersede and Replace. The Riverbend Estates P.U.D. Outline Development Plan adopted herein shall supersede and replace prior development plans, including the Final Development Plan approved in 2005, for the Riverbend Estates subdivision.

Section 3. 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 final passage as provided by the Charter.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED, AS AMENDED, UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

SCALE: 1" = 3,000'



RIVERBEND ESTATES SUBDIVISION

OUTLINE DEVELOPMENT PLAN
MARCH 30, 2021



RIVERBEND ESTATES PUD

OUTLINE DEVELOPMENT PLAN

21941 COUNTY ROAD 17, JOHNSTOWN, COLORADO 80534

APRIL 08, 2021

LEGAL DESCRIPTION

PARCEL 1: THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, WELD COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WEST 274 FEET; THENCE SOUTH 200 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, 274 FEET MORE OR LESS, TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG SAID EAST LINE TO THE PLACE OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

PARCEL 2: THAT PART OF THE EAST HALF OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, WELD COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 17, A DISTANCE OF 2395 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE EAST 2121 FEET ALONG SAID NORTH LINE TO A POINT 274 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 200 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION 17; THENCE EAST 274 FEET PARALLEL WITH THE NORTH LINE OF SAID SECTION 17 TO A POINT ON THE EAST LINE THEREOF; THENCE SOUTH 1174 FEET ALONG SAID EAST LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE GREAT WESTERN RAILROAD; THENCE SOUTH 37 DEGREES 8' WEST 1033 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT OF CURVE OF A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 590 FEET ALONG SAID CURVE TO THE LEFT, WHOSE RADIUS IS 1400 FEET, TO A POINT OF TANGENT; THENCE FOLLOWING SAID WESTERLY RIGHT OF WAY LINE SOUTH 13 DEGREES 5' WEST 654 FEET TO A POINT OF CURVE OF A CURVE TO THE LEFT; THENCE SOUTHERLY 395 FEET ALONG SAID CURVE TO THE LEFT WHOSE RADIUS IS 1472.7 FEET, TO A POINT OF TANGENT; THENCE SOUTH 2 DEGREES 16' EAST 263 FEET ALONG SAID RIGHT OF WAY TO A POINT; THENCE SOUTH 85 DEGREES 47' WEST 325 FEET; THENCE NORTH 45 DEGREES 48' WEST 95.7 FEET; THENCE NORTH 45 DEGREES 33' WEST 94 FEET; THENCE NORTH 60 DEGREES 53' WEST 89.8 FEET; THENCE NORTH 83 DEGREES 54' WEST 76.5 FEET; THENCE SOUTH 71 DEGREES 50' WEST 61.3 FEET; THENCE SOUTH 56 DEGREES 58' WEST 502.5 FEET; THENCE NORTH 61 DEGREES 5' WEST 154 FEET; THENCE NORTHERLY 4159 FEET IN A STRAIGHT LINE TO THE PLACE OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

NARRATIVE / OPERATIONAL PLAN

THIS OUTLINE DEVELOPMENT PLAN (ODP) PROVIDES A FRAMEWORK FOR THE PROPOSED RIVERBEND ESTATES RESIDENTIAL PUD. LOCATED A MILE FROM DOWNTOWN JOHNSTOWN, RIVERBEND ESTATES IS EASILY ACCESSED VIA MULTI-USE TRAILS AND THE ARTERIAL ROADS, TO THE NORTH & EAST.

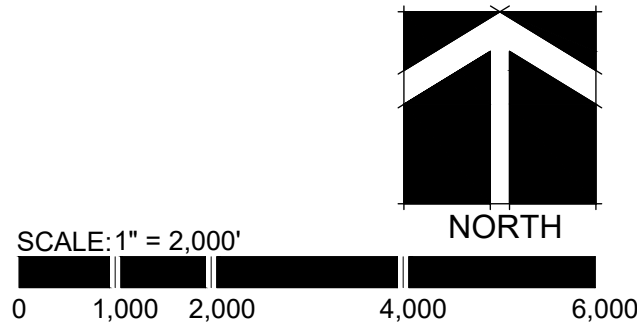
AS A PEDESTRIAN FRIENDLY COMMUNITY, RIVERBEND BOASTS NUMEROUS TRAILS, AS WELL AS, AN ABUNDANCE OF OPEN SPACE. THE LARGEST TRACT OF OPEN SPACE FOLLOWS THE LITTLE THOMPSON RIVER AS IT FLOWS THROUGH THE SITE, BETWEEN FILINGS 1 & 2.

RIVERBEND ESTATES IS CURRENTLY ZONED PUD-R. PUD ZONING PROVIDES FLEXIBILITY IN LOT SIZES & SETBACKS INSPIRING CREATIVITY IN HOUSING TYPES TO FIT THE MARKET DEMAND, WHILE ALLOWING FOR TRAILS & OPEN SPACE ADJACENT TO EACH LOT.

DEVELOPMENT PHASING

PHASING WILL OCCUR IN A LOGICAL AND COST EFFECTIVE MANNER BASED ON INFRASTRUCTURE EXTENSION, AVAILABILITY OF UTILITY SERVICE AND MARKET CONDITIONS. THE PROJECT WILL BE BUILT IN MULTIPLE PHASES, AS CONDITIONS DICTATE.

VICINITY MAP



GENERAL NOTES

- ACCESS POINTS SHOWN ON THIS ODP ARE APPROXIMATE. EXACT LOCATIONS TO BE DETERMINED DURING THE PRELIMINARY AND FINAL PLATTING PROCESS, BASED ON THE FINAL TRAFFIC IMPACT STUDY.
- LOCAL AND COLLECTOR STREETS MAY CHANGE LOCATION, SIZE AND CONFIGURATION AT TIME OF PLATTING. LOCAL AND COLLECTOR STREETS SHALL CONFORM TO THE TOWN OF JOHNSTOWN STREET STANDARDS AT THE TIME OF PLATTING.
- ALL DENSITIES AND UNIT COUNTS ARE PROJECTIONS, FINAL DENSITIES TO BE DETERMINED AT TIME OF PLATTING. DENSITY OF ANY GIVEN PHASE SHALL NOT EXCEED 9 DU/AC. ACTUAL NUMBER OF UNITS WILL BE DETERMINED AT TIME OF PLATTING.
- GROSS DENSITY SHALL NOT EXCEED 5 DU/AC.
- AREAS OF DEVELOPMENT PARCELS SHOWN ARE APPROXIMATE AND MAY VARY. EXACT LOT SIZES WILL BE DETERMINED WITH EACH PRELIMINARY AND FINAL PUD SUBMITTAL.
- FINAL CONFIGURATION OF PARCELS, OPEN SPACE AND STREETS MAY VARY FROM THAT SHOWN.
- WHERE A PROPOSED USE IS NOT LISTED IN THE ODP, IT MAY BE ALLOWED IF DETERMINED BY THE TOWN OF JOHNSTOWN TO BE SIMILAR IN CHARACTER AND OPERATION, AND HAVING THE SAME OR LESSER IMPACT, AS USES THAT ARE ALLOWED.
- ALL DRAINAGE ELEMENTS ARE CONCEPTUAL IN NATURE AND FINAL DETERMINATIONS OF THE DRAINAGE SYSTEM, TO INCLUDE THE PLACEMENT OF DETENTION/RETENTION PONDS, CHANNELS, AND STORM SEWER, WILL BE MADE DURING THE PRELIMINARY AND FINAL DRAINAGE REPORTS AND DURING THE PRELIMINARY DEVELOPMENT PLAN PROCESS AS A PART OF THE PLATTING.
- LANDSCAPING, SIGNAGE, ARCHITECTURE, NON-RESIDENTIAL PARKING, FENCING AND LIGHTING FOR DEVELOPMENT WITHIN THIS PUD SHALL EITHER FOLLOW THOSE APPLICABLE STANDARDS IN THE TOWN OF JOHNSTOWN MUNICIPAL CODE OR THE DEVELOPER MAY FORMULATE DESIGN STANDARDS REGULATING THE DESIGN, CHARACTER, LOCATION AND OTHER DETAILS OF THESE ELEMENTS PRIOR TO THEIR IMPLEMENTATION. THE DEVELOPER FORMULATED DESIGN STANDARDS MUST RECEIVE APPROVAL BY THE PLANNING AND DEVELOPMENT DIRECTOR PRIOR TO IMPLEMENTATION.
- THIS DOCUMENT IS FOR CONCEPTUAL PURPOSES, INTENDED ONLY TO SHOW THE FEASIBILITY OF DEVELOPMENT ON THIS PROPERTY.
- AS PER FEMA MAP NUMBER 08069C1410G, EFFECTIVE 01/15/2021, A LARGE PORTION OF THIS PROPERTY IS WITHIN THE DESIGNATED FLOODPLAIN ZONE. ANY DEVELOPMENT THAT OCCURS ON THIS SITE MUST BE IN FULL COMPLIANCE WITH FLOODPLAIN RULES AND REGULATIONS.

PROJECT CONTACTS

OWNER / APPLICANT

LEE M. LOWREY
RIVERBEND ESTATES PARTNERS, LLC
4040 MACARTHUR BOULEVARD, SUITE 250
NEWPORT BEACH, CALIFORNIA 92660
(949) 566-8165
LMLOWREY@STERLINGPACIFICHOLDINGS.COM

LANDSCAPE ARCHITECT / PLANNER

JOSH McCARN
FRONTERRA DESIGN
P.O. BOX 178
LOVELAND, COLORADO 80539
(970) 669-3737
JOSH@FRONTERRA.DESIGN

CIVIL ENGINEER

MARY WOHNRADE
WOHNRADE CIVIL ENGINEERS
11582 COLONY ROW
BROOMFIELD, COLORADO 80021
(720) 259-0965
MARY@WCECIVIL.COM

TRAFFIC ENGINEER

LOU DAVENPORT
IRONSTRIDE SOLUTIONS
7535 E HAMPDEN AVENUE, SUITE 400
DENVER, COLORADO 80231
(720) 290-0532
LOU@IRONSTRIDESOLUTIONS.COM

SURVEYOR

STEVE PARKS
MAJESTIC SURVEYING
1111 DIAMOND VALLEY DRIVE, SUITE 104
WINDSOR, COLORADO 80550
(970) 443-0882
STEVENP@MAJESTICSURVEYING.COM

TOWN COUNCIL

THIS OUTLINE DEVELOPMENT PLAN, TO BE KNOW AS _____, IS APPROVED
AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE NUMBER _____, PASSED AND
ADOPTED ON FINAL READING AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF
JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____.

BY: _____
MAYOR

ATTEST: _____
TOWN CLERK

SHEET INDEX

- 01 COVER SHEET
- 02 OUTLINE DEVELOPMENT PLAN
- 03 ILLUSTRATIVE CONCEPT PLAN
- 04 ODP DEVELOPMENT STANDARDS
- 05 MASTER UTILITY PLAN
- 06 MASTER GRADING & DRAINAGE PLAN



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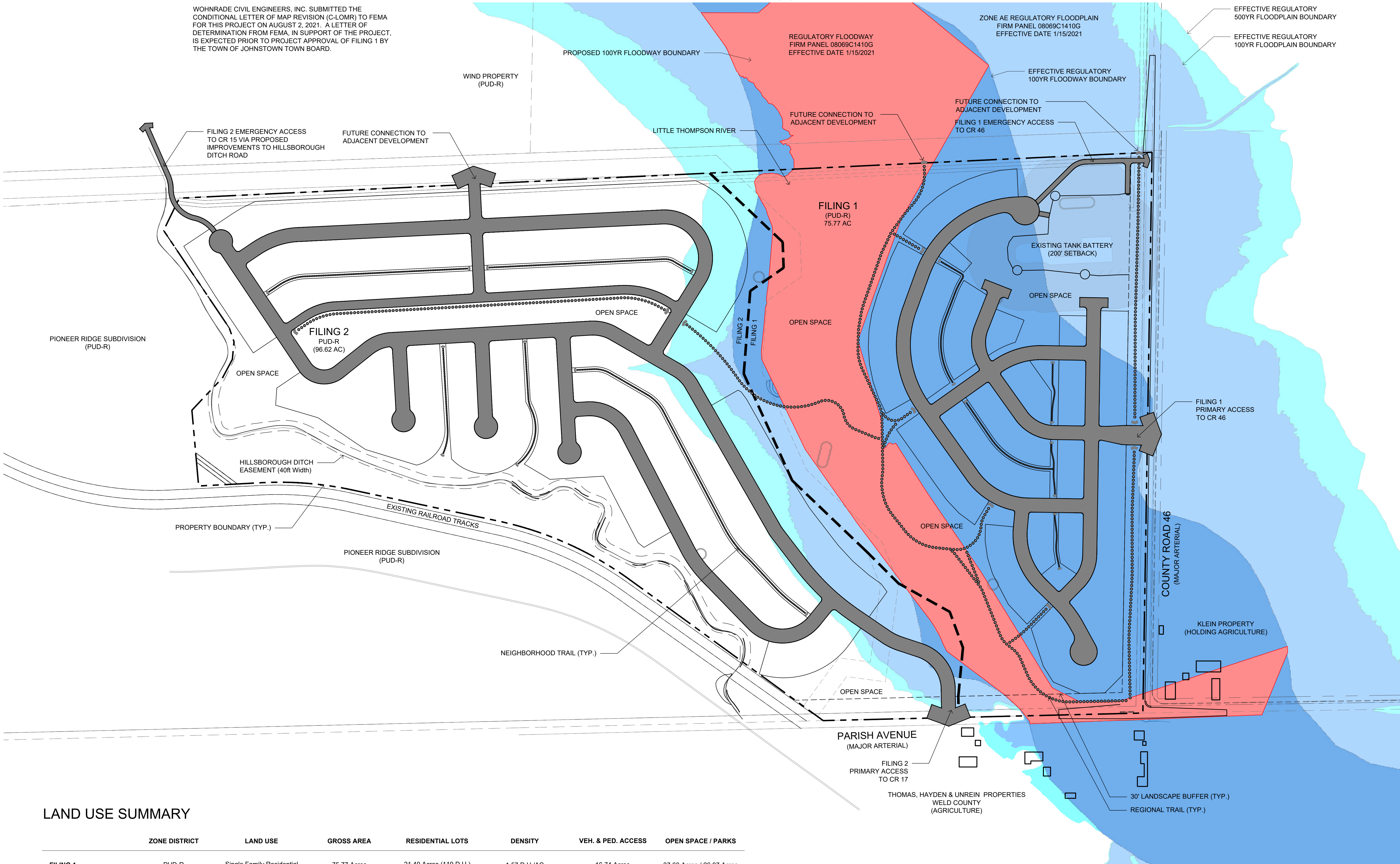


TFG Design, LLC
P.O. Box 178
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JOSH@FRONTERRA.DESIGN

OUTLINE DEVELOPMENT PLAN
RIVERBEND ESTATES PUD

RIVERBEND ESTATES ANNEX
OUTLINE DEVELOPMENT PLAN
JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO
SHEET 2 OF 6

WOHNRADE CIVIL ENGINEERS, INC. SUBMITTED THE
CONDITIONAL LETTER OF MAP REVISION (C-LMR) TO FEMA
FOR THIS PROJECT ON AUGUST 2, 2021. A LETTER OF
DETERMINATION FROM FEMA, IN SUPPORT OF THE PROJECT,
IS EXPECTED PRIOR TO PROJECT APPROVAL OF FILING 1 BY
THE TOWN OF JOHNSTOWN TOWN BOARD.

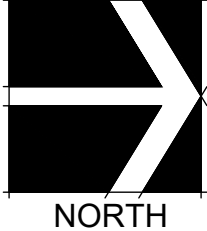


LAND USE SUMMARY

	ZONE DISTRICT	LAND USE	GROSS AREA	RESIDENTIAL LOTS	DENSITY	VEH. & PED. ACCESS	OPEN SPACE / PARKS
FILING 1	PUD-R	Single Family Residential	75.77 Acres	21.40 Acres (119 D.U.)	1.57 D.U./AC	16.74 Acres	37.63 Acres / 26.07 Acres
FILING 2	PUD-R	Single Family Residential	96.62 Acres	50.54 Acres (244 D.U.)	2.53 D.U./AC	11.60 Acres	34.48 Acres / 11.64 Acres
OVERALL SITE	PUD-R	Single Family Residential	172.39 Acres	71.94 Acres (363 D.U.)	2.11 D.U./AC	28.34 Acres	72.11 Acres / 37.71 Acres



SCALE: 1" = 200'



TFG Design, LLC
P.O. Box
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(970) 669-3737
josh@fronterra.design

OWNER:
Riverbend Estates Partners, LLC
4040 MacArthur Boulevard, Suite 250
Newport Beach, California 92660
lmowrey@sterlingpacificholdings.com

RIVERBEND ESTATES PUD

OUTLINE DEVELOPMENT PLAN

21941 COUNTY ROAD 17
JOHNSTOWN, COLORADO 80534

WELD COUNTY

PROJECT INFORMATION:
PROJECT NUMBER: 298-2101JT
DATE: APRIL 08, 2021
PHASE: ODP

REVISIONS:
2021.06.22 ODP RESUBMITTAL 1
2021.08.09 ODP RESUBMITTAL 2

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SHEET TITLE:
OUTLINE
DEVELOPMENT PLAN

SHEET NUMBER:

ODP-2

SHEET 2 OF 6

RIVERBEND ESTATES ANNEX
ILLUSTRATIVE CONCEPT PLAN
JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO
SHEET 3 OF 6



josh@fronterra.design

Imlowrev@sterlingpacificholdings.com

OUTLINE DEVELOPMENT PLAN

21941 COUNTY ROAD 17
JOHNSTOWN, COLORADO 80534

WELD COUNTY

2021.08.09 ODP RESUBMITTAL 2

SHEET TITLE:

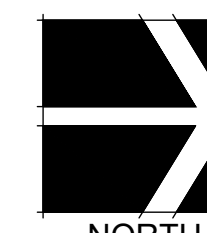
**ILLUSTRATIVE
CONCEPT PLAN**

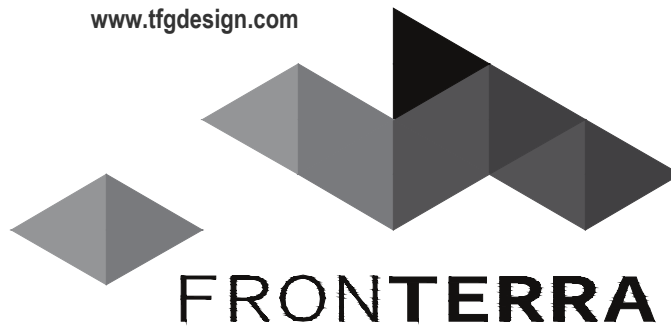
ODP-3

SHEET **3** OF **6**



Age Group	Number of People
13-17	100
18-24	150
25-34	200
35-44	250
45-54	300
55-64	350
65-74	400
75-84	450
85+	500





LANDSCAPE ARCHITECTURE
PLANNING

TFG Design, LLC
P.O. Box
Loveland CO 80539
(970) 669.3737

josh@fronterra.design

OWNER:

Riverbend Estates Partners, LLC
4040 MacArthur Boulevard, Suite 250
Newport Beach, California 92660

mlowrey@sterlingpacificholdings.com

RIVERBEND ESTATES PUD

OUTLINE DEVELOPMENT PLAN

21941 COUNTY ROAD 17
JOHNSTOWN, COLORADO 80534

WELD COUNTY

PROJECT INFORMATION:
PROJECT NUMBER: 298-2101JT
DATE: APRIL 08, 2021
PHASE: ODP

REVISIONS:
2021.06.22 ODP RESUBMITTAL 1

2021.08.09 ODP RESUBMITTAL 2

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SHEET TITLE:
ODP DEVELOPMENT
STANDARDS

SHEET NUMBER:

ODP-4

SHEET 4 OF 6

OUTLINE DEVELOPMENT PLAN
RIVERBEND ESTATES PUD

RIVERBEND ESTATES ANNEX
ODP DEVELOPMENT STANDARDS
JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO
SHEET 4 OF 6

CONCEPTUAL ARCHITECTURE



DEVELOPMENT STANDARDS

SINGLE FAMILY DETACHED

MINIMUM LOT SIZE	6,000 SF
MAXIMUM HEIGHT	35 FT
FRONT SETBACK TO BUILDING	15 FT
FRONT SETBACK TO GARAGE	20 FT
SIDE YARD SETBACK	5 FT
SIDE YARD CORNER SETBACK	10 FT
REAR YARD SETBACK	10 FT

ARCHITECTURAL DESIGN STANDARDS
VISTA COMMONS - DETACHED RESIDENTIAL

THE UNDERLYING GOAL OF THE GUIDELINES AND STANDARDS THAT FOLLOW IS TO ACHIEVE A HIGHLY FUNCTIONAL, AESTHETICALLY PLEASING NEIGHBORHOOD WITH MUCH ATTENTION PAID TO ARCHITECTURAL QUALITY AND SITE DESIGN. EMPHASIS IS PLACED ON DIVERSITY IN LOCATION, STYLE AND BUILDING FORM. OF PARTICULAR IMPORTANCE, IS FOUR-SIDED ARCHITECTURE AND AN OVERALL DESIGN THAT PROMOTES THE HOME'S ENTRY, WHILE DIMINISHING THE VISUAL PROMINENCE OF THE GARAGE.

FUNDAMENTAL OBJECTIVES:

- THE INCLUSION OF SEVERAL HOUSE MODELS WITH ALTERNATE MODEL ELEVATIONS FOR THE MOST POPULAR MODELS. ALTERNATE MODEL ELEVATIONS SHALL INCLUDE A SIGNIFICANT CHANGE IN THEIR APPEARANCE, SO AS TO BE UNRECOGNIZABLE AS THE SAME MODEL FROM THE STREET.
- INCORPORATE A VARIETY OF ARCHITECTURAL DETAILS, WALL ARTICULATION, MULTIPLE ROOF PLANES IN EACH HOME TO CREATE BALANCED DESIGNS THAT VARY IN MASSING AND SCALE.
- ACHIEVE AN APPEALING 'NEIGHBOR FRIENDLY' AESTHETIC BY VARYING SETBACKS BASED ON THE GARAGE LOCATION AND INCORPORATING A SIGNIFICANT FRONT PORCH.

GENERAL

INDIVIDUAL HOUSE STYLES ARE TO BE VARIED, BUT COMPLEMENTARY, USING MULTIPLE ARCHITECTURAL FEATURES SUCH AS, FRONT PORCHES WITH RAILING, VARYING ROOF PITCHES. HOUSES ARE TO HAVE WALLS THAT JOG AND SEVERAL ROOFLINES AND TRIM DETAILS TO PROVIDE A MORE COMPLEX ARCHITECTURAL STYLE. THE INTENT IS TO AVOID THE FEELING OF A MANUFACTURED DEVELOPMENT AND RATHER CREATE THE SENSE OF A NEIGHBORHOOD THAT GREW IN A WAY THAT WAS THOUGHTFULLY ORGANIC.

SETBACK

A WELL-DEFINED, STRONG STREET EDGE HELPS TO REINFORCE THE PEDESTRIAN ORIENTED GOALS OF THE COMMUNITY. WELL-ARTICULATED DWELLINGS WITH PROMINENT ENTRANCES AND FRONT PORCHES WILL BE REQUIRED. A BALANCED, VISUALLY INTERESTING, NON-GARAGE DOMINANT STREETScape WITH A HUMAN SCALE, WILL BE ACHIEVED BY VARYING SETBACKS BASED ON THE HOME'S GARAGE LOCATION. MINIMUM SETBACKS ON ALL STRUCTURES SHALL BE A MINIMUM OF FIFTEEN (15) FEET FROM FRONT OF LOT AND FIVE (5) FEET FROM PROPERTY LINE ON ALL SIDE YARDS, EXCEPT ON CORNER LOTS, WHERE SIDE SETBACKS SHALL BE TEN (10) FEET FROM THE SIDEWALK. A TEN (10) FOOT MINIMUM SETBACK IS REQUIRED FROM THE REAR PROPERTY LINE.

SQUARE FOOTAGE

1,600 SQUARE FOOT MINIMUM FINISHED FLOOR ARE FOR MULTI-STORY WITH 1,000 SQUARE FEET ON THE MAIN FLOOR. 1,400 SQUARE FOOT MINIMUM FOR RANCHES. GARDEN LEVEL BASEMENTS WHERE POSSIBLE. THERE ARE TO BE A VARIETY OF SQUARE FOOTAGES AVAILABLE ON THE SAME STREET TO PROVIDE AESTHETIC VARIATION.

GARAGE

ALL GARAGE FACES SHALL COMPLIMENT, RATHER THAN DOMINATE, THE ARCHITECTURAL DETAILS OF DWELLING'S LIVING PORTION. GARAGES SHOULD NOT DOMINATE THE MASSING OF THE STREET-FACING FACADE. MASSING OF THE GARAGE SHOULD BE MINIMIZED BY GIVING THE HABITABLE PORTION OF THE DWELLING A LARGER AND MORE DOMINANT MASS, INTEGRATING THE MASSING OF THE GARAGE INTO THE MAIN MASSING OF THE DWELLING. POSITIONING THE MAIN FRONT WALL AND PORCH FACE CLOSER TO THE STREET AND LIMITING THE PROJECTION OF THE GARAGE. THE STREETScape SHOULD INCLUDE A VARIETY OF GARAGE DOOR STYLES TO AVOID MONOTONY AND REPETITION OF A SINGLE GARAGE DOOR STYLE. WHERE THE GARAGE PROJECTS IN FRONT OF THE GROUND LEVEL WALL OR COVERED FRONT PORCH, A WINDOW IN THE INTERIOR SIDE OF THE GARAGE CONSISTENT WITH THE HEIGHT AND STYLE OF THE FRONT ELEVATION WINDOWS SHALL BE INCORPORATED. A MINIMUM OF A TWO-CAR GARAGE IS REQUIRED. GARAGES THAT HAVE DOORS FOR MORE THAN TWO (2) VEHICLES MUST HAVE ONE DOOR RECESSED A MINIMUM OF TWO (2) FEET FROM THE OTHERS. GARAGE DOORS, VISIBLE AS PART OF THE FRONT BUILDING ELEVATION, SHALL NOT COMPRISE MORE THAN FORTY (40) PERCENT OF THE GROUND FLOOR, STREET FACING, LINEAR BUILDING FRONTAGE. THE MAJORITY OF ALL DWELLING UNITS PROPOSED SHOULD HAVE GARAGES WHICH ARE EITHER FLUSH WITH OR RECESSED BEHIND THE GROUND FLOOR FRONT WALL OR COVERED FRONT PORCH. THE MAXIMUM GARAGE PROJECTION SHALL BE FIVE (5) FEET IN FRONT OF EITHER THE GROUND FLOOR FRONT WALL OR COVERED FRONT PORCH. THE SECOND STORY WALL FACE ABOVE THE GARAGE MUST NOT BE FLUSH WITH THE GARAGE AND AT LEAST SIXTY (60) PERCENT MUST SET BACK FURTHER THAN EIGHT (8) FEET FROM THE FRONT FACE OF THE GARAGE. GARAGES ARE TO HAVE VARIED LOCATIONS, INCLUDING DIFFERENT ROOF ANGLES AND VARIOUS SETBACKS FROM THE STREET. NO DETACHED GARAGES SHALL BE CONSTRUCTED ON A LOT.

DRIVEWAY

A MIX OF PAIRED AND UNPAIRED DRIVEWAY COMBINATIONS IS DESIRABLE TO CONTRIBUTE VISUAL INTEREST ALONG THE STREET AND TO PROVIDE SUFFICIENT SPACE FOR PARKWAY TREES. DRIVEWAY LOCATIONS SHALL BE PREDETERMINED ON THE PROJECT ENGINEER'S SITE PLANS. PRIORITY LOCATIONS AND PROMINENT VIEWS WITHIN THE COMMUNITY SHALL BE TAKEN INTO ACCOUNT IN THIS DETERMINATION. DRIVEWAYS SHALL BE LOCATED AS FAR AS POSSIBLE FROM OPEN SPACE, INSTITUTIONAL USES, COMMERCIAL SITES, WALKWAYS, TRANSIT STOPS AND INTERSECTIONS. CORNER LOT DRIVEWAYS SHALL BE ORIENTED TO THE SHORT SIDE OF THE LOT OR MINOR STREET. DRIVEWAY SURFACES SHALL BE COMPRISED OF CONCRETE, NATURAL STONE, BRICK OR DECORATIVE CONCRETE PAVERS. THERE WILL BE NO AGGREGATE PARKING PADS ALLOWED ON A LOT.

ROOF

ROOFS PLAY A SIGNIFICANT ROLE IN THE MASSING OF A DWELLING AND THE OVERALL BUILD FORM OF A RESIDENTIAL DEVELOPMENT. A VARIETY OF TRADITIONAL ROOF TYPES ARE ENCOURAGED, PARTICULARLY FOR ALTERNATE ELEVATIONS OF A MODEL. WITHIN THE DESIGN OF A STREETScape, ATTENTION SHOULD BE PAID TO THE RELATIONSHIPS OF ADJACENT ROOF FORMS TO ENSURE APPROPRIATE TRANSITIONS. THE ROOF IS TO BE HIGH DEFINITION ROOF SHINGLES, ROOF SLOPE MINIMUM 6:12 PITCH WITH ROOF PITCHES VARYING FROM HOUSE TO HOUSE. SECONDARY ROOFS OF A MINIMUM 3:12 ARE ACCEPTED BUT NOT REQUIRED. OVERHANGS ARE TO BE A MINIMUM 24".

FRONT FACADE

THE MAIN ENTRANCE TO THE DWELLING SHOULD ACT AS THE FOCAL POINT OF THE DWELLING AND BE GIVEN APPROPRIATE DESIGN EMPHASIS. THE MAIN ENTRANCE SHALL BE DIRECTLY VISIBLE FROM THE STREET. A VARIETY OF FRONT DOOR STYLES IS REQUIRED, INCLUDING SOME WITH GLAZING. DECORATIVE DOOR SURROUNDS ARE REQUIRED IF A COVERED ENTRY FEATURE HAS NOT BEEN PROVIDED, INCLUDING THE USE OF GLAZED SIDELIGHTS AND TRANSOMS. FRONT PORCHES AND/OR INTERESTING ARCHITECTURAL ENTRY FEATURES ARE TO BE PROVIDED ON STREET-FACING FACADES IN ORDER TO RELATE TO THE PEDESTRIAN SCALE. A COVERED ENTRY FEATURE IS REQUIRED FOR AT LEAST FIFTY (50) PERCENT OF MODEL DESIGNS. WRAPAROUND PORCHES ARE REQUIRED FOR CORNER LOTS AND END LOTS ABUTTING OPEN SPACE. A COVERED FRONT PORCH SHOULD BE MAXIMIZED WHEREVER POSSIBLE. A MINIMUM DEPTH OF SIX (6) FEET SHOULD BE PROVIDED TO COMFORTABLY ACCOMMODATE CHAIRS, HOWEVER DEEPER PORCHES ARE ENCOURAGED. ALL PORCHES TO BE A MINIMUM OF THIRTY-SIX (36) SQUARE FEET IN AREA. HANDRAILS SHOULD BE CONSISTENT WITH THE CHARACTER OF THE HOUSE AND PAINTED TO MATCH THE TRIM.

SIDE FACADES

PROVIDE GROUND FLOOR PROJECTIONS, WINDOWS, AND OTHER ELEMENTS TO BREAK UP LONG WALL EXPANSES.

VERTICAL SUPPORT POSTS

COLUMN STYLES AND WIDTHS SHOULD BE CONSISTENT WITH THE CHARACTER OF THE HOUSE AND SHOULD TYPICALLY BE NO LESS THAN EIGHT (8) INCHES SQUARE OR DIAMETER.

FOUNDATION

EXPPOSED FOUNDATION IS TO MEET MINIMUM CODE REQUIREMENTS BUT IS TO BE NO MORE THAN TWELVE (12) INCHES HIGH. EXPOSED CONCRETE, CONCRETE BLOCK FOUNDATIONS AND/OR DECK FOOTINGS WHICH EXCEED SIX (6) INCHES IN HEIGHT ABOVE FINISHED GRADE SHALL BE PAINTED TO BLEND WITH THE PRINCIPAL COLOR.

WALL CLADDING

THE CHOICE OF EXTERIOR CLADDING MATERIAL SHOULD BE COMPATIBLE WITH THE ARCHITECTURAL STYLE OF THE HOUSE. MAIN WALL CLADDING IS REQUIRED TO BE CONSISTENT ON ALL ELEVATIONS OF THE HOUSE TO AVOID THE EFFECT OF A FALSE FACADE. WHERE CHANGES IN MATERIALS DO OCCUR, THEY SHOULD HAPPEN AT LOGICAL LOCATIONS, SUCH AS, A CHANGE IN PLANE, WALL OPENING, DOWNSPOUT OR CORNER DETAIL. MATERIAL CHANGES WHICH HELP TO ARTICULATE THE TRANSITION BETWEEN THE BASE, MIDDLE AND TOP OF THE BUILDING ARE APPROPRIATE. THE USE OF SECONDARY MATERIALS WHICH BLEND HARMONIOUSLY WITH THE PRIMARY CLADDING MATERIAL ARE ENCOURAGED.

ARCHITECTURAL DETAILS

A VARIETY OF TRIM DETAILING IS REQUIRED WHERE ARCHITECTURALLY APPROPRIATE. TRIM BOARDS SHOULD BE ACCENTUATED BY USING A CONTRASTING BUT COMPATIBLE COLOR TO THAT OF THE CLADDING. THE SAME AMOUNT OF THOUGHT AND CARE SHOULD BE PUT INTO THE SELECTION AND INSTALLATION OF OTHER ARCHITECTURAL FEATURES, AS FOR MORE OBVIOUS FEATURES, SUCH AS ROOFS, DOORS AND WINDOWS; THESE MAY INCLUDE DOOR HANDLES AND HINGES, SHUTTERS AND LIGHTING.

GUTTERS/DOWNSPOUTS AND UTILITIES

GUTTERS AND DOWNSPOUTS ARE TO BE PAINTED A MATCHING COLOR TO THE SOFFITS AND FASCIA. DOWNSPOUTS, UTILITY BOXES, METERS, ETC. ARE TO BE LOCATED AS VISUALLY UNOBTUSIVELY AS POSSIBLE. WHERE FEASIBLE, THEY SHOULD NOT BE VISIBLE FROM THE STREET.

COLORS

TRADITIONAL EARTH-TONE COLORS TO BLEND WITH THE CHARACTER OF THE NEIGHBORHOOD, ALL EXTERIOR RAILINGS, WOOD, ALL TRIM, SOFFITS, FASCIA AND ANY DECORATIVE BRACKETS ARE TO BE OF ONE COLOR AND ARE TO MATCH IN A COMPLEMENTARY, CONTRASTING COLOR TO THE MAIN HOUSE COLOR. ADEQUATE REPRESENTATIONS OF PROPOSED COLORS OR COLOR BOARDS MUST BE SUBMITTED FOR APPROVAL.

WINDOWS

ALL WINDOWS MUST BE WOOD, METAL CLAD, OR VINYL. ALUMINUM WINDOWS ARE NOT ALLOWED.

PLEASE NOTE:

THE PRECEDING ARCHITECTURAL STANDARDS SUPERSEDE ANY MUNICIPAL GUIDELINES. ADHERENCE TO THE MUNICIPAL GUIDELINES IS REQUIRED IF A SPECIFIC ARCHITECTURAL STANDARD IS NOT DESCRIBED HEREIN.

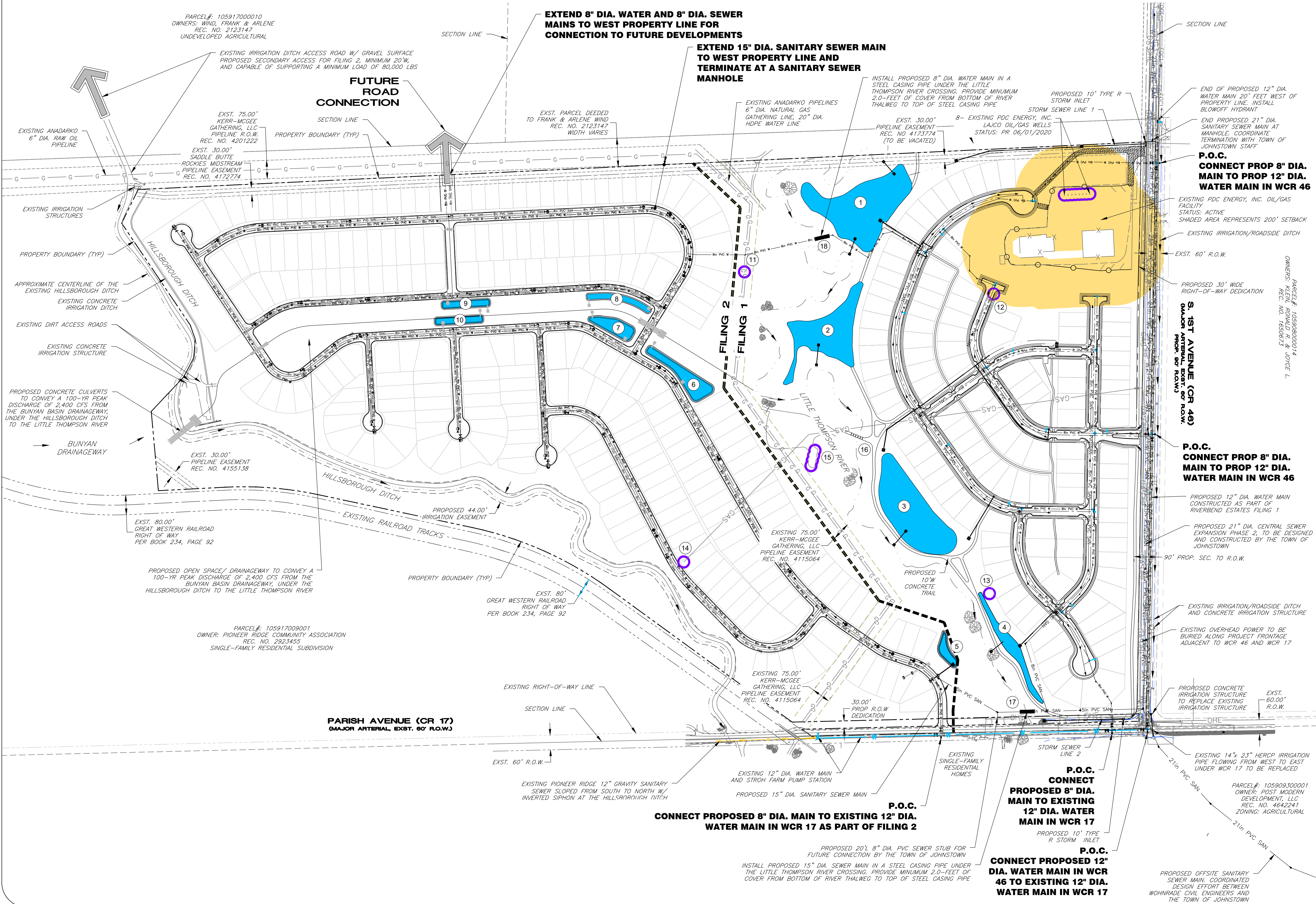


NOTE:
THIS DEVELOPMENT PROPOSAL IS BASED ON CURRENT
CONCEPTUAL DRAWINGS AND DESIGN STANDARDS AND MAY
CHANGE AS PART OF THE DEVELOPMENT REVIEW PROCESS

Riverbend Estates P.U.D.															
				Sanitary Sewer Design Flows						Water Demands					
				Assumptions		Calculations				Assumptions (Section 2.2, Water System Design Standards)		Calculations			
Basin ID	Description	Acres	Units	Gallons per Capita per Day	Capita per Unit	Flow Rate (GPD)	Flow Rate (CFS)	Peaking Factor	Peak Flow Rate (GPD)	Peak Flow Rate (CFS)	Capita per Unit	Average Day Demand (Gallons per Day per Capita)	Maximum Day Demand (Gallons per Day per Capita)	Peak Hour Demand (Gallons per Day per Capita)	Peak Flow Rate (CFS)
Filing 1	Single-Family Residential	75.77	119	80	2.76	26,275	0.039	4.362	114,609	0.172	3.0	150	2x Average Day Demand	15x Maximum Day Demand	0.241
Filing 2	Single-Family Residential	96.62	244	80	2.76	53,875	0.081	3.888	209,491	0.314	3.0	150	2x Average Day Demand	15x Maximum Day Demand	0.371
Total		172.39	363												

GENERAL NOTES:

- All existing oil/gas pipelines that are no longer in use shall be removed as part of Filing 1. See Riverbend Estates Subdivision Filing 1 Existing Conditions and Demolition Plan.
- A future local road connection to properties to the west will be included as part of Filing 2 with a 60' right-of-way being dedicated on the Filing 2 Plat.
- The proposed 21" diameter offsite sanitary sewer will be designed by the Town of Johnstown with design support from Wohnrade Civil Engineers, Inc..
- Unless otherwise indicated herein, all onsite water and sewer mains in both Filing 1 and 2 shall be 8" diameter, with the exception of the 15" diameter sanitary sewer main to serve the property to the west.
- Section 1.3 of the Town of Johnstown Sanitary Sewer Design Standards have been referenced in the preparation of design flow calculations for determining proposed peak sewer system demands for this project.
- Section 1.2 of the Town of Johnstown Water System Design Standards have been referenced in the preparation of design flow calculations for determining proposed peak water system demands for this project. Assume 3.0 people per dwelling unit.
- Fire hydrants shall be at a maximum 500-foot spacing for residential subdivisions, and shall have a minimum residual pressure of 20 psi during maximum day + fire flow, to provide minimum fire protection. As per Part III, paragraph 3.2.3 of the Town of Johnstown Water Design System Specifications.
- Oil/gas setbacks shown on this plan are 200-feet from both existing wells and oil/gas facilities to proposed residential building footprints. Setbacks from plugged and abandoned wells are 25-feet from the well to proposed building footprints.
- This topographic survey was prepared by Wohnrade Civil Engineers using precision UAS aerial mapping. Supplemental survey was prepared by King Surveyors. Survey was prepared in February 2018.

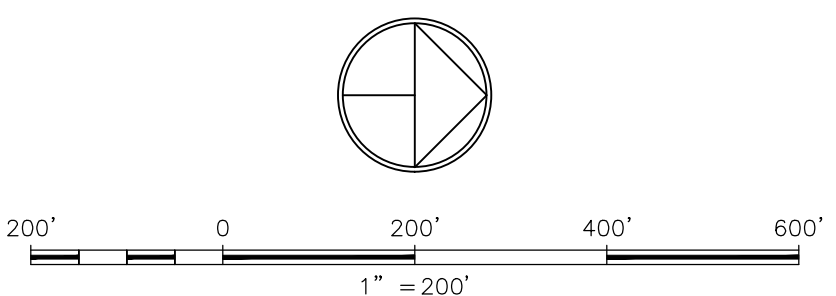


NUMBERED LEGEND	
1 - 4	FILING 1 BIORETENTION PONDS
5 - 10	FILING 2 BIORETENTION PONDS
11 - 15	PLUGGED AND ABANDONED WELLS
16	PROPOSED PEDESTRIAN BRIDGE CROSSING
17 - 18	PROPOSED STEEL CASING PIPE

LEGEND

- 12in PVC W— PROPOSED WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED THRUST RESTRAINT
- 0.75in TYPE K — PROPOSED WATER SERVICE
- 8in PVC SAN — PROPOSED SEWER MAIN
- 6in PVC SAN — PROPOSED SEWER SERVICE
- 18in RCP STRM — PROPOSED STORM SEWER OR CULVERT
- 18in RCP STRM — PROPOSED STORM SEWER W/ INLET
- PROPOSED SWALE
- PROPERTY BOUNDARY
- LIMITS OF DISTURBANCE
- 5020 — EXISTING CONTOUR
- 20 — PROPOSED CONTOUR
- 4650.00 — EXISTING SPOT ELEVATION
- 5267.38 — PROPOSED SPOT ELEVATION
- FL —
- IRR — IRR — PROPOSED NON-POTABLE WATER
- SS — SS — EXISTING SEWER MAIN
- 12in PVC W — EXISTING WATER MAIN
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING POWER POLE
- EXISTING POWER POLE W/ GUY WIRE
- UE — UE — EXISTING UNDERGROUND ELECTRIC
- G — G — EXISTING UNDERGROUND GAS
- FO — FO — EXISTING FIBER OPTICS LINE
- OHP — OHP — EXISTING POWER LINES
- T — T — EXISTING TELEPHONE LINES
- EXISTING TELEPHONE PEDESTAL
- EXISTING STREET LIGHT
- EXISTING POWER VAULT
- 18in RCP STRM — EXISTING STORM SEWER
- 18in RCP STRM — EXISTING STORM SEWER AND INLET
- EXISTING STREET SIGN
- X — EXISTING FENCE
- M — EXISTING MAILBOX
- OIL/GAS 200' SETBACK

DRAINAGE FLOW ARROW



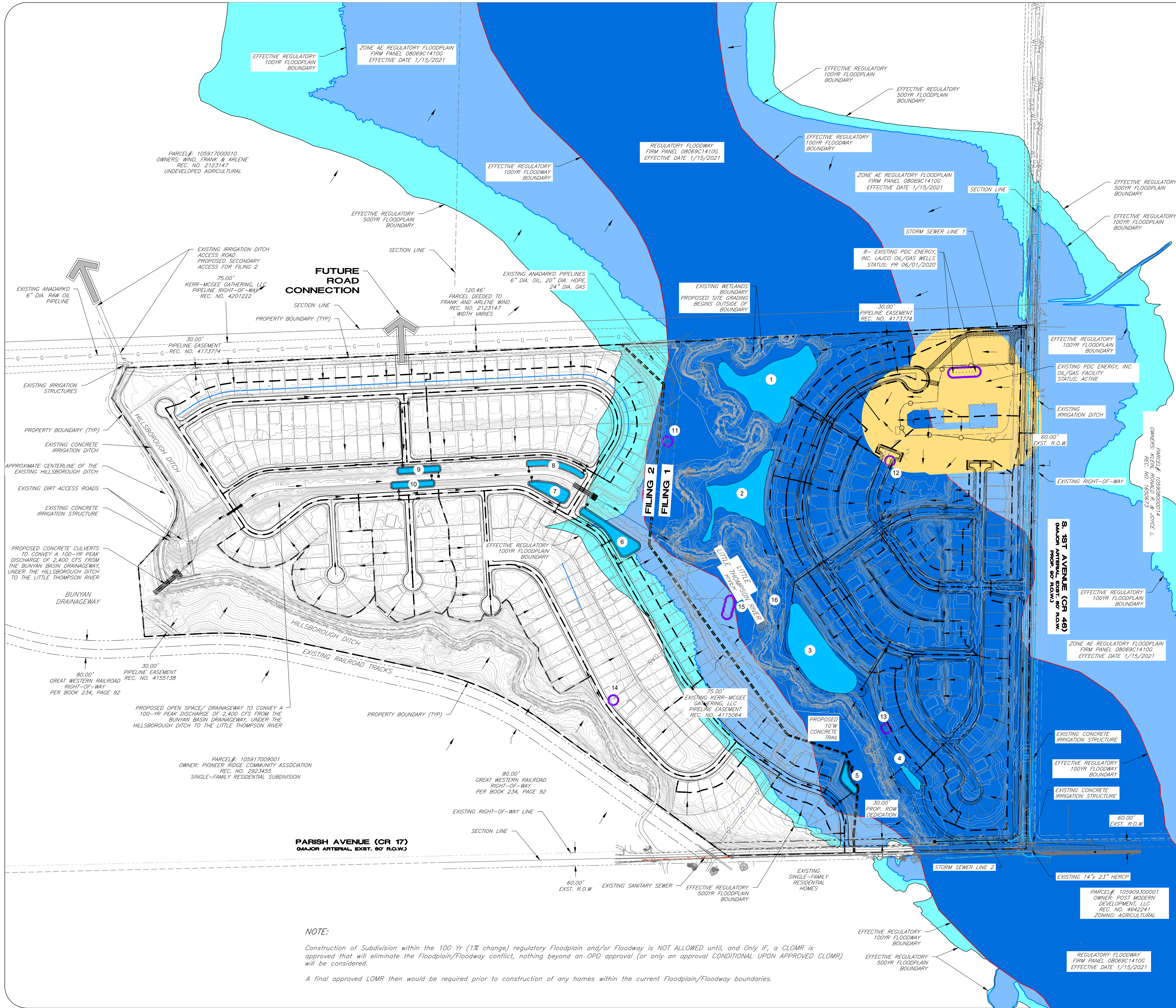
Item #5.	Date:
	By:
	Revisions:
No.	

RIVERBEND ESTATES P.U.D.
OUTLINE DEVELOPMENT PLAN
JOHNSTOWN, COLORADO
MASTER UTILITY PLAN

WOHNRADE CIVIL ENGINEERS, INC.
11550 Colony Road, Suite 100
Johnstown, CO 80521
Phone: (720) 559-1065
Fax: (720) 559-1519

Project: RIV-2027-00
Date: 8/5/2021
Scale: 1/200
Designed By: JR
Reviewed By: MBV

ODP-5
of 6 Sheet



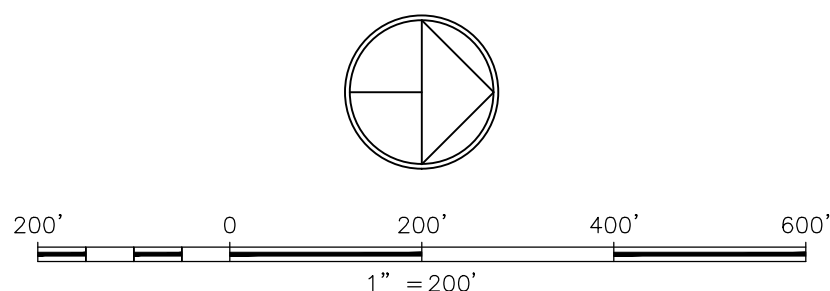
GENERAL NOTES:

- All existing oil/gas pipelines that are no longer in use shall be removed as part of Filing 1. See Riverbend Estates Subdivision Filing 1 Existing Conditions and Demolition Plan.
- A future local road connection to properties to the west will be included as part of Filing 2 with a 60' right-of-way being dedicated on the Filing 2 Plat.
- The 100-yr Regulatory Floodplain delineations shown on this drawing are based on the Flood Insurance Rate Map (FIRM) 08069C1410G, Effective date January 15, 2021.
- Wohnrade Civil Engineers, Inc. is currently in the process of preparing a Conditional Letter of Map Revision (C-LOMR) to FEMA for this project. A Letter of Determination from FEMA, in support of the project, is expected prior to project approval of Filing 1 by the Town of Johnstown Town Board.
- Oil/gas setbacks shown on this plan are 150-feet from existing wells to proposed residential building footprints, and 200-feet from existing oil/gas facilities to proposed residential building footprints. Setbacks from plugged and abandoned wells are 25-feet from the well to proposed building footprints.
- This topographic survey was prepared by Wohnrade Civil Engineers using precision UAS aerial mapping. Supplemental survey was prepared by King Surveyors. Survey was prepared in February 2018.
- This proposal is based on current conceptual drawings and details that may change as per the development process.
- Roadway dedications will need to occur as required by the Town of Johnstown.

NUMBERED LEGEND	
1 - 4	FILING 1 WATER QUALITY PONDS
5 - 10	FILING 2 WATER QUALITY PONDS
11 -15	PLUGGED AND ABANDONED WELLS
16	PROPOSED PEDESTRIAN BRIDGE CROSSING

LEGEND

- 12in PVC W— PROPOSED WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED THRUST RESTRAINT
- 0.75in TYPE K — PROPOSED WATER SERVICE
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- T — EXISTING TELEPHONE LINES
- EXISTING TELEPHONE PEDESTAL
- EXISTING STREET LIGHT
- EXISTING POWER VAULT
- 18in RCP STRM — EXISTING STORM SEWER
- 18in RCP STRM — EXISTING STORM SEWER AND INLET
- EXISTING STREET SIGN
- X — EXISTING FENCE
- M — EXISTING MAILBOX
- OIL/GAS 150'-200' SETBACK
- DRAINAGE FLOW ARROW



NOTE:

Construction of Subdivision within the 100 Yr (1% change) regulatory Floodplain and/or Floodway is NOT ALLOWED until, and Only IF, a CLOMR is approved that will eliminate the Floodplain/Floodway conflict, nothing beyond an OPD approval (or only on approval CONDITIONAL UPON APPROVED CLOMR) will be considered.

A final approved LOMR then would be required prior to construction of any homes within the current Floodplain/Floodway boundaries.

Item #5.

Date:

By:

Revisions:

No.

RIVERBEND ESTATES

PARTNERS, LLC

RIVERBEND ESTATES P.U.D.

OUTLINE DEVELOPMENT PLAN

JOHNSTOWN, COLORADO

MASTER GRADING AND DRAINAGE PLAN

WOHNRADE CIVIL ENGINEERS, INC.

71556 Colony Road

Johnstown, CO 80521

Phone: (720) 559-0962

Fax: (720) 559-1519

PROJECT

NO. 2027.00

DATE

8/5/2021

SCALE

1:200

DESIGNED BY

JR

REVIEWED BY

ABW

ODP-6

of 6 Sheet



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 15, 2021

SUBJECT: Ordinance 2021-215 Repealing and Readopting Article IV of Chapter 7 of the Johnstown Municipal Code Concerning Waste Collection

ACTION PROPOSED: Consider Second Reading of Ordinance 2021-215

ATTACHMENTS: 1. Ordinance 2021-215

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Council held a public hearing on November 1, 2021 and approved Ordinance No. 2021-215 on first reading.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Ordinance 2021-215 on Second Reading.

Reviewed and Approved for Presentation,

Town Manager

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2021-215

AN ORDINANCE REPEALING AND READOPTING ARTICLE IV OF CHAPTER 7 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING WASTE COLLECTION

WHEREAS, the Town of Johnstown, Colorado (“Town”) is a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado; and

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

WHEREAS, Article IV of Chapter 7 of the Johnstown Municipal Code regulates waste collection services in the Town; and

WHEREAS, Town staff recommends that the waste collection regulations be amended to reflect, among other updates, that the Town shall provide recycling collection services in addition to residential waste collection services; and

WHEREAS, to effectuate the foregoing, the Town Council desires to amend and modify Article IV of Chapter 7 of the Johnstown Municipal Code; and

WHEREAS, the Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the preservation of the public health, welfare, peace, safety and property and that this Ordinance is in the best interests of the citizens of the Town.

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

Section 1. Article IV of Chapter 7 of the Johnstown Municipal Code is hereby repealed in its entirety and readopted to read as follows in its entirety:

ARTICLE IV – Waste Collection

ARTICLE IV – Waste Collection

Sec. 7-61. Town refuse collection services.

- (a) Except as otherwise provided in this Article, the Town shall provide, by contract with a third party, refuse collection services for residents in the Town. Unless otherwise authorized by the Town Manager, the Town shall not provide refuse collection services to: (i) multifamily residences containing three or more units or (ii) non-residential customers, including commercial and industrial establishments.

- (b) Customers may opt out of the Town-provided refuse collection services by notifying the Town Finance Director, in writing, at least twenty (20) days before the first day of the next month of the desire to cancel the service. Said customers shall not be eligible to participate in any services or benefits offered to customers who participate in the Town-provided refuse collection services. Said customers shall remain bound by all other parts of the ordinances of the Town concerning or pertaining to waste collection and removal.
- (c) For purposes of this Article, *refuse collection services* shall include the collection and disposal of all trash, rubbish, garbage and other such waste material. *Refuse collection services* shall not include dumpster services nor shall it include disposal of refrigerators, washers, dryers and other large or bulky items or material that is or contains radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material. Bulk refuse material not collected as part of the Town-provided refuse collection services shall be removed by separate arrangement with the Town's third-party contractor, another Town-licensed contractor or the resident in compliance with this Article.

Sec. 7-62. Town recycling collection services.

- (a) Except as otherwise provided in this Article, the Town shall provide, by contract with a third party, recycling collection services in the Town. The recycling collection services shall be available to all customers utilizing the Town-provided refuse collection services.
- (b) Customers may opt out of the Town-provided recycling collection services by notifying the Town Finance Director, in writing, at least twenty (20) days before the first day of the next month of the desire to cancel the service.
- (c) For purposes of this Article, *recycling collection services* shall consist of the disposal of materials that are collected separately for the purpose of such materials being re-processed into new or different products or packaging materials, provided that such materials are designated as recyclable by the Town's third-party service provider.

Sec. 7-63. Specifications for containers.

- (a) Customers utilizing the Town-provided refuse or recycling collection services shall place refuse and recycling materials in containers furnished by the Town's third-party service provider. Such containers shall be used, as appropriate to each container, only for the collection of refuse and recycling materials. On the day of collection, customers shall place the containers in a readily accessible location adjacent to the residential or non-residential unit for handling by the Town's third-party service provider. The containers shall not be overloaded by weight or volume. Said customers shall also comply with rules regarding the containers imposed by the Town's third party-service provider, including the location of the containers for pick-up and weight or volume restrictions
- (b) Customers not utilizing the Town-provided refuse collection services shall place all refuse and, if applicable, recycling materials in suitable and enclosed containers furnished by such customer.
- (c) Containers for refuse and recycling collection services shall be kept off the street, curb, sidewalk and all other public ways, except for the period beginning 6:00 p.m. on the day prior to the day of collection and ending 9:00 p.m. on the day of collection.

Sec. 7-64. Refuse collection providers.

- (a) Refuse collection providers operating in the Town shall obtain, and maintain at all times when doing business in the Town, a Town business license.
- (b) Refuse collection providers operating in the Town shall: (i) obtain, and maintain at all times when doing a business in the Town, comprehensive general and automobile liability insurance policies in an amount sufficient to protect against damage and liability that may arise from their activities in the Town; (ii) name the Town as an additional insured party on the liability insurance policies; and (iii) upon the Town's request, provide certificates of insurance coverage to the Town.

Sec. 7-65. Persons served by water taps to receive service and pay the costs and billing.

- (a) Customers receiving Town-provided refuse or recycling collection services shall be billed and shall pay said charges monthly with such customer's water bill in the amount set forth by resolution of the Town Council in the Town Fee Schedule.
- (b) For customers utilizing the Town-provided refuse or recycling collection services, the assessments for refuse and recycling collection services shall be determined by the individual water tap billings. Where more than one single family is living in a residential dwelling served by only one water tap, an additional charge shall be made for each single-family unit.

Sec. 7-66. Lien and collection of unpaid bills; cessation of service.

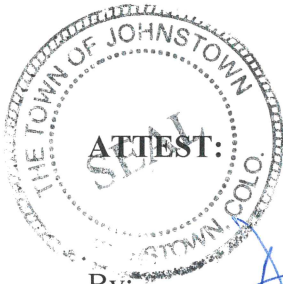
- (a) The assessment provided in Section 7-65 shall be a lien against each lot or tract of land where said water tap serves until fully paid and shall have priority over all other liens except general taxes and prior special assessments. In case such assessments are not paid, the Town may certify the assessments to the County Treasurer who shall collect the assessments, together with a penalty for the cost of collection in the amount provided by law.
- (b) In addition to the foregoing, the Town may proceed to collect any unpaid assessments in any other manner allowed by law and may cease providing refuse or recycling collection services.

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. Code revisions. Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

Section 4. Publication; Effective Date; Recording. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town's Home Rule Charter ("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. 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 1st day of November, 2021.



By: _____

Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: _____

Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____

Diana Seele, Town Clerk

By: _____

Gary Lebsack, Mayor



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 15, 2021

SUBJECT: First Amendment to the Franchise Agreement Town of Johnstown, Colorado and TDS Broadband, LLC

ATTACHMENTS: 1. First Amendment to the Franchise Agreement

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a first amendment to the Franchise Agreement between the Town of Johnstown and TDS Broadband, LLC (TDS Telecom). This amendment will extend the current franchise agreement currently in place until April 30, 2022 or unless a new franchise is adopted prior to this extension expiring. Both parties continue to move forward on a new franchise agreement, which is planned to be a 10-year term expiring on Dec 31, 2031.

LEGAL ADVICE:

The Town Attorney reviewed the first amendment presented.

FINANCIAL ADVICE:

Not Applicable.

RECOMMENDED ACTION: Approve the First Amendment to the Franchise Agreement as presented.

Reviewed and Approved for Presentation,

Town Manager

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**FIRST AMENDMENT TO FRANCHISE AGREEMENT
TOWN OF JOHNSTOWN, COLORADO
AND
BAJA BROADBAND, LLC**

This First Amendment to the Franchise Agreement between the Town of Johnstown, Colorado ("Town") and Baja Broadband, LLC. ("Baja") is upon the following terms and conditions:

1. The parties entered into a Franchise Agreement dated December 17, 2012 that granted a franchise to Baja that was lawfully accepted by Baja ("Franchise Agreement"). The expiration date of the franchise under the terms of the Franchise Agreement is December 20, 2021. The parties desire to negotiate a new franchise agreement to extend the franchise for up to another ten (10) years, to and including December 31, 2031. Because the parties have not yet finalized the new franchise agreement, the parties desire to extend the expiration date of the franchise under the terms of the Franchise Agreement for a short duration and thus continue operating under the terms of the existing agreement.

2. Article 13 of the Franchise Agreement provides that, if the parties have not renewed the franchise at the expiration of the term, Baja shall continue to provide services thereunder. Article 15.5 of the Franchise Agreement provides that the parties may amend the terms of the franchise.

3. To allow the parties additional time to execute a new agreement, the parties desire to extend the term of the Franchise Agreement by about four (4) months, up to and including midnight on April 30, 2022, or until the parties execute a new franchise agreement, whichever occurs first. Except as amended herein, the parties reaffirm the Franchise Agreement, including but not limited to Baja's right to furnish, sell and distribute electricity in the Town and corresponding obligation to pay a franchise fee to the Town.

IN WITNESS WHEREOF, this First Amendment to Franchise Agreement is entered into by the Town and Baja effective as of November 15, 2021.

TOWN OF JOHNSTOWN, COLORADO

By: _____
Gary Lebsack, Mayor

Date of Signature: _____

ATTEST:

By: _____
Diana Seele, Town Clerk

BAJA BROADBAND, LLC

By: _____

Name: _____

Title: _____

Date of Signature: _____



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 15, 2021

SUBJECT: 2021 Lien Certification for Larimer and Weld Counties

ATTACHMENTS: 1. Resolution 2021-43, Certifying the Liens to Larimer and Weld Counties

PRESENTED BY: Mitzi McCoy, Finance Director

AGENDA ITEM DESCRIPTION:

CRS 31-20-105 authorizes municipalities to collect all delinquent charges, assessments or taxes by certifying them to the county treasurer. The Town adopted Sections 7-11, 7-64, 13-8, and 16-306 of the municipal code by ordinance, that address the rights of the Town to collect utility charges and to collect past due, unpaid balances by placing a lien with the county treasurer to be collected with the real estate taxes.

Each year, Larimer and Weld Counties accept worksheets containing property numbers, and outstanding amounts due from municipalities that wish to have the County Treasurer collect the past due amounts. The county then adds the delinquent charges, assessments or taxes along with a 10% fee for processing to the property tax bill associated with the outstanding debt.

Municipalities take advantage of this opportunity and use it to collect a variety of outstanding debt owed to the City/Town for things such as utility bills, property abatements, special assessments, permits, etc. The Town of Johnstown has used it in the past primarily for utility bill collection and for property abatement collections.

Currently, the Town has 7 utility accounts in Larimer County with a total collective outstanding balance of \$10,276.52. The Town has 101 utility accounts in Weld County that are outstanding with a collective balance owing of \$54,112. There is 1 property abatement account with a collective outstanding balance of \$383.40. The Town has sent letters to the customers notifying them of the status of their accounts and encouraging them to remit payment to the Town to avoid the special assessment, so should customers make payments on their accounts prior to the date required for certification, those numbers could change.

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Larimer and Weld County policies require that all municipalities provide a resolution in order to certify liens each year. The Resolution attached was written in response to that policy.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

Certifying the liens to the County Assessors will allow the Town to collect the cash for amounts owed on outstanding accounts, thus improving our cash flows.

RECOMMENDED ACTION: Approve Resolution 2021-43 as presented.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2021-43**

**A RESOLUTION CERTIFYING VARIOUS LIENS TO THE
LARIMER AND WELD COUNTY TREASURER'S OFFICE FOR
INCLUSION IN THE APPROPRIATE TAX BILL**

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

WHEREAS, C.R.S. § 31-20-105 allows municipalities to "cause any or all delinquent charges, assessments, or taxes made or levied to be certified to the treasurer of the county and be collected and paid over by the treasurer of the county in the same manner as taxes are authorized" if authorized to do so by ordinance; and

WHEREAS, the Town adopted Section 7-11, Section 7-64, Section 13-8, and Section 16-306 of the Johnstown Municipal Code by ordinance, addressing the rights of the Town to collect utility charges, hold the owner of the property responsible for unpaid utilities and collect unpaid balances by placing a lien with the county treasurer to be collected with the real estate taxes; and

WHEREAS, the Town has utility bills and property abatements that have not been paid and desires to place a lien upon the real estate taxes.

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

Section 1. The Town Council certifies that the accounts submitted to the Larimer and Weld County Treasurer are delinquent and should become as assessment on the property served together with an additional 10% for costs of collection.

Section 2. The Finance Director is authorized to submit the data in any format requested by the Larimer County Treasurer by December 10, 2021 and to the Weld County Treasurer by December 1, 2021.

Section 3. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the resolution.

Section 4. Repealer. All resolutions, or parts of the same that are inconsistent with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS 15th day of November, 2021.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: November 15, 2021

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

Upcoming Town 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):

- 11/15/2021 – Regular Town Council Meeting
- 11/29/2021 – Council Work Session – 6 p.m.
- 12/06/2021 – CANCELLED Regular Town Council Meeting
- 12/13/2021 – Regular Town Council Meeting – SPECIAL DATE

Administration, Finance, Planning, & Human Resources

- *2534 Holiday Lights* – The holiday lights were installed at 2534 and are scheduled to turn on Friday, November 19.
- *Cemetery Software* – New cemetery software CIMS (Cemetery Information Management System) was purchased a few months ago. Work is being done to convert the current data into the new software.
- *Municipal Court* – Court processed 62 summonses in the month of October
- *County Tax Liens* – Accounts have been reviewed and are being prepared for tax liens on past due utilities and outstanding abatements.
- *Johnstown Cash Program* – There are currently 48 businesses enrolled in the Johnstown Cash Program and over \$55,000 has been redeemed in certificates. The program will run until December 31, 2021 and certificates will no longer be valid after that date. All

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participating businesses were emailed to notify them of the upcoming end date for the program.

- *Shop Local Campaign* – Town is working on putting together a Shop local campaign in conjunction with the Johnstown Cash Program as we near the holiday shopping season.
- *Downtown Johnstown Parklet Program* – The Town of Johnstown received a grant through CDOT Revitalize Main Street Program to create a downtown parklet program. Town staff sent an email to the downtown businesses on 11/03/21 describing the general concept of the parklet program and are encouraged to contact the Economic Development Department to provide feedback. Town staff will capture the businesses feedback and put together final information regarding the program before moving forward in designing and purchasing the parklets.
- *Business of the Month* – November’s Business of the Month is Johnstown Lunch Box located at 111 W. South 1st Street. Johnstown Lunch Box was officially announced during the November 1, 2021 Town Council meeting.
- *Larimer County Climate Smart Framework* – Johnstown attended the Larimer County Climate Smart Framework Outreach meeting. This outreach component of the report will ensure all voices across Larimer County have input into the plan and will take place over the next few months and into Q1 of 2022.
- *Solar Bids* – Solar bids have been received from the vendors submitting on the bid. In total, the Town received 5 qualifying bids. We are currently reviewing those bids and intend to present a recommendation on the December 13 meeting.
- *Letford School Assessment* – Town Staff will meet with the architect team and construction team currently building the new Elwell Elementary School at Letford Elementary School on November 19 to evaluate what components of the land should remain versus those that should be razed. If Council has any feedback on this future plan as it pertains to salvaging anything, Staff welcomes this feedback now.

Police Department

Training:

- *Standardized Field Sobriety Test Instructor Training* – Officer Grounds attended SFST Instructor training. He is now certified to teach officers how to conduct nationally recognized, standardized field sobriety tests, on individuals suspected of driving under the influence of alcohol and or drugs.
- *Leadership Training* – Sergeant Dickerson attended the FBI LEEDA Command School. This will be the last school in the FBI LEEDA leadership series.

Community Policing, Outreach & Miscellaneous Items:

- *Community Relations* – Officers participated in handing out candy for Trick or Treat Street in the downtown area.

Public Works Department

Streets, Stormwater, Fleet & Parks

- *Streets* – Crews graded County Roads 3, 20c, 46, 44, & 42.

- *Parks* – Staff is working through the CIRSA Audit items including placing wood chips and playground equipment. Trash continues to be picked up twice a week.

Water Plant & System

- *GAC System Updates* – The GAC was taken offline October 27 after evaluating risks to keep the system operational into December. Evoqua crews mobilized to remove carbon the first week in November and struggled with the removal extending operations through the weekend.
- *Lone Tree Pump Station* – A 16” butterfly froze after the Contractor repaired check valves with in the pump station on November 3. Town had to go onto the interconnects and were able to source a 16” replacement valve and the contractor completed the work on November 5.
- *Distribution System* – Staff flushed the system over the weekend to be able to start the plant the beginning of the next week. A fire hydrant on Venture was repaired that was damaged by a contractor. Fire hydrant flushing was completed in Clearview and the Landings Subdivisions.

Wastewater Plants

- *Central* – Operators are working through CIRSA safety classes and studying for next certification exams as well as assisting water plant with feeding PAC at Lonetree.
- *Low Point* – CIRSA audit items that were identified were completed including flushing all eyewash stations, checking emergency lights, mounting checklist for these items and checking the AED near the eyewash station in the lab.
- *Collection System* – Contractor repaired the Corbet Glenn lift station pumps and evaluated the Clearview lift station pumps. DES will start sewer cleaning in Old Town on November 5.

Development & Project Updates

- *I-25 Waterline Project* – Contractor is still waiting on updates to receive Cathodic Protection material to complete the project and submit to CDOT.
- *Johnstown Reservoir Dam Repair* – Reservoir is the process of being dewatered by J2 Contracting and the Town is waiting on word from CDW on whether they can perform fish removal.
- *South Water Tank* – The piers for the tank foundation will be drilled and poured starting the week of November 15 and are anticipated to be complete prior to Thanksgiving. The Contractor will then start the foundation for the tank.
- *South Water Tank Distribution Pipeline* – Council awarded the project to SMH West, LLC. A preliminary pre-construction meeting was held with the contractor in order to assist in ordering material immediately and working through contract documents.
- *Central Interceptor Phase 1* – Finishing up the structural construction at the Lift Station. In the process of installing fusible sewer pipe along the north side of SH60. Bore for SH60 is scheduled to begin November 15 however is dependent on the execution of a ditch crossing agreement with the ditch owner.
- *Central Interceptor Phase 2* – Awaiting final pricing for the GMP from the Contractor and cost comparison by the 3rd Party Independent Estimator by mid-November.

Anticipated Council date for Construction award is the first meeting in December. Material have already been purchased for Phase 2 due to lead times and Staff is waiting on easement agreements.

- *Charlotte St* – Design Team worked with Police Department to evaluate traffic and speeding along Charlotte and did not find conditions that warranted stop conditions between Letford and Parish. Design Team is working through encroachment and temporary easement needs. Town has received the 75% design. A public meeting will be held at the 90% design phase.
- *Old Town* – Columbine St. is temporarily closed between 2nd St and Charlotte St as DeFalco installs stormwater pipe from Columbine to Estes Ave. Contractor will move to the sewer and stormwater installs in the alley.
- *N 2nd St Bridge Widening* – The design engineer is collecting environmental survey and utility potholing data and is expecting to have drawings complete by the end of November. The Engineer is coordinating with the Hillsborough Ditch Engineer on the design.
- *Low Point Expansion* – The Town is planning to award the construction contract and construction administration for the project at the November 15 Council meeting. The design engineer is coordinating with CDPHE on project approvals.
- *Active Developments* – Johnstown Farms Public Improvements, Johnstown Heights Public Improvements, The Ridge 1 & 2 Public Improvements, TRR County Road 3 Improvements, TRR 12 Public Improvements, Mallard Ridge Phase 3 Grading, Revere Public Improvements, Mountain View Townhomes, 2534 Site Plans.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE : November 15, 2021

SUBJECT: Public Hearing - First Reading Ordinance 2021-216. An Ordinance Authorizing the Sale of Real Property and the Improvements Thereon, Located at Lot 2 of Replat of Block 2, Town of Johnstown, County of Weld, State of Colorado Known by Street Address 16 North Parish Avenue to Grows, LLC.

ACTION PROPOSED: Consider First Reading of Ordinance 2021-216

ATTACHMENTS:

1. Ordinance 2021-216
2. Purchase and Sale Agreement
3. Bid Submittals

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

In August 2021, the Town of Johnstown issued an RFP for the purchase and sale of 16 North Parish Avenue. The bid opening date was September 17, 2021. The Town received two bids submitted as part of this request for proposals, and in Executive Session, the Town Manager was generally directed to begin discussions for a Purchase and Sale Agreement with Grant and Robyn Schaneman. Based on this general director, presented for your consideration and approval upon first reading, is Ordinance 2021-216 and a corresponding purchase and sale agreement to sell the property to Grows, LLC. The planned purchase price is \$300,000.00. This does not include the cost incurred for the appraisal which is an additional \$4,750.00 which will be paid to the Town at closing. The Ordinance and corresponding purchase and sale agreement will be signed following complete approvals of the Ordinance with an expected sign date on or around December 27, 2021. From that time Grows, LLC will have 60 days in which to close on the property. The property is being sold as-is with no liability to the Town based on its current condition.

LEGAL ADVICE:

Ordinance 2021-216 was drafted by the Town Attorney.

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FINANCIAL ADVICE:

Revenues from the sale are anticipated to be collected in FY2022 and will be remitted to the General Fund.

RECOMMENDED ACTION: Approve Ordinance 2021-216 upon first reading

SUGGESTED MOTIONS:

For Approval: I move we approve Ordinance 2021-216 Authorizing the Sale of Real Property and Improvements Located at Lot 2 or Replat of Block 2 at the Address Known as 16 North Parish Avenue to Grows, LLC and also Authorizing the Town Manager to Sign the Purchase and Sale Agreement.

For Denial: I move we deny Ordinance 2021-216 Authorizing the Sale of Real Property and Improvements Located at Lot 2 or Replat of Block 2 at the Address Known as 16 North Parish Avenue to Grows, LLC and also Authorizing the Town Manager to Sign the Purchase and Sale Agreement.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2021-216

AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY AND THE IMPROVEMENTS THEREON, LOCATED AT LOT 2 OF REPLAT OF BLOCK 2, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, KNOWN BY STREET ADDRESS AS 16 NORTH PARISH AVENUE, TO GROWS, LLC

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 owns real property located at Lot 2 of Replat of Block 2, Town of Johnstown, County of Weld, State of Colorado, known by street address as 16 North Parish Avenue, consisting of approximately 7,361 square feet (“Property”); and

WHEREAS, the Property no longer serves a useful public purpose and the Town Council desires to sell the Property; and

WHEREAS, Section 11-7 of the Johnstown Municipal Code provides that the Town may sell or dispose of real property and public buildings, used or held for any purpose, by ordinance upon such terms and conditions as Town Council deems to be in the best interests of the Town; and

WHEREAS, the Town advertised its intent to sell, and received sealed bids for the purchase of, the Property; and

WHEREAS, based on the foregoing, Grows, LLC, a Colorado limited liability company (“Grows, LLC”), submitted an offer to purchase the Property; and

WHEREAS, after due consideration, the Town Council desires to sell the Property to Grows, LLC upon the terms and conditions set forth in the Purchase and Sale Agreement, attached hereto and incorporated herein by reference as Exhibit A (“Purchase and Sale Agreement”); and

WHEREAS, the Town Council finds and determines that the terms and conditions of the Purchase and Sale Agreement are reasonable and it is in the best interests of the Town to sell the Property.

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

Section 1. The Town Council hereby authorizes the sale of the real property and the improvements thereon, located at Lot 2 of Replat of Block 2, Town of Johnstown, County of Weld, State of Colorado, known by street address as 16 North Parish Avenue, consisting of approximately 7,361 square feet, to Grows, LLC, in accordance with the terms and conditions of the Purchase and Sale Agreement.

Section 2. Upon the effective date of this Ordinance, the Town Council hereby authorizes the Town Manager to execute the Purchase and Sale Agreement on behalf of the Town.

Section 3. The Town Council hereby authorizes the proceeds of the sale to be placed in the General Fund.

Section 4. This Ordinance shall be interpreted and construed to effectuate its meaning and purpose.

Section 5. 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. 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 ____ day of _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”) is made as of December __, 2021 (the “**Effective Date**”), by and between Town of Johnstown, a Colorado home rule municipal corporation (“**Seller**”), and Grows, LLC (“**Purchaser**”).

RECITALS

A. Seller is the owner of real property described as Lot 2 of Replat of Block 2, County of Weld, State of Colorado, more particularly described as 16 North Parish Avenue, Johnstown, Colorado 80534, consisting of approximately 7,361 square feet (the “**Land**”).

B. As used in this Agreement, the term “**Property**” includes the Land, together with all of Seller’s right, title and interest in and to all existing improvements, structures and fixtures, if any, placed, constructed, installed or located on the real property, including all fences, gates, plants, trees, landscaping and other appurtenances, if any, located upon, over or under the Land.

C. Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

PURCHASE AND SALE OF THE PROPERTY

1.1 **Recitals.** The Recitals are incorporated into the Agreement as if fully set forth herein.

1.2 **Purchase.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, all of the Property, subject to and upon the terms and conditions set forth in this Agreement.

1.3 **Purchase Price.** The total purchase price (the “**Purchase Price**”) for the Property shall be Three Hundred Thousand Dollars (\$300,000.00) payable in accordance with the following terms and conditions:

(a) Deposit.

(i) No later than two (2) business days after execution and delivery of this Agreement by both Seller and Purchaser, Purchaser will deliver to Land Title, 345 E 27th St, Loveland, CO 80538 (the “**Title Company**”) an earnest money deposit in the amount of Ten Thousand Dollars (\$10,000.00) (together with all interest earned thereon, the “**Deposit**”).

(ii) The Title Company will deposit the Deposit in one or more federally insured interest-bearing accounts and hold the Deposit pursuant to the terms and

provisions hereof. The Deposit will be applied to the Purchase Price at the closing of the purchase contemplated hereby (“**Closing**”). In the event that this Agreement is terminated or the acquisition contemplated hereunder is not closed for any reason other than Purchaser’s default hereunder, the Deposit will be promptly returned to Purchaser.

(b) Balance. The balance of the Purchase Price, subject to prorations and adjustments in accordance with Article 9, will be paid to Seller by Purchaser at Closing by wire transfer of immediately available funds to the Title Company, for further payment to Seller.

ARTICLE 2 SURVEY AND TITLE

2.1 **Survey**. Within twenty (20) days of the Effective Date, Seller, at Purchaser’s expense and option, shall obtain a survey of the Property and deliver same to the Purchaser. The Survey shall show the boundaries of the Property and all improvements located thereon. Purchaser and Seller agree that the legal description set forth in the Survey shall be used for the deed and other documents prepared and executed at Closing. The parties agree that, if the survey indicates a difference in the area of the Property than the area set forth in this Agreement, there shall be no adjustment in the Purchase Price.

2.2 **Title Commitment**. Within ten (10) days of the Effective Date, Seller shall procure and deliver a current commitment for an owner’s title insurance policy for the Property (the “**Title Commitment**”), in an amount equal to the Purchase Price, to Purchaser. The Title Commitment will be subject to Purchaser’s review and approval during the Contingency Period (as approved by Purchaser, the “**Approved Title Commitment**”).

2.3 **Status of Title at Closing**. At Closing, Seller will convey to Purchaser title to the Property by special warranty deed free and clear of monetary liens, but subject to all matters of record shown in the Approved Title Commitment and the existing encroachments (collectively, the “**Permitted Encumbrances**”).

ARTICLE 3 CONTINGENCY PERIOD

3.1 **Contingency Period**. Purchaser will have thirty (30) days following the Effective date (the “**Contingency Period**”) within which to complete Purchaser’s investigation of the Property and to obtain all required approvals for Purchaser’s purchase of the Property. All inspection fees and other expenses of any kind incurred by Purchaser relating to the inspection of the Property will be Purchaser’s sole responsibility. Purchaser will promptly repair, at its expense, any damage to the Property caused by Purchaser or its agents in conducting its inspection of the Property. Purchaser will coordinate its physical inspections of the Property with Seller prior to entry on the Property.

3.2 **Termination**. If, on or before the expiration of the Contingency Period, Purchaser delivers to Seller written notice setting forth Purchaser’s election to terminate this Agreement, in Purchaser’s sole discretion, then this Agreement will terminate, the Deposit will be returned

promptly to Purchaser, and both parties will be relieved from any further liability hereunder. If Purchaser does not terminate this Agreement as described in the preceding sentence, then this Agreement will remain in full force and effect in accordance with its terms.

ARTICLE 4

SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

Seller represents, warrants and covenants to Purchaser as set forth below in this Article 4 as of the Effective Date and as of Closing under this Agreement.

4.1 **Authority.** Seller has, or will have prior to the Closing, the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. All requisite action has been, or will be prior to Closing, taken by Seller in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. The person signing this Agreement on behalf of Seller is authorized to do so.

4.2 **No Consents; Binding Obligations.** No third party approval or consent is required for Seller to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Seller are and will be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

4.3 **No Third-Party Interests.** Seller has not granted to any party any option, contract or other right to a purchase the Property, or any portion thereof or any interest therein.

4.4 **Non foreign Person.** Seller is not a foreign person, corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code or Income Tax Regulations).

ARTICLE 5

PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to Seller as set forth below in this Article 5 as of the Effective Date and as of Closing under this Agreement.

5.1 **Authority.** Purchaser has the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. All requisite action has been taken by Purchaser in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Purchaser is authorized to do so.

5.2 **No Consents; Binding Obligations.** No third party approval or consent is required for Purchaser to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Purchaser are and will be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms.

ARTICLE 6 PURCHASER'S AGREEMENTS

6.1 **“As Is” Condition.** Purchaser expressly acknowledges that Seller does not make any representations or warranties regarding the present or future condition or operation of the Property, either express or implied.

6.2 **Purchaser’s Waivers.** Without limiting the foregoing, Purchaser acknowledges that:

(a) PURCHASER AND ITS REPRESENTATIVES ARE BEING PROVIDED IN THIS AGREEMENT WITH AN ADEQUATE OPPORTUNITY TO FULLY INSPECT THE PROPERTY, AND TO BECOME ARE FULLY FAMILIAR WITH THE PHYSICAL (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL) CONDITION THEREOF. PURCHASER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED IN THIS AGREEMENT, THE PROPERTY IS BEING PURCHASED BY PURCHASER IN AN “AS IS” AND “WHERE IS” CONDITION AND WITH ALL EXISTING DEFECTS (PATENT AND LATENT).

(b) PURCHASER IS NOT RELYING ON ANY AGREEMENT, UNDERSTANDING, CONDITION, WARRANTY (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OR REPRESENTATION MADE BY SELLER, ANY DIRECTOR, OFFICER, AGENT, EMPLOYEE OR PRINCIPAL OF SELLER, OR ANY OTHER PARTY REPRESENTING SELLER AS TO THE PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL CONDITION), OR AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO ANY PERMITTED USE THEREOF, THE ZONING CLASSIFICATION THEREOF OR COMPLIANCE THEREOF WITH FEDERAL, STATE OR LOCAL LAWS.

(c) PURCHASER WAIVES, RELEASES AND FOREVER DISCHARGES SELLER, ITS OFFICERS, EMPLOYEES AND AGENTS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, COLLECTIVELY REFERRED TO AS THE “RELEASED PARTIES,” OF AND FROM ANY AND ALL SUITS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS OR DEMANDS, ACTUAL DAMAGES, PUNITIVE DAMAGES, LOSSES, LIABILITIES, INTEREST, ATTORNEY’S FEES, EXPENSES OF WHATEVER KIND IN NATURE, IN LAW OR IN EQUITY, KNOWN OR UNKNOWN (COLLECTIVELY REFERRED TO AS “LIABILITIES”), THAT THE PURCHASER EVER HAD, NOW HAS, OR IN THE FUTURE MAY HAVE, AGAINST ANY OF THE RELEASED PARTIES BASED UPON, OR ARISING INDIRECTLY OR DIRECTLY OUT OF (I) THE CONDITION, STATUS, QUALITY OR NATURE OF THE PROPERTY AND (II) THE EXISTENCE, PRESENCE OR CONDITIONS OF ASBESTOS AND ANY TOXIC OR HAZARDOUS MATERIAL IN OR UNDER THE PROPERTY. THE PURCHASER ALSO AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES THAT ANY OF THE RELEASED

PARTIES MAY INCUR OR BECOME RESPONSIBLE FOR, AS A RESULT OF ANY CLAIMS BY ANY PERSONS OR ENTITIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY GOVERNMENTAL AUTHORITIES, BASED UPON OR ARISING DIRECTLY OR INDIRECTLY OUT OF, THE MATTERS DESCRIBED IN THE PRECEDING SENTENCE, BUT PURCHASER'S INDEMNIFICATION WILL ONLY RELATE TO SUCH CLAIMS THAT FIRST ARISE DURING AND IN CONNECTION WITH PURCHASER'S OWNERSHIP OF THE PROPERTY.

6.3 Survival of Terms. This Article 6 shall survive closing and delivery of the deed by seller, and shall be deemed incorporated by reference and made a part of all documents delivered by seller to purchaser in connection with the sale of the property.

ARTICLE 7 CASUALTY

The risk of casualty loss to the Property will remain with Seller prior to Closing. In the event that the Property is damaged by fire, flood or other casualty prior to Closing, then Purchaser may elect, at its sole option, either (i) to terminate this Agreement and recover its Deposit, in which case both Seller and Purchaser will be released from further responsibility hereunder, or (ii) to waive its right to terminate this Agreement and to consummate the transaction contemplated hereby, in which case Seller will assign to Purchaser all of Seller's right to receive the insurance proceeds, if any, payable as a result of such casualty damage, but not exceeding the Purchase Price, and Purchaser will be entitled to an abatement of the Purchase Price in an amount equal to the applicable insurance deductibles.

ARTICLE 8 CLOSING

8.1 Time and Procedures. Closing under this Agreement ("**Closing**") will take place on a date designated by Purchaser by written notice to Seller, which will be no earlier than three (3) days following the expiration of the Contingency Period and no later than twenty (20) days following the expiration of the Contingency Period, or as otherwise agreed by the parties in writing. Closing will be conducted by delivery of all documents and funds to the Title Company for delivery, disbursement or recording by the Title Company, as applicable, in accordance with the terms of this Agreement. The parties may issue supplemental instructions to the Title Company to accomplish Closing, provided that such instructions are consistent with the terms of this Agreement or are otherwise approved by both parties.

8.2 Deliveries. At Closing the following will occur:

(a) Deed. Seller will deliver to Purchaser a duly executed and acknowledged special warranty deed for the Property conveying title to the Property, subject only to the Permitted Encumbrances;

(b) Payment. Purchaser will pay to Seller the Purchase Price by wire transfer of funds as provided in Section 1.3, subject to the adjustments described in Article 9;

(c) Possession. Possession of the Property will be delivered to Purchaser;

(d) Non-Foreign Certificate. Seller will execute and deliver to Purchaser and the Title Company an affidavit that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code; and

(e) Miscellaneous Documents. Each of Seller and Purchaser will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be required by the Approved Title Commitment, or reasonably requested by the other party or the Title Company in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement in a manner consistent with the terms of this Agreement.

ARTICLE 9 PRORATIONS AND CLOSING EXPENSES

9.1 **Closing Adjustments.** The cash due at Closing pursuant to Section 8.2(b) will be subject to adjustment as of Closing in accordance with the following provisions:

(a) Property taxes will be prorated at Closing based on the most recent information available, with the proration to be final and not subject to any post-closing adjustment.

(b) Purchaser will pay the fee for recording Seller's deed, one-half of the Title Company's closing fee, any endorsements to the title insurance policy requested by Purchaser, its attorneys' fees and costs, all transfer taxes, Seller's cost for the appraisal obtained prior to execution this Agreement, which costs shall be provided by Seller to the Title Company with a copy to Purchaser, and all other closing costs not paid by Seller as set forth in Section 9.1(c).

(c) Seller will pay its attorneys' fees and costs, the premium for the title insurance policy based on the Approved Title Commitment, one-half of the Title Company's closing fee, and any costs required to deliver title to the Property subject only to the Permitted Encumbrances.

9.2 **Settlement Statement.** At Closing, Seller and Purchaser will execute a Closing settlement statement to reflect the credits, prorations, and adjustments contemplated by or specifically provided for in this Agreement.

ARTICLE 10 REMEDIES

10.1 **Breach by Seller.** Time is of the essence of Seller's obligations hereunder. If Seller fails to comply with any of its obligations hereunder which are required to be performed at or prior to Closing, and such failure continues for five (5) business days after delivery of written notice thereof from Purchaser to Seller, Purchaser, as its sole and exclusive remedy, will be entitled to terminate this Agreement and obtain the prompt refund of the Deposit, whereupon both parties will be discharged from all duties and performance hereunder.

10.2 Breach by Purchaser. Time is of the essence of Purchaser's obligations hereunder. If Purchaser fails to comply with any of its obligations hereunder which are required to be performed at or prior to Closing, and such failure continues for five (5) business days after delivery of written notice thereof from Seller to Purchaser, Seller, as its sole and exclusive remedy, will be entitled to terminate this Agreement and have the Deposit paid to Seller as liquidated damages. PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX SELLER'S ACTUAL DAMAGES IN THE EVENT PURCHASER FAILS TO PURCHASE THE PROPERTY OR THE PROPERTY IN ACCORDANCE HERewith. THEREFORE PURCHASER AND SELLER AGREE A SUM EQUAL TO THE DEPOSIT REPRESENTS ALL SELLER'S COST WITH RESPECT TO THIS TRANSACTION, THE LOSS OF OTHER OPPORTUNITIES TO SELLER AND THE PROPERTY TAX AND INTEREST BURDEN OF CARRYING THE PROPERTY DURING THE PERIOD THE PROPERTY IS KEPT OFF THE MARKET AS A RESULT OF THIS AGREEMENT. SELLER AGREES TO ACCEPT THE SUM OF THE DEPOSIT MADE TO THAT DATE HEREUNDER AS ITS SOLE REMEDY IN FULL SATISFACTION OF SELLER'S DAMAGES. IT IS THE INTENT OF THE PARTIES THAT THE AMOUNT OF THE DEPOSIT MADE TO THAT DATE WILL BE THE FULL AGREED LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY PURCHASER AND ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES ARE EXPRESSLY WAIVED BY SELLER. SELLER HEREBY WAIVES THE PROVISIONS OF ANY STATUTES WHICH ARE INCONSISTENT WITH THE INTENT OF PURCHASER AND SELLER AS SET FORTH HEREIN.

10.3 Attorneys' Fees. Notwithstanding any contrary provision contained in this Agreement, in the event of any litigation or legal action arising out of this Agreement, but only to the extent permitted by law recognizing the limitations of a governmental entity to expend funds that have not been budgeted and appropriated, the court will award the prevailing party its reasonable costs and expenses incurred in connection with such litigation or legal action, including, without limitation, its reasonable attorneys' fees and costs.

ARTICLE 11 GENERAL PROVISIONS

11.1 Brokers. Seller and Purchaser each hereby represent and warrant to the other that their only contact with the other or with the Property has been made without the assistance of any broker or other third party. Each of Seller and Purchaser will save and hold the other party free, clear and harmless from any claim, cost or expense, including reasonable attorneys' fees, for or in connection with any claims for commissions or compensation claimed or asserted by or through each respective party in connection with the transaction contemplated herein.

11.2 Reservation of Mineral Rights. Purchaser agrees that Seller, for itself and its successors and assigns, as their interests may appear, reserves from this conveyance unto Seller all oil, gas and other minerals owned by Seller located in and under and that may be produced from the Property to the extent not reserved by prior grantors; provided, however, Seller, for itself and its successors and assigns agrees to waive all surface rights and other rights of ingress and egress in and to the Property, and agrees that in conducting operations with respect to the exploration for and production, processing, transporting and marketing of oil, gas and other minerals from the

Property, that no portion of the surface of the Property will be used, occupied or damaged and that fixtures, equipment, buildings or structures used in connection with the exploitation of the reserved mineral, oil and gas rights, shall not be placed on the surface of the Property. Seller shall not be restricted or prohibited from the pooling or unitization of the portion of the mineral estate owned by Seller with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations will in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property. The foregoing reservation of minerals and Seller's waiver of surface rights set forth above shall survive closing be included in substance in the special warranty deed.

11.3 Entire Agreement. No change or modification of this Agreement will be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement will be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Agreement; and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as herein set forth.

11.4 Survival. All of the parties' representations, warranties, covenants and agreements hereunder, to the extent not fully performed or discharged by or through Closing, will not be deemed merged into any instrument delivered at Closing and will remain fully enforceable thereafter.

11.5 Dates. If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the expiration of the Contingency Period or the Closing Date) should, under the terms hereof, fall on a weekend or holiday, then such date will be automatically extended to the next succeeding weekday that is not a holiday.

11.6 Zoning. Seller assumes no obligation to change the current zoning on the Property.

11.7 Governing Law and Venue. This Agreement will be construed and enforced in accordance with the laws of the State of Colorado. Venue for any legal action shall be in the County of Weld, State of Colorado.

11.8 Notices. Any notice required or permitted to be sent pursuant to this Agreement must be in writing and will be deemed given, sent, delivered and received upon the earlier of: (i) when personally or actually delivered; or (ii) three (3) business days after having been deposited in a U.S. Postal Service depository and sent by registered or certified mail, return receipt requested, with all required postage prepaid; (iii) upon confirmed facsimile transmission and the deposit of the original in a U.S. Postal Service depository, with all required postage; (iv) by e-mail upon acknowledgment of receipt thereof by the intended recipient; or (iv) one (1) business day after being deposited with a commercial overnight courier and sent by overnight delivery for next business day delivery, with all required charges prepaid; and addressed:

If to Seller:
Town of Johnstown

Attn: Town Manager
 450 S. Parish Avenue
 Johnstown, Colorado 80534
 Telephone No.: 970-587-4664
 Email: mlecerf@townofjohnstown.com

with a copy to:

Law Office of Avi S. Rocklin, LLC
 Attn: Avi Rocklin, Esq.
 1437 N. Denver Avenue #330
 Loveland, CO 80538
 Telephone No.: 970-419-8226
 Email: avi@rocklinlaw.com

If to Purchaser:

Grows, LLC
 C/O Grant and Robyn Schaneman
 407 Ridgeview Ct
 Johnstown, CO 80534
 Telephone No.: 970-744-1492
 Email: rschaneman@hotmail.com

Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section 11.8.

11.9 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

11.10 Counterparts. This Agreement may be executed in multiple counterparts, all of which, together, will be deemed one and the same original document.

11.11 Headings. The paragraph headings herein are for the convenience and reference of the parties and are not intended to define or limit the scope or intent of this Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the Effective Date.

SELLER:

Town of Johnstown

By: _____
 Matthew LeCerf, Town Manager

PURCHASER: Grows, LLC

By: _____
Title: _____

By: _____
Title: _____



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 15, 2021

SUBJECT: Ordinance 2021-217 Approving the P.U.D. Outline Development Plan for Encore

ACTION PROPOSED: Hold Public Hearing and Consider Ordinance 2021-217 Approving the P.U.D. Outline Development Plan for Encore, on First Reading

ATTACHMENTS:

1. Vicinity Map
2. Ordinance 2021-217
3. Proposed Encore ODP Amendment 1 & Design Guidelines
4. PZC Staff Report (10/27/21)
5. PZC Minutes (10/27/21)

PRESENTED BY: Justin Currie, Planner II

AGENDA ITEM DESCRIPTION:

The applicant, CaliberCos, Inc., is requesting approval of the amended Encore Outline Development Plan (ODP) and Design Guidelines for approximately 310 acres located between High Plains Blvd.(LCR3) and Colroado Blvd. (WCR13), north of U.S. Highway 34. The intent of this ODP amendment is primarily to update the existing land use and traffic pattern, as well as revisit the design guidelines to better reflect current development trends and opportunities within the Town and for this property. The proposed amendment will set land use regulations and design/development standards for the property, and will supercede the previous ODP and design guidelines.

The Planning & Zoning Commission held a public hearing on October 27, 2021. Public input was provided, with many comments centered around traffic patterns with concern for access off of Highway 34, and the to-be-determined ultimate alignment for High Plains Blvd.(LCR 3); as well as the configuration of the intersections at US 34. Staff informed them that additional design details will be forthcoming as full engineering drawings for those areas are discussed and developed. Staff also assured existing owners that property with current access to LCR 3 is assured to have adequate access in the future. PZC Minutes have been provided (Attachment 5) and summarize the comments.

The Commission voted to recommend approval of the Encore P.U.D. Outline Development Plan to the Town Council, with the findings that are contained in the attached staff report (Attachment 4) and reiterated in substance in the proposed ordinance (Attachment 2).

The Community That Cares

johnstown.colorado.gov

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO 80534 | F: 970.587.0141

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2021-217 Approving the P.U.D. Outline Development Plan for Encore, on First Reading.

SUGGESTED MOTIONS:

For Approval: Based on findings and analysis presented at this hearing, I move to approve Ordinance 2021-217 Approving the P.U.D. Outline Development Plan for Encore, on first reading.

For Approval with Conditions: Based on findings and analysis presented at this hearing, I move to approve Ordinance 2021-217 Approving the P.U.D. Outline Development Plan for Encore, with the following conditions, to be revised and updated prior to the Second Reading of the Ordinance, to include:

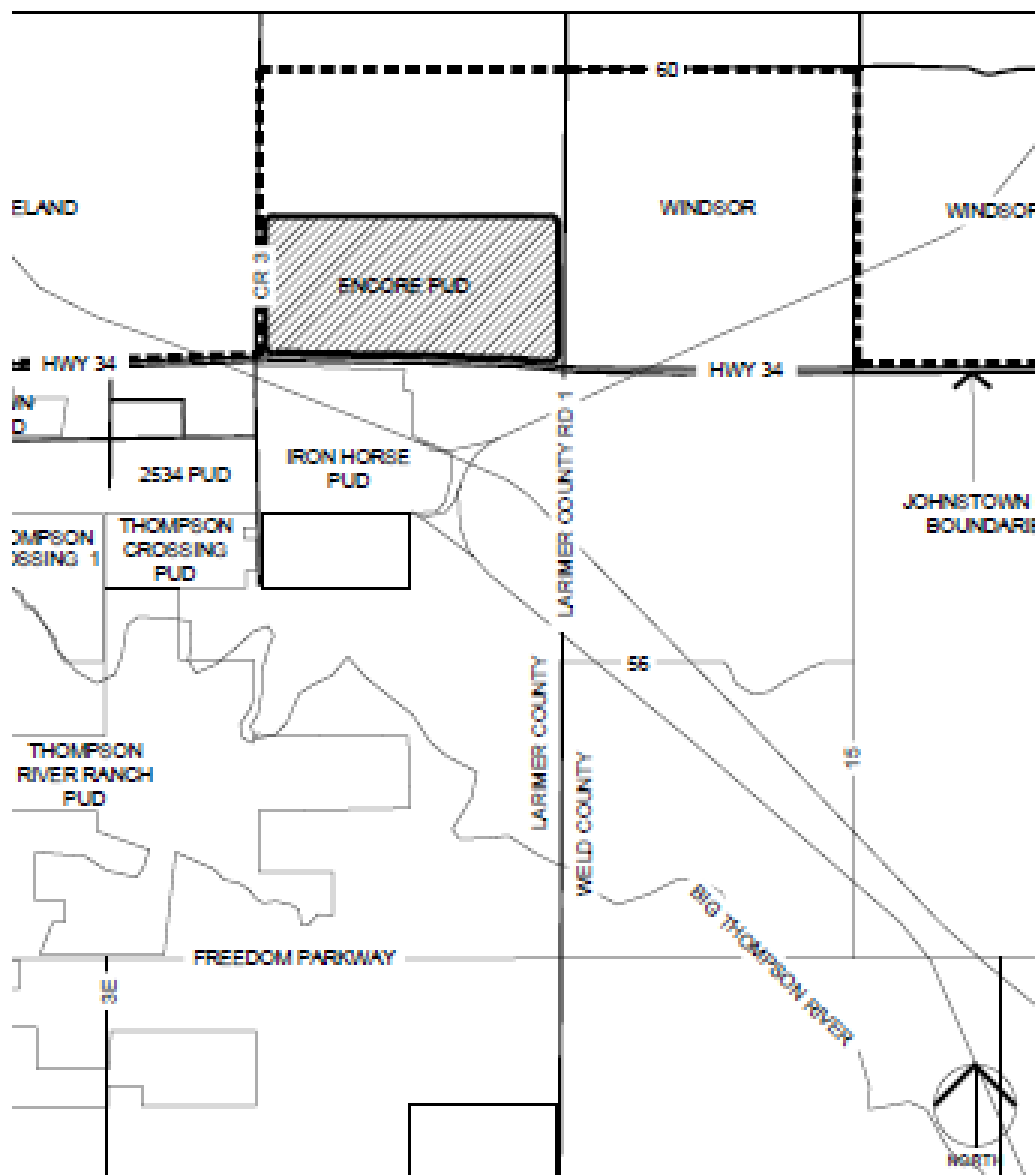
- a.

For Denial: Based on information presented in this hearing, I move to deny Ordinance 2021-217 as presented.

Reviewed and Approved for Presentation,


Town Manager

ENCORE PUD VICINITY MAP



**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2021-217**

**APPROVING P.U.D. OUTLINE DEVELOPMENT PLAN FOR
ENCORE JOHNSTOWN, LOCATED IN THE SOUTH HALF OF
SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH
P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF
COLORADO, CONSISTING OF APPROXIMATELY 310.66 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, Encore HoldCo, LLC, a Colorado limited liability company, submitted an application to the Town for approval of the P.U.D. Outline Development Plan for Encore Johnstown, located in the South Half of Section 12, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 310.66 acres; and

WHEREAS, on October 27, 2021, the Planning and Zoning Commission held a public hearing and recommended approval of the P.U.D. Outline Development Plan for Encore Johnstown; and

WHEREAS, on November 15, 2021, the Town Council held a public hearing concerning approval of the P.U.D. Outline Development Plan for Encore Johnstown; and

WHEREAS, after considering the Planning and Zoning Commission’s recommendation for approval, reviewing the file and conducting such public hearing, Town Council finds that the P.U.D. Outline Development Plan for Encore Johnstown is consistent with, and furthers the goals of, the *Johnstown Area Comprehensive Plan* goals and is compatible with all other applicable Town standards and regulation; and

WHEREAS, based on the foregoing, Town Council desires to approve the P.U.D. Outline Development Plan for Encore Johnstown.

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

Section 1. P.U.D. Outline Development Plan Approval. The P.U.D. Outline Development Plan for Encore Johnstown, located in the South Half of Section 12, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 310.66 acres, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved.

Section 2. Supersede and Replace. The P.U.D. Outline Development Plan for Encore Johnstown adopted herein shall supersede and replace the Outline Development Plan for the development approved in 2015.

Section 3. 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 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 _____ day of _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

OUTLINE DEVELOPMENT PLAN
ENCORE JOHNSTOWN

LOCATED IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68
WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER,
STATE OF COLORADO

APPROVALS

ENCORE LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE
PROPERTY LOCATED IN THE TOWN OF JOHNSTOWN, COUNTY OF LARIMER AND STATE OF
COLORADO, DO HEREBY SUBMIT THIS OUTLINE DEVELOPMENT PLAN AND AGREE TO
PERFORM UNDER THE TERMS NOTED HEREIN.

BY:
NAME:
TITLE:

TOWN COUNCIL

THIS OUTLINE DEVELOPMENT PLAN TO BE KNOWN AS
IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE NUMBER
PASSED AND ADOPTED ON FINAL READING ST THE REGULAR
MEETING OF THE TOWN COUNCIL OT THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE
DAY OF

BY:
MAYOR
ATTEST:
TOWN CLERK

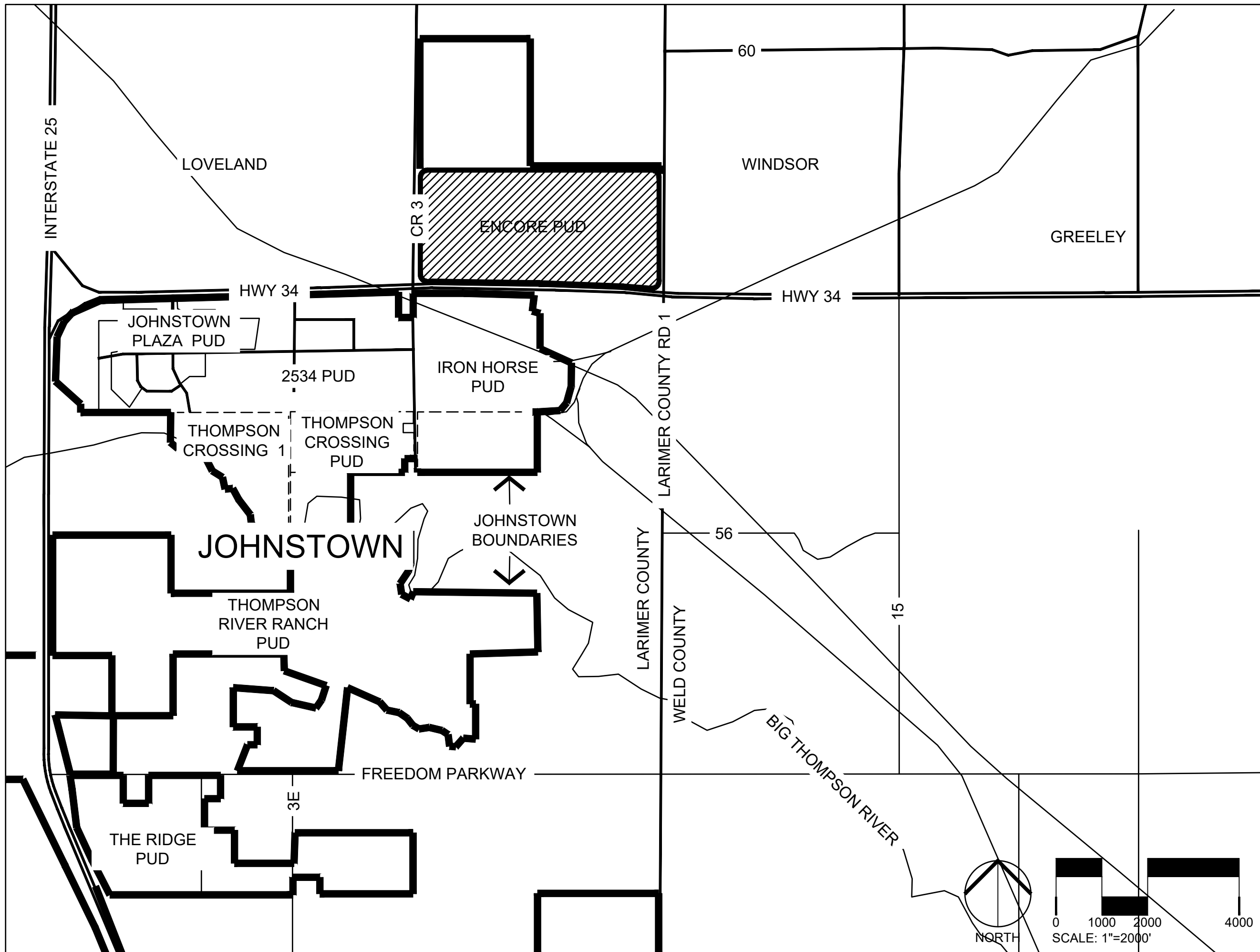
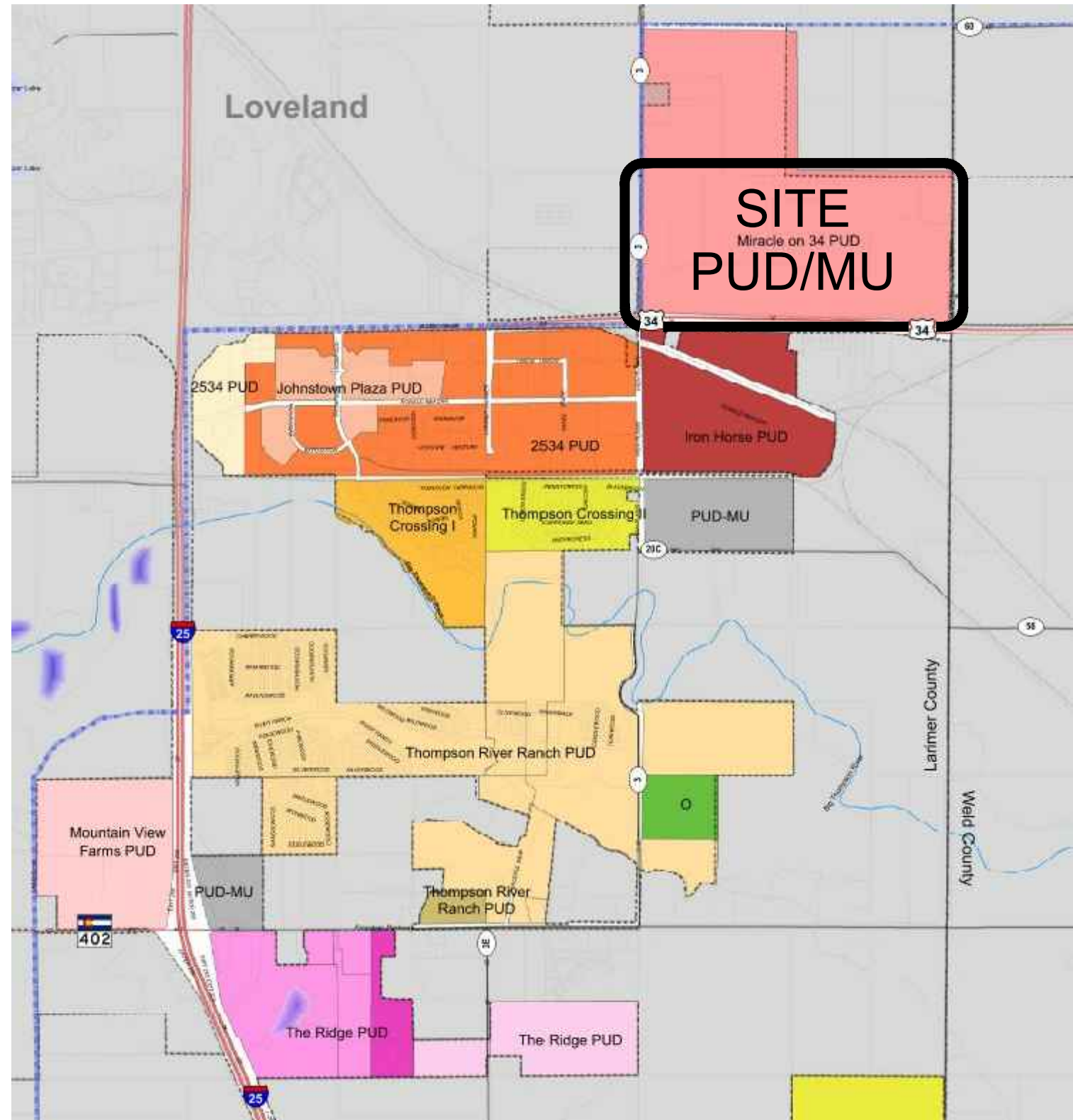
LEGAL DESCRIPTION

THE SOUTH HALF OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF
JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO.

CONTAINING 13,532,270 SQUARE FEET (310.66 ACRES), MORE OR LESS.

EXISTING ZONING

N.T.S.



VICINITY MAP

NARRATIVE / OPERATION PLAN

THE INTENT OF THIS OUTLINE DEVELOPMENT PLAN (ODP) AMENDMENT IS TO UPDATE THE EXISTING ODP
WITH A DIFFERENT LAND USE AND TRAFFIC PATTERN. IN ADDITION, THE GUIDELINES HAVE BEEN WRITTEN
TO BETTER REFLECT THE CURRENT DEVELOPMENT OPPORTUNITIES WITHIN THE TOWN AND THIS PROPERTY.

THE SITE CONSISTS OF COMMERCIAL AND MULTI FAMILY DEVELOPMENT ALONG THE HIGHWAY 34
CORRIDOR. THIS IS INTENDED TO COMPLIMENT AND ENHANCE JOHNSTOWN'S CURRENT DEVELOPMENT
ALONG HIGHWAY 34 AS WELL AS PROVIDE A DISTINCTIVE NEW DEVELOPMENT TO THE TOWN. THIS HIGHER
INTENSITY DEVELOPMENT WILL OCCUR BETWEEN THE HIGHWAY AND THE CANAL WHICH SPLITS THE SITE.

NORTH OF THE CANAL THE DEVELOPMENT WILL ADJUST TO PREDOMINANTLY RESIDENTIAL, MIXED USE,
LIGHT INDUSTRIAL, COMMERCIAL AND EDUCATIONAL USES. THERE IS INTENDED TO BE A COMMUNITY
GREEN SPACE ALONG THE CANAL WHEN OUTDOOR RECREATION AND STORM WATER FACILITIES WILL BE
PLACED.

THE DEVELOPMENT HAS ARTERIAL ROADS FLANKING ITS EASTERN BOUNDARY (CR 13), ITS SOUTHERN
BOUNDARY (HIGHWAY 34) AND A REALIGNED CR 3 ON ITS WESTERN BOUNDARY. THE MAIN INTERNAL
ROADS SHOWN ARE ANTICIPATED TO BE COLLECTORS.

AMENDING THE ODP WILL PROVIDE DEVELOPMENT OPTIONS THAT FIT THE CURRENT AND PROJECTED
ECONOMIC TRENDS. THE PUD WILL ALLOW FOR A VARIETY OF USES TO BE IN PROXIMITY TO EACH OTHER
CREATING A UNIQUE LIVE WORK ENVIRONMENT WITH A VARIETY OF RESIDENTIAL, RETAIL, COMMERCIAL,
INDUSTRIAL AND EDUCATIONAL USES. THE GUIDELINES ALLOW FOR A VARIETY OF RESIDENTIAL SET BACKS
AND OPEN SPACE OPTIONS. AS THE DEVELOPMENT MOVES FROM MORE INTENSE TO LESS INTENSE (SOUTH
TO NORTH) THE AMOUNT OF OPEN SPACE REQUIRED INCREASES.

THE LANDSCAPE AND SIGNAGE STANDARDS WITHIN THE GUIDELINES WILL CREATE A UNIQUE COMMUNITY
WITH ITS OWN AESTHETIC FOCUSING ON NATURAL MATERIALS AND XERIC PRINCIPALS.

GENERAL NOTES

- ACCESS POINTS SHOWN ON THIS ODP ARE CONCEPTUAL. EXACT LOCATIONS TO BE
DETERMINED DURING THE PRELIMINARY AND FINAL PLATTING PROCESS BASED ON
THE FINAL TRAFFIC IMPACT STUDY (TIS) AND SUBJECT TO TOWN, COUNTY AND/OR
CDOT APPROVAL.
- LOCAL AND COLLECTOR STREETS MAY CHANGE LOCATION, SIZE AND LAYOUT AT THE
TIME OF FINAL PLAT. LOCAL AND COLLECTOR STREET SHALL CONFORM TO THE
TOWN OF JOHNSTOWN STREET STANDARDS AT THE TIME OF PLATTING.
- ALL DENSITIES AND UNIT COUNTS ARE PROJECTIONS. FINAL DENSITIES TO BE
DETERMINED AT THE TIME OF PLATTING. ACTUAL NUMBER OF UNITS WILL BE
DETERMINED AT THE TIME OF SUBDIVISION PLATTING.
- SINGLE FAMILY AND SINGLE FAMILY ATTACHED SHALL NOT EXCEED 9 DU/ ACRE.
- AREAS OF DEVELOPMENT PARCELS ARE APPROXIMATE AND MAY VARY. EXACT LOT
SIZES WILL BE DETERMINED WITH EACH PRELIMINARY AND FINAL SUBDIVISION
SUBMITTAL.
- FINAL CONFIGURATION OF PARCELS, OPEN SPACE AREAS AND STREETS MAY VARY
FROM CURRENT ALIGNMENT.
- WHERE A PROPOSED USE IS NOT LISTED ON THE ODP, IT MAY BE ALLOWED IF
DETERMINED BY THE TOWN OF JOHNSTOWN TO BE SIMILAR IN CHARACTER AND
OPERATION, AND HAVING THE SAME OR LESSER IMPACT, AS USES THAT ARE
ALLOWED.
- ALL DRAINAGE ELEMENTS ARE CONCEPTUAL AND FINAL DETERMINATIONS OF THE
DRAINAGE SYSTEM, TO INCLUDE THE PLACEMENT OF DETENTION/RETENTION
FACILITIES, CHANNELS AND STORM SEWER, WILL BE MADE DURING THE PRELIMINARY
AND FINAL DRAINAGE REPORTS, AND DURING THE PRELIMINARY DEVELOPMENT PLAN
PROCESS AS A PART OF THE FINAL SUBDIVISION PLATTING.
- LANDSCAPING, SIGNAGE, ARCHITECTURE, NON-RESIDENTIAL PARKING, FENCING,
LIGHTING FOR THE DEVELOPMENT WITH THIS PUD SHALL EITHER FOLLOW THE
APPLICABLE ENCORE DESIGN STANDARDS OR THE TOWN OF JOHNSTOWN MUNICIPAL
CODE. ENCORE DESIGN STANDARDS MUST RECEIVE APPROVAL BY THE PLANNING
DIRECTOR PRIOR TO IMPLEMENTATION.

ENCORE JOHNSTOWN

ODP

JOHNSTOWN, COLORADO

PREPARED BY:



APPLICANT

Ripley Design, Inc
Russell Lee, PLA, LEED AP
419 Canyon Avenue, Suite 200
Fort Collins, CO 80521
970-224-5828

OWNER'S REPRESENTATIVE

EPS Group
Daniel "Ox" Auxier, PE, Principal
1130 North Alma School Road, Suite 120
Mesa, AZ 85201
480-352-3431

CIVIL ENGINEER

TST, Inc. Consulting Engineers
Johnathan Sweet, PE, LEED AP
748 Whalers Way, Suite 200
Fort Collins, CO 80525
970-226-0557

TRAFFIC ENGINEER

Horrocks, Engineers
Marie Thoming, PE
2162 W Grove Parkway, Suite 400
Pleasant Grove, Utah 84062

ORIGINAL SIZE 24X36

ISSUED

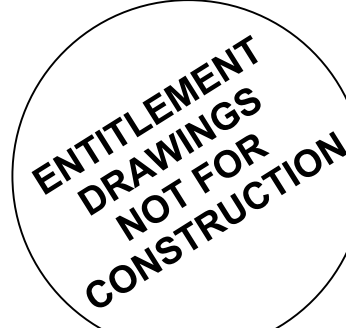
No.	DESCRIPTION	DATE
1	ODP SUBMITTAL	04/08/2021
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

REVISIONS

No.	DESCRIPTION	DATE
1	TOWN COMMENTS	6/23/2021
2	TOWN COMMENTS	09/01/2021
3	TOWN COMMENTS	09/13/2021
4	TOWN COUNCIL	11/04/2021
-	-	-
-	-	-

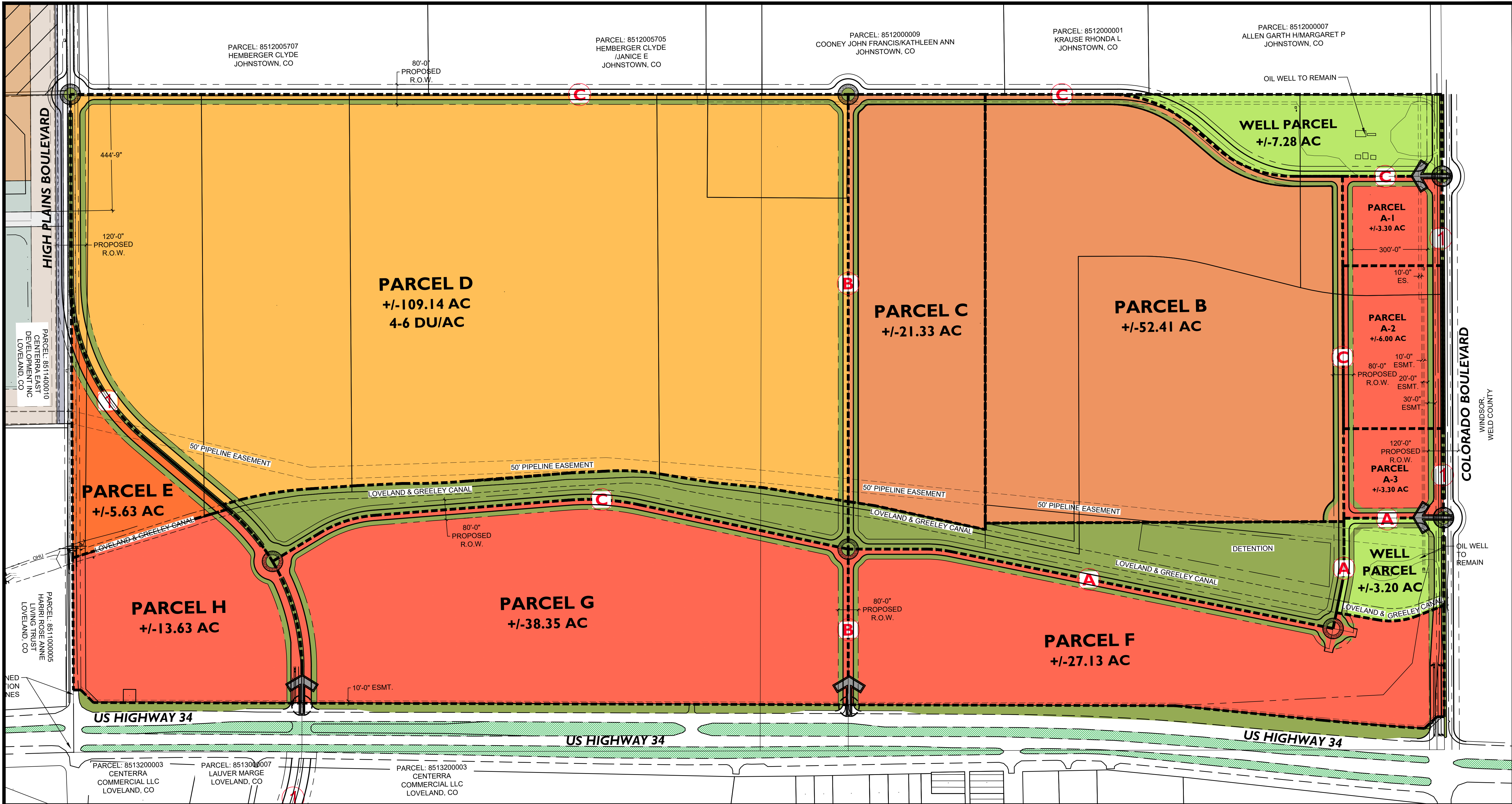
ENCORE ODP - COVER SHEET

SEAL:



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SITE LEGEND

- SECTION BOUNDARY
- PARCEL AREA (APPROXIMATE)
- STREET CENTER LINE
- EDGE OF PAVEMENT
- EASEMENT
- POTENTIAL ACCESS (FULL MOVEMENT)

PLANNING AREA BOUNDARIES

PLANNING AREA ACREAGE AND BOUNDARIES ARE PRELIMINARY AND SUBJECT TO CHANGE AT DETAILED PLANNING STAGES. ACREAGES MAY CHANGE UP TO 30% WITHOUT A MAJOR AMENDMENT TO THIS DOCUMENT.

DEVELOPMENT PHASING

THE PHASING OF ENCORE WILL PRIORITIZE THE DEVELOPMENT OF PARCELS A & B. OTHER PARCELS WILL BE DETERMINED BY MARKET CONDITIONS, INFRASTRUCTURE AND AVAILABILITY OF UTILITY SERVICE. THE PROJECT IS ANTICIPATED TO BE IN MULTIPLE PHASES. PHASING IS SUBJECT TO APPROVAL FROM THE TOWN OF JOHNSTOWN AND LOVELAND FIRE RESCUE AUTHORITY.

SITE DATA

PARCEL	APPROX. GROSS AREA (SF)	APPROX. GROSS AREA (AC)	ANTICIPATED USES	BUILDING HEIGHT
PARCEL A	548,862	12.60	RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL B	2,283,096	52.41	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL C	929,217	21.33	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL D	4,753,994	109.14	RESIDENTIAL & OPEN SPACE	35' MAX.
PARCEL E	245,445	5.63	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	65' MAX. (150' WITH SPECIAL REVIEW)
PARCEL F	1,181,851	27.13	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL G	1,670,385	38.35	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL H	593,771	13.63	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
OPEN SPACE	869,022	19.95		
WELL PARCELS	456,508	10.48		
TOTAL	13532151	310.66		

DENSITY

ANTICIPATED SINGLE FAMILY AND SINGLE FAMILY ATTACHED RESIDENTIAL DENSITIES ARE SPECIFIED WITHIN PARCEL D. THE FINAL DENSITY SHALL BE DETERMINED AT THE TIME OF PLATTING. DENSITIES WITHIN A PARCEL/PHASE MAY INCREASE, BUT NOT EXCEED 9 DU/ACRE.

PARCEL DESIGN INTENT

ALL PARCELS (EXCEPTING PARCELS A & D): NOT MORE THAN 15% OF THE TOTAL COMBINED LAND AREA OF PARCELS F, G AND H WILL BE UTILIZED FOR RESIDENTIAL USES ON PARCELS F, G, AND H ("RESIDENTIAL CAP"). FOR EXAMPLE, IF PARCELS F, G, AND H TOTAL 79.11 ACRES, NOT MORE THAN A COLLECTIVE 11.87 ACRES OF RESIDENTIAL DEVELOPMENT WILL BE PERMITTED ON PARCELS F, G, OR H. MIXED-USE DEVELOPMENTS (SUCH HOUSING ABOVE RETAIL, BY WAY OF EXAMPLE AND NOT LIMITATION) ON PARCELS F, G, AND H ARE PERMITTED AND ARE EXEMPT FROM THIS RESIDENTIAL CAP.

PARCEL D: DESIGN INTENT FOR PARCEL D IS TO ALLOW FOR RESIDENTIAL DEVELOPMENT. THIS RESIDENTIAL DEVELOPMENT COULD INCLUDE SINGLE-FAMILY DETACHED, SINGLE-FAMILY ATTACHED, CONDOMINIUMS AND APARTMENTS. OTHER RESIDENTIAL USES NOT LISTED HERE OR IN THE APPROVED DESIGN GUIDELINES SHALL BE APPROVED BY THE PLANNING DIRECTOR.

PARCELS B & C: THE DESIGN INTENT FOR THESE PARCELS IS TO INCLUDE A WIDE RANGE OF RETAIL COMMERCIAL AND LIGHT INDUSTRIAL/FLEX AS PRIMARY USES, AND SECONDARY RESIDENTIAL USES SUCH AS MULTI-FAMILY APARTMENTS.

PARCELS A, H, G & E: THE DESIGN INTENT FOR THESE PARCELS IS TO INCLUDE A WIDE RANGE OF RETAIL COMMERCIAL, LIGHT INDUSTRIAL/FLEX AND FAMILY ENTERTAINMENT AS PRIMARY USES, AND SECONDARY RESIDENTIAL USES SUCH AS MULTI-FAMILY APARTMENTS.

PARCEL E: THE DESIGN INTENT FOR THIS PARCEL IS TO INCLUDE HIGHER DENSITY HOUSING.

NOTE: NOT MORE THAN 15% OF THE TOTAL COMBINED LAND AREA OF PARCELS F, G AND H WILL BE UTILIZED FOR RESIDENTIAL USE ON PARCELS F, G, AND H ("RESIDENTIAL CAP"). THE RESIDENTIAL CAP SHALL BE CUMULATIVE, AND DEVELOPER MAY APPLY THE RESIDENTIAL CAP TO ANY OR ALL OF PARCELS F, G, AND H. FOR EXAMPLE, IF PARCELS F, G, AND H TOTAL 79.11 ACRES, CUMULATIVELY, NOT MORE THAN 11.87 ACRES OF RESIDENTIAL DEVELOPMENT WILL BE PERMITTED ON PARCELS F, G, OR H. THE 11.87 ACRES MAY BE INCLUDED IN PARCEL F, G OR H OR ANY COMBINATION THEREOF, PROVIDED HOWEVER, THAT THE RESIDENTIAL CAP WILL NOT EXCEED 15% OF THE TOTAL COMBINED LAND AREA FOR PARCELS F, G AND H. MIXED-USE DEVELOPMENTS ON PARCELS F, G AND H, INCLUDING WITHOUT LIMITATION, RESIDENTIAL USE ABOVE RETAIL, RESTAURANT OR ANY APPROVED COMMERCIAL USE ARE EXEMPT FROM THE RESIDENTIAL CAP.

OPEN SPACE, PARKS & WALKS/TRAILS

OPEN SPACE:

- 30% OPEN SPACE WILL BE REQUIRED FOR ALL SINGLE-FAMILY RESIDENTIAL DEVELOPMENT AND 15% OPEN SPACE FOR MULTI-FAMILY DEVELOPMENT. ALL OTHER USES INCLUDING COMMERCIAL, RETAIL, OFFICE, LIGHT-INDUSTRIAL, FLEX AND FAMILY ENTERTAINMENT WILL BE REQUIRED TO INCLUDE 15% OPEN SPACE.
- PUBLIC AND/OR PRIVATELY OWNED LAND WILL BE COUNTED TOWARDS OPEN SPACE REQUIREMENTS. BUFFER AREAS AROUND WELL FACILITIES WILL BE COUNTED TOWARDS OPEN SPACE REQUIREMENTS.
- DETENTION PONDS WILL BE COUNTED TOWARDS OPEN SPACE REQUIREMENTS BUT MAY NOT BE COUNTED TOWARDS PARK SPACE REQUIREMENTS.
- PARK SPACE WILL BE COUNTED TOWARDS OPEN SPACE REQUIREMENTS.
- OPEN SPACE MAY BE A LANDSCAPE AREA, RECREATION AREA, SIDEWALKS AND/OR TRAILS, PLAZAS, PLAYGROUNDS OR OTHER AREAS THAT ARE ACCESSIBLE TO THE RESIDENTS OR PUBLIC.
- OPEN SPACE IS ACCESSIBLE TO ALL PERSONS REGARDLESS OF RESIDENCE WITHIN THE ENCORE DEVELOPMENT.

PARKS:

- 10% OF RESIDENTIAL AREA WILL BE REQUIRED FOR PARKS.
- FINAL LOCATIONS FOR PARKS TO BE DETERMINED AT TIME OF SUBDIVISION PLAT FOR RESIDENTIAL PARCELS.
- PARKS MAY BE PRIVATELY OR PUBLICLY OWNED, AND DETERMINED AT FINAL PLAT.
- PARKS ARE ACCESSIBLE TO ALL PERSONS REGARDLESS OF RESIDENCE WITHIN THE ENCORE DEVELOPMENT.

PEDESTRIAN CONNECTIVITY:

- A 10' CONCRETE WALK WILL BE PROVIDED ALONG ALL ARTERIAL STREETS.
- 5' DETACHED WALKS WILL BE PROVIDED ALONG ALL COLLECTOR STREETS.
- LOCAL STREETS WILL INCLUDE DETACHED OR ATTACHED SIDEWALKS.
- ADDITIONAL WALKS AND/OR TRAILS TO BE DETERMINED AT THE TIME OF MORE DETAILED DESIGN FOR INDIVIDUAL PARCELS.
- MASTER DEVELOPMENT SHALL INCORPORATE ELEMENTS OF CONNECTIVITY FROM THE TOWN'S PARKS & TRAILS MASTER PLAN.
- TRAILS ARE ACCESSIBLE TO ALL PERSONS REGARDLESS OF RESIDENCE WITHIN THE ENCORE DEVELOPMENT.

ENCORE JOHNSTOWN

ODP

JOHNSTOWN, COLORADO

PREPARED BY:



APPLICANT

Ripley Design, Inc.
Russell Lee, PLA, LEED AP
419 Canyon Avenue, Suite 200
Fort Collins, CO 80521
970-224-5828

OWNER'S REPRESENTATIVE

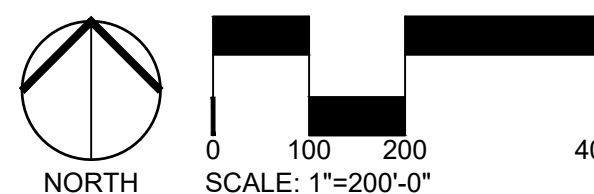
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TRAFFIC ENGINEER

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ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION	DATE
1	ODP SUBMITTAL	04/08/2021

REVISIONS

No.	DESCRIPTION	DATE
1	TOWN COMMENTS	06/23/2021
2	TOWN COMMENTS	09/01/2021
3	TOWN COMMENTS	09/13/2021
4	TOWN COUNCIL	11/04/2021

ENCORE ODP SITE PLAN

SEAL:

ENTITLEMENT
DRAWINGS
NOT FOR
CONSTRUCTION

PROJECT No.:	R21-012
DRAWN BY:	
REVIEWED BY:	

DRAWING NUMBER:

2 OF 10

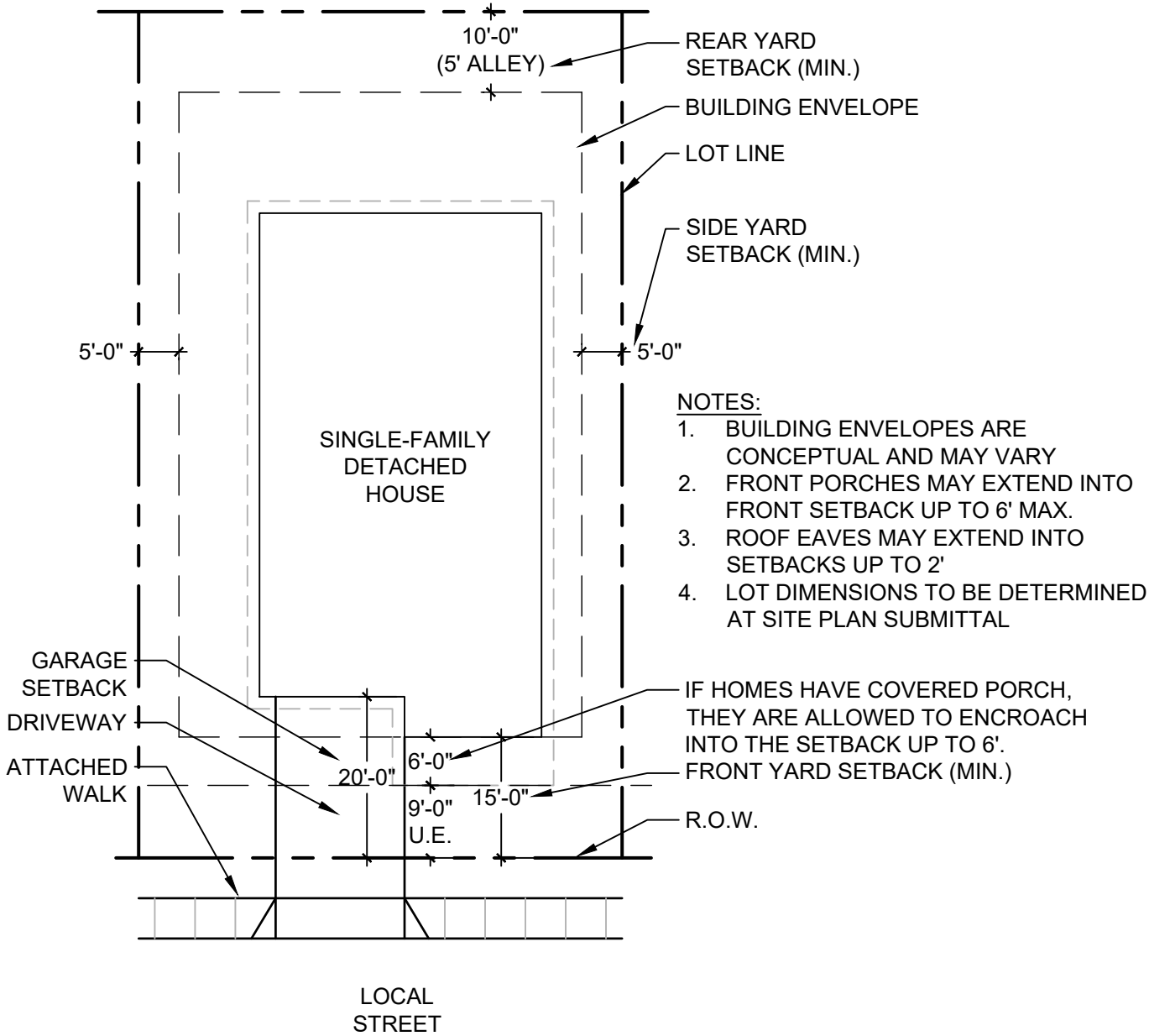
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STANDARDS

SINGLE-FAMILY DETACHED	
MINIMUM OPEN SPACE	30%
MINIMUM LOT SIZE	4000 SF
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	15'
FRONT SETBACK TO GARAGE	20'
FRONT SETBACK TO SIDE LOADED GARAGE	10'
SIDE YARD SETBACK	5'
REAR YARD SETBACK (FRONT LOADED)	10'
REAR YARD SETBACK (ALLEY LOADED)	5'
SIDE (CORNER LOT) SETBACK	10'
SINGLE-FAMILY ATTACHED	
MINIMUM OPEN SPACE	30%
MINIMUM LOT SIZE	1300 SF
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	15'
FRONT SETBACK TO GARAGE	20'
FRONT SETBACK TO SIDE LOADED GARAGE	10'
SIDE YARD SETBACK	0
REAR YARD SETBACK (FRONT LOADED)	10'
REAR YARD SETBACK (ALLEY LOADED)	5'
SIDE (CORNER LOT) SETBACK	10'
BUILDING SEPARATION	PER FIRE CODE
MULTI-FAMILY	
MINIMUM OPEN SPACE	15% TO 25% (1)
MINIMUM LOT SIZE	NA
MAXIMUM HEIGHT	65'-85' (150' S.R.)
SETBACK TO BUILDING	15'
SETBACK TO GARAGE	10'
BUILDING SEPARATION	PER FIRE CODE
BUFFER LANDCSAPE TO COLLECTOR & LOCAL	10'
BUFFER LANDCSAPE TO ARTERIAL & MAJOR COLLECTOR	25'
LIGHT-INDUSTRIAL, FLEX & OUTDOOR ENTERTAINMENT	
MINIMUM OPEN SPACE	15%
MAXIMUM HEIGHT	(2)
SETBACK TO BUILDING	20'
SETBACK	20'
BUILDING SEPARATION	PER FIRE CODE
LANDSCAPE BUFFER	20'
RETAIL & OFFICE	
MINIMUM OPEN SPACE	15%
MAXIMUM HEIGHT	(2)
OFFSET	5'
SETBACK	5' (3)
BUILDING SEPARATION	PER FIRE CODE
LANDSCAPE BUFFER	15'

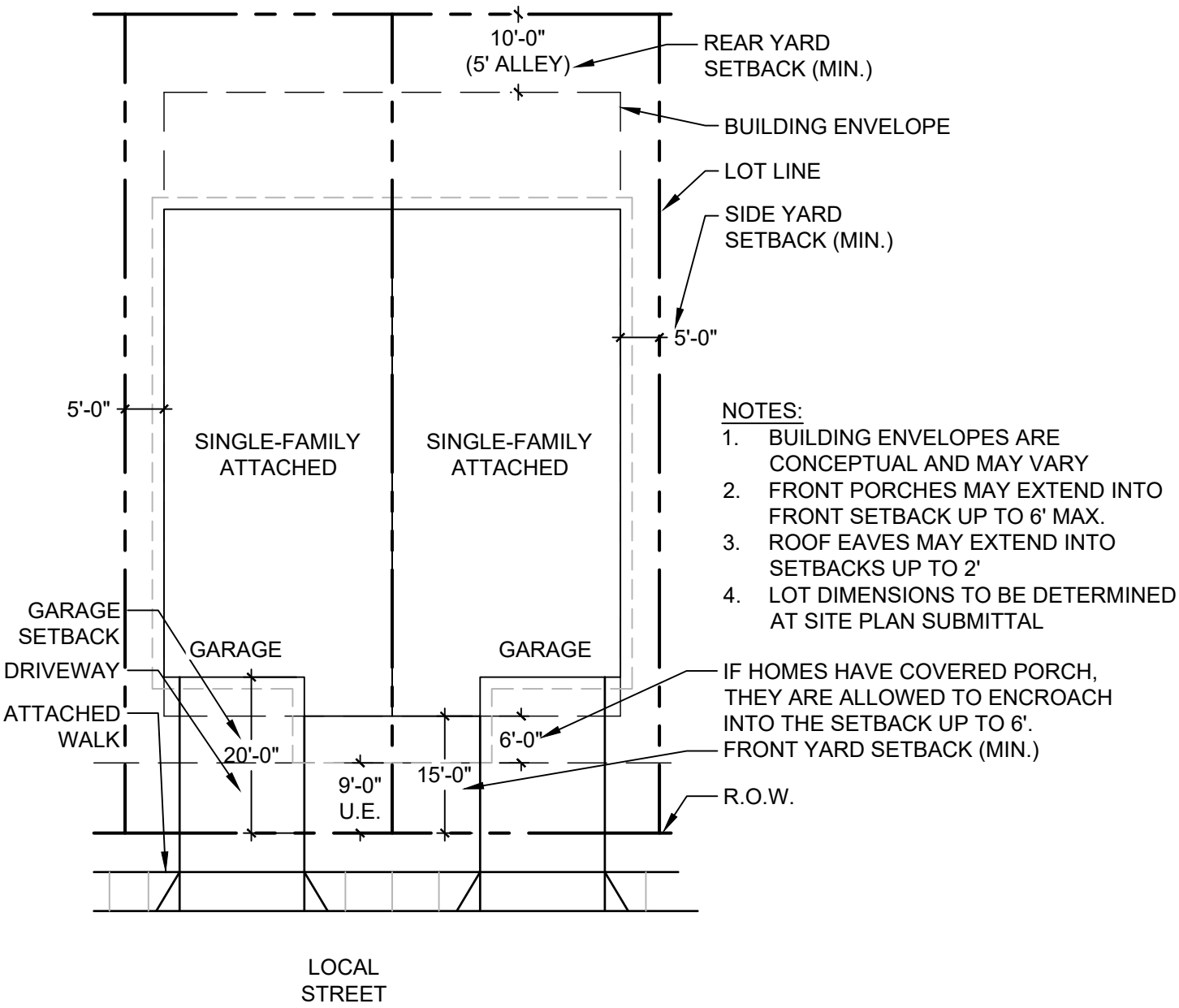
- (1) 15% SOUTH OF CANAL & 25% NORTH OF CANAL
(2) SEE SITE DATA TABLE ON SHEET 2 FOR HEIGHT
(3) 30' FROM SINGLE-FAMILY

- NOTES:
1. ZERO LOT LINE CONFIGURATIONS MAY BE UTILIZED WHEN MAINTENANCE EASEMENT AND SIDE YARD EASEMENTS ARE EXECUTED.
2. FOR ANY STANDARDS NOT ADDRESSED ON THIS ODP, TOWN CODES, GUIDELINES AND STANDARDS SHALL APPLY.
3. NO MINIMUM DENSITY REQUIRED FOR RESIDENTIAL PARCELS.
4. ALL SETBACKS AND BUFFERS ARE FROM PROPERTY LINES.
5. REFERENCE DESIGN GUIDELINES FOR STREET SECTIONS.



SINGLE-FAMILY DETACHED STANDARDS

SCALE: 1"=20'-0"



SINGLE-FAMILY ATTACHED STANDARDS

SCALE: 1"=20'-0"

ENCORE JOHNSTOWN

ODP

JOHNSTOWN, COLORADO

PREPARED BY:



APPLICANT

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OWNER'S REPRESENTATIVE

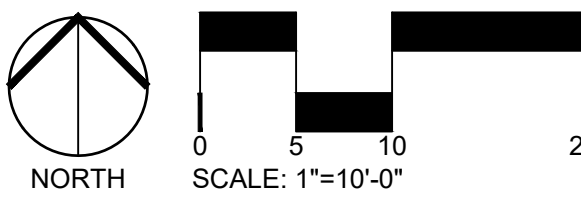
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ORIGINAL SIZE 24X36

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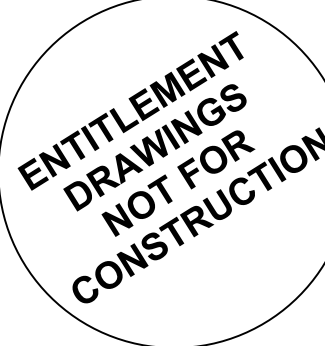
No.	DESCRIPTION	DATE
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-	-	-
-	-	-

ENCORE ODP SITE PLAN

SEAL:



PROJECT No.:	R21-012
DRAWN BY:	-
REVIEWED BY:	-

DRAWING NUMBER:



DESIGN GUIDELINES

March 18, 2021

DEVELOPER:

Caliber, CO
Roy Bade, Chief Development Officer
480-398-4594

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1.0 Introduction

1.1 PURPOSE AND INTENT OF THE GUIDELINES

Encore is a master-planned community located along Highway 34 approximately 1.5 miles east of Interstate 25. In the growing Northern Colorado area, it is important to provide design guidelines that maintain the unique character and principles of the development and reflect the importance of the larger regional context. The purpose of the overall development guidelines is to provide a manual to ensure that the character of Encore is maintained throughout the development and provide instruction on acceptable site planning, circulation, streetscapes, parking, open space, landscaping, signage, site furnishings and lighting.

The design guidelines should be utilized by residents, developers, designers, architects, engineers, and planners to find design, construction, and maintenance information for the community. Section 1 contains the vision, site opportunities and constraints, proposed land use plan and information regarding submittal information for design review by the Encore Design Review Committee (DRC) and the Town of Johnstown (JRC). Community-wide design elements that convey the character of Encore are located in Section 2. The General Design Guidelines (Section 3) apply to all development and specific types of development requirements are located in Section 4. Civic uses should follow the guidelines for the areas in which they are located and will be reviewed on a case by case basis. Definitions can be found in the last section.

The Design Guideline sections are as follows:

- Introduction
- Community-Wide Design Elements
- General Design Guidelines for Development
- Guidelines Specific to Land Use Type
- Definitions

The Preliminary and Final Development Plans, preliminary and final plats and other development entitlement documents for Encore have been approved or require approval by the Town of Johnstown. These documents should be reviewed specifically for each development.

In addition, all developments within Encore are subject to the performance standards and guidelines that are contained in this document. In cases where this document or the approved development entitlement document for a given property is silent, the Town of Johnstown standards and regulations, in place at the time of project submittal, shall apply. Interpretation of conflicts within the zoning documents and the land use code shall be resolved by the Johnstown Board of appeals. The Land Use map included in this document is a summary of the types of land uses that are envisioned and corresponds to the specific design guideline sections in this document. All guidelines and standards are subject to the reasonable discretion of the DRC and JRC, which shall make a final determination in good faith.

The provisions of these Guidelines shall supersede any conflicting provision of the Johnstown Municipal Code and may only be modified to protect the health, safety, and welfare of the general public by the Town Board following at least thirty (30) days written notice to the record owner of any real property effected by the modification.

1.2 THE VISION

The vision for Encore is that of a high quality regional commerce center and mixed-use community that responds to the needs of the area and market forces, integrates with the natural environment, and provides vibrant places for people to shop, work, live and socialize. Encore will perform as a live, work, commerce concept that allows land uses such as residential, office, retail and schools to relate to one another in an attempt to promote a mixed-use community. The character of the development is conveyed in the streetscape and signage allowing uses to express their individual themes without taking away from the overall development character. Key intersections will allow for landmarks that add to the development's character and provide interest on both the vehicular and pedestrian level. In order to create a vibrant environment, Encore will be a pedestrian friendly development through the design of a connected pedestrian circulation system, streetscapes with an enhanced pedestrian environment and treatments at intersections that allow for safe pedestrian crossings.

1.3 SITE DESCRIPTION

The Encore site is ideally located near the intersection of I-25 and US 34 on land that has historically been used for farming. The site is bordered on the south by Highway 34, both a natural amenity and open space asset. Other open space areas occur adjacent to a the existing irrigation canal. The site is relatively flat, as typically is the case for farmland, and features prominent views from the highway into the site and from the site out to mountains. Major vehicular access points are located along Highway 34 ,High Plains Boulevard and Colorado Boulevard. Proposed access points are illustrated in the proposed land use plan. Existing utility easements and rights-of-way are discussed in Section 3.2.

1.4 PROPOSED LAND USE

The proposed land use plan illustrates areas for development by breaking them down into categories. Categories may include more than one use; however, each use shall follow the general design guidelines as established in the following two sections, as well as the guidelines for specific uses established in Section 4. The following text describes allowable uses as shown on the Proposed Land Use Plan.

Land Use	Min. Open Space	Building Setback	Side Setback
Single-Family Residential	30%	15' front & 10' rear	5'
Multi-Family Residential	15% South of Canal & 25% North of Canal	See note 1 below	See note 1 below
Retail & Office	15%	See note 2 below	See note 2 below
Light Industrial, Flex & Outdoor Entertainment	15%	20'	20'

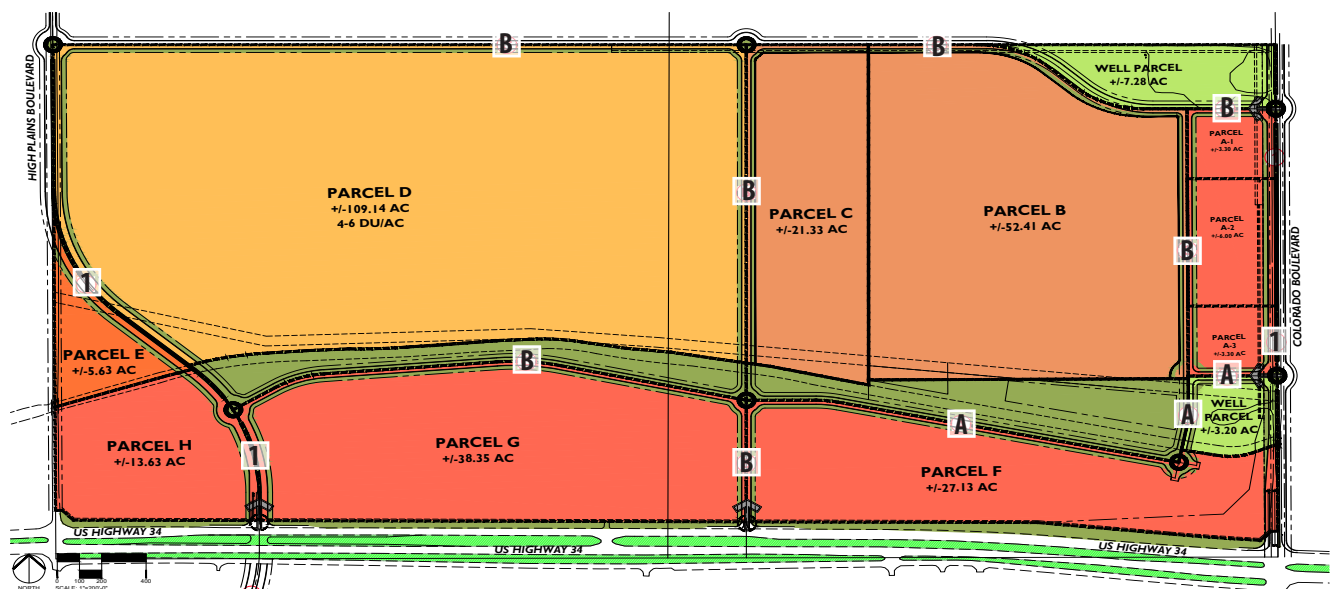
1. MultiFamily setbacks- -25' side and rear setback from property line and 5' front setback in parcel's C, B and A. In Parcel's E,F,G and H- front setback shall be 5' min. side and rear setback shall be 5' min for stand alone multifamily buildings. -For mixed use residential buildings the front set back shall be 5' min and 0' for side and rear setbacks when a part of a mixed use building or in line commercial

2. Retail and Office setbacks- For stand alone buildings front setback shall be 5' min. side and rear setback shall be 5' min. -For in-line or condo buildings the front set back shall be 5' min and 0' for side and rear setbacks..

1.5 LAND USES

The land uses recorded on the following pages show the general intent within each land use category. The lists contain specific examples for guidance purposes, but not by way of limitation.

PARCEL A	548,862	12.60	RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX (150' WITH SPECIAL REVIEW)
PARCEL B	2,283,096	52.41	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX & OPEN SPACE	85' MAX (150' WITH SPECIAL REVIEW)
PARCEL C	929,217	21.33	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX & OPEN SPACE	85' MAX (150' WITH SPECIAL REVIEW)
PARCEL D	4,753,994	109.14	RESIDENTIAL & OPEN SPACE	35' MAX.
PARCEL E	245,445	5.63	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX (150' WITH SPECIAL REVIEW)
PARCEL F	1,181,851	27.13	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX (150' WITH SPECIAL REVIEW)
PARCEL G	1,670,385	38.35	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX (150' WITH SPECIAL REVIEW)
PARCEL H	593,771	13.63	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX (150' WITH SPECIAL REVIEW)
OPEN SPACE	869,022	19.95		
WELL PARCELS	456,508	10.48		
TOTAL	13532151	310.66		



1.5.1 RESIDENTIAL PRINCIPAL USES

- A. Single-family detached dwellings
- B. Single-family attached dwellings

1.5.2 RESIDENTIAL SECONDARY USES

- A. Fee simple townhomes
- B. Condominiums

1.5.3 PUBLIC PARKS AND RECREATION AREAS

- A. Public recreation

1.5.4 RESIDENTIAL PERMITTED ACCESSORY USES

- A. Private garages and paved parking areas
- B. Private residential and private group outdoor recreational facilities, including by way of example, but not of limitation, swimming pools and tennis courts
- C. Home occupations, subject to the limitations listed in the Town of Johnstown Zoning Code, and limited in that uses shall be conducted entirely within the dwelling, no advertising is displayed on the premises and no exterior storage is created
- D. Service buildings and facilities normally incidental to the use of a park or recreation area
- E. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right

1.5.5 MULTI-FAMILY RESIDENTIAL USES

- A. Multi-family dwellings including by way of example apartments, condominiums, lofts, flats, rowhomes, and townhomes.
- B. Private recreation
- C. Private clubhouse, club, and lodge
- D. Mixed-Use buildings containing both commercial and residential uses.

1.5.6 MULTI-FAMILY RESIDENTIAL PERMITTED ACCESSORY USES

- A. Leasing or sales offices and facilities.
- B. Maintenance shop and facilities.
- C. Private garages, parking structures, and paved parking areas.
- D. Storage facilities for on-site residents.
- E. Private residential and private group outdoor recreational facilities, including by way of example, but not of limitation, swimming pools, basketball courts, playgrounds, and tennis courts
- F. Home occupations, subject to the limitations listed in the Town of Johnstown Zoning Code, and limited in that uses shall be conducted entirely within the dwelling, no advertising is displayed on the premises and no exterior storage is created
- G. Service buildings and facilities normally incidental to the use of a public park or recreation area
- H. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right

1.5.7 RETAIL PRINCIPAL USES

- A. Retail stores including, but not limited to, food stores, delicatessen, bakery goods store, liquor store, hardware store, drugstore, regional department stores, general merchandise, grocery, clothing, membership and wholesale clubs, showroom warehouse, sporting goods, specialty shops etc.
- B. Customer service establishments including, but not limited to, barber and beauty shops, restaurants and/or bar, drive-thru and drive-in restaurants, shoe repair shop, coin-operated laundromat and dry-cleaning establishment, fine art studio, etc.
- C. Banks and financial institutions
- D. Medical and dental clinics and other health care
- E. Commercial lodging
- F. Travel Centers
- G. Theater, performance and music venues, both indoor and outdoor.
- H. Rental and servicing establishments. Minor repair of consumer products like musical instruments, tools, appliances, cell phones, computers etc.
- I. Passenger transportation terminals
- J. Convenience/gasoline service stations and travel centers
- K. Motor vehicle sales, parts and service
- L. Retail sales of furniture, fixtures, equipment, home supplies and hardware
- M. Health clubs, exercise establishments, and recreation facilities
- N. Mixed-Use buildings containing: (i) a combination of commercial uses or (ii) a combination of commercial and residential uses, provided that residential uses shall not exceed 50% of the Gross 1st Floor Building Area, excluding any internal or structured parking facilities.
- O. Indoor and/or outdoor and family entertainment and/or recreation facilities

1.5.8 RETAIL PERMITTED ACCESSORY USES

- A. Garages for storage of vehicles used in conjunction with the operation of business
- B. Brewing and/or distillation of alcoholic beverages in conjunction with the operation of a restaurant, bar or tap room
- C. Off-street parking and loading areas
- D. Commercial parking facilities

1.5.9 OFFICE PRINCIPAL USES

- A. Business and professional offices
- B. Banks and financial institutions
- C. Call centers
- D. Hospitals, surgery centers, skilled nursing centers, medical and dental clinics and other health care
- E. Public administrative offices and service buildings
- F. Public utility offices and installations
- G. Public library
- H. Private club or lodge

- I. Research and development, laboratories
- J. Commercial lodging
- K. Passenger transportation terminals
- L. Vocational and trade schools, colleges and universities, distance learning, early childhood and daycare.
- M. Elementary, Middle, Junior and Senior High Schools. Outdoor storage will be allowed for storage of components necessary for school use
- N. Laboratory and research facilities

1.5.10 OFFICE PERMITTED ACCESSORY USES

- A. Garages for storage of vehicles used in conjunction with the operation of business
- B. Off-street parking and loading areas
- C. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right
- D. Commercial parking facilities

1.5.11 LIGHT INDUSTRIAL PRINCIPAL USES

- A. Manufacturing, assembly, processing and fabrication plants
- B. Transportation terminals, including trucking
- C. General warehousing
- D. Brewing and distillation of alcohol
- E. Distribution centers
- F. Data centers
- G. Experimental, testing and research laboratories
- H. Printing and publishing houses and related activities
- I. Automobile repair shops, motor vehicle storage, repair and/or service
- J. General contractors and special trades contractor specializing in one or more trades of which the following are examples: plumbing and heating, painting and decorating, electrical work, glazing, insulation, carpentry and masonry
- K. Public utility offices and installations
- L. Self, mini and other similar enclosed storage facilities

1.5.12 LIGHT INDUSTRIAL ACCESSORY USES

- A. Office, enclosed storage, power supply, warehouse distribution and other such uses normally auxiliary to the principal industrial use. Outdoor storage will be allowed for storage for necessary components of production. Outdoor storage shall be screened according to section 3.22.8.
- B. Parking and service areas
- C. Residential quarters for guards or caretakers
- D. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right
- E. Outside storage with screening as specified in section 3.1.6

1.5.13 FLEX PRINCIPAL USES

- A. Experimental, testing and research laboratories
- B. Printing and publishing houses and related activities
- C. Special trades contractor
- D. Special trades contractor specializing in one or more trades of which the following are examples: plumbing and heating, painting and decorating, electrical work, glazing, insulation, carpentry and masonry
- E. Public utility offices and installations
- F. General administrative offices
- G. Business and professional offices
- H. Public administrative offices and service buildings
- I. Public utility offices and installations
- J. Call centers
- K. Passenger transportation terminals
- L. Data Centers
- M. Mini-storage facilities
- N. Enclosed Climate Controlled Storage Facilities
- O. Brewing and distillation of alcohol

1.5.14 FLEX ACCESSORY USES

- A. Office, enclosed storage, power supply and other such uses normally auxiliary to the principal industrial use. Outdoor storage will be allowed for storage for necessary components of production
- B. General warehousing
- C. Distribution centers
- D. Parking and service areas
- E. Residential quarters for guards or caretakers
- F. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right

1.5.15 OUTDOOR AND INDOOR FAMILY ENTERTAINMENT

- A. Restaurant
- B. Offices
- C. Educational classrooms
- D. Facilities for games of skill, athletic competition, and/or recreation (for example driving ranges, bowling alleys, ice rinks, swimming), electronic entertainment

1.5.16 OPEN SPACE PRINCIPAL USES

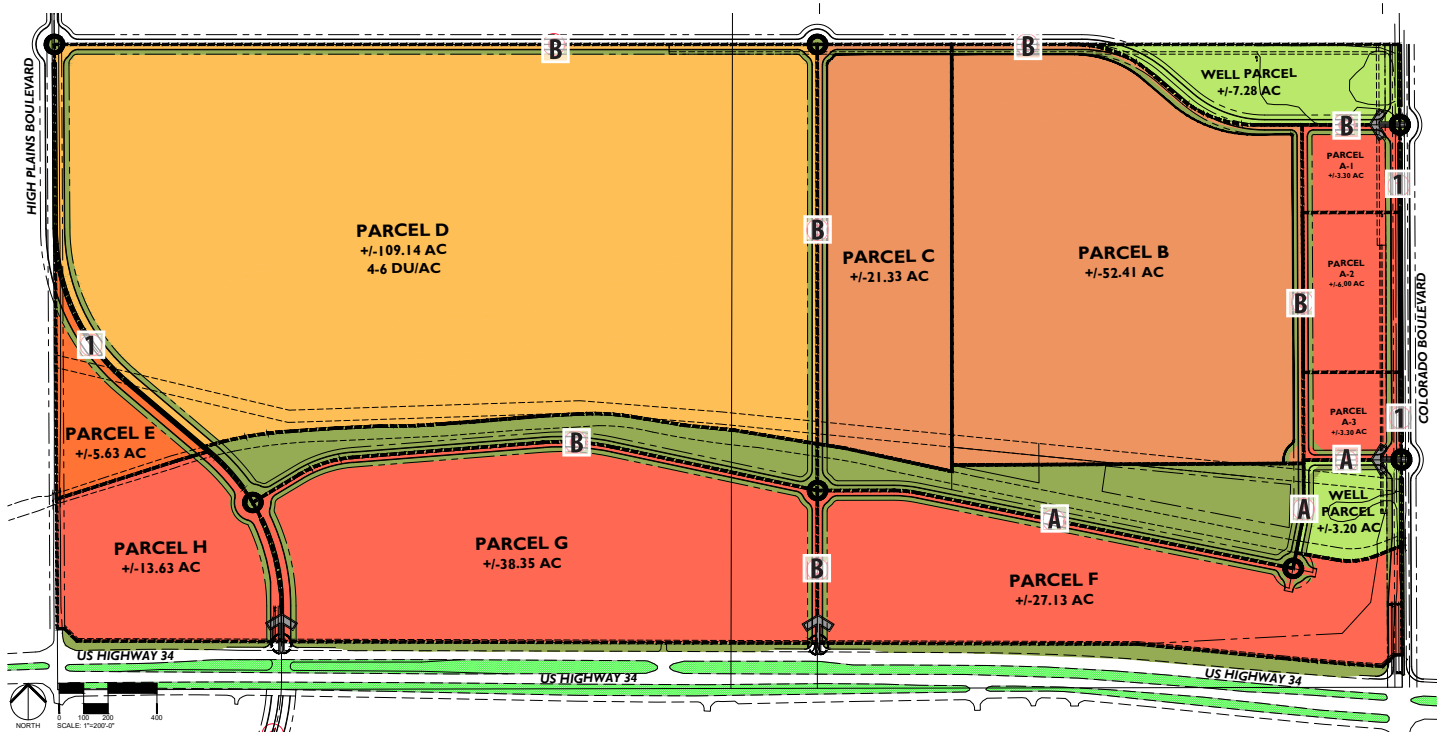
- A. Public or private parks and recreation areas
- B. Public, private, commercial and private group outdoor recreational facilities
- C. Buffers
- D. Trails
- E. Native areas
- F. Wildlife habitat

1.5.17 OPEN SPACE ACCESSORY USES

- A. Service buildings and facilities normally incidental to the use of a public park and recreation area
- B. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right

2.0 Land Use Plan

SITE DATA				
PARCEL	APPROX. GROSS AREA (SF)	APPROX. GROSS AREA (AC)	ANTICIPATED USES	BUILDING HEIGHT
PARCEL A	548,862	12.60	RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL B	2,283,096	52.41	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
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OPEN SPACE	869,022	19.95		
WELL PARCELS	456,508	10.48		
TOTAL	13532151	310.66		



2.6 Design Review Committee & Procedures for Submittals & Approvals for Development Projects

Johnstown and the Property Owners agree to develop and agree to performance standards for the purpose of addressing design considerations including architectural, site planning, landscaping, streetscape and sign elements for land uses within Encore. Encore Design Guidelines are the performance standards and serve as the design standards for the Encore Master Association.

The following outlines the successive processes for submittals and approvals for development projects. Projects must first be submitted to the Encore Design Review Committee (DRC) before submitting to the Johnstown Review Committee (JRC). After approval is gained by both the DRC and the JRC, the project may be submitted for building permit application.

2.7 ENCORE DESIGN REVIEW COMMITTEE (DRC)

The purpose of the DRC is to ensure proposed developments meet the standards as established in the Design Guidelines in order to maintain a consistency of planning and design for the entire project. The Encore Design Guidelines legally apply to all land that is part of Encore, regardless of ownership, and are in addition to the zoning and land use regulations of local government. The Design Guidelines and supporting documents are administered and enforced by the DRC, which shall consist of the following five members: one Civil Engineer with a minimum of ten years of experience in land planning or development, one Landscape Architect/Architect/Planner with a minimum of ten years of experience in land planning or development, two Encore development property owners and one representative from a commercial real estate brokerage or development company with a minimum of ten years of experience.

2.7.1 DRC APPROVAL PROCESS

Any proposal to construct, modify or demolish improvements within Encore must have plan approval from the DRC prior to commencement, and following

DRC approval must also receive administrative approval, in accordance with these design guidelines, from the Town of Johnstown Planning & Development Director. The DRC's review and approval process also applies to signage, changes in property use, and maintenance activities that take place on, or with respect, to property that is part of Encore. After the DRC approves a plan submittal, an applicant may proceed with a project, but only in strict compliance with the terms and conditions of approval. The DRC may perform periodic site inspections, both during development and on an ongoing basis thereafter to ensure compliance.

The DRC meets as needed with submittals, and projects are placed on a formal meeting agenda only after applications have been submitted at least two weeks prior to a meeting. Formal presentations to the DRC are mandatory for most development projects, however, most details are reviewed through informal meetings with the DRC representatives. This process is designed to expedite the preparation and approval of the plans for any specific site where development is contemplated. There are three phases in the development approval process.

DRC process includes:

- Pre-design Conference
- Design Development (includes plans and elevations)
- Final submittal

Approval is contingent upon the submittal of materials and payment of any designated fees or expenses, and favorable review. A "Notice of Committee Action" letter from the DRC will be sent to each applicant within a maximum of thirty (30) days after the date of the submittal. This notice will state whether approval or disapproval has been granted and outline any conditions associated with the ruling.

Review fees may be required for all DRC submittals and shall be paid for the phase scheduled for review on or before said review. If the DRC requires that the applicant attend additional meetings with a DRC member or consultants due to incomplete, inadequate or improper submittals, then the applicant shall be responsible for paying the full costs of such services. No written confirmation of a DRC action will be issued until all appropriate fees have been paid. A current schedule of fees is contained in the submittal procedures packet.

2.8 JOHNSTOWN REVIEW COMMITTEE (JRC)

The Town's Review Committee will be composed of members prescribed by Johnstown Municipal Code, or currently established process. The Design Review Committee may seek the assistance of any other Town employee or consultant whose expertise is necessary to review the application. All Town subdivision and re-subdivision requirements, building codes, permits and fees, as adopted by the Town, do apply.

2.8.1 JRC APPROVAL PROCESS

All individual development projects in Encore shall be reviewed and approved by the Town pursuant to this approval process. This approval process shall supersede and replace all other Town approval processes for land use developments set forth in the Town of Johnstown's Zoning Code, Comprehensive Plan and any other applicable Municipal Ordinance provisions.

2.8.2 PRE-APPLICATION

The applicant shall schedule a pre-application conference with the Town Planner prior to submittal of any project proposal. The intent of this initial meeting shall be as follows:

- A. To informally discuss the overall context and development objectives for the proposed project.
- B. To review how the project has interpreted the guidelines and criteria for development of the project as set forth in the Design Guidelines.
- C. To review a sketch plan and architectural design concepts prepared by the applicant which illustrates overall site development and major site development components. The sketch plan is intended to be a very preliminary sketch of the development concept and not a formal site plan.

2.8.3 FINAL DEVELOPMENT PLAN SUBMITTAL AND PROCESS

All development projects shall be submitted in compliance with current Town standards and codes. Accompanying the application shall be all required fees as well as a certification from the Encore DRC stating that the development as proposed in the application meets all the applicable standards and guidelines of the Encore Design Guidelines. The application shall be reviewed for completeness within seven (7) working days of filing. If the Town determines that the application is complete, the application shall then be reviewed by the JRC. If the Town determines that the application is incomplete, the Town shall specify in writing the specific ways in which the application is insufficient or incomplete. The JRC shall review the application for conformance with all of the applicable terms and conditions of the Encore Design Guidelines. Said review shall be completed within 90 days for site plans (subdivisions will be subject to public hearing and not part of the 90 day time frame). Review periods for site plans shall be 21 days. Said 90-day period may be extended in writing by the applicant.

Review of the application by the JRC is administrative in nature for the purpose of determining that the proposed development as set forth in the application complies with the terms and conditions of the Encore Design Guidelines. The JRC has the right to grant variances to the Encore Design Guidelines based upon the applicant's ability to demonstrate innovative approaches to design solutions, or future market conditions which the Committee feels is advantageous to, and in conformity with, the intent of the Encore Guidelines. In no event shall the JRC grant a variance to the permitted uses in a development parcel.

2.9 JRC APPROVAL

The JRC shall approve the application if it complies with the applicable terms and conditions of the Encore Design Guidelines. The JRC may approve the application with conditions. Said conditions shall be specifically related to compliance with standards and guidelines in the Encore Design Guidelines and any and all applicable codes, standards, and regulations. If not addressed within the Encore Design Guidelines the latest Town of Johnstown standards, codes and regulations shall apply. In the event the JRC determines that the proposed development in the application does not comply with the Design Guidelines, the JRC shall specify in writing the specific reasons in which the application does not meet the applicable criteria.

2.10 JRC APPEALS

The decision of the JRC may be appealed by the applicant to the Johnstown Town Council. The appeal shall be in writing and shall be made within forty-five (45) days of the date of the transmittal of the JRC's decision. The Johnstown Town Council shall hear the appeal within forty five (45) days of the filing of the appeal by the applicant. The decision of the Johnstown Town Council on the appeal shall be final.

2.11 ADDITIONAL CRITERIA & UPDATES

In addition to the criteria herein, the DRC and JRC may promulgate additional criteria that are not inconsistent with the criteria set forth herein. From time to time, any of these additional criteria may be amended by action of the DRC and JRC. Changes in land use or changes greater than the 20 percent dimensional criteria, that shall become a permanent part of the design guideline document, shall constitute a major change and shall be brought back to the Planning Commission and Town Council for review and approval.

2.12 VARIANCES

The DRC may authorize variance from these criteria when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental objectives or considerations may warrant, insofar as they are not superseded by applicable Town of Johnstown zoning regulations. Such variances must be approved by the DRC and JRC. A variation of up to 20 percent in dimensional standard is allowed if it improves the project design or an unreasonable hardship can be demonstrated.

2.13 FINAL PLAN AMENDMENTS

Amendments to final plans must be approved by the DRC and JRC.

2.14 RELATIONSHIP TO OTHER DOCUMENTS

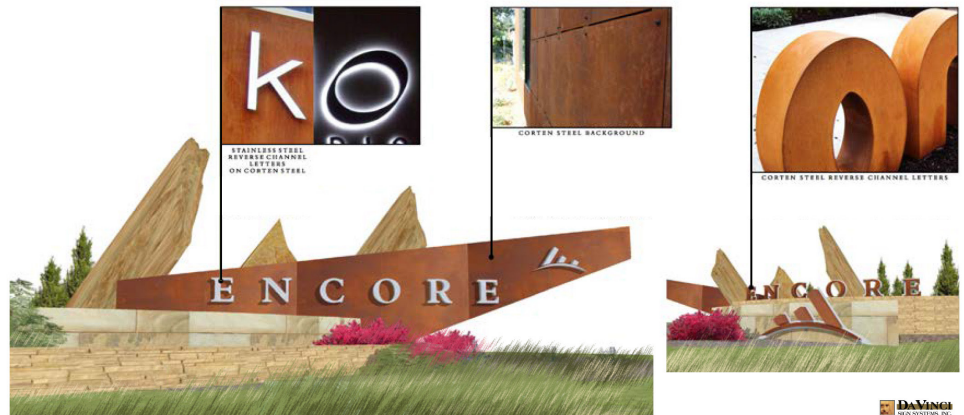
The Design Guidelines establish the guiding principles for review and processing of each development. There are other documents that were used as reference for the Design Guidelines or may be referred to for information not found within the Design Guidelines. The version currently in place at the time the project is submitted.

- A. Town of Johnstown Municipal Code
- B. Town of Johnstown Comprehensive Plan- April 1, 2001
- C. Johnstown/Milliken Parks, Trails, Recreation and Open Space Plan-May 2003
- D. Town of Johnstown Landscape Standards and Specifications
- E. Johnstown Criteria and Construction Regulations-April 2004
- F. Johnstown Transportation Plan
- G. Governing Documents of the Encore Master Association

2.15 OVERALL DESIGN ELEMENTS

2.15.4 IMAGE FRAMEWORK PLAN

The image framework plan illustrates the locations of the community identification elements within Encore. Two primary entrance signs are located along US 34 to create a gateway and emphasize entrances for people going east from I-25 and people driving west along US 34. The secondary entrances will benefit more local traffic and address the minor roadway entrances to the development. Landmark and high-image intersections also help develop the character of the area. These intersections may contain showy landscaping, decorative walls, art and overall exhibit an increased decorative character than other minor intersections. By creating a hierarchy of intersections, people will be able to use the decorative elements as a way-finding device.



2.15.5 ENCORE SIGNAGE SYSTEM

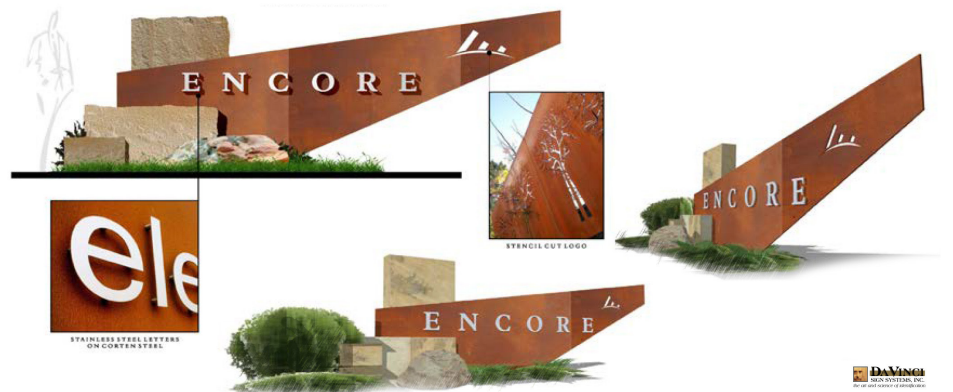
All community identity signs for Encore will be located in signage and landscape easements and outside of the public ROW. See Image Framework Plan for the location of signage.

2.15.6 PRIMARY ENTRY SIGN

Primary entry signs are located at the intersections of High Plains Blvd & US 34 and Colorado Blvd & US 34.

2.15.7 SECONDARY ENTRY SIGN

Secondary entry signs will be located at High Plains Blvd & east/west road.



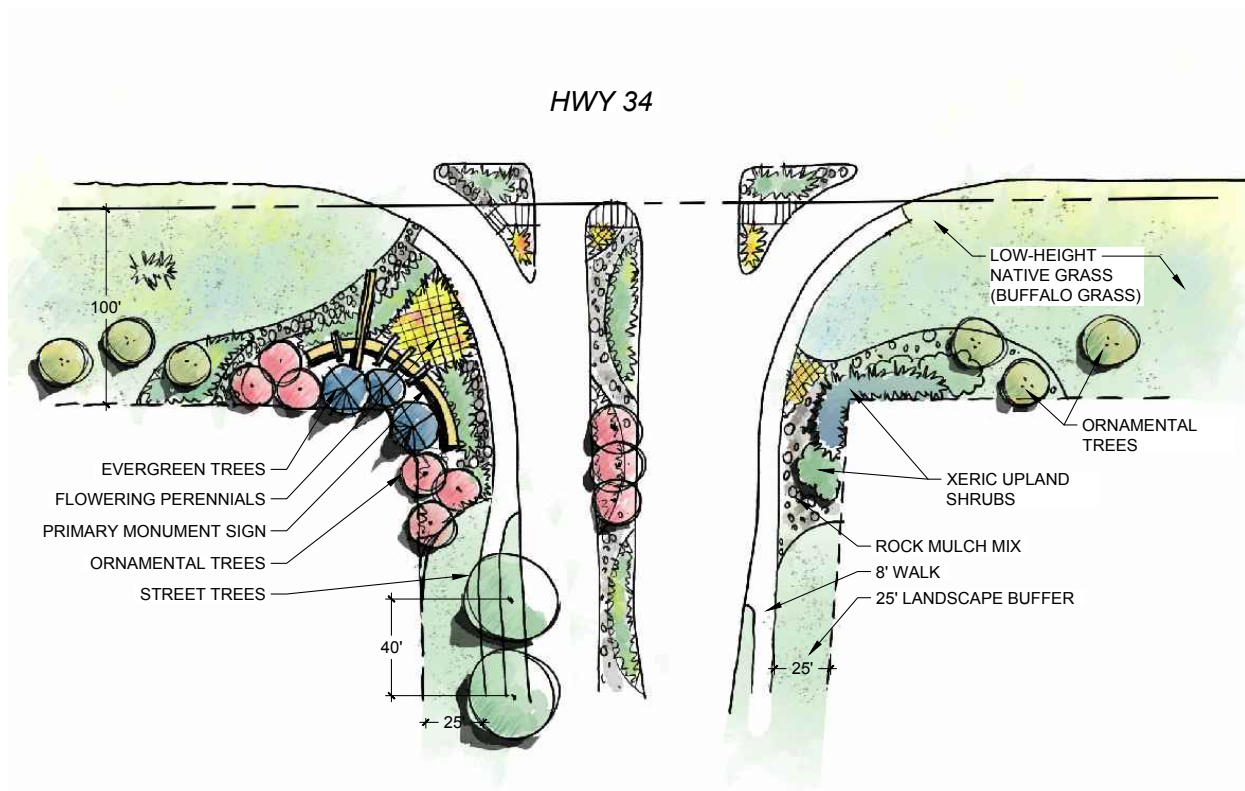
2.16 STREETSCAPE DESIGN

2.16.1 ENTRIES

Encore entries will contain both signage and landscaping that tie into the overall development streetscape design. The framework plan illustrates the major and minor entries into the site. Because the design of US 34 will be changing in the future, the alignment of entry signs along this highway will be set back from the existing alignment.

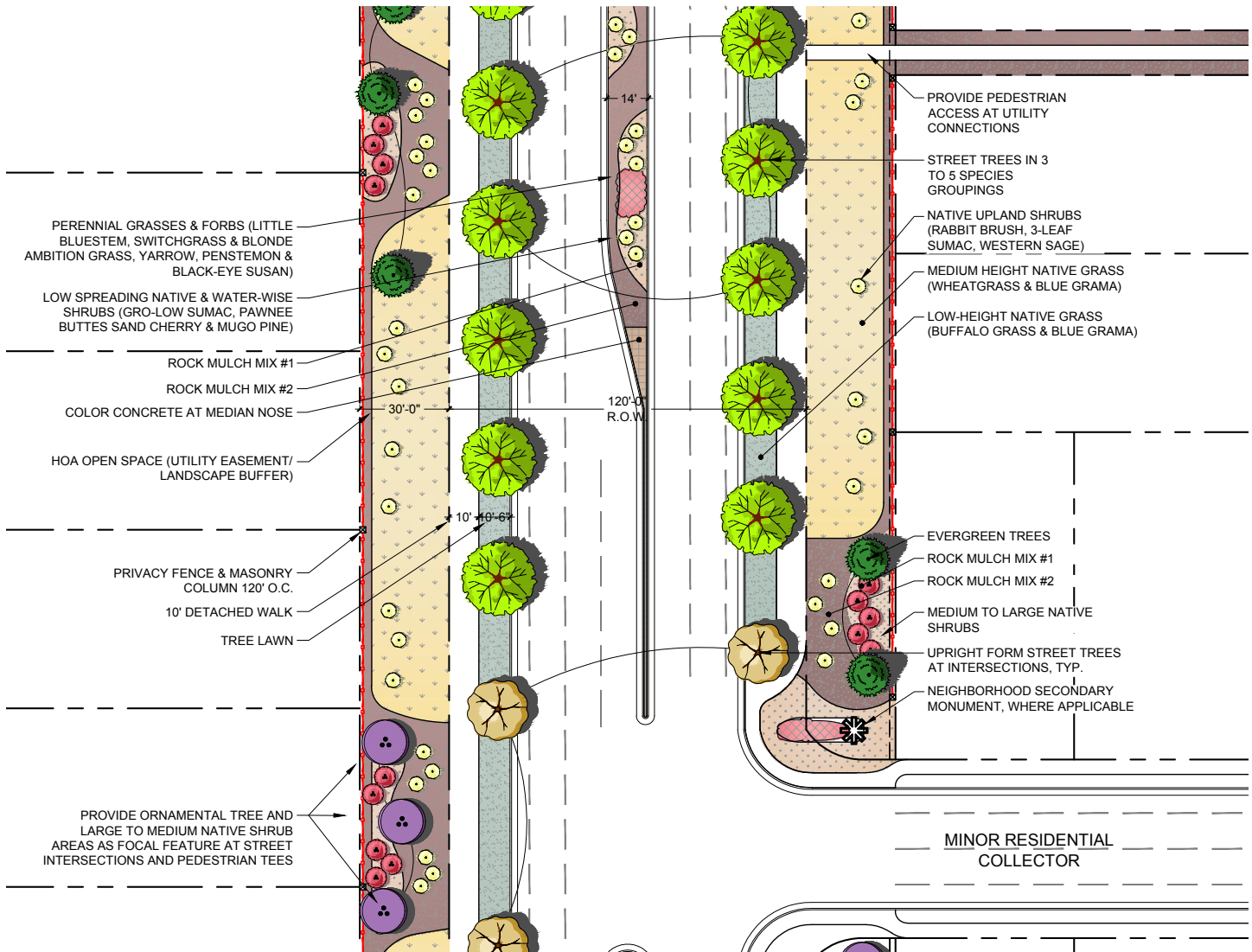
2.16.2 US 34

In order to create an appropriate landscape corridor along US 34 that can be perceived at highway speeds, large masses of trees and shrubs are required. The right-of-way will be primarily drought-tolerant landscaping. This treatment will transition to bands of shrub/perennial beds and tree groupings that meander from just inside the ROW to the private property and back. The goal is to avoid a straight-line treatment at the edge of the ROW.

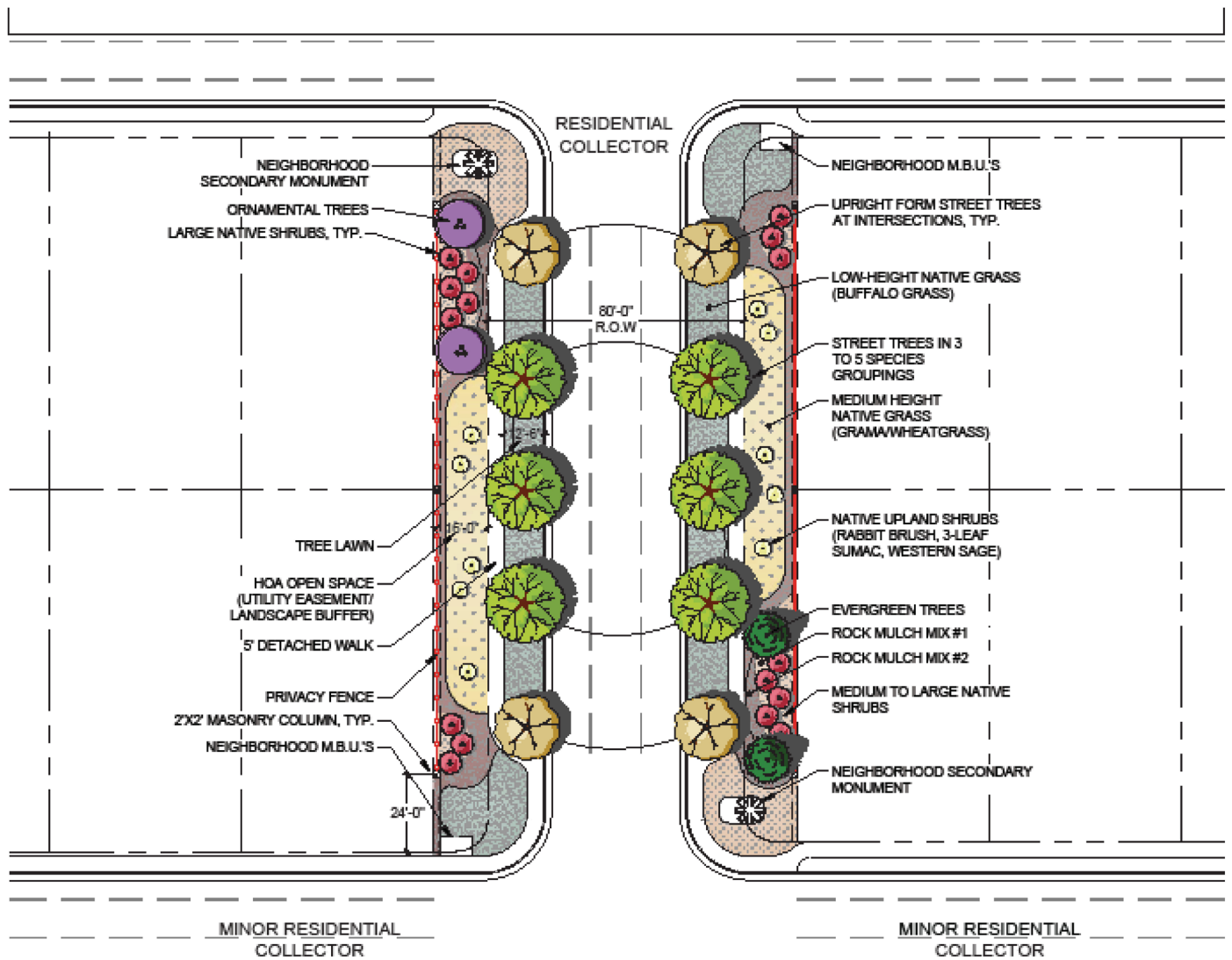


2.16.3 ARTERIALS AND COLLECTORS

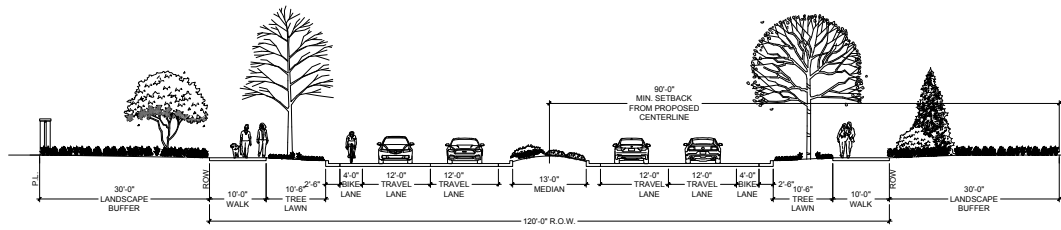
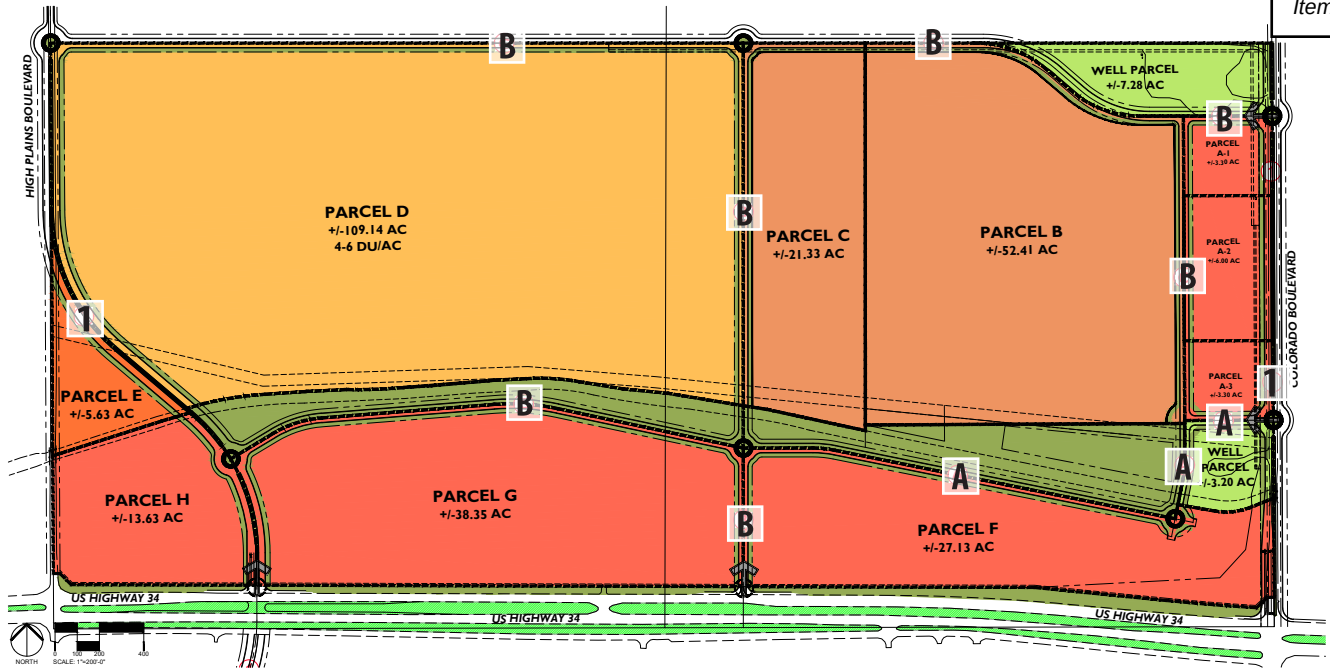
Due to the size of the development, planting of arterial and collector streets will be treated in a similar fashion in order to create a unified and significant streetscape image. The streetscape design emphasizes xeriscape principles and a unique look that sets Encore apart. A varying mix of deciduous trees will be planted in alternating rows in order to create a pleasant pedestrian experience. Both drought-tolerant turf and stone will be used for the ground-cover in order to minimize water usage, reduce maintenance, and provide contrasting textures and colors. Shrubs will be planted in masses within areas to emphasize the streetscape forms, screen cars and provide landscape interest. Occasional boulders located along the streetscape will add visual interest as well as tie sign materials into the streetscape. Medians will be planted in a similar fashion or will be constructed of colored & stamped concrete.



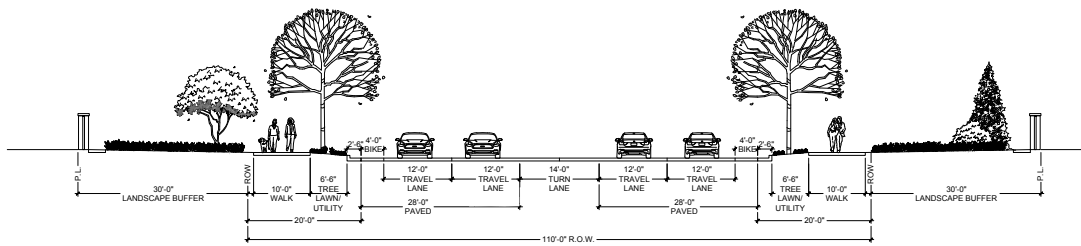
ARTERIAL STREET PLAN



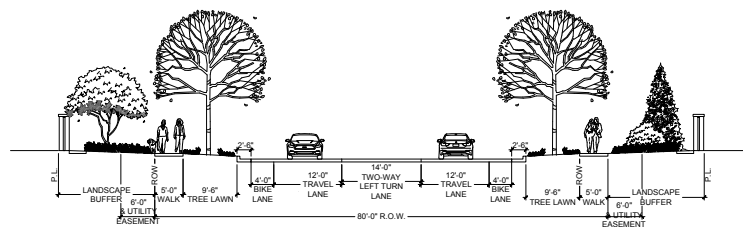
COLLECTOR STREET PLAN



ARTERIAL - 1



MINOR ARTERIAL A
W/CENTER TURN LANE



COLLECTOR B

2.17 LANDSCAPE GUIDELINES FOR PUBLIC PROPERTY

2.17.1 ARTERIAL RIGHTS-OF-WAY

The developer is responsible for landscaping the entire area from the back of the curb to the property line at the time the adjacent land develops for a specific use. Arterial landscaping is intended to provide an overstory street canopy along arterial streets and a landscaped area between the street and pedestrian areas. The right-of-way will be landscaped with at least one (1) tree for every fifty (50) linear feet of right-of-way and 50% of the landscape areas shall be covered with plant material within five (5) years of installation.

- A. Trees will be placed to create a street tree canopy that provides an aesthetic gateway along arterial streets and also functions to cool streetpavement.
- B. No single tree species may constitute more than 25% of all trees, either on a specific site or ROW landscaping associated with a project.
- C. Xeric landscape design and principals are encouraged
- D. Arterial or Expressway Rights-Of-Way that is also a State or Federal Highway. This section is intended to provide as close to the full arterial landscaping requirement as allowed or recommended by the Colorado Department of Transportation (CDOT).
- E. Collector Street Rights-Of-Way. The developer is responsible for landscaping the entire area from the back of the curb to the property line at the time the adjacent land develops for a specific use. Collector street landscaping is intended to provide an overstory street canopy along collector streets and a landscaped area between the street and pedestrian paths.
- F. Overstory/shade trees will be provided between the curb and the sidewalk with at least one (1) overstory/shade tree for every fifty (50) linear feet of right-of-way.
- G. 50% of the landscape areas shall be covered with plant material within five (5) years of installation.
- H. Xeric landscape design and principals are encouraged
- I. Arterial ROW landscaping shall be completed at time of road construction.

2.17.2 GUIDELINES FOR PRIVATE DRIVES

- A. All Private Drives to be a part of new development shall be constructed to full section width including full depth asphalt, curb and gutter along both sides.
- B. Where Private Drives are existing, and adjustments or damage occurs due to new development, such new developments are responsible for patching and repairing the drives per Town Standards.
- C. Alternate materials such as grass pavers may be approved for emergency access lanes not used for primary traffic at the discretion of the DRC /JRC, the Town and Loveland Fire and Rescue Authority.

2.17.3 PARKS, OPEN SPACE, REGIONAL DETENTION AND NATURAL AREAS

- A. Parks, trail, and open space shall be in conformance with the needs of the Town, as well as all applicable standards, specifications, and codes, at the time of project submittal.

3.0 General Design Guidelines for Development

3.18 SITE ENGINEERING

This section applies to all development within Encore and contains specific information on performance standards and guidelines for the design of public areas and private property, construction practices, landscape maintenance and the acceptable plant palette. In utilizing these regulations, one should remain flexible in approach to site design given the characteristics of the site, the nature of the use and the intent of these standards.

3.18.1 SITE PLANNING & DESIGN

Site Design, Building Placement and Orientation

- A. Minimize environmental impact through sensitive design and mitigation.
- B. If possible, orient the long axis of the buildings north-south to avoid winter ice conditions created by long north-facing facades.
- C. Utilize trees to maximize shade in summer and reduce heat gain of paved surfaces.

3.18.2 STORM DRAINAGE

The goal of the design of sites is to minimize runoff and design needed storm drainage systems to meet basic engineering requirements while using the most current technology to improve the quality of the storm water before it reaches natural systems that may be affected by poor water quality. This philosophy reduces infrastructure costs, increases groundwater recharge and improves the environment.

- A. Site drainage shall be compatible with adjacent property drainage and in accordance with the overall master drainage plan for Encore. Storm drainage shall not run on a neighbor's lot at rates higher than historic rates prior to construction of the subdivision.
- B. Excess run-off from the site shall be minimized with sites graded to provide positive drainage away from buildings.
- C. Water from parking lots, roof drains and other areas should be consciously directed to landscape areas that could benefit from the additional water rather than piping it off the property, thereby reducing the need for irrigation water and improving water quality by filtration through landscape materials. Roof drains on north side shall be piped to an open space.
- D. Drainage shall be conveyed along dedicated streets, private drives and swales along property lines, or in open space corridors. Drainage will be sheet flow and surface drained where possible; however, below-grade drainage using storm sewer piping and culverts may be required.
- E. Surface drain systems and detention ponds shall be irregular in plan and graded to create an aesthetically pleasing character. Side slopes shall vary.
- F. Drainage structures in sidewalks and bike paths must be placed flush with the surface, and grate patterns cannot have openings larger than 3/8 inch. Surface storm water or irrigation should not be discharged across sidewalks; and there should be no point discharges into curbs to prevent traffic-imposing surges into the street.
- G. No concentrated drainage over walks, drives or trails shall occur.
- H. Detention areas or other landscape areas that are not used to meet the open space standards of these Landscape Guidelines shall be landscaped as follows:
 - a. Dryland grass or other approved vegetation will be the primary ground cover. All areas within the floodplain, including, but not limited to, the detention area bottom, shall be planted with buffalo grass or other dryland grass if it is maintained free of weeds and irrigation is provided until the grass is fully established. Live plant material other than dryland grass may be planted if it is suitable to the area and is maintained free of weeds and irrigation is provided.
 - b. Detention areas will be landscaped around the perimeter with plant groupings sensitive to the detention area design and will include at least one (1) tree and five (5) shrubs for every 100 linear feet of perimeter. Trees and shrubs are encouraged in other landscape areas where appropriate.
 - c. Clusters shall be separated by a minimum of twenty (20) feet as measured at maturity.

3.18.3 UTILITIES, EASEMENTS & RIGHTS-OF-WAY

- A. At the time of adoption, the following guidelines for easements were required. It is the developer's responsibility to confirm the validity of these guidelines at the time of development.
- B. There are existing utility easements along Highway 34 and County Road 13.
- C. 50 foot Gas Pipeline Easement. Proposed activity within the easement shall be consistent with governing documents.
- D. Loveland Greeley Canal. Activity within the easement shall be consistent with governing documents.
- E. US 34 Right-of-Way. Access is permitted at designated access points, subject to any CDOT and/ or Johnstown approvals.
- F. Proposed infrastructure within Encore will be designed to meet the Town of Johnstown Design Criteria and Construction Regulations at the time in which the Project is submitted are adopted.

3.18.4 GRADING

- A. Provide positive drainage away from foundations.
- B. Site buildings to minimize cut and fill earthwork operations.
- C. There shall be no grading beyond the limits of each property except as agreed upon by adjacent owners.
- D. Maximum slopes 3:1. Maximum 4:1 slopes for areas that require mowing.
- E. With grading design:
 - a. Avoid un-natural rectilinear forms, abrupt grade transitions, slopes greater than 3:1 max. side slopes
 - b. Provide Irregular forms imitate nature, smooth transition to adjacent grades, varied side and bottom slopes, gentle side slopes and constant side and bottom slopes where possible

3.19 PEDESTRIAN, BICYCLE AND OTHER NON-MOTORIZED CIRCULATION

3.19.1 WALKWAY DESIGN CRITERIA

- A. All streets shall have sidewalks. The minimum width of sidewalks shall be five (5) feet for residential and collector streets and ten (10) feet for arterial streets.
- B. Arterial streets shall have detached sidewalks and sidewalks shall adjoin the curb and gutter at all intersections.
- C. Internal pedestrian walkways shall be distinguished from driving surfaces through a change in paving materials to enhance the crosswalk.
- D. Provide logical pedestrian connectivity from the street and parking areas to the buildings main entrance.
- E. Provide minimum five (5) feet clear walking area after car overhang (seven (7) foot minimum walk width adjacent to head-in parking and five (5) foot minimum walks apply in all other cases).

3.19.2 BIKE LANES

Bike Lanes shall maintain a minimum four (4) foot width on all arterials and collector roads.

3.19.3 RECREATIONAL PATHS & TRAILS

Shall meet the criteria as established in the Johnstown/Milliken Parks, Trails, Recreation and Open Space Plan at the time in place at the time the project is submitted.

3.20 VEHICULAR ACCESS & CIRCULATION

3.20.1 PARKING OVERHANG

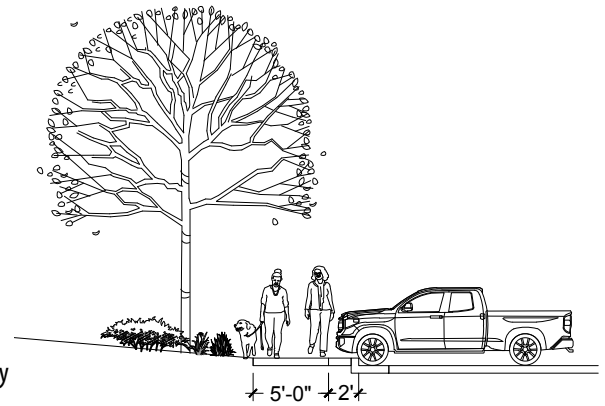
Design of vehicular drives/roadways and parking areas shall meet the criteria as established in the Town of Johnstown Design Criteria and Construction Regulations and all other Town standards, specifications and regulations in place at the time of project submittal.

3.20.2 ROUNDABOUTS

Roundabouts are often an effective tool for traffic management. They are used largely to: reduce motor vehicle speeds, increase capacity level, increase safety, and to reduce noise and air pollution. Therefore, the use of roundabouts will be considered at arterial/collector street intersections and shall be designed to the standards contained in the Federal Highway Administration (FHWA) publication Roundabouts: An Information Guide, (latest version at time of project submittal)

The Town Traffic Engineer shall approve the use and design of roundabouts.

The configuration of proposed roundabouts shall be designed by a licensed Transportation Engineer with a minimum five (5) years of experience in roundabout design.



3.20.3 EMERGENCY ACCESS

Provide access for fire, police, ambulance, and other emergency vehicles to buildings in accordance with Loveland Fire and Rescue Authority Development and Construction Requirements. Such access should be fully capable of supporting such vehicles. Where possible, connect emergency access routes between adjacent properties.

3.20.4 SIGHT TRIANGLES

Shall meet the AASHTO requirements and the Town of Johnstown standards, specifications, and regulations in place at the time of project submittal.

3.20.5 DRIVE-THROUGH FACILITIES

Drive-through facilities are a convenient service, however they may create barriers to pedestrian movement and present an unattractive appearance unless they are thoughtfully designed and located.

- A. Drive-through facilities shall be located on the site and not on public right-of-way.
- B. There shall be no stacking of waiting vehicles into the public right-of-way, primary interior circulation routes or across pedestrian walkways.
- C. Drive through windows, menu boards and stacking areas shall be subject to the same set back and screening requirements as parking lots.
- D. Each drive-through restaurant shall be permitted no more than two (2) free-standing or wall-mounted menu boards, which shall not exceed 35 square feet in area or six (6) feet in height and shall be located adjacent to and oriented toward the drive-through lane. One (1) order confirmation board may also be permitted per menu board and shall not exceed a four (4) foot height and three (3) square foot sign area
- E. Provide vehicular and pedestrian access to existing and future adjacent properties where feasible.

3.21 PARKING

3.21.1 PARKING LOT DESIGN

Sufficient parking should be provided for each development so as to avoid conditions that lead to parking on public streets and private drives.

The dimensions of parking spaces will be per the Town of Johnstown Off-street Parking Regulations, at the time in which the Design Guidelines are adopted, or the approved development plan for the property. Where a use falls under multiple categories listed below the more specific use requirement will apply.

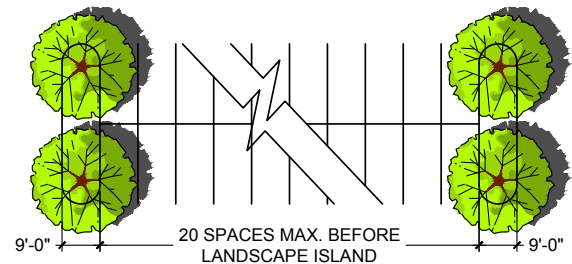
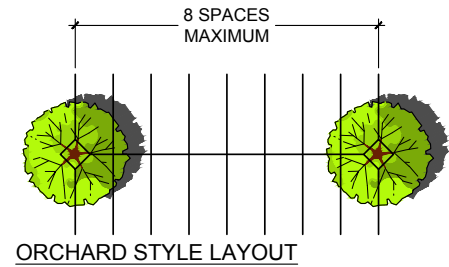
Minimum parking requirements are listed in the following table. The DRC & JRC, at their discretion, reserve the right to require a parking study for any new development. If a permitted use is not identified below, the DRC may exercise reasonable discretion based on similar uses listed below or, if similar uses are not noted below, based on research of other adequately parked similar uses.

USE	PARKING REQUIREMENTS
Single-family residence	2 spaces per dwelling unit
Multifamily residence	1 bed: 1.5 spaces per dwelling unit 2 bed: 2 spaces per dwelling unit 3 bed: 2.5 spaces per dwelling unit
Elementary schools	2 spaces for every classroom
Junior High Schools	2.25 spaces per classroom
Senior High Schools	1 space for every 4 students of max capacity
Hospitals	1 space for every 2 beds
Clinics	1 space for every 250 sq. ft. of G.L.A.
Warehouse and Distribution	1 space for every 1,250 sq. ft. of G.L.A. & 1 trailer space per dock door
Flex, Flex R&D, & Trade Contractors	1 space for every 350 sq. ft. of G.L.A.
Manufacturing	1 trailer space per dock door & the greater of: (i) 1 space for every 2 employees or (ii) 1 space for every 1,250 sq. ft.
Commercial Office Buildings	1 space for every 300 sq. ft. of G.L.A.
Retail Stores	1 space for every 250 sq. ft. of G.L.A.
Gun Range	2 spaces for every gun range lane
Customer services establishments	1 space for every 200 sq. ft. of G.L.A.
Call Centers	1 space for every 100 sq. ft. of G.L.A.
Restaurant and/or Bar	5 spaces for every 1000 sq. ft. minimum of G.L.A. & 1 space for every 200 sq. ft. of cumulative patio/deck area for a single user. Patios and/or decks under 500 sq. ft. are exempt.
Shopping Center	1 space for every 250 sq. ft. of G.L.A.
Outdoor and Indoor Family Entertainment	1 space for every 250 sq. ft. of G.L.A.
Public assembly facilities provided for churches, theaters, auditoriums, etc.	1 space for every 3 seats seated audiences
Heath Clubs	7 spaces for every 1000 sq. ft. of G.L.A.
Sports Facilities	Applicant to provide parking study to determine parking requirements
Independent senior living parking standard	1 space per dwelling unit and 1 space per 3000 s.f. of non-residential space excluding utility rooms.
Assisted living and memory care facilities	0.5 spaces per bed

3.21.2 DESIGN OF PARKING LOTS

Design parking lots to current Americans with Disabilities Act (ADA) standards. Provide equal access in a manner that integrates handicapped-accessibility with ordinary accessibility, rather than separately.

- A. Except where orchard style planting is used, large parking lots shall be divided into smaller sections by landscape areas. Each section shall contain a maximum of 250 parking spaces. Landscape areas used to break up large parking areas shall be a minimum of fifteen (15) feet in width.
- B. Landscape areas separating parking blocks will have at least one (1) overstory/shade tree or two (2) ornamental trees and five (5) shrubs for every 50 linear feet along the length of the median.
- C. Overstory shade trees will comprise at least 75% of the trees within the landscape area.
- D. In a development, parking lots for each use shall be integrated within the development to the extent possible.
- E. All striping in parking areas shall be white.



3.21.3 INTERIM PARKING LOTS

With DRC and JRC approval, on-grade interim parking may be allowed if weather delays asphalt or concrete paving. It must be landscaped and paved with an all-weather material. Internal parking lot landscaping is not required for interim parking areas, but perimeter landscape treatments shall be consistent with the landscape requirements for permanent parking lots. Interim parking lots shall be limited to 1 year (12 months with 2-6 month extensions) of use.

3.21.4 BICYCLE PARKING

- A. Bicycle parking facilities are required for all land uses, except for single-family attached or detached housing.
- B. Bicycle parking facilities shall be located to provide safety, security and convenience for bicycle riders. Such facilities shall not interfere with, and be located a safe distance from, pedestrian and motor vehicular traffic.
- C. Bicycle parking facilities should be located outside of a vehicular or pedestrian way and be protected and separated from motor vehicle traffic and parking lots by either a three (3) foot separation distance or a curb or other physical barrier.
- D. For security reasons, bicycle-parking areas should be located so they are highly visible from building entrances and convenient for employees, yet not generally visible from roadways.
- E. It is recommended that bicycle parking facilities be designed to allow the bicycle frame and both wheels to be securely locked to the parking structure. The structure shall be of permanent construction such as heavy gauge tubular steel and permanently attached to the pavement foundation.
- F. If the bicycle facility is to be used at night it should be sufficiently illuminated.
- G. Select bicycle racks that provide for a wide range of bicycle types and individual security devices. Designs should facilitate bicycle lockup.
- H. Provide protection from the elements. Specific considerations include the following:
 - I. Shelters and bike lockers are encouraged but not required.
 - J. Protected overhangs incorporated into a buildings design are a desirable solution.
 - K. Shelter design and materials should compliment the architectural design of the primary building.

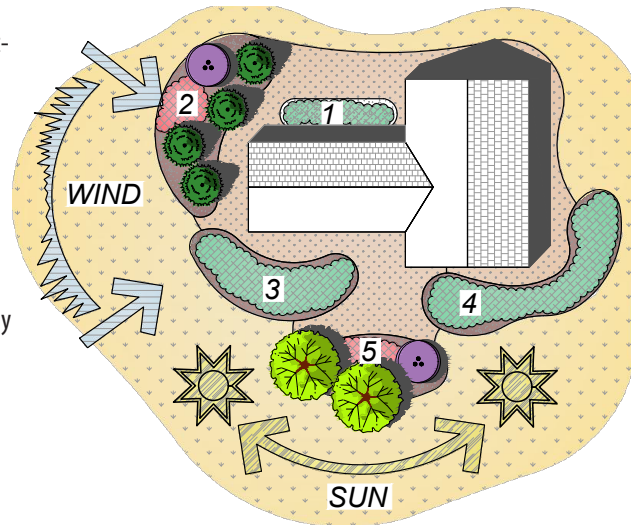


3.22 LANDSCAPING

3.22.5 LANDSCAPE DESIGN PRINCIPLES

All development shall demonstrate adherence to the following landscape design principles:

- A. Provide biodiversity that relates to the area's natural systems.
- B. Design to provide an attractive, comfortable environment for users while minimizing maintenance needs, irrigation water requirements and the use of herbicides and pesticides.
- C. Use environmentally friendly, "green" materials where possible.
- D. Design landscapes to create a naturalized appearance. Use plant materials that are indigenous to Northern Colorado where possible. (See the plant list in the Appendix). Only use introduced species in order to achieve design objectives that cannot be achieved with the use of native species.
- E. Locate plants in microclimatic conditions that are appropriate for that species. Only use high water-requiring plants in areas where they will naturally benefit from runoff or available ground water. Do not rely solely upon an irrigation system to provide water to high water-requiring plants.
- F. Group plant materials of similar water needs and arrange in concentric circles or layer of progressively less water use in order to maximize the efficiency of applied irrigation.
 - a. Plant species more susceptible to sun, wind & cold temperatures in sheltered areas.
 - b. Evergreen trees to provide shelter from winter winds.
 - c. SW facing plants should tolerate summer heat & drying winds.
 - d. Eastern facing areas allow some shelter from sun & wind.
 - e. Deciduous trees shade in summer and let light through in winter.



3.22.6 MICROCLIMATIC CONSIDERATIONS

- A. Use plant materials to provide buffering of structures and outdoor use areas from extreme climate conditions.
- B. Coordinate the design of the landscape with site erosion protection, storm drainage and water quality improvement systems.
- C. Utilize a minimum of three (3) inch deep mulch to reduce soil moisture loss and moderate soil temperatures.
- D. Where natural soils are not of high quality, improve soil structure by the addition of composted organic material.
- E. Design and manage irrigation systems to achieve peak efficiency.
- F. No turf grass shall be allowed in landscape areas less than eight (8) feet in width.
- G. Rock mulch shall be used in all planting beds. Wood mulch may be used in perennial beds but will not be accepted along property boundaries.
- H. Native seed shall be limited to areas adjacent to regional detention or the existing natural area & is required to be irrigated until establishment.

3.22.7 EXISTING VEGETATION PRESERVATION

Existing vegetation shall be preserved to the extent reasonably practicable. Special attention shall be paid to preserving significant vegetation within larger open space areas such as along the Loveland and Greeley Canal and the drainage area west of the site.

- A. Locate site and building improvements to preserve significant natural vegetation to the extent reasonably practicable.
- B. Within open space areas, preserve and incorporate into the landscape plan any existing healthy tree (meeting species restrictions) of 6-inch caliper or larger and located more than twenty (20) feet from any proposed building location. Preserve all trees over 24-inch caliper, unless deemed unhealthy or unsuitable for preservation.
- C. Incorporate tree wells or retaining walls as necessary in the landscape plan to protect existing trees and to maintain historic drip lines.
- D. All existing plants that are incorporated into the design will be adequately protected from damage during construction by an orange construction fence (4 feet high) secured with steel t-posts at the drip line of each tree. Sufficient posts shall be used to maintain the fence in erect condition at all times. Hand grading only shall be allowed within the limits of the construction fencing. No more than 6 inches of cut or fill shall be allowed within the drip line of any tree designated to remain.
- E. If on-site replacement is not possible, the developer shall provide an equal replacement of caliper lost or a ratio of three new trees to one existing tree

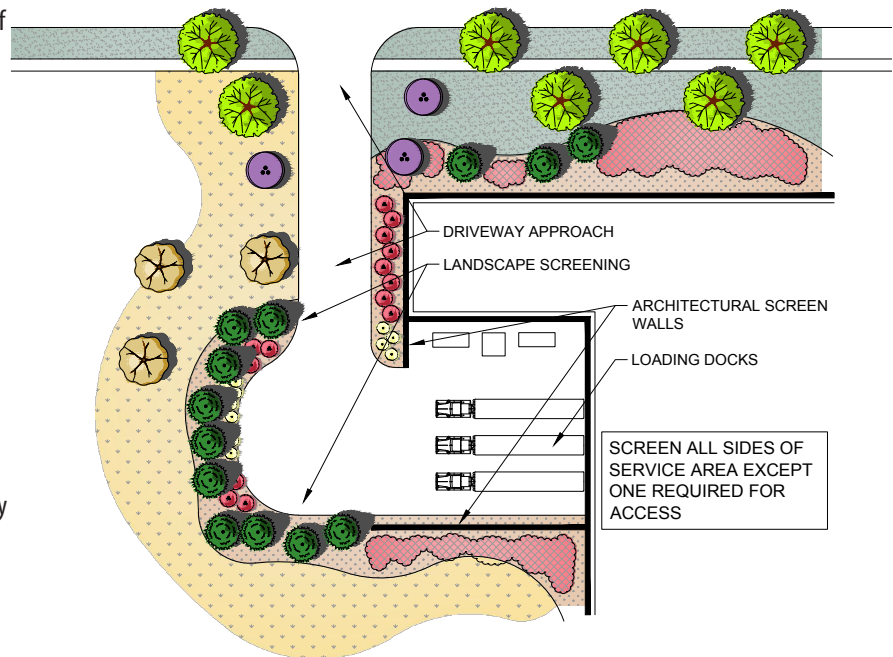
on-site as mitigation for any desirable trees lost due to or prior to construction.

- F. Existing landscaping may be used to satisfy the quantity requirements of landscape guidelines. One existing tree or shrub may be considered as satisfying one tree or shrub requirement.
- G. All existing trees over 6 inches in diameter will be surveyed as part of the landscape requirements and have location, species, size, and condition or health noted. Trees that are of good or better quality, and are a desirable species, should be incorporated into the design in their existing location whenever possible. If design solutions create undue hardship, as determined by the DRC and JRC, replacement shall be made per requirements above.

3.22.8 SCREENING

Large Truck Parking, Utility Appurtenances, Loading, Storage and Service Areas, Trash storage/pickup

- H. These requirements apply but are not limited to above-ground utility appurtenances, loading docks, storage areas, and open areas where machinery, vehicles or equipment are stored or repaired.
- I. Areas shall be incorporated into the overall design of the building and landscaping so that the visual and acoustic impacts of these functions are minimized and 75% screened from adjacent properties.
- J. Loading areas shall be paved with concrete, asphalt or other approved hardened surface materials as approved by DRC and JRC. A concrete pad shall be provided in the access drive immediately adjacent to trash enclosures serviced by trash trucks and in the enclosure itself. Areas for outdoor storage, truck parking, trash collection or compaction, loading or other such uses, shall be at least 75% screened from abutting streets unless otherwise approved by the DRC and JRC. These service areas should be located within a central core or on the side of buildings away from public streets where possible.
- K. Non-enclosed areas for seasonal sale of inventory shall be permanently defined and screened with walls and/ or fences that conform to those used as predominant materials and colors on the building.
- L. Service areas should ideally not be located directly adjacent to residential areas. If this situation occurs, no delivery, loading, trash removal or compaction, or other such operations shall be permitted between the hours of 10:00 p.m and 7:00 a.m. unless the owner submits evidence the sound barriers effectively reduce noise emissions to a level less than the greater of:
 - a. 60 db as measured at the lot line of the adjoining property or
 - b. ambient sound from adjacent highways. Noise emissions may increase by up to 10 db for no more than 15 minutes in a one-hour period.



3.22.9 LANDSCAPING - BIG BOX RETAIL STORES

One primary tenant with square footage greater than 20,000 sf must provide a planting bed at least six (6) feet wide along a minimum of 50% of the length of wall visible from public use areas. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers described in Section 2 – General Design Guidelines.

3.22.10 OFFICE, FLEX & LIGHT INDUSTRIAL LANDSCAPING

- A. Exposed sections of building walls that are visible from public areas or high use areas on private property shall have planting beds at least six (6) feet wide along a minimum of 50% of the length of the wall.
- B. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. Exact locations and spacing may be adjusted at the option of the owner to support patterns of use, views, and circulation as long as the overall tree planting minimum requirement is met.
- C. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers described in Section 2 – Overall Development Guidelines.

3.22.11 PARKING PERIMETER LANDSCAPING REQUIREMENTS

- A. Perimeter landscaping requirements for parking areas include a minimum seven and one-half (7.5) foot wide landscape area with one (1) tree and five (5) shrubs per 600 square feet or portion thereof. When combined with adjacent properties requirements, this perimeter landscape will become fifteen (15) feet wide.
- B. Where two (2) parking perimeter landscape areas abut each other, the first to develop shall provide the tree requirement. The tree requirement for the abutting development need not be met, however, the second developer is responsible for installing the shrub requirement.
- C. Where parking areas are located directly adjacent to residential development, both the parking lot buffer requirement and the nonresidential buffer requirements shall apply.

3.22.12 PARKING INTERIOR LANDSCAPING REQUIREMENTS

- A. Interior rows of parking spaces will provide a landscape island at the end of each row of parking spaces. Landscape islands will also be provided within the row of parking spaces so that there are no more than twenty (20) consecutive parking spaces without a landscape island.
- B. Landscape islands will have minimum dimensions of nine (9) feet by the length of the parking row.
- C. Islands will be landscaped at a rate of at least one (1) overstory/shade tree and three (3) medium or five (5) small shrubs for each 9 foot by 20 foot parking island. Overstory/shade trees will comprise at least 75% of the trees within the landscape islands. Evergreen trees shall be prohibited in parking lots unless island widths are sized to accommodate mature growth.
- D. Landscape islands will contain rock mulch or irrigated grass. Turf shall only be used in medians when highlighting a special design element. Turf areas must be at least 10' wide and occupy no more than 15% of the median's landscape area.
- E. Where orchard style planting is proposed in parking lots, internal landscaping shall be provided at a rate of one (1) tree and two (2) shrubs for every ten (10) parking spaces. At a minimum, one (1) diamond-shaped tree planting pit shall be provided for every eight (8) parking spaces. No shrubs shall be planted in the diamond tree planting pits and will be located in end islands and other landscape islands instead.
- F. A concrete pedestrian walk, at least six (6) feet wide, will be provided along the length of the landscape median closest to the building entrance. The walk will connect to perimeter pedestrian walks, whenever possible, and include raised and striped crosswalks.
- G. Planting trees and non-low-growing shrubs in the vehicle overhang area is not allowed.

3.22.13 SINGLE FAMILY LANDSCAPE GUIDELINES

- A. At least 75% of the yards adjacent to the street will be treated with landscape materials. At least four (4) shrubs will be planted on every lot containing a one-family dwelling. At least one (1) tree of one and one-half (1-1/2) inch caliper shall be provided for each lot of 70 foot frontage or less and at least two (2) trees for every lot in excess of 70 foot frontage. For corner lots, the same quantities shall be required for each street. The trees shall be located so as not to interfere with sight distances at driveways. Trees required in the adjacent right-of-way may not be used to meet this lot standard.
- B. The trees and shrubs will be installed prior to certificate of occupancy unless it is not practical to install the landscaping prior to occupancy because of weather or other necessary delay, as approved by the Planning Development Director.
- C. Front yard shall have no more than 50% irrigated turf and rear yard no more than 75% irrigated turf

3.22.14 COMMON OPEN SPACE

Common Open Space is land commonly owned and maintained by an owner's association or metro district. Common open space required in all subdivisions and PUDs shall be landscaped as follows:

- A. Common open space areas will have live ground cover over at least 75% of the area, unless otherwise approved by the Town. Bluegrass is not the only option for these areas and the Town encourages the Developer to pursue water saving goals as listed in Section H.12 of these Standards.
- B. All ground cover, ornamental turf and turf shall have an irrigation system that is designed to meet the needs of the plants and that is designed to meet Town Standards. Common open space in one-family subdivisions or PUDs or portions of subdivisions or PUDs containing one-family dwellings shall be landscaped at a ratio of at least one (1) tree and five (5) shrubs for every 4,500 square feet of landscaped area.
- C. Up to 30% of the required shrubs may be substituted by trees at the rate of one (1) tree for ten (10) shrubs.
- D. At least 50% of the trees will be overstory/shade deciduous species and 25% of the trees will be coniferous species, where appropriate.
- E. The developer shall have all landscaping improvements completed and in acceptable condition prior to the Town's construction acceptance of public improvements and prior to turning the common open space areas over to a property owners association for maintenance.
- F. No single tree type shall make up more than 25% of all trees

3.23 LANDSCAPE FOR NON-SINGLE FAMILY RESIDENTIAL USES INCLUDING PUDS & MULTI-FAMILY RESIDENTIAL

- A. Fifteen percent or more of the lot/parcel will be landscaped, common open space.
- B. Common open space that is not a detention pond will be landscaped at a ratio of at least one (1) tree and five (5) shrubs for every 1,000 square feet, except as required for parking lot screening and buffers, which may require additional plant materials.
- C. Buffer landscaping will be provided as follows:
 - a. At least ten (10) feet wide adjacent to minor collector and local street rights-of-way.
 - b. At least twenty-five (25) feet wide adjacent to arterial streets and major collector rights of-way.
 - c. Buffers will be designed to provide one tree and five shrubs for every 750 square feet.
 - d. 25' buffer between light industrial and residential
- D. Where nonresidential, multifamily or group living uses are adjacent to existing or projected single-family residential or duplex uses, one of the following shall be provided:
 - a. A fifteen (15) foot wide on-site landscape area with berming and one (1) tree and five (5) shrubs per 600 square feet or portion thereof; or
 - b. A ten (10) foot wide on-site landscape area with one (1) tree and five (5) shrubs per 400 square feet or portion thereof with intermittent six (6) foot privacy fencing; or
 - c. A five (5) foot wide on-site landscape area one (1) tree and five (5) shrubs per 250 square feet or portion thereof with a continuous six (6) foot privacy fence.

3.23.15 LANDSCAPE PERFORMANCE STANDARDS

- A. Landscaping shall be completed prior to Certificate of Occupancy (C.O.). If landscaping cannot be completed due to cold weather the Town may grant a C.O. upon receipt of a sufficient letter of credit or cash surety and a written schedule for completion. No letter of credit or surety is required if the landscaping is to be performed by the Metropolitan District.
- B. All landscape plans for a non-residential use shall be prepared by a professional landscape architect.

3.23.16 IRRIGATION SYSTEMS

All landscape areas shall have an automatic clock-activated irrigation system - Landscape areas without an irrigation system and bearing live plant material will require temporary irrigation until the plants are established and a reliable water source sufficient to sustain plant life is provided.

- A. Irrigation systems shall meet the following criteria:
 - a. All irrigation systems shall be non-potable where possible and coordinated with the Encore Master Association.
 - b. All irrigation systems shall be designed and installed to the specifications of the Encore Master Association Irrigation Guidelines.
 - c. All potable water systems shall be equipped with a backflow prevention device.
- B. Portions of irrigation systems may be comprised of temporary irrigation components to irrigate native areas if the Town determines that all of the following standards are met. A clear description of proposed temporary irrigation must be provided on the landscape plan and approved by the Town:
 - a. Plant selection, design, installation specifications and site conditions combine to create a microclimate that will sustain the plant material in a healthy condition without regular irrigation after the plant establishment period.
 - b. All portions of the landscaped area served by temporary irrigation will be within 150 feet of an exterior water source to enable hand watering during extended dry periods.
 - c. Above ground temporary irrigation systems shall be approved on a case-by-case basis only if the native area is large enough to warrant the use. Above ground systems will be the responsibility of the Developer until grasses are established and the system is removed. No such system shall be permitted to be turned over to a Homeowner's Association for maintenance.
 - d. The temporary irrigation will provide reliable automated irrigation for the plants during the establishment period.
 - e. The Developer has demonstrated the ability to provide ongoing maintenance of xeriscape areas necessary to keep plant material healthy without irrigation.

3.23.17 SOIL AMENDMENT

Soil amendment is only necessary in planting beds and blue grass/ fescue turf areas. Where soil amendment is necessary, minimum requirements for soil preparation shall include three (3) cubic yards of organic material for 1,000 square feet of existing soil tilled to a minimum depth of six (6) inches. Regardless of existing soil conditions tree and shrub pits shall be backfilled using a mixture of one- third existing site soil, one-third topsoil and one-third organic matter.

3.23.18 PLANT SELECTION AND DIVERSITY

Plant selection and diversity will be per Town Standards. Tree species prohibited within the Town per Town Standards will be removed by the developer in existing landscape areas, when appropriate, and will not be planted in new landscape areas.

- A. All landscaping materials shall consist of healthy specimens compatible with local climate and meet the requirements included in these standards.
- B. The plants listed in the Town of Johnstown Landscape Standards and Specifications Appendix A should be used as a guideline for recommended use. Due to the variety of available plants, non-prohibited species that are not on the list may be planted provided they are replaced by an approved species if they fail to survive. Plants selected should be appropriate for the specific location and purpose.
- C. Up to one-third of the proposed trees for a project may be of fast-growing varieties, such as cottonless Cottonwood (*Populus sargentii*), Aspen (*Populus tremuloides*) and Silver Maple (*Acer saccharinum*). Two-thirds of the proposed trees shall be slower growing, long-lived trees, such as Norway Maple (*Acer platanoides*), Oak (*Quercus* sp.), Linden (*Tilia* sp.), Honeylocust (*Gleditsia triacanthos inermis*) and other hard Maples (*Acer saccharum* or *rubrum*). The variety shall be sufficient to minimize the effect of plant disease.
- D. Recognizing that it is undesirable to plant a large percentage of one tree species which may result in uniform disease susceptibility and eventual extinction of that species, the following diversity standards shall be required:
- E. For any one proposed development project (including common open space areas), no more than 15% of any one species of tree (for trees considered hardy in this area), or 10% of any one (1) species of tree considered marginally hardy for this area, shall be proposed. This shall be measured per total trees in the development, including existing trees.
- F. For small development projects, exceptions to the above diversity requirement may be allowable where the size of the development makes minimum diversity percentages unreasonable. A variance request is to be made by a note on the landscape plans and shall be subject to approval by the Town Planner.
- G. Coniferous trees shall comprise 25% of any landscaped area, where suitable. Unsuitable areas include areas where icy conditions may be created with the use of conifers at road intersections, road curves, bike path intersections, bike path curves site distance restricted areas or narrow areas. Locate conifers so mature spread will not overgrow streets or walks.
- H. Ornamental trees can only replace large canopy trees at a rate of three (3) ornamental trees to one (1) large canopy tree (not to exceed 25% of the total tree requirements). Fruit bearing or thorny trees shall not be permitted within five (5) feet of sidewalks or streets, as calculated from mature canopy width of tree.
- I. Shrubs shall be a mixture of evergreen and deciduous varieties. Small shrubs shall be used between the bike path and the curb along street rights-of-way to avoid safety obstructions.

3.23.19 STREET TREE MINIMUM STANDARDS

- A. Species that generally have branches less than fifteen (15) feet above the roadway at maturity shall not be used as street trees unless they are located such that no interference with the roadway will occur at maturity. Minor trimming and branch removal should be performed to maintain the fifteen (15) foot requirement and eight (8) foot minimum clearance over sidewalks and bike paths.
- B. Trees prohibited from planting within the Town of Johnstown include the following: cotton-bearing Cottonwood, Lombardy Poplar, Box-elder, Siberian or Chinese Elm, Russian Olive and Ash trees (*Fraxinus* spp.).
- C. Trees prohibited from planting within street right of ways include the above plus the following: Fruit and/or thorn bearing trees (prohibited from within five (5) feet of bike path as measured from edge of mature canopy), willow (all varieties), Tree of Heaven, Cottonwood (all varieties), and Silver Maple.
- D. Trees recommended for use within the Town of Johnstown include those listed in Plant Materials List found in appendix of the Town of Johnstown Landscape Guidelines.
- E. Planting sizes for required landscapes:
 - a. Deciduous shade trees: 2-inch caliper
 - b. Ornamental trees: 1-1/2-inch caliper
 - c. Evergreen trees: 6 foot – 8 foot height (with a minimum of 25% at 8 foot height)
 - d. Multi-stem ornamental trees: 8 foot – 10 foot height
 - e. Shrubs: 5-gallon container
 - f. Vines: 1-gallon container
 - g. Ground cover/perennials: 2-1/4 inch pots

3.23.20 LANDSCAPE MAINTENANCE

Maintenance includes all reasonable and regular irrigation, weeding, weed control, fertilizing, pruning as well as removal of tree wrap and staking, and bike path snow and ice removal per standard horticultural practices and Town code. Plant materials that show signs of insect pests, diseases and/or damage shall be appropriately treated. Dead plant material will be replaced according to an approved landscape plan. An initial inspection of landscaping installation will be done at the time of development or change in use.

- A. The developer and subsequent owner(s) shall be responsible for maintaining all on-site and common landscaping as shown on an approved landscape plan or as existing if an approved landscape plan does not exist.
- B. The developer and subsequent owner(s) shall be responsible for maintaining the landscaping public improvements on all adjacent rights-of-way as shown on an approved landscape plan or as existing if an approved landscape plan does not exist, unless a maintenance agreement is reached with another entity. The Town, at its discretion, may add, remove, replace, or maintain landscaping within the right-of-way per Town standards.
- C. The developer may request Town maintenance of arterial rights-of-way where there will not be a property owners association in the development or subdivision. The following standards shall apply:
 - D. Acceptance of maintenance will be based on the determination that the public interest is served by Town maintenance.
 - E. The developer will maintain the improvements for two (2) years following construction acceptance by the Metro District of such improvements, and thereafter until the Town has granted final acceptance for maintenance for those improvements.
 - F. The developer may request Town maintenance of other facilities not included above. The following standards shall apply:
 - G. Acceptance of maintenance is based on the determination that the public interest is served by Metro District maintenance.
 - H. Installation of all improvements shall meet or exceed Town Standards.
 - I. The developer will maintain the improvements for two (2) years following construction acceptance by the Town of such improvements, and thereafter until the Town has granted final acceptance for maintenance for those improvements.
 - J. The developer and subsequent owner(s) shall be responsible for maintaining all irrigation systems in sound condition and so all plant material receives the necessary amount of water. Leaks and other broken and/or non-performing equipment shall be repaired in a timely manner. Systems shall be periodically adjusted to eliminate water spraying onto paved surfaces. Watering times shall be regularly adjusted to meet the seasonal needs of the plants while minimizing over-watering.

3.24 SITE DEVELOPMENT SIGNAGE

3.24.21 PURPOSE

The following sign guidelines provide a language for all signage which helps to create a unified image for Encore. All freestanding signage within the development will bear the style and logo of Encore, however individual logos and graphics are allowed on the sign face. Freestanding signs located throughout the development are unified through the use of similar geometry and a repetition of a common materials palette. Building mounted signs are regulated by limiting size. However, tenant logos and graphics are allowed. The following signage requirements are congruent with Town of Johnstown Sign Code, any variations are noted.

3.24.22 PROHIBITED SIGNS

The following signs are prohibited:

- A. Any sign which would violate sight distance triangle requirements.
- B. Any nonpublic sign on the right-of-way or on a property other than that which it advertises.
- C. Any sign which, even though in general conformance with the standards and requirements of this sign code, is a dangerous sign due to interference with a traffic control device by being in direct line between the control device and oncoming traffic or otherwise in visual competition with a traffic control device or resembling a traffic control device.
- D. Any sign that is erected in such a location as to interfere with motor vehicle traffic.
- E. Any sign employing a lighting or control mechanism which causes radio, radar, television, or telecommunication interference.
- F. Any sign so erected, constructed or maintained as to obstruct or be attached to any fire escape, window, door or opening used as a means of egress or ingress or for firefighting purposes, or any sign so placed as to interfere with any opening required for light or ventilation.
- G. Flashing, blinking or other moving signs and searchlights/klieg lights.
- H. Animated signs, including revolving, whirling, twirling or any other sign which uses motion, either implied or actual, except that barber poles (not exceeding five (5) feet in length which are not roof-mounted), windmills and time and temperature signs are permitted.
- I. Structurally unsafe signs as determined by the chief building official, based upon criteria established in the adopted Town codes.
- J. Roof signs.
- K. Box signs.*
- L. Wheeled advertising devices, except for currently licensed, operative vehicles which are primarily used by their owners for service, delivery or general transportation on a regular basis.
- M. Any merchandise displayed outside of a building in such a way as to attract attention when viewed by the general public by placement upon a pole, a fence, a platform, roof or other similar device or structure shall be considered as a sign and shall be prohibited unless otherwise approved by the Planning and Zoning Commission. This shall not, however, be construed to prohibit merchandise customarily stored outside of buildings and placed upon shelves or tables, such as automobiles, campers, boats, plant materials, produce or lumber.
- N. Any sign regulated by the State of Colorado Department of Transportation rules and regulations pertaining to outdoor advertising not approved by the CDOT. (Ord. 682, § 1, 2001) *Varies from Town of Johnstown Sign Code

3.24.23 SIGN AREA MEASUREMENT AND ALLOWANCES

(Allowable sign areas and sizes shall be per the standards listed below)

- A. Animated:
 - a. Size of sign is based upon the sign type (i.e., freestanding, wall or projecting)
- B. Arcade:
 - a. Maximum Height cannot exceed bottom of eave, balcony, canopy, awning or other structural overhang or passageway to which it is attached.
 - b. Minimum height, seven (7) feet above grade.
 - c. Maximum one (1) per building entrance for nonresidential uses.
 - d. Maximum area, four (4) square feet for nonresidential uses.
 - e. Must be placed on an approved wall area.
- C. Awning Sign:
 - a. Permitted on the bottom eighteen (18) inches of 1st floor awnings.
 - b. Allowed at 0.5 square feet per linear foot of awning.
 - c. Maximum of twelve-inch letter height.
 - d. Maximum of one (1) per awning.
 - e. Must be located on an approved wall area.
 - f. May be illuminated.
- D. Bulletin Boards:
 - g. Nonresidential, nonagricultural and multiple-family uses only.
 - h. Maximum area, thirty-two (32) square feet.
 - i. Maximum height, eight (8) feet.
 - j. Maximum one (1) per street frontage.
 - k. Must be set back a minimum of ten (10) feet from any private property line and from a public right-of-way; one (1) foot setback for signs up to six (6) feet in vertical height; one (1) foot for every foot of height greater than six (6) feet.
- E. Freestanding residential districts:
 - a. Permitted in residential zones only.
 - b. Maximum sign area is one hundred (100) square feet.
 - c. Maximum of one (1) per street frontage, said street being on the boundary of the development.
 - d. Maximum height all residential districts, six (6) feet.
 - e. Maximum height in all multiple family use districts, twelve (12) feet.
 - f. Must be set back from any private property line and from a public right-of-way one (1) foot setback for signs up to six (6) feet in vertical height; one (1) foot for every foot of height greater than six (6) feet.
 - g. (1) foot for every foot of height greater than six (6) feet.
 - h. May be illuminated.
- F. Residential development entryway signs:
 - a. One (1) for each major entryway;
 - b. Not to exceed twenty (20) square feet in area or six (6) feet in height; Freestanding-type signs must be set back onto the property a minimum of ten (10) feet, unless incorporated into a traffic island entrance, then twenty-five (25) feet back from the face of the street curb and three (3) feet from the edge of the traffic island;
 - c. Fence or wall-incorporated-type signs may be placed parallel with and at the property line following the same height and sight distance requirements as for a wall or fence.
 - d. Subject to a revocable permit in favor of the Town if situated in the right-of-way.

G. Freestanding nonresidential districts:

- a. Maximum height: Twenty-five (25) feet.
- b. Maximum number of signs per development: one (1) per street frontage, not to exceed two (2) per development, except as may be permitted by a master sign plan approved by the Board of Trustees.
- c. All such signs shall be set back from the property line a distance equal to the height of the sign, except a sign six (6) feet in height shall be set back from the property line a distance of one (1) foot.

H. Maximum sign area, based upon the following table:

Maximum Sign Area		
Floor Area of Building	Single Use Development	Multiple Use Development
0-1,500 s.f.	35 s.f.	60 s.f.
1,500-5,000 s.f.	35 s.f. plus 1 s.f. per each additional 50 s.f. of floor area over 1,501	40 s.f. of floor area over 1,500
5,000-50,000 s.f.	100 s.f. plus 1 s.f. per each additional 1,000 s.f. of floor area over 50,001 up to a maximum size of 300 s.f.	300 s.f. plus 1 s.f. per each additional 1,000 s.f. of floor area over 50,001 up to a maximum size of 400 s.f.

I. Illuminated signs:

- a. Within one hundred (100) feet of residential use or district, internal lighting only.
- b. Over one hundred (100) feet from a residential district, any type of lighting source is allowed, except search or flashing lights, or directed so that the light shall not adversely affect surrounding premises or safe vision on public or private roadways, including highways.

J. Portable signs:

- a. A-frame or pedestal style only;
- b. Maximum area: Six (6) square feet;
- c. One (1) per street frontage;
- d. Must be set back a minimum of ten (10) feet from the street right-of-way line if over forty-two (42) inches or two (2) feet if forty-two (42) inches high or less;
- e. Must be anchored to the ground or weighted sufficiently to prevent movement by force of wind.
- f. May not interfere or block pedestrian or vehicular traffic.

K. Projecting signs:

- a. Maximum height: top of wall or parapet; not to be roof-mounted;
- b. Maximum projection: Shall be in accordance with building codes, requirements for "Construction in Public Right-of-Way."
- c. Maximum size: Two (2) square foot for each one (1) foot of height of the building wall to which the sign is to be attached;
- d. Projecting and wall sign not permissible on same wall;
- e. Maximum number: One (1) per street frontage.

L. Public information signs:

- a. As defined with the approval of the Town Administrator or designee.

3.24.24 TEMPORARY SUBDIVISION SIGNS

- A. Temporary model home signs:
 - a. One (1) per model home;
 - b. Not to exceed twelve (12) square feet each and not over six (6) feet in height if a freestanding type; and
 - c. Must be set back from property lines a minimum of ten (10) feet or a distance equal to height, whichever is greater.
 - d. Temporary residential subdivision signs.
 - e. Temporary signs are prohibited upon public rights-of-way. Temporary signs found by an enforcement officer to be located within Town rights-of-way shall be removed by such enforcement officer with no requirement of notice.
 - f. Construction signs shall not exceed thirty-two (32) square feet and twelve (12) feet in height. One (1) per street frontage is allowed between the time a building permit is issued and the time a certificate of occupancy is obtained.
 - g. Political and real estate signs may be located on property only by permission of the landowner.
- B. Temporary commercial/industrial signs:
 - a. Banners are permitted for any non-residentially zoned or used property to advertise special events or sales subject to the following provisions:
 - b. May be placed upon a building wall or roof or a fence but shall not be attached to landscaping, freestanding posts or utility poles;
 - c. The total size allowed for any single banner or total combination of multiple banners shall be determined using the same criteria that applies to wall signs. If the banner is to be affixed to a fence, size shall be the same as if it was attached to the nearest adjacent building wall having street frontage;
 - d. Any banner that becomes discolored, ragged, shredded, detached, etc., shall be removed or repaired.
 - e. Pennants that project a maximum of four (4) feet from the building are allowed on retail, entertainment or service commercial buildings, and only as part of an approved special district sign program. All pennant faces shall be counted as part of the total allowable sign area. Pennants located on light fixtures are allowed only by the Encore management group.
 - f. Under canopy signs
 - g. Minimum clearance from the sidewalk is eight (8) feet.
 - h. One (1) sign per frontage.
 - i. Not counted against other allowed signage.
- C. Wall or painted:
 - a. Maximum area to be no larger than two (2) square feet for every linear foot of the side of the building having a public entrance and facing a public street, alley or parking lot to which it is affixed. Signs affixed to attached or detached canopies and marquees or awnings shall be considered wall signs and shall be calculated based upon the length of the wall to which they are attached or adjacent.
 - b. Each ground floor tenant or use shall have the right of wall signage upon any wall which fronts upon a public street, or if not fronting upon a public street, upon any wall which fronts upon a major interior drive having direct access to a public street. For uses that have a rear entry or delivery door, one (1) non-illuminated wall sign per use, not to exceed ten (10) square feet, is permitted.
 - c. For buildings with flat roofs, wall signs shall not extend above the top of parapet or mansard, shall not extend more than three (3) feet above the deck line.
 - d. May not extend more than fifteen (15) inches beyond the surface of the wall and may not extend beyond the side of the wall.
 - e. Commercial, industrial, multiple-family, public and semipublic uses only.
 - f. Cannot be used on the same wall as a projecting sign.
 - g. Must be placed on an approved wall area.

3.24.25 FREESTANDING SIGNS

A. Retail:

- a. Single tenant signs are highly discouraged, commercial/retail uses should be combined into an overall sign with multiple tenants where possible. When single tenant signs are necessary, provide a smaller version of a sign that is sympathetic to the intent of the design shown. Individual user logos may be used, however they should be sized uniformly or in a proportional manner (i.e. Large tenant size, Small tenant size half the proportion of the large tenant).
- b. Office/Flex/Light Industrial: Signs shall be uniform in size and colors shall be contained within an earth-tone palette. The Encore base shall be used. However, the sign area may be customized to fit the needs of the user. Each parcel is allowed one identification sign unless approved by the DRC and JRC.

B. Residential Identity Signs:

- a. Individual residential developments shall use materials within the materials palette and should design elements complementary to the Encore signage.

C. Fuel/Convenience Store Canopy Signs

- a. Signs on canopies associated with fuel/convenience stores shall be limited to one corporate with associated text or business logo of the principal use only on a maximum of two (2) sides of the canopy. Such logos shall have a vertical dimension of no greater than 75% of the vertical dimension of the canopy fascia and shall be no greater than twelve (12) square feet per logo.

D. Regulatory Signs

- a. Regulatory signs shall follow the guidelines established in the Town of Johnstown Design Criteria and Construction Regulations.

*Monopole signs are prohibited



3.24.26 OTHER DISPLAY AND INFORMATIONAL ELEMENTS

- A. Banners:
 - a. Retail uses are allowed one (1) banner per building, not-to-exceed seven (7) days in a six-month period. Office, Light Industrial and other Commercial uses are allowed a one (1) day special event directional sign announcing open house/grand opening events.
- B. Window Signs:
 - a. Window painting is not allowed. Each business will be allowed one (1) "OPEN" neon sign. No other neon signs are allowed, except as specifically approved by the DRC and JRC. No decals or signs may be installed in doorways, windows or other areas visible to the public view from the exterior of the premises. The real estate window sign is intended for use where leasable office space is available.
- C. Building Entry Information:
 - a. If applicable, each business shall be allowed to post building or occupant names, hours of operation, emergency information, delivery hours and other required notices near its main exterior entrance on a wall or adjacent glass side-light adjacent to main entry doors. Maximum letter height shall be one (1) inch for basic information. Name of the building or occupant may be three (3) inches tall. Logos shall be a maximum of six (6) inches tall. All type must fit within a maximum 2 feet by 2 feet area. Type style shall be consistent with other building signs.
 - b. Wall mounted information shall be applied to a panel that is compatible with the surrounding wall treatments. The panel area shall not exceed four (4) square feet.
 - c. Buildings that provide service entrances shall be allowed an additional sign on or adjacent to each delivery door. Information shall be limited to a four (4) square feet area and design shall be consistent for all exterior doors of the building.
- D. Flags:
 - a. Flag poles shall be a minimum height of twenty (20) feet tall and a maximum height of thirty (30) feet. Only properly maintained national and/or state flags are allowed.

3.25 SITE FURNISHINGS

3.25.27 SITE FURNITURE

Shall be complementary to the architecture, and if part of a larger complex of buildings, complementary with the other site furnishings in that complex. Site furniture for the overall Encore site should be similar or complementary with the following examples shown pending approval of the DRC and JRC.

3.25.28 ART

Art in public places is highly encouraged. The proposed piece must be vandal resistant, appropriate subject material for public viewing, and complementary with the theme, materials, and colors of Encore as determined by the DRC and JRC.



3.25.29 FENCING & WALLS

Fencing materials such as simulated rod iron and / or concrete or masonry may be required depending upon screening needs and compatibility with adjacent uses. No wood retaining walls are allowed (nonresidential only). Fencing and walls shall match building architecture. All fences and walls subject to DRC and JRC approval.

3.25.30 LIGHTING

- A. The lighting design concept for Encore uses decorative lighting to enhance the main entries of the development. High Plains Drive and Colorado Blvd, north of the major east/west road in the development, will be a combination of decorative lighting and functional roadway lighting. The DRC will work with Xcel to approve a decorative feature that builds upon the character of the development.
- B. All light sources shall be contained in cut-off fixtures that obscure the source from direct view. Pedestrian-scale lighting that has secondary decorative visible light source may be acceptable provided it does not produce glare.
- C. Up-lighting is acceptable as long as they are subdued and angled towards surfaces and not lit straight into the sky. No searchlights are permitted.



- D. Street light poles and fixture housing shall be black in color. All roadway lighting should be of the same family of style, and all parking lot lighting shall have a color temperature of 4000 Kelvin and be of the same family of style; however roadway and parking lot lighting need not match.
- E. Temporary lighting – Holiday lighting only November 1 through January 31. No “chasing” lights (Nonresidential only).
- F. Minimize lighting in parking areas when not in use.
- G. All lighting is subject to approval by DRC and JRC.
- H. Unless sharing parking lots & drives, all lighting shall be contained within the subject property, and shall not spill over onto adjacent property.

Minimum / Maximum allowable lighting (per IESNA standards):

Non-residential building, surrounding area, and parking	1.0 / 7.0 footcandles
Residential building surrounding and parking	0.1 / 0.5 footcandles
Under canopy fueling areas and drive-ups	5.0 / 25.0 footcandles

3.26 RETAIL BUILDING DESIGN STANDARDS

The design of new structures in or adjacent to existing developed areas shall be compatible with or complementary to the predominant architectural character of such areas.

3.26.31 RETAIL DEVELOPMENTS

These guidelines apply to high-visibility neighborhood, community and regional-scale commercial areas, including retail, professional services, lodging, hospitality uses, outdoor family entertainment, restaurants and related uses, and contain additional information on how to place and design structures, sites and landscapes. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in General Design Guidelines and are supplemental to the requirements in this section.



3.26.32 BIG BOX RETAIL STORE DESIGN

Compatibility may be achieved through techniques such as:

- A. Repetition of roof lines.
- B. Use of similar proportions in building mass and outdoor spaces.
- C. Similar relationships to the street.
- D. Similar windows and door patterns.
- E. Building materials with similar colors and textures.
- F. Select buildings that have unique, high quality architecture associated with a brand, or that serve as an architectural focal point that may be allowed in otherwise "themed" developments if they are determined to add interest and vibrancy to the rest of the development.
- G. Treat all facades of a building with similar materials

3.26.33 ROOF AND TOP TREATMENTS

- A. Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
- B. The average parapet height may not exceed 15% of the supporting wall height.
- C. Vary parapet and/or roof heights to add interest and consider the use of overhangs and cornice features for decorative interest.
- D. Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
- E. Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
- F. Large sloped roofs must have variations in height or offsets to break up the large plane- maximum 50 linear feet of one plane.

3.26.34 FREESTANDING STRUCTURES / ELEMENTS

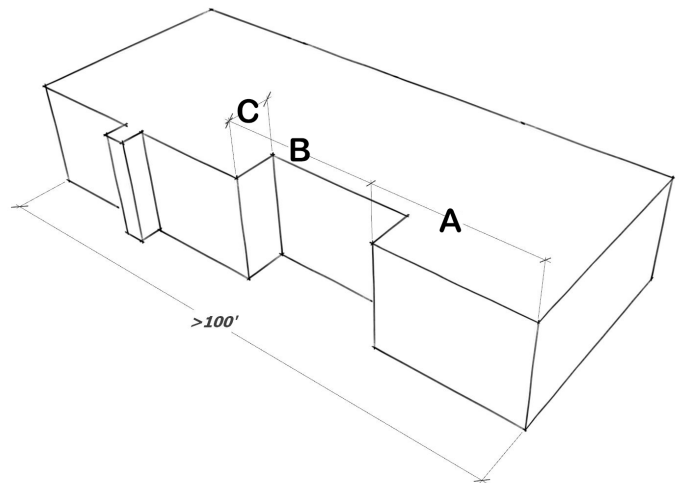
- A. Gas canopies shall not be taller than seventeen (17) feet and should match the principal building architecture. Support columns should relate to the building architecture in finish materials and scale.
- B. Vending machines/kiosks must be incorporated into nooks or other features integral to the main building.

3.26.35 MATERIALS AND COLORS

- A. Primary facade and roof colors shall have a low reflectance, and be a subtle, neutral or
- B. earth-toned color. Earth-tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, grays or charcoal color values.
- C. Trim and accents may be brighter colors, including primary colors. Vivid colors shall be used sparingly (10% or less of a facade on buildings less than 20,000 sf and 7% on buildings larger than 20,000 sf). Vivid colors are defined as bright colors, such as primary colors.
- D. Preferred predominant facade materials include: brick, native or cultured stone, tinted and textured concrete masonry units, architectural precast concrete panels, site cast tilt- up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color.
- E. Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality ACM Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.
- F. Prohibited predominant materials are smooth-face concrete block and uninsulated, non-textured flat metal panels. These materials may be used as accent but shall occupy no more than 35% of a facade.

3.26.36 FACADES

- A. Facades must include a repeating pattern at intervals of no more than 50 linear feet that shall include a change in plane no less than one (1) foot in width such as an offset, reveal or projecting rib.
- B. Facades greater than 100 feet in length shall incorporate wall plane projections or recesses having a depth of at least 3% of the length of the façade and occupy at least 20% of the length of the facade.
- C. Where principal buildings contain separate stores with separate exterior entrances that occupy less than 25,000 square feet of the gross floor area, the street level façade shall be transparent between the height of three (3) feet and eight (8) feet above the adjacent walkway grade for no less than 60% of the building facade of the separate store.
- D. BUILDING FACADE PROPORTIONS:
 - a. Max. 30% of facade length or 100' without interruption
 - b. Min. 20% of facade length
 - c. Project or recess 3% min. of façade length



3.26.37 BUILDING ENTRANCES

- A. Each building shall have clearly defined customer entrances with no less than two (2) of the following;
 - a. Canopy, arcade or portico
 - b. Overhang or recess
 - c. Raised corniced parapet
 - d. Peaked roof or arch
 - e. Architectural detail such as columns, tile work, stone, detailing or moldings integrated into the building structure
 - f. Integral planters or wing walls and incorporate landscaped areas and/or places for sitting
 - g. Display windows



3.27 DESIGN STANDARDS FOR VEHICLE SALES AND SERVICE ESTABLISHMENTS

- A. Building footprint should be a minimum of 10% of the parcel size and building should be permanent
- B. Total acreage of all motor vehicle dealerships within Encore shall not encompass a total of more than thirty five (35) acres of land unless the Town and the Developer consult and agree to any additional area.
- C. Parking requirements for automobile sales and service establishments are a maximum of one (1) parking space per 75 square feet of G.L.A. Site design should accommodate provisions for pedestrians through the frontage spaces and other locations where customers are anticipated to park. All parking areas, including for-sale cars and parking for vehicles to be serviced, shall be designed according to the parking and landscaping standards contained in these design guidelines. No cars shall be parked outside of designated striped parking areas.
- D. All automobile service areas must adhere to screening requirements as designated in these design guidelines

3.28 DESIGN STANDARDS FOR OUTDOOR & FAMILY ENTERTAINMENT

- A. Outdoor and Indoor family entertainment is defined as a smaller amusement park geared towards family fun. Family entertainment centers, or FEC's as they're commonly called, are generally smaller and cost less than a traditional amusement park. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in Overall Development Guidelines and are supplemental to the requirements in this section. Common attractions include, but are not limited to:

Bumper boats	Bowling
Go-Karts	Batting cages
Music and dancing	Laser tag
Miniature golf	Indoor children's play equipment
Video game arcade	Banquet facilities
Ground level kiddie rides	Meeting rooms
Mild thrill rides	Outdoor event areas
Snack bar/restaurant	Water slide
Golf / driving range	

- B. It is required that specific photographs with dimensions be provided to illustrate all vertical elements on site. A site plan identifying these vertical elements must be submitted with the photographs.
- C. Lighting: The lighting allowed for attractions may be modified from the other standards in the Design Guidelines due to safety concerns. To the extent possible, the same fixtures should be used for the lighting of attractions as are used elsewhere in Encore. The lighting design should keep the lighting contained within the attraction.
- D. Safety and Boundary Restraints: It is understood that safety of guests and employees is paramount in the design and operation of attractions. For example, boundary restraints are required on the go cart track for safety purposes. The use of vinyl coated chain link fence rather than netting in areas that require reinforcement such as batting cages is necessary and appropriate to provide a safe environment for patrons. The allowable design solutions for safe operation of attractions shall take into account state of the art design and materials, usual and customary industry practices, safety, maintenance, and appearance. The DRC and JRC shall have the discretion to decide whether a design solution or improvement meets the intent of the design guidelines on a case by case basis. In considering the appropriate solution for inclusion in a proposed project, applicants shall advise the DRC and JRC of the best currently available and affordable design or practice, irrespective of whether it is incorporated in their proposed solution.
- E. Architecture: The design of attractions and accessory buildings may take many forms to create the necessary effect within a Family Entertainment Use. Given the wide variety of attractions that could be proposed, the DRC and JRC will consider the concepts inherent in an applicant's business model. The DRC and JRC recognize that such attractions may not fit within the architectural guidelines applicable to other uses in Encore. The DRC and JRC will have oversight as to which attractions and accessory buildings are allowable given the size, location and nature of the attraction and discretion to decide whether a proposal is acceptable within the development.

3.29 OFFICE / FLEX / LIGHT INDUSTRIAL

- A. These guidelines apply to: single and multi-tenant office buildings; multi-tenant, single-story structures designed as flexible space for offices, light industrial and professional services; and single-tenant light industrial or research and development type uses. The guidelines contain additional information on landscaping and how to design structures. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in Overall Development Guidelines and are supplemental to the requirements in this section.
- B. Building Design - Compatibility with Existing Development and Site Design
- The design of new structures in or adjacent to existing developed areas shall be compatible with or complementary to the established architectural character of such areas. Compatibility may be achieved through techniques such as:
 - Repetition of roof lines.
 - Use of similar proportions in building mass and outdoor spaces.
 - Similar relationships to the street.
 - Similar windows and door patterns.
 - Building materials with similar colors and textures.
 - Site design for flex uses should incorporate, where possible, central, common service/ loading areas.
 - Treat all sides with similar materials.
- C. All facades of a building shall have similar materials - Materials and Colors
- Primary facade and roof colors shall have a low reflectance and be a subtle, neutral or Earth-toned color. Earth- tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, grays or charcoal color values.
 - Trim and accents of brighter colors, including primary colors, are allowed.
 - Vivid colors shall be used sparingly (3% or less of a façade). Vivid colors are defined as bright colors, such as primary colors.
 - Preferred predominant facade materials include: glazing, brick, native or cultured stone, tinted and textured concrete masonry units, architectural precast concrete panels, site cast tilt-up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color.
 - Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality Aluminum Composite Material Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.
 - Prohibited predominant materials are smooth-face concrete block, full ceramic walls, and pre-fabricated uninsulated, non-textured, flat metal panels. These materials may be used as accent but shall occupy no more than 30% of a façade. Glazing with reflectivity or opacity higher than 60% is strictly prohibited.
 - Corrugated Metal Panel shall occupy no more than 25% of a façade.
- D. Facades that face a street or parking area shall not have a blank, uninterrupted length exceeding 100 feet without including at least two (2) of the following:
- Change in plane
 - Change in color
 - Change in texture or pattern
 - Windows
 - Columns, piers or equivalent element that subdivides the wall
 - Facades greater than 150 feet in length shall incorporate wall plane projections or recesses having a depth of at least 2% of the length of the facade and occupy at least 30% of the length of the facade.

- E. Building Entrances - Primary building entrances shall have clearly defined and provide shelter from the sun, wind, rain and snow, and include two (2) of the following:
 - a. Canopy, arcade or portico
 - b. Overhang or recess
 - c. Raised corniced parapet
 - d. Peaked roof or arch
 - e. Architectural detail such as columns, tile work, stone or moldings integrated into the building structure
 - f. Integral planters or wing walls and incorporate landscape areas and/or places for sitting
 - g. Special landscape or site feature
- F. Roof and Top Treatments
 - a. Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
 - b. The average parapet height may not exceed 15% of the supporting wall height.
 - c. Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
 - d. Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
 - e. Large sloped roofs must have variations in height or offsets to break up the large plane with a maximum 100 linear feet of one plane.
 - f. Larger roof elements, when used as an architectural expression are allowed on a case by case basis.
- G. Accessory Buildings
 - a. Shall be of the same character and materials as primary buildings.

3.30 WAREHOUSING & DISTRIBUTION

- A. These guidelines apply to warehousing and distribution uses, which typically have a comparatively high volume of truck traffic, multiple loading docks and large volume spaces for material or product storage. Indoor light manufacturing uses that possess these characteristics are also subject to these guidelines. The guidelines contain additional information on landscaping and how to design structures. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in Overall Development Guidelines and are supplemental to the requirements in this section.
- B. Landscaping
 - a. Exposed sections of building walls that are visible from public areas or high use areas on private property shall have planting beds at least six (6) feet wide along a minimum of 50% of the length of the wall. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. Exact locations and spacing may be adjusted at the option of the owner to support patterns of use, views, and circulation as long as the overall tree planting minimum requirement is met. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers described in Section 2 – Overall Development Guidelines.
- C. Architecture
 - a. Compatibility with Existing Development
 - b. Treat All Sides with similar materials
 - c. Materials and Colors
 - d. Primary facade and roof colors shall be a low reflectance and subtle, neutral or earthtoned color. Earth-tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, grays or charcoal color values.
 - e. Trim and accents of brighter colors, including primary colors, are allowed. Vivid colors are defined as bright colors, such as primary colors.
 - f. Preferred predominant facade materials include: glazing, brick, native or cultured stone, tinted and textured concrete masonry units, site cast tilt-up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color.
 - g. Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality ACM Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.

- h. Prohibited predominant materials are smooth-face concrete block, full ceramic walls and pre-fabricated uninsulated, non-textured, flat metal panels. These materials may be used as accent, but shall occupy no more than 30% of a facade. Glazing with reflectivity or opacity higher than 60% is strictly prohibited.
- i. Facades that face a street or public parking area shall not have a blank, uninterrupted length exceeding 100 feet without including at least two (2) of the following:
 - Change in plane
 - Change in color
 - Change in texture or pattern
 - Glazing
 - Columns, piers or equivalent element that subdivides the wall
- j. Publicly visible facades greater than 150 feet in length shall incorporate wall plane projections or recesses having a depth of at least 2% of the length of the façade and occupy at least 30% of the length of the facade.
- k. Building Entrances - Primary public entrances shall be defined and provide shelter from the sun, wind, rain and snow, and include one (1) of the following:
 - Canopy, arcade or portico
 - Overhang or recess
 - Raised corniced parapet
 - Peaked roof or arch
 - Architectural detail such as columns, tile work, stone or moldings integrated into the building structure
 - Integral planters or wing walls and incorporate landscaped areas and/or places for sitting

D. Roof and Top Treatments

- a. Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
- b. The average parapet height may not exceed 15% of the supporting wall height.
- c. Vary parapet and/or roof heights to add interest and consider the use of overhangs and cornice features for decorative interest.
- d. Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
- e. Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
- f. Large sloped roofs must have variations in height or offsets to break up the large plane with maximum 100 linear feet of one plane.
- g. Larger roof elements, when used as an architectural expression are allowed on a case by case basis.

E. Accessory Buildings

- a. Shall be of the same character and materials as primary buildings.
- b. No pre-engineered metal buildings.

3.31 SINGLE FAMILY RESIDENTIAL

3.31.1 Single Family Residential Site Design

- A. Strategic views of the mountains and other natural features shall be encouraged in the development.
- B. Minimum sizes are regulated for estate and single-family lots and houses. Patio homes and townhomes need not follow these regulations and will be reviewed on an individual basis by the DRC and JRC.

SINGLE FAMILY	<i>Livable space as defined by building code</i>
Min. Lot size	4,000 SF
Min. Ranch house	1,500 SF
Min. Two-story house	2,000 SF

- C. Pedestrian circulation should be continuous throughout the development and connect to adjacent attractions.
- D. Outdoor recreation opportunities for children and their parents should be provided.
- E. Entryways to the neighborhood should be emphasized with signage, fencing, walls and/or landscaped medians.
- F. Homes should be varied in location along lots to create variety along the street.
- G. Landscape plans shall be designed by a landscape design professional and shall include at least two (2) trees and four (4) shrubs planted on every lot containing a one-family dwelling. At least one (1) tree and four (4) shrubs will be planted in the front yard of non-corner lots. At least two (2) trees (one in the front yard and one in the side yard adjacent to the street) and four (4) shrubs (in the front or side yard adjacent to the street) will be planted on corner lots. Trees required in the adjacent right-of-way may not be used to meet this lot standard.
- H. Landscaping to be installed as soon as weather permits, but in any event no later than six (6) months after a home is certified for occupancy.
- I. Perimeter fencing shall be two-rail, post and dowel wood. "Mesh" type material will be allowed on the inside of the perimeter fencing. Other types of fencing may be allowed with DRC and JRC approval.
- J. Neighborhoods should have, at a minimum, six (6) foot privacy fencing along arterial and collector streets. Preferred arterial fence type is 1x6 cedar pickets with top and bottom rail and 36 inch masonry columns with pitched cap every 100 feet. Arterial fencing should noticeably deviate away from the straight fence line to create small landscaped "pockets". Opportunities include entryways, street corners or fencing that runs over 600 feet. These pockets may be located within easements to allow consistent irrigation and maintenance along with the arterial landscaping.
- K. Free-standing flag poles are not allowed. One wall-mounted bracket per home shall be allowed.
- L. All elevations are also subject to Town staff approval prior to permit.

3.31.2 RESIDENTIAL ARCHITECTURAL DESIGN STANDARDS

- A. General Conditions for Single Family Residents
 - a. Housing model variety is strongly encouraged and each housing model shall have at least three (3) characteristics which clearly and obviously distinguish it from other housing models. The characteristics shall include different floor plans, exterior elevations, exterior materials, roof lines, garage placement, and the placement of the footprint on the lot and/or building face.
 - b. To the extent feasible every front facade shall face the street and all units shall provide for a walk (hard surface) connection to the public walk system.
- B. Front Elevation
 - a. The front facade elevation shall consist of a mix of materials to provide an interesting and pleasing residential unit and streetscape.
 - b. The front facade shall include a minimum of 20% stone or brick. The garage door, front door and windows shall not be included in the calculation for percentage.
 - c. The color of all exterior materials will be subdued to blend with the colors of the natural landscape. Muted earth tones, primarily in hues of tan, brown, charcoal, or gray, or variations of blues, yellows, and greens are recommended. However, occasional accent colors used judiciously and with restraint may be permitted including white clad windows and entry doors or an accent color for the entry / front door may be used. A maximum of two colors each for the field and trim is encouraged. Light tones which unduly contrast with the surrounding landscape may be prohibited by the ARC.

C. Front Porches

- a. It is encouraged to provide a front porch or a well-defined entry for all residential homes.
- b. A front porch shall have a minimum depth of 4'-0" (as measured from the front facade to the posts, railings and spindles) and a minimum length of 4'-0".
- c. A front porch can intrude 4' into setback but must remain outside the utility easement.
- d. Posts and railings or a short "sitting wall" shall enclose all porches with a floor elevation more than 30 inches above finish grade.
- e. A well-defined front entry shall be a minimum of 4 feet wide and 4 feet deep. The width of the entry at its outer opening shall be a minimum of 2 feet wider than the width of the entry door, unless a Variance is approved under Section 1.9.

D. Garages

- a. If a three car garage is to be built, then one garage bay will be offset from the primary façade of the dwelling or a covered porch by at least two feet.
- b. With car garage doors that are visible as part of front building elevations, shall not comprise more than sixty five (65) percent of the ground floor street-facing linear building frontage. Corner lots are exempt from this condition. Three car garages may comprise a higher percentage.
- c. Each detached single family dwelling shall include an attached or detached two car garage and may include a larger garage up to three (3) cars only.
- d. Garage doors will be detailed with grids or panel patterns, and/or windows with decorative trim features. Garage colors will be complementary in color and design to the house exterior. Other ARC solutions to mitigate the impact of garage doors may be considered if approved by the ARC.
- e. Garage doors may be located on another side of the dwelling (side loaded) provided that the side of the garage facing the street has windows or other ARC features that mimic the features of the living portion of the dwelling.
- f. Tapering driveways at the street curb unless the driveway is of sufficient length to allow vehicles to park in the driveway without blocking access to other garage doors shall be discouraged.

E. Roofs

- a. Residences shall have exterior elevations, roofs, and details that are coordinated and consistent in their architectural treatment
- b. Multiple axis roof lines to reduce building scale and increase individuality and diversity shall be encouraged.
- c. Roof pitches of 5/12 shall be encouraged for the dominant roof surface, except where styles incorporate flat or lower pitched roof design as an expression of deliberate architectural appearance.
- d. Eave lines that vary vertically to improve visual quality and break up building mass shall be encouraged.
- e. High-profile/random asphalt shingles with a minimum of a 30 year life shall be used. Three (3) tab asphalt shingles are not allowed. Weather wood, or similar tone colors, or other complimentary shingle color for the paint scheme for the unit shall be used.
- f. Other roofing materials shall be approved on an individual case basis and may include, but is not limited to metal, concrete, tile or simulated fiberglass cedar shake shingle roofs in earth tones, shall be encouraged.
- g. Patios by Builders
- h. The builder shall provide each residence with a rear patio from the back door of the building.

3.32 Multi-Family Residential

A. Landscaping

- a. Exposed sections of building walls that are visible from public areas or high use areas on private property shall have planting beds at least six (6) feet wide along a minimum of 50% of the length of the wall. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. Exact locations and spacing may be adjusted at the option of the owner to support patterns of use, views, and circulation as long as the overall tree planting minimum requirement is met. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers described in Section 2 – Overall Development Guidelines.

B. Building Design

- a. Compatibility with Existing Development and Site Design - The design of new structures in or adjacent to existing developed areas shall be compatible with or complementary to the established architectural character of such areas. Compatibility may be achieved through techniques such as:
 - b. Repetition of roof lines.
 - c. Use of similar proportions in building mass and outdoor spaces.
 - d. Similar relationships to the street.
 - e. Similar windows and door patterns.
 - f. Building materials with similar colors and textures.
- g. Site design for flex uses should incorporate, where possible, central, common service/ loading areas.
- h. Treat all sides with similar materials.
- i. Multi-family building facades shall be articulated with porches, balconies, bays or other offsets.
- j. Accessory buildings should be similar in character and materials as primary buildings.
- k. All facades of a building shall have similar materials.

C. Materials and Colors

- a. Primary facade and roof colors shall have a low reflectance and be a subtle, neutral or Earth-toned color. Earth-tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, grays or charcoal color values.
- b. Trim and accents of brighter colors, including primary colors, are allowed. Vivid colors shall be used sparingly (3% or less of a façade). Vivid colors are defined as bright colors, such as primary colors.
- c. Preferred predominant facade materials include: glazing, brick, native or cultured stone, tinted and textured concrete masonry units, architectural precast concrete panels, site cast tilt-up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color. Cementitious siding
- d. Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality ACM Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.
- e. Prohibited predominant materials are smooth-face concrete block, full ceramic walls, and pre-fabricated uninsulated, non-textured, flat metal panels. These materials may be used as accent but shall occupy no more than 30% of a façade. Glazing with reflectivity or opacity higher than 60% is strictly prohibited.

D. Facades that face a street or parking area shall not have a blank, uninterrupted length exceeding 50 feet without including at least two (2) of the following:

- a. Change in plane.
- b. Change in color.
- c. Change in texture or pattern.
- d. Windows.
- e. Columns, piers or equivalent element that subdivides the wall.
- f. Facades greater than 150 feet in length shall incorporate wall plane projections or recesses having a depth of at least 2% of the length of the facade and occupy at least 20% of the length of the facade.

E. Building Entrances - Primary building entrances shall have clearly defined and provide shelter from the sun, wind, rain and snow, and include two (2) of

the following:

- a. Canopy, arcade or portico.
- b. Overhang or recess.
- c. Raised corniced parapet.
- d. Peaked roof or arch.
- e. Architectural detail such as columns, tile work, stone or moldings integrated into the building structure.
- f. Integral planters or wing walls and incorporate landscaped areas and/or places for sitting.
- g. Special landscape or site feature.

F. Roof and Top Treatments

- a. Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
- b. The average parapet height may not exceed 15% of the supporting wall height.
- c. Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
- d. Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
- e. Large sloped roofs must have variations in height or offsets to break up the large plane with a maximum 100 linear feet of one plane.
- f. Larger roof elements, when used as an architectural expression are allowed on a case by case basis.

G. Accessory Buildings

- a. Shall be of the same character and materials as primary buildings.

4.0 Definitions

Animated sign - A moving sign that utilizes motion, implied or actual, in a horizontal or vertical plane or both. The only animated type of signs that are permitted are "time and temperature" and "barber pole" signs.

ARC - Encore Architectural Design Review Committee

Awning - A temporary hood, cover or shelter which may be fixed or retractable, and which projects from the exterior wall of a building over a window, walk, door or similar building feature. An awning is often constructed of fabric, metal or glass and is not supported by the ground.

Berm - An undulation in terrain creating a new landform within a landscape to be utilized for wind protection, screening or a point of focal interest.

Buffer - The use of open space, architecture, or landscape materials to minimize the visual and/or noise impacts of development.

Building - Any structure used, designed or intended for the roofed shelter, enclosure or protection of persons, animals or property.

Canopy - A roof-like structure serving the purpose of protecting vehicles and/or pedestrians and which may be freestanding or attached to a building, is provided with supports, and is open on three (3) sides if attached and on all sides if freestanding.

Clinic, medical or dental - Offices organized as a unified facility to provide medical or dental treatment as contrasted with an unrelated group of such offices, but not including bed-patient care.

Convenient center - A small group of retail stores and service establishments which serve a local neighborhood, including, by way of example but not of limitation, a food store, drugstore, hardware store, barber shop, restaurant, shoe repair shop or laundromat.

Development - A single lot, parcel or tract of land or portions or combinations of lots, parcels or tracts of land which are held in single or common ownership and which exist as a distinct functional entity. Multi-use buildings and multiple building complexes which are held in singular or common ownership, either by individual, corporation, partnership or other legally recognized entity, shall be considered a development for the purpose of signage.

DRC - Encore Design Review Committee

Flashing sign - A sign that is illuminated with intermittent lighting, animated lighting or with varying intensities of light at intervals of fifteen (15) seconds or less, including a moving light or lights.

Flex - Flex space lends itself to a variety of uses. The building is designed for multiple tenants, divided in spaces running front to rear. Office space is located at the front of the building with warehouse space, typically accessed by delivery doors at the rear elevation of the building. The proportion of office vs. warehouse space in each tenant space is not determined until the user occupies the space. The space may subsequently be re-proportioned to accommodate the current occupant or a new occupant's changing needs. The space may include such uses as offices; retail and wholesale stores; warehousing, manufacturing, light industrial, or scientific research functions.

Freestanding sign - A sign that is permanent and self-supporting, being non-dependent upon support from a building or other structure, including signs placed upon fences or non-supporting walls.

General Warehousing - Establishments primarily engaged in operating merchandise warehousing and storage facilities, including mini-storage facilities. These establishments generally handle goods in containers, such as boxes, barrels, and/or drums, using equipment, such as forklifts, pallets, and racks. Warehousing facilities should be oriented away from public view and located adjacent to complementary uses.

Gross leasable area (G.L.A.) - The total floor area of commercial buildings, which floor area is designed for tenant occupancy and exclusive use, including basements, mezzanines and upper floors, if any; expressed in square feet and measured from the center line of joint partitions and from outside wall faces.

Heavy Industrial - Heavy industry typically involves large and heavy products or large and heavy equipment and facilities (such as heavy equipment, large machine tools, and large buildings); or complex or numerous processes. Because of those factors, heavy industry involves higher capital intensity than light industry.

Home occupations - In any district where home occupations are permitted as an accessory use, the establishment and continuance of a home occupation shall be subject to the following general requirements: use shall be conducted entirely within a dwelling and carried on principally by the inhabitants thereof; use shall be clearly incidental and secondary to the use of the dwelling for residential purposes and shall not change the residential character thereof; total area used for such purposes shall not exceed the equivalent of one-half (½) the floor area, in square feet, of the first floor of the user's dwelling unit; no advertising, display or other indications of home occupation on the premises; there shall not be conducted on the premises the business of selling stocks, supplies or products, provided that incidental retail sales may be made in connection with the permitted home occupations; no exterior storage on the premises of material used in the home occupation; no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line, as a result of the home occupation;

Home occupations examples: refer to Town Code at the time of application for allowable home occupation uses.

JRC - Johnstown Review Committee

Light Industrial - Light industrial shall mean uses engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including precessing, fabrication, assembly, treatment, packaging, incidental storage, sales or distribution of such products. Further, light industrial shall mean uses such as the manufacture of electronic instruments, preparation of food products, pharmaceutical manufacturing, research and scientific laboratories or the like. Light industrial shall not include uses such as mining and extracting industries, petrochemical industries, rubber refining, primary metal or related industries. In addition, all uses allowed in section 1.5.11 shall be included in the definition of light industrial

Lot - A single parcel of contiguous land occupied or intended to be occupied by such structures and uses as permitted, together with the open spaces required, and abutting on a public street or officially approved way.

Lot area - The area of contiguous land bounded by lot lines, exclusive of land provided for public thoroughfare.

Lot lines - The lines bounding a lot as defined herein.

Manufacturing - The processing of raw materials or parts into finished goods through the use of tools, human labor, machinery, and chemical processing. Manufacturing is a value-adding process allowing businesses to sell finished products at a higher cost over the value of the raw materials used

Mixed-Use - A Site or Building that incorporates more than one use. This could be a site that has both residential and non-residential on the same site or it could be the use of a structure that combines or integrates both residential and non-residential uses in the same structure/building.

Multi-family - Multifamily residential is a classification of housing where multiple separate housing units for residential inhabitants are contained within one building, with multiple buildings of the same classification are located on a single lot. Units can be next to each other, or stacked on top of each other and are for rent rather than owned by the residents.

Office - A type of land-use where the order of work is service related rather than production of goods or retail sales

Off-street parking space - The area on a lot designed to accommodate a parked motor vehicle as an accessory service to the use of lot and with adequate access thereto from the public street.

Offset/Setback - The horizontal distance between any structure and a lot line, other than a street right-of-way line.

Open space - The gross area of a lot or tract of land minus all streets, driveways, parking lots, and building areas, which is to be or has been landscaped or developed for use by the public or by the residents of the lot or tract of land for private, common or public enjoyment or recreational use.

Outdoor recreational facilities - Land and structure, along with accessory equipment, designed and utilized for leisure time activities of a predominantly "outdoor" nature and of more specific purpose than passive park-like open areas, and further classified as follows:

Public: Facilities owned and operated by a government agency for limited or general public use.

Private commercial: Facilities owned and operated by a group for profit as a business, whether or not open to general public use.

Private group: Facilities owned and operated by a group for the exclusive use of the members of such group and their guests and not for profit as a business.

Private residential: Facilities owned by an individual, located on the same lot or adjoining lot to his or her family and guests.

Overstory Street Canopy - Large, deciduous shade trees with high branch systems at maturity that are located within the public right-of-way between the edge of the street and the edge of private or common property or in street medians. Typically, these trees are located between the bike path or sidewalk and the street edge.

Passenger transportation terminals - Bus and rail depots, but not including airports, airstrips, and landing fields. Any such use shall be located not less than one hundred (100) feet from any residential district boundary

Private lodge or club - A structure or grounds used for regular or periodic meetings or gatherings of a group of persons organized for a nonprofit purpose, but not groups organized to render a service customarily carried on as a business.

Professional office - The office of a doctor, dentist, architect, landscape architect, engineer, lawyer or other similar recognized profession.

Retail store - A commercial establishment for the sale of material goods or commodities in relatively small quantities directly to the consumer.

Roof sign - A sign erected, constructed and maintained above the eaves and attached to the roof of a building. Roof signs are specifically prohibited.

Screen - To use landscape materials, walls, fencing, etc. to shield an area from view and to mitigate noise impacts.

Setback - The horizontal distance between any structure and the established street right-of-way line.

Sign - Any structure or part thereof or any device attached to a structure, or any other form of visual communication applied by paint, illumination, embossing or other technique to a structure for the purpose of directing, advertising, informing, warning or otherwise conveying information visually to the viewer.

Single-family - Is an independent residential structure that sits on its own land and is designed to be used as a single dwelling unit.

Single-family Attached - A dwelling unit on an individual lot attached to another dwelling unit on an adjoining lot (ie. duplex or townhome)

Stormwater Detention - Containment of controlled runoff temporarily for storage. Typically, the water is stored in a pond for a limited period of time.

Stormwater Retention - Containment of controlled runoff temporarily for storage. Typically, the water is stored in a pond for an extended period of time.

Structure - A combination of materials other than natural terrain or plant growth erected or constructed to form a shelter, enclosure, retainer, container, support, base, pavement or decoration. The word structure includes buildings. Exception: Not including fences six (6) feet or less in height.

Use, Accessory - A use subordinate to and customarily incident to the permitted principal use of the property or buildings and located upon the same lot as the principal use.

Use, Permitted - That utilization of land by occupancy, activity, building or other structure which is specifically enumerated as permissible by the regulations of the zoning district in which land is located.

Use, Principal - The main or primary use of property or structures as permitted on such lot by the regulations of the district in which it is located.

Xeriscape - An environmentally friendly landscape design approach where some or all of the following techniques are utilized: selecting low water demanding plants, grouping plants by their cultural needs, reducing turf areas, using turf types with low water requirements, using plants native to the region being designed, using mulches to cover soil and save moisture, irrigating by zoning plants together with similar water needs and by using efficient head layout and water distribution patterns, and performing regular maintenance to preserve the landscape and conserve water.



Town of Johnstown

PLANNING & ZONING COMMISSION AGENDA MEMORANDUM

ITEM:	Public Hearing for the Encore Outline Development Plan (ODP) and Design Guidelines Amendment 1
DESCRIPTION:	Proposed ODP and Design Guidelines Amendment for 310 acres
LOCATION:	Northeast corner of High Plains Blvd. (LCR3) and U.S. Highway 34
APPLICANT:	CaliberCos, Inc.
STAFF:	Justin Currie, Planner II
HEARING DATE:	October 27, 2021

EXECUTIVE SUMMARY

This project request is to modify and replace an existing 2015 ODP for the Encore Planned Unit Development with a mix of uses, on 310 acres at the northeast corner of Highway 34 and High Plains Blvd., northeast of the 2534 district.

PROCESS NOTES

An ODP is a high-level “master planning” document that provides guidance on land uses, some development standards if they deviate from typical town codes or regulations, and ensure overall feasibility of the proposed intensity and density of a development with a review of an initial traffic report, a master drainage plan, overall circulation plans, understanding of property encumbrances - all of which require further detail be forthcoming as future development plans are known and reviewed/approved by the Town.

This project will need additional review and hearings to review proposed subdivisions, roadway and utility designs, drainage and stormwater design, architecture and landscape design, and other development details.

ATTACHMENTS

- 1- Vicinity Map
- 2- Proposed Encore Outline Development Plan
- 3- Proposed Encore Design Guidelines
- 4- Existing Encore Land Use Plan

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PROPERTY DATA

Zoning / Land Use: PUD-MU – Encore ODP / Undeveloped
 Surrounding Zoning / Land Use:
 North: PUD-MU – Agricultural and Larimer County Rural Residential
 East: Larimer County Rural Residential
 South: PUD-MU – Iron Horse PUD
 West: Larimer County Rural Residential – Proposed Kinston Residential PUD (Loveland)
 Floodplain: No
 Oil & Gas: An existing oil well located in the northeast corner of the property to remain.

BACKGROUND & SUMMARY

Historically, the use of this property has been as an agricultural site used for farming. It was annexed into the Town of Johnstown in April of 2006 as the Miracle on 34 Annexation with a PUD-MU zoning designation by Ordinance Nos. 2006-0027836, 2006-0027837, and 2006-0027838. The ODP land use and traffic pattern were updated in September 2014 and the commercial and residential design guidelines were updated in June 2015 with the current “Encore” PUD project name.

Surrounding land uses are primarily agricultural. Properties to the south and southwest are developed, or developing, as commercial, industrial and high density residential.

The applicant, CaliberCos, Inc., is requesting approval of the revised Encore Outline Development Plan and Design Guidelines for 310 acres located on the northeast corner of High Plains Blvd.(LCR3) and US Highway 34. The intent of this ODP amendment is primarily to update the existing land use and traffic pattern. In addition, the design guidelines have been updated to better reflect the current development opportunities within the Town and this property. The proposed amendment will set land use regulations and design/development standards for the property, and will supercede the previous ODP and design guidelines.

SUBMITTAL AND REFERRALS

Based upon the changes proposed, this amended ODP included the proposed ODP plan set, as well as the updated design guidelines.

The project was referred to and reviewed by:

- Public Works Department
- FHU (Town Traffic Engineer)
- IMEG (Town Engineer)
- Loveland Fire and Rescue
- CDOT
- City of Loveland
- City of Greeley
- Town of Windsor
- Larimer County
- Weld County
- Thompson School District
- LTWD
- Greeley & Loveland Irrigation Company
- Big Thompson Conservation District
- No Colorado Water Conservation Dist

Staff has been actively involved in on-going conversations with Loveland and the developers of Kinston (McWhinney) as well as CDOT in reference to potential and solutions for access along US 34.

STAFF ANALYSIS

The zoning for the property is PUD-MU, which was assigned at each property's annexation via ODP. The site consists of commercial and multifamily development along the Highway 34 corridor. This is intended to complement and enhance Johnstown's current development along Highway 34 as well as provide a distinctive new development to the Town. This higher intensity development will occur between the Highway and the existing irrigation canal (GLIC) which bisects the site. North of the canal the development will adjust to predominantly residential, mixed use, light industrial, commercial and educational uses. There is intended to be a community green space along the canal where outdoor recreation and storm water facilities will be placed.

The proposed Encore ODP amendment request maintains the PUD-MU zoning; however, amending the ODP will provide development options that fit the current and projected economic trends. The PUD will allow for a variety of uses to be in proximity to each other creating a unique live/work environment with a variety of residential, retail, commercial, industrial and education uses.

Land Use. Anticipated single family and single family attached residential densities are specified for Parcel D (109 AC) as 4-6 DU/AC, result in a unit count range for this single-family area from 436 to 654 total. Densities within a parcel/phase may increase, but may not exceed 9 DU/AC and will be further determined during the platting and detailed development review process. This would permit some areas within Parcel D to have larger lots, while others may provide sections for townhomes or paired homes. The minimum lot size for single-family detached housing would be 4,000 sq. ft. and 1,300 sq. ft. for single-family attached housing. Most other parcels within the ODP indicate that multi-family is a permitted use. No specific densities are indicated for multi-family, though standard site planning (parking, open space, a clubhouse, etc) tend to result in maximum densities of 20-24 units/acre, similar to the Johnstown Plaza Apartments being constructed south of Ronald Reagan Blvd.

PARCEL	APPROX. GROSS AREA (SF)	APPROX. GROSS AREA (AC)	ANTICIPATED USES	BUILDING HEIGHT
PARCEL A	548,862	12.60	RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL B	2,283,096	52.41	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL C	929,217	21.33	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL D	4,753,994	109.14	RESIDENTIAL & OPEN SPACE	35' MAX.
PARCEL E	245,445	5.63	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	65' MAX. (150' WITH SPECIAL REVIEW)
PARCEL F	1,181,851	27.13	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL G	1,670,385	38.35	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL H	593,771	13.63	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
OPEN SPACE	869,022	19.95		
WELL PARCELS	456,508	10.48		
TOTAL	13532151	310.66		

Thirty-percent (30%) open space will be required for all single-family residential development and 15% open space for multifamily development. All other uses including commercial, retail, office, light industrial, flex and family entertainment will be required to include 15% open space. Ten percent of residential areas will be required for park space and available to all persons regardless of residence within

the Encore development. The table above indicates an Open Space parcel of nearly 20 acres that helps to fulfill this 10% requirement (JMC §17-51a) for the non-residential areas of the site.

An administrative variance request was approved by Town Staff to modify our 2-lane Major Residential/Business Collector Street section (see attached). Staff has requested that bike lanes and bike lane connectivity be addressed and the applicant proposed adding 4-foot bike lanes on each side of the right-of-way which are currently not included in the Town standards. To accommodate this the following changes were made:

- Tree lawn area was reduced by 3 ft. on each side. Went from 12' 6" to 9' 6"
- The two-way left turn lane was reduced by 2 ft. from 16 ft. to 14 ft.

Town Staff including the Public Works Department and Town Engineer approved this variance.

INFRASTRUCTURE

There currently is existing water and waste water infrastructure adjacent to the site and staff believes, based on review of submitted documents and reports, that there is adequate capacity for the uses and densities being proposed within this ODP. Utility plans, grading plans, and circulation plans are fairly conceptual in nature at this ODP level, and will be more fully developed with continuation through the Town development review process.

CONCERNS

The only outstanding concern of Staff is that there remain a sufficiently balanced mix of land uses throughout this ODP area. The parcels adjacent to US 34 are high-visibility, high-value commercial areas for the Town, and we want to ensure an appropriate non-residential mix of uses occurs within this key PUD. Parcel D is intended for residential and represents 35% of the total land area at 109 AC. And it's likely additional residential may occur, especially north of the canal. Staff would propose a condition that a statement be added to ODP Sheet 2 that states something to the effect that, "Parcels F, G, and H may utilize no more than 15% of cumulative remaining acreage (approx. 12 AC), for residential uses. Developments incorporating mixed-use buildings (retail below/housing above) are exempt from this requirement." That acreage is sufficient to provide space for higher-density multi-unit complexes while ensuring the remaining land is utilized appropriately for non-residential uses.

This has been discussed with the Applicant and they are in agreement with this being added to the final ODP set that will proceed to Council. Staff will work with them in the next week to get these revised.

NOTICE

Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, October 7, 2021. 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 500 feet of the property in question. This notice included a map of the proposed annexation and zoning.

As of the date of this staff report, staff has received no comments from neighboring property owners or the public.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Findings:

1. The proposed ODP amendment is in agreement with the current Johnstown Area Comprehensive Plan (2006) and its Future Land Use Map.
2. The proposed ODP amendment appears serviceable by Town systems, services, and utilities, with required improvements that will be reflected in future development and construction plans.
3. The proposed ODP amendment is in compliance with all Town codes, regulations, and standards and specifications.

Recommended Motion

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that The Encore ODP Amendment 1 furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council **Approval** of The Encore ODP Amendment 1 based upon the findings as stated in this staff report, with the following condition:

1. A statement be added to ODP Sheet 2, prior to hearing with the Town Council, that states something to the effect that, "Parcels F, G, and H may utilize no more than 15% of cumulative remaining acreage (approx. 12 AC), for residential uses. Developments incorporating mixed-use buildings (retail below/housing above) are exempt from this requirement."

Alternate Motions

- A. Motion to Approve with no Conditions: "I move that the Commission recommend to Town Council approval of The Encore ODP Amendment 1 as presented"
- B. Motion to Deny: "I move that the Commission recommend to the Town Council denial of The Encore ODP based upon the following findings..."

Planner:



Justin Currie
Planner II

Reviewed by:



Kim Meyer
Planning & Development Director



Town of Johnstown

OUTSIDE AGENCY REFERRAL

DATE: April 26, 2021

TO: ☐ Mead ☐ Milliken ☐ Berthoud ☒ Loveland ☒ Greeley ☒ Windsor
☒ Larimer Co ☒ Weld Co ☐ Aims CC ☒ CDOT ☐ CPW ☐ TRPR
☐ Weld RE-5J ☒ TSD ☒ LTWD ☒ NC Conserv. ☐ BT Conserv. ☒ GLIC

FROM: Darryll Wolnik, *Planner II*
dwolnik@TownofJohnstown.com

Applicant: Russ Lee, Ripley Design, for Caliber Co

Project: *Encore PUD/ODP*

Location: *Parcel #s 8512000005, 8512300011, 8512300010, 8512300001, 8512400001, 8512400003, & 8512400002*

Description: ODP/PUD

Reply by: *Friday, May 14, 2021*

This referral is submitted for your comments due to the proximity of the project to your municipal boundaries or GMA, or it otherwise affects your agency or its mission.

If additional documentation is needed to complete a review, please email me at the address above.

☐ NO Comments.

☐ Comments (attach additional sheets if needed):

By: _____ Date: _____

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Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 15, 2021

SUBJECT: Whitehall Subdivision - Final Plat

ACTION PROPOSED: Consider Resolution 2021-44 Approving the Whitehall Subdivision Final Plat

ATTACHMENTS:

1. Resolution 2021-44
2. Vicinity Map
3. Proposed Whitehall Subdivision Plat
4. PZC Staff Report (10/13/21)

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Applicant, Sauer Whitehall, LLC and Sauer Phantom 5, LLC, is requesting final subdivision approval of approximately 240 acres located on the west side of Colorado Blvd, north of Weld CR 46. (Attachment 1) The parcel is currently begin considered for annexation and zoning to PUD-MU as the “Whitehall Annexaiton,” Ordinances 2021-209 and -210.

The proposed subdivision plat (Attachment 3) includes Lot 1, a ±63-acre lot intended for transfer to the Weld County RE5-J School District for the new Roosevelt High School, as well as several large “Tracts” that will be resubdivided and proposed for more detailed development in the future. Right of way and utility easements are also included in this large-scale plat.

While full construction drawings and development plans/reports were not submitted with this subdivision, as would be typical, a development agreement and construction drawings and plans for required improvements for the school site is in process with the Town, and a standard agreement template has been prepared for the Applicant to sign, that ensures that future development within this subdivision will provide all necessary documents, plans, and reports for construction of all future improvements to the property. Additonally, notes have been placed on the plat that indicate resubdivision is required for the tracts to develop, as well as noting the need for additional dedications for public rights-of-way to meet town standards.

The Planning & Zoning Commission held a public hearing on October 13, 2021; no public comments or concerns were forthcoming. The Commission voted unanimously to recommend approval of the Final

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Subdivision plat to the Town Council, with the findings and conditions that are contained in the attached staff report (Attachment 4) and reiterated in substance in the proposed Resolution 2021-44 (Attachment 1).

A Development Agreement for this Subdivision is pending and will be brought to Council for approval of terms. A separate agreement is also being pursued directly with the school district relative to the improvements needed for the high school site.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2021-44 approving Whitehall Subdivision Final Plat with conditions.

SUGGESTED MOTIONS:

For Approval: Based on findings and analysis presented at this hearing, I move to approve Resolution 2021-44 Approving Whitehall Subdivision Final Plat with conditions as stated within that resolution.

For Denial: Based on information presented in this hearing, I move to deny Resolution 2021-44 as presented

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2021-44**

APPROVING THE FINAL SUBDIVISION PLAT FOR WHITEHALL SUBDIVISION FILING NO. 1, LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 240.054 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, Sauer Whitehall, LLC, a Colorado limited liability company, and Sauer Phantom 5, LLC, a Colorado limited liability company (collectively, “Applicant”), submitted an application to the Town for approval of a Final Subdivision Plat for Whitehall Subdivision Filing No. 1, located in the East Half of the Southwest Quarter and Southeast Quarter of Section 12, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 240.054 acres; and

WHEREAS, on October 13, 2021, the Planning and Zoning Commission held a public hearing and recommended approval of the Final Subdivision Plat for Whitehall Subdivision Filing No. 1, with conditions; and

WHEREAS, on November 15, 2021, the Town Council held a public hearing concerning approval of the Final Subdivision Plat for Whitehall Subdivision Filing No. 1, and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Final Subdivision Plat for Whitehall Subdivision Filing No. 1, satisfies the data requirements, design standards and required improvements contained in the Johnstown Municipal Code, including the regulations contained in Chapters 16 and 17; and

WHEREAS, based on the foregoing, Town Council desires to approve the Final Subdivision Plat for Whitehall Subdivision Filing No. 1, with conditions.

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

Section 1. Final Subdivision Plat Approval: The Final Subdivision Plat for Whitehall Subdivision Filing No. 1, located in the East Half of the Southwest Quarter and Southeast Quarter of Section 12, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 240.054 acres, attached as Exhibit A, is hereby approved, subject to the conditions set forth in Section 2.

Section 2. Conditions of Approval: The Final Subdivision Plat for Whitehall Subdivision Filing No. 1 is approved subject to the following conditions, which conditions shall bind the Applicant and any subsequent owner or developer of the Property:

1. Prior to construction of any public or private improvements, Town approval of all required plans, reports and permits shall be obtained;
2. The Town and the Applicant shall execute a Subdivision Development and Improvement Agreement prior to recordation of the Final Subdivision Plat;
3. At the discretion of Town staff, each developer of any portion of the Property shall be obligated to execute an amendment to the Subdivision Development and Improvement Agreement with the Town describing, among other matters, the public and private improvements and the obligations associated therewith with respect to such portion of the Property; and
4. Each developer of any portion of the Property shall execute a Water and Sewer Service Agreement with the Town related to such portion of the Property.

Section 3. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Final Subdivision Plat for Whitehall Subdivision Filing No. 1, and, once the second condition of approval is met, record the Final Subdivision Plat as provided herein at the Office of the Weld County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of November, 2021.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

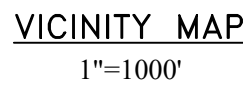
VICINITY MAP – WHITEHALL SUBDIVISION



EAST HALF OF SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 12,
TOWNSHIP 4 NORTH, RANGE 68 WEST, 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

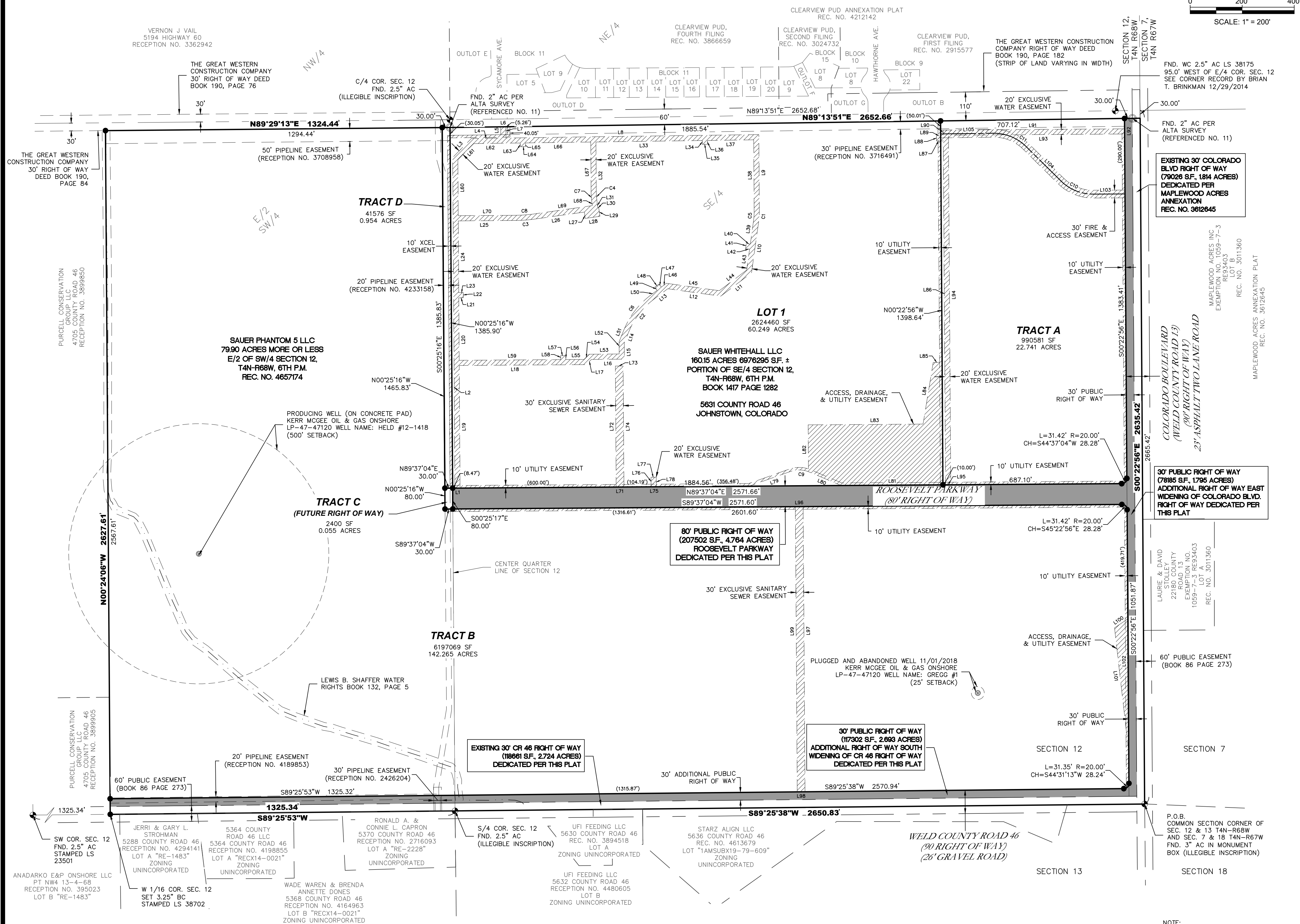
1. SURVEY DATUM ALL BEARINGS, DISTANCES, AND ELEVATIONS BASED ON COLORADO STATE PLANES COORDINATE SYSTEM, NORTH ZONE, NAD83, US FOOT, AS DERIVED BY OPUS SOLUTION OF GPS STATIC SESSION PERFORMED DECEMBER 28, 2020.
2. BEARINGS OF THIS SURVEY ARE BASED ON THE SOUTHERN LINE OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 68 WEST, MARKED BY A FOUND 3" ALUMINUM CAP FOR SOUTHWEST CORNER AND FOUND 2.5" ALUMINUM CAP FOR SOUTHWEST QUARTER CORNER SAID SECTION, BEING SOUTH 89°25'38" WEST AS DETERMINED AS DESCRIBED GPS STATIC SESSION IN NOTE 1.
3. FLOOD ZONE X PER FIRM FLOOD MAP NUMBER: 08123C16080E, EFFECTIVE ON 1/20/2016.
4. ALL EXCLUSIVE SANITARY & WATER EASEMENTS ARE DEDICATED TO THE TOWN OF JOHNSTOWN, DRY UTILITIES MAY CROSS PERPENDICULAR TO EASEMENTS.
5. TRACTS A, B, AND D ARE NON-BUILDABLE; AND REQUIRE REPLACING PRIOR TO DEVELOPMENT.
6. PUBLIC RIGHT OF WAYS DEDICATION FOR TRACTS A, B, AND C SHALL BE REQUIRED TO MEET TOWN STANDARDS FOR FUTURE DEVELOPMENT.
7. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF CERTIFICATE SHOWN HEREON (13-80-105 C.R.S.).
8. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY COFFEY ENGINEERING AND SURVEYING, TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EXISTING EASEMENTS, RIGHTS OF WAY AND TITLE OF RECORDS PROVIDED BY OLD REPUBLIC NATIONAL TITLE COMPANY POLICY NUMBER PIB24182389.3357013, DATED 2/18/2021, AND POLICY NUMBER PIB25182388.3356834, DATED 2/18/2021, AND STEWART TITLE GUARANTY COMPANY, ORDER NUMBER 1045775, DATED 11/20/2020.

7. RECORDED EXEMPTION NO. 1059-7-3-RE93403
RECEPTION NO. 3011360
8. SPECIAL WARRANTY DEED
RECEPTION NO. 3899850
9. SPECIAL WARRANTY DEED
RECEPTION NO. 3899905
10. QUITCLAIM DEED
RECEPTION NO. 3362942
11. ALTA/NSPS SURVEY FOR SAUER WHITEHALL LLC, BY
COFFEY ENGINEERING AND SURVEYING DATED 4/14/21,
SIGNED BY BENJAMIN K. FONTENOT LS NO. 38702.



WHITEHALL SUBDIVISION FILING NO. 1

EAST HALF OF SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 12,
TOWNSHIP 4 NORTH, RANGE 68 WEST, 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



LEGEND:

- FOUND SECTION MONUMENT - AS DESCRIBED
- FOUND #5 REBAR & 2" ALUM. CAP, LS 38702, OR AS SHOWN
- SET #5 REBAR & 2" ALUM. CAP, LS 38702, OR AS SHOWN
- ALUMINUM CAP
- BRASS CAP
- WELL - AS NOTED
- EASEMENT LINE - AS DESCRIBED
- PARCEL LINE
- RIGHT-OF-WAY - AS DESCRIBED
- ADJACENT PROPERTY LINE
- PROPOSED EASEMENT - AS DESCRIBED
- PUBLIC RIGHT OF WAY DEDICATED PER THIS PLAT

EASEMENT LINE DATA		
LINE #	BEARING	LENGTH
L103	S89°37'04"W	121.93'
L104	N45°22'56"W	189.61'
L105	S89°13'52"W	202.43'

EASEMENT CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CH. BEARING
C10	45°00'00"	175.00'	137.44'	N67°52'56"W
C11	45°23'17"	175.00'	138.63'	N68°04'34"W

METES AND BOUNDS LEGAL DESCRIPTION:

A 240.054 Acre Tract of land being the property of Sauer Phantom 5 LLC a 79.90 Acre parcel, portion of the East Half of the Southwest Quarter (E/2 of the SW/4), Section 12, Township 4 North, Range 67 West, 6th P.M., Weld County, Colorado, as described in Reception No. 4657174, and the property of Sauer Whitehall, LLC, a 160.15 Acres parcel, portion of the Southeast Quarter (SE/4), Section 12, Township 4 North, Range 67 West, as described in book 1417, page 1282, being more particularly described by metes and bounds as follows:

Beginning at the Southeast Corner of said section 12, the Southeast corner of said Sauer Whitehall, LLC property, being marked by a found 3" aluminum cap in a monument box (illegible inscription), located in the center of the intersection of Colorado Boulevard/County Road 13 and County Road 46, being the Point of Beginning of herein described tract;

Thence South 89°25'38" West, along the Southern line the Southeast Quarter of said section 12, basis of bearing of survey and herein description and approximate center line of County Road 46, 2650.83 feet to the South Quarter Corner of section 12, the common corner of said Sauer Whitehall LLC, and Sauer Phantom 5 LLC property, being marked by a found 2.5" aluminum cap (illegible inscription) for an angle point of herein described tract;

Thence South 89°25'53" West, along Southern line of the Southwest Quarter of said section 12, and approximate center line of County Road 46, 1325.34 feet to the West Sixteenth Corner, Southwest corner of said Sauer Phantom 5 LLC property, being marked by a set 2" aluminum cap stamped "PLS 38702", for a corner being the Southwest corner of herein described tract, and from which the Southwest corner of said section 12, bears South 89°25'53" West, 1325.34 feet, being marked by a found 2.5" aluminum cap stamped "LS 23501";

Thence North 00°24'06" West, along the Western line of the East Half of Southwest Quarter (E/2 of SW/4) of said section 12, 2627.61 feet to the Northwest corner of the said Sauer Phantom 5 LLC property, marked by a set 2" aluminum cap stamped "PLS 38702", the Northwest corner of herein described tract;

Thence North 89°29'13" East, 1324.44 feet to a point on the Center Quarter line of said section 12, and the common corner of said Sauer Whitehall LLC, and Sauer Phantom 5 LLC property, marked by a found 2" aluminum cap stamped "PLS 38702", for an angle point of herein described tract, and from which the said North Quarter corner of section 12, bears North 00°25'16" West, 30.01 feet;

Thence North 89°13'51" East, 2652.66 feet to a point on the Eastern line of said section 12, the Northeast corner of said Sauer Whitehall LLC property, and also being the Northeast corner of herein described tract; from which a found 2" aluminum cap stamped "PLS 38702", on western right of way line of Colorado Boulevard/County Road 13 for an offset monument bears, South 89°13'51" West, 30.00 feet,

Thence South 00°22'56" East, along the Eastern line of said section 12, and approximate center line of Colorado Boulevard/County Road 13, 2635.42 feet to the Southeast corner of said section 12, the Point of Beginning of herein described tract, all totaling in 240.054 Acres more or less.

UTILITY EASEMENTS LINE AND CURVE DATA

EASEMENT LINE DATA			EASEMENT LINE DATA			EASEMENT LINE DATA		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	S89°37'04"W	20.00'	L35	N89°37'04"E	20.00'	L69	S81°54'26"W	229.35'
L2	N00°22'56"W	1270.57'	L36	N00°22'56"W	14.61'	L70	S89°37'04"W	222.56'
L3	N44°37'04"E	103.00'	L37	N89°13'47"E	177.53'	L71	S89°37'04"W	30.00'
L4	N89°13'47"E	112.69'	L38	S00°22'56"E	271.86'	L72	N00°22'56"W	465.00'
L5	N00°22'56"W	43.05'	L39	S07°54'25"W	87.82'	L73	S89°37'04"E	30.00'
L6	N89°13'52"E	20.00'	L40	N82°05'35"W	15.60'	L74	S00°22'56"E	465.00'
L7	S00°22'56"E	43.05'	L41	S07°54'25"W	20.00'	L75	S89°37'04"W	20.00'
L8	N89°13'47"E	971.95'	L42	S82°05'35"E	15.60'	L76	N00°22'56"W	37.00'
L9	S00°22'56"E	291.99'	L43	S07°54'25"W	80.50'	L77	N89°37'04"E	20.00'
L10	S07°54'25"W	196.61'	L44	S52°54'25"W	131.72'	L78	S00°22'56"E	37.00'
L11	S52°54'25"W	148.28'	L45	N82°05'35"W	205.85'	L79	N70°26'58"E	168.73'
L12	N82°05'35"W	205.85'	L46	S52°54'25"W	24.17'	L80	S67°01'24"E	128.67'
L13	S52°54'25"W	69.56'	L47	N37°05'35"W	15.00'	L81	N89°37'04"E	390.98'
L14	S22°07'04"W	46.94'	L48	S52°54'25"W	20.00'	L82	N00°22'56"W	169.20'
L15	S00°22'56"E	63.01'	L49	S37°05'35"E	15.00'	L83	N89°37'04"E	441.66'
L16	S89°37'04"W	126.90'	L50	S52°54'25"W	33.67'	L84	N09°22'28"E	240.41'
L17	S44°37'04"W	28.28'	L51	S22°07'04"W	50.92'	L85	N89°37'04"E	24.25'
L18	S89°37'04"W	488.09'	L52	S00°22'56"E	46.99'	L86	N00°22'56"W	1321.59'
L19	S00°22'56"E	471.22'	L53	S89°37'04"W	115.19'	L87	S89°37'04"W	25.88'
L20	N00°22'56"W	240.00'	L54	S44°37'04"W	28.28'	L88	N00°22'56"W	20.00'
L21	N89°37'04"E	17.43'	L55	S89°37'04"W	69.81'	L89	N89°37'04"E	25.88'
L22	N00°22'56"W	20.00'	L56	N00°22'56"W	15.30'	L90	N00°22'56"W	22.04'
L23	S89°37'04"W	17.43'	L57	S89°37'04"W	20.00'	L91	N89°37'04"E	697.10'
L24	N00°22'56"W	275.68'	L58	S00°22'56"E	15.30'	L92	S00°22'56"E	20.00'
L25	N89°37'04"E	222.56'	L59	S89°37'04"W	390.00'	L93	S89°37'04"W	677.10'
L26	N81°56'42"E	195.65'	L60	N00°22'56"W	215.40'	L94	S00°22'56"E	1343.64'
L27	S08°05'34"E	24.70'	L61	N44°37'04"E	86.51'	L95	S89°37'04"W	20.00'
L28	N81°54'26"E	56.95'	L62	N89°13'47"E	179.07'	L96	N89°37'04"E	30.00'
L29	N08°05'34"W	33.50'	L63	S00°22'56"E	14.43'	L97	S00°22'56"E	1095.84'
L30	S81°54'26"W	3.25'	L64	N89°37'04"E	20.00'	L98	S89°25'22"W	30.00'
L31	N08°05'34"W	22.57'	L65	N00°22'56"W	14.57'	L99	N00°22'56"W	1095.94'
L32	N00°22'56"W	191.82'	L66	N89°13'47"E	251.03'	L100	S55°52'04"W	61.88'
L33	N89°13'47"E	408.65'	L67	S00°22'56"E	191.68'	L101	S06°33'22"E	478.41'
L34	S00°22'56"E	14.48'	L68	S08°05'34"E	11.24'	L102	N00°22'56"W	510.01'

P.O.B.
COMMON SECTION CORNER OF
SEC. 12 & 13 T4N-R68W
AND SEC. 7 & 18 T4N-R67W
FND. 3" AC IN MONUMENT
BOX (ILLEGIBLE INSCRIPTION)

NOTE:
ALL DIMENSIONS IN PARENTHESIS ARE
EASEMENTS TIES TO THE NEAREST LOT
LINE OR EASEMENT LINE.

EASEMENT CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CH. BEARING
C1	81°7'21"	310.00'	44.85'	S03°45'45"W
C2	30°47'21"	290.00'	155.84'	S37°30'45"W
C3	7°42'39"	510.00'	68.63'	N85°45'45"E
C4	7°42'39"	290.00'	39.03'	N04°14'15"W
C5	81°7'21"	290.00'	41.96'	S03°45'45"W
C6	30°47'21"	310.00'	166.59'	S37°30'45"W
C7	7°42'39"	310.00'	41.72'	S04°14'15"E
C8	7°42'39"	490.00'	65.94'	S85°45'45"W
C9	44°51'32"	101.00'	79.08'	S87°07'16"E

Benjamin K. Fontenot
BENJAMIN K. FONTENOT
REGISTERED SURVEYOR: BENJAMIN K. FONTENOT, LS
STATE OF: COLORADO
REGISTRATION NUMBER: 38702

WHITEHALL SUBDIVISION FILING NO. 1

E/2 SW/4 & SE/4 SEC. 12, T4N-R68W, 6TH P.M.
WELD COUNTY, COLORADO

COFFEY
ENGINEERING & SURVEYING
4045 St. Louis Dr., Littleton, CO 80120
(303) 979-6229

Sheet:
2 / 2



Town of Johnstown

PLANNING & ZONING COMMISSION STAFF ANALYSIS REPORT

ITEM:	Public Hearing and Consideration of Final Subdivision Plat of Whitehall Subdivision
DESCRIPTION:	Proposed initial, large-tract subdivision to establish lots for future development and dedicate rights-of-way and easements. Creates one buildable lot and four tracts for future resubdivision.
LOCATION:	North of Weld CR 46 and East of Colorado Blvd.
APPLICANT:	Sauer Whitehall, LLC and Sauer Phantom 5, LLC
STAFF:	Kim Meyer, Director
HEARING DATE:	October 13, 2021

ATTACHMENTS

1. Vicinity Map
2. Final Plat

PROJECT SUMMARY

The Applicant is requesting consideration of a Final Subdivision Plat encompassing 240.054 acres that is being concurrently considered by the Town for Annexation and Establishment of Zoning (Whitehall Annexation). Proposed is a single buildable Lot – Lot 1, and multiple Tracts intended for future development and resubdivision, in addition to the full right-of-way dedications required along Colorado Blvd., CR 46, and the proposed Roosevelt Parkway. Roosevelt Parkway is designed and sited to align with the proposed collector street intersecting Colorado Blvd from future phases of The Granary.

Additional features on the subdivision plat illustrate existing and proposed easements for future utility locations, based upon development plans being administratively-reviewed currently for the new Roosevelt High School planned for Lot 1. With these development plans are interim improvements to Colorado Blvd to accommodate turn lanes and other roadway improvements to accommodate the traffic generated by the proposed high school.

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Access to Lot 1 will be via Roosevelt Parkway and a 30-foot fire and access easement connecting the northeast corner of that lot out to Colorado Boulevard. No connections to the north into Clearview Subdivision are planned or expected. Additional public streets and street connections within the Tracts is anticipated, as uses and specific development plans are further known.

Zoning: The pending zoning request is for PUD-MU (Mixed Use).

ADJACENT ZONING & LAND USE

North	SF-1 and Weld Co. 'A': Ag/Undeveloped and Clearview Subdivision
East	PUD-MU – The Granary PUD SF Residential (under development review)
South	Weld Co. 'A' – Existing rural residences and ag properties
West	Weld Co. 'A' – Ag/Undeveloped

PROPERTY LAND USE HISTORY

This property has historically been agricultural use, in Weld County.

Annexation and Zoning ordinances (ORD 2021-209 & -210) for the site are pending approval by Town Council on 2nd reading on October 18, 2021. Final approvals of this subdivision are contingent upon annexation into Johnstown. Additionally, an Outline Development Plan (ODP) to further define development standards and uses in the proposed Planned Unit Development has been submitted for development review recently.

PUBLIC NOTICE

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze, on Thursday, September 23, 2021. 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 500 feet of the property in question. This notice included a vicinity map and the proposed subdivision map. No neighborhood meeting was required. NO public comments have been received by Staff as of the date of publication of this report.

STAFF ANALYSIS

Comprehensive Plan Review

GOAL CF 1. New development achieves the community's goals and is consistent with the Town's vision.

- Staff believes this subdivision accomplishes this goal, allowing for a contiguous, and more compact pattern of growth, as well as a mix of uses to create more complete neighborhoods.

GOAL MC 2. An adequate, efficient, safe and comprehensive transportation system integrating all modes of transportation.

- Dedication of additional right of way for major arterials and a future-connected collector assist the Town in achieving a better overall transportation system.

This subdivision creates the opportunity for the owners and the school district to move forward with the new high school on Lot 1, obtains all the significant ROW for the major arterials along the boundaries, and creates the opportunity for future development. The Tracts will need to be resubdivided prior to

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development, ensuring that the Town retains the ability to fully review proposed developments, construction drawings, traffic or utility impacts, and make future determinations on required improvements based on development plans, once more detail is known.

This “super-plat” (large tract) subdivision is being processed without submittal of full construction drawings, with the understanding that future development plans, subdivisions, and any construction or development will require additional town review and approval of all development and engineering reports, plans, construction drawings, and other plans for public and private improvements prior to construction of improvements or structures.

While not in strict conformance with code requirements that require submittal of engineering reports and development plans with plats, the ability to proceed to platting without full plans and “CD’s” in place is accommodated elsewhere, in Staff’s interpretation, by [JMC §17-111](#) requiring that an agreement be in place that requires all necessary improvements, in conformance with Town design standards and other applicable codes and regulations, and which plans/reports have been reviewed and approved by the Town.

Staff recognizes that, on large properties with potentially long-term development plans that may not yet be known, this type of platting can be utilized as a reasonable and flexible approach to how the market functions, and can even permit some early “anchor” uses to kick off in advance of full plans for the remainder of the master planned area. Utilizing this option allows known uses/users to move forward, creates larger tracts for sale to other specialty developers (i.e., shopping center, multi-family, senior housing), while securing right-of-way, utility easements, and other up-front needs of the Town and community to ensure logical and efficient build-out as the area develops. Staff believes that this approach fulfills the spirit and intent of the Code.

Staff has no outstanding concerns and believes this subdivision will promote the Town’s goals of efficient development patterns and extension of infrastructure.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Recommended Findings

It is recommended that Planning and Zoning Commission send a recommendation for Approval with Conditions to Town Council that the requested subdivision of Whitehall Subdivision be approved based upon the following findings:

1. The proposed subdivision is consistent with the Town of Johnstown Comprehensive Plan.
2. The proposed subdivision is in substantial compliance with the Town’s codes, regulations, and requirements.
3. The proposed subdivision will allow a more flexible approach to development of the large acreage, while meeting the needs of the community as it develops.

Recommended Motion

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that the request for the final subdivision plat for Whitehall Subdivision furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council Approval with Conditions of the Whitehall Subdivision based upon the findings as stated above, and the following conditions:

1. Prior to construction of any public or private development improvements, Town-approval of all required plans, reports, and permits shall be obtained.
2. A development agreement shall be entered into with the Town that states and clarifies developer obligations, and may be amended with more complete development details and special provisions as those become known through subsequent development review. This agreement will be recorded with the plat.

Alternate Motion

- Motion to Deny: "I move that the Commission recommend to the Town Council Denial of the Whitehall Subdivision final plat based upon the following findings..."

Planner:



Kim Meyer, Planning & Development Director



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 15, 2021

SUBJECT: Johnstown Village, Filing 2 Preliminary Subdivision Plat and Preliminary Development Plan

ACTION PROPOSED: Consider Resolution 2021-45 Approving the Johnstown Village, Filing 2 Preliminary Plat and Preliminary Development Plan

ATTACHMENTS:

1. Vicinity Map
2. Resolution 2021-45
3. Proposed Johnstown Village Subdivision Plat
4. Proposed Johnstown Village Development Plan
5. PZC Staff Report (10/13/21)

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Applicant is requesting consideration of a Preliminary Subdivision Plat and Preliminary Development Plan for a project to be marketed as “Pintail Commons,” encompassing 13.821 acres in the Johnstown Village PUD development. The Pintail Commons development will be located on Tract P of the Johnstown Village PUD (currently being constructed as the “Mallard Ridge” neighborhood).

Proposed is a single-family attached neighborhood intended to create a community that feels integrated with to the neighboring Mallard Ridge parcels. Pintail Commons will provide paired homes that will face the surrounding neighborhood, with alley-loaded garages. A central road will lead into the community, connecting from Meadowlark Drive to Sparrow Drive. The neighborhood will offer open space and sidewalk connectivity that will allow all residents and visitors to easily reach the front of all units, the central park, the common area open space, and the surrounding Mallard Ridge neighborhood and future commercial development to the north. All landscaping will follow the planting list and general presentation in the existing PUD guidelines as to blend in with the parcels to the north, east, and south. Required dedication of park land is accommodated into the site by a 1.3-acre park in the center of the neighborhood.

The Planning & Zoning Commission held a public hearing on October 13, 2021; no public comments or concerns were forthcoming. The Commission voted unanimously to recommend approval of the Preliminary Subdivision Plat and Preliminary Development Plans to the Town Council, with the findings

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and conditions that are contained in the attached staff report (Attachment 4) and reiterated in substance in the proposed Resolution 2021-45 (Attachment 2).

This Preliminary Plat and Development Plan will be followed by more detailed plans, supported by full construction plans and engineerings reports, for Final Plan and Development Plan approvals.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2021-45 approving Johnstown Village, Filing 2 Preliminary Subdivision Plat and Preliminary Development Plan.

SUGGESTED MOTIONS:

For Approval: Based on findings and analysis presented at this hearing, I move to approve Resolution 2021-45 Approving Johnstown Village, Filing 2 Preliminary Subdivision Plat and Preliminary Development Plan with conditions as stated within that resolution.

For Denial: Based on information presented in this hearing, I move to deny Resolution 2021-45 as presented

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2021-45**

APPROVING THE PRELIMINARY PLAT AND PRELIMINARY DEVELOPMENT PLAN FOR JOHNSTOWN VILLAGE FILING NO. 2 (PINTAIL COMMONS), BEING A REPLAT OF TRACT P, JOHNSTOWN VILLAGE FILING NO. 1, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 13.821 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, Prosper Land and Development, LLC, a Colorado limited liability company, submitted an application to the Town for approval of a Preliminary Plat and Preliminary Development Plan for Johnstown Village Filing No. 2 (Pintail Commons), being a Replat of Tract P, Johnstown Village Filing No. 1, located in the Northwest Quarter of Section 7, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, and consisting of approximately 13.821 acres; and

WHEREAS, on October 13, 2021, the Planning and Zoning Commission held a hearing, reviewed the request and recommended that the Town Council approve the Preliminary Plat and Preliminary Development Plan for Johnstown Village Filing No. 2 (Pintail Commons), with a condition; and

WHEREAS, on November 15, 2021, the Town Council held a public hearing concerning approval of the Preliminary Plat and Preliminary Development Plan for Johnstown Village Filing No. 2 (Pintail Commons) and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Preliminary Plat and Preliminary Development Plan for Johnstown Village Filing No. 2 (Pintail Commons) meet the data requirements and design standards of the subdivision regulations contained in the Johnstown Municipal Code (“Code”).

WHEREAS, based on the foregoing, the Town Council desires to approve the Preliminary Plat and Preliminary Development Plan Johnstown Village Filing No. 2 (Pintail Commons), with a condition.

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 Johnstown Village Filing No. 2 (Pintail Commons), being a Replat of Tract P, Johnstown Village Filing No. 1, located

in the Northwest Quarter of Section 7, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, and consisting of approximately 13.821 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved subject to the condition set forth in Section 3 below.

Section 2. Preliminary Development Plan Approval: The Preliminary Development Plan for Johnstown Village Filing No. 2 (Pintail Commons), attached hereto and incorporated herein by reference at Exhibit B, is hereby approved subject to the condition set forth in Section 3 below.

Section 3. Condition of Approval: The Preliminary Plat and Preliminary Development Plan for Johnstown Village Filing No. 2 (Pintail Commons) are approved subject to the following condition:

1. The Final Plat and Final Development Plan for Johnstown Village, Filing No. 2 (Pintail Commons), substantially conforming with the Preliminary Plat and Preliminary Development Plan for Johnstown Village Filing No. 2 (Pintail Commons) approved herein and meeting the requirements of the Code and Town regulations and construction standards and specifications, shall be submitted to the Town within twelve months of the date of this Resolution.

Section 4. 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.

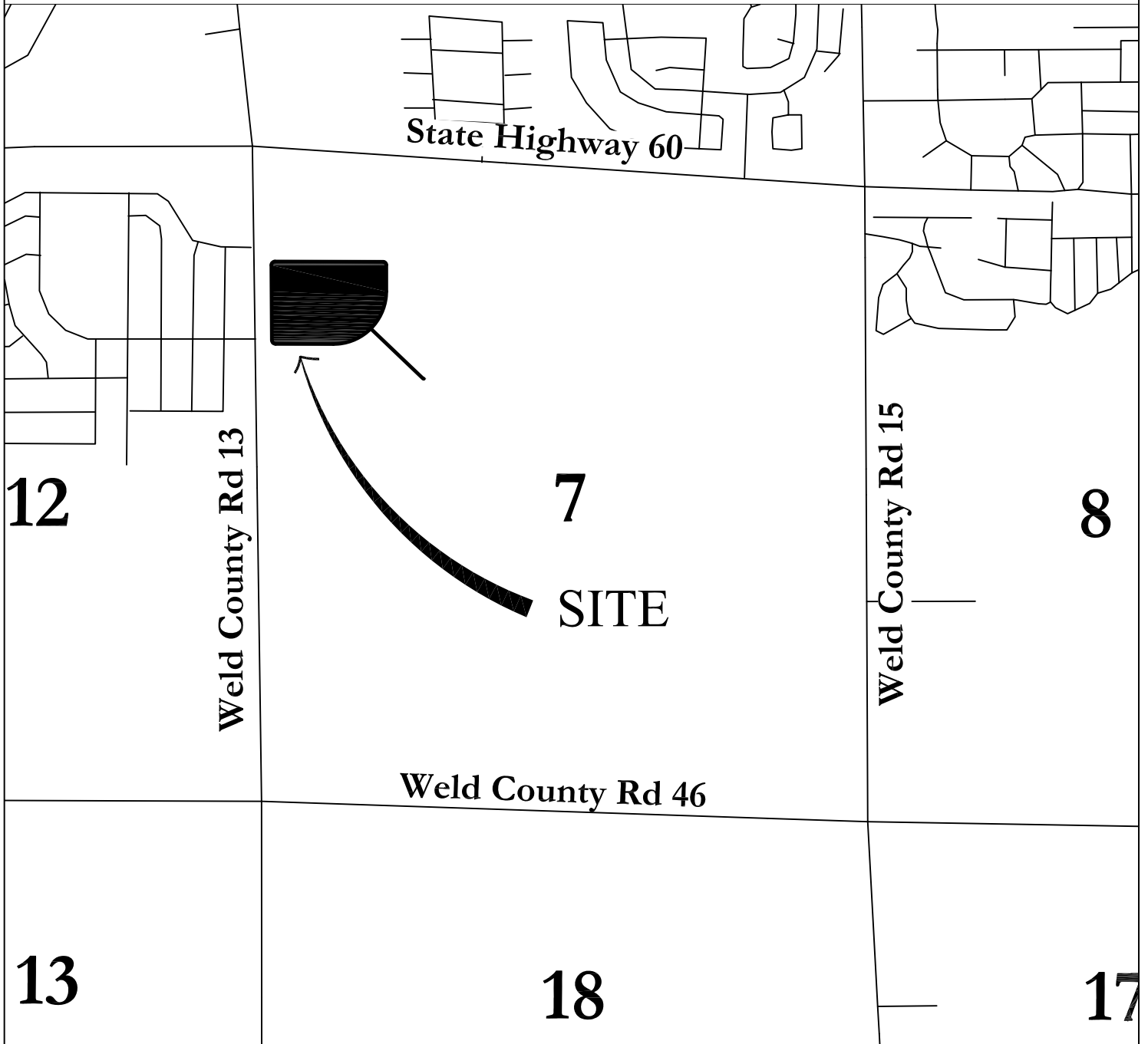
PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of November, 2021.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor



JOHNSTOWN VILLAGE FILING NO. 2

A Replat of Tract P, Johnstown Village Filing No. 1,
Situate in the Northwest Quarter of Section 7, Township 4 North, Range 67 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado

DEDICATION

Know all persons by these presents that Johnstown Village, LLC, a Colorado limited liability company, being the owner of the following described property:

Tract P, Johnstown Village Filing No. 1 recorded December 23, 2019 as Reception No. 4552734 of the Records of Weld County, located in the Northwest Quarter (NW1/4) of Section Seven (7), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Weld, State of Colorado.

Said parcel contains 13.821 acres more or less (±).

Do hereby subdivide the same into the lots, blocks, tracts, outlots, rights-of-way and easements as shown on this map and do hereby designate and dedicate all rights-of-ways and easements for public use, unless otherwise noted.

OWNER

By: _____ As: _____

NOTARIAL CERTIFICATE

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____ as _____

Witness my hand and official seal. (SEAL)

My commission expires _____

Notary Public

LIENHOLDER(S)

By: _____ As: _____

NOTARIAL CERTIFICATE

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____ as _____

Witness my hand and official seal. (SEAL)

My commission expires _____

Notary Public

TOWN ENGINEER

Approved this _____ day of _____, A.D. 20 ____.

Town Engineer, Town of Johnstown

EASEMENT APPROVAL

Utility Easements are adequate as shown and are hereby approved and or vacated as shown on this plat.

Public Works Director

Hillsborough Consolidated Ditch Company

TOWN COUNCIL

This plat, to be known as JOHNSTOWN VILLAGE FILING NO. 2, 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 ____

By: _____ Attest: _____
Mayor Town Clerk

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the West line of the Northwest Quarter of Section 7, T.4N., R.67W., as bearing North 00°25'15" West, as monumented as shown on this plat, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2657.65 feet with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

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)

TITLE COMMITMENT NOTE

This survey does not constitute a title search by King Surveyors to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, King Surveyors relied upon Title Commitment Number 20000311065- Revision No. 2, dated March 19, 2021 as prepared by Stewart Title Guarantee Company to delineate the aforesaid information.

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.

DEVELOPMENT AGREEMENT NOTE:

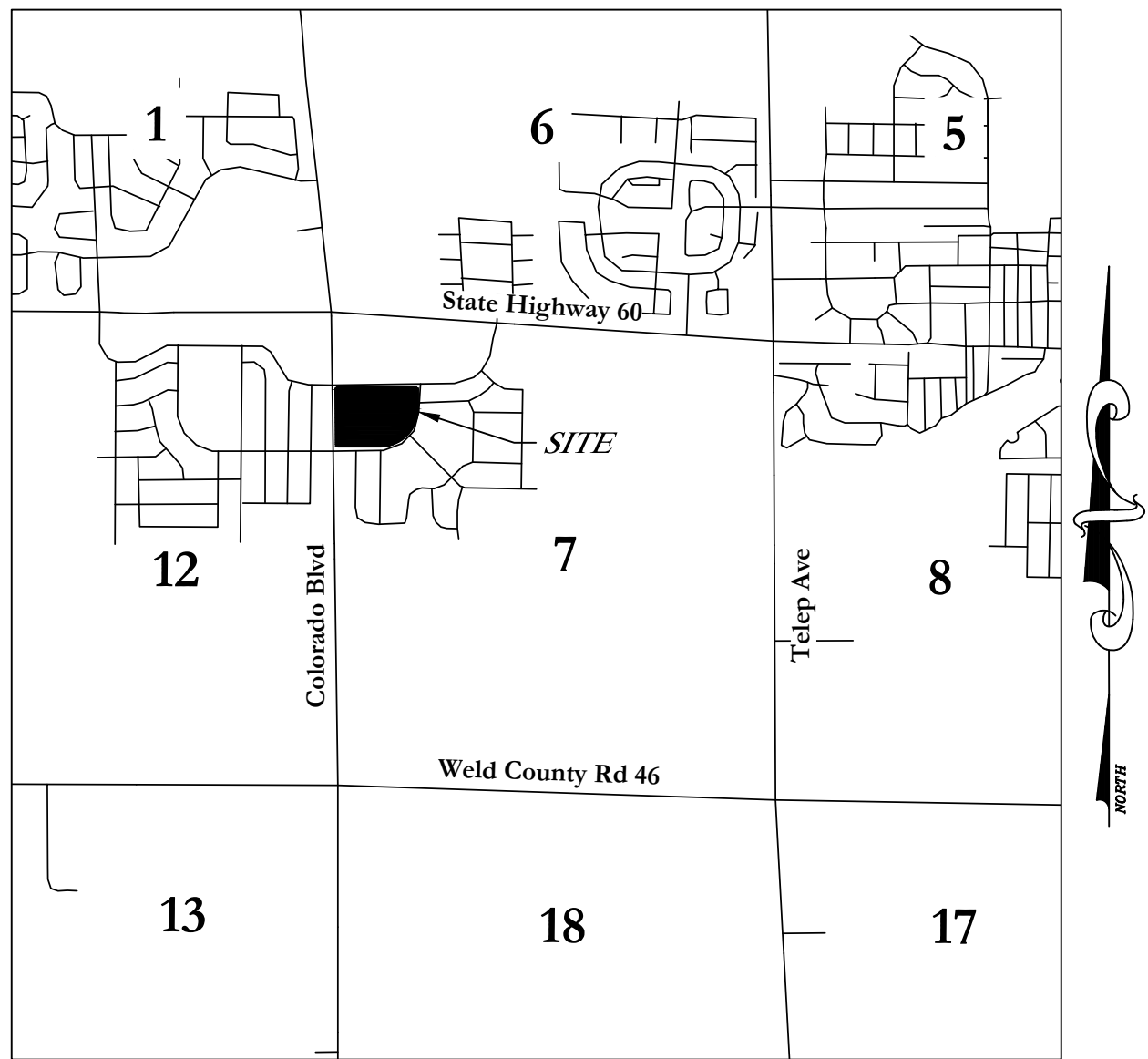
A Development Agreement has been filed in conjunction with this plat. That agreement should be viewed for additional stipulations or requirements that may encumber the property.

SURVEYOR'S CERTIFICATE

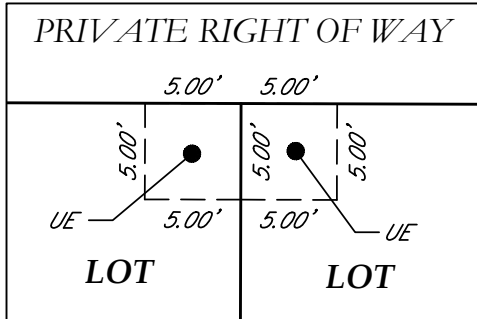
I certify that this plat accurately represents the results of a survey made by me or under my direct supervision.

PRELIMINARY

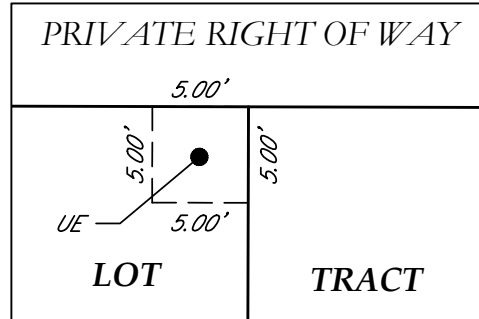
Christopher A. DePaulis - On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38105



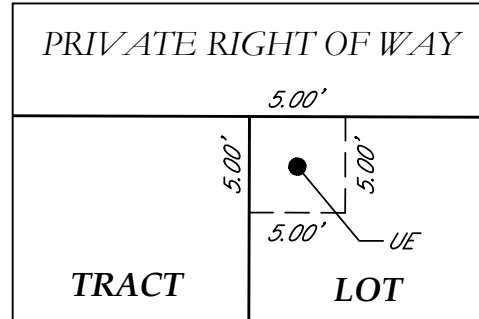
VICINITY MAP
SCALE: 1"=2000'



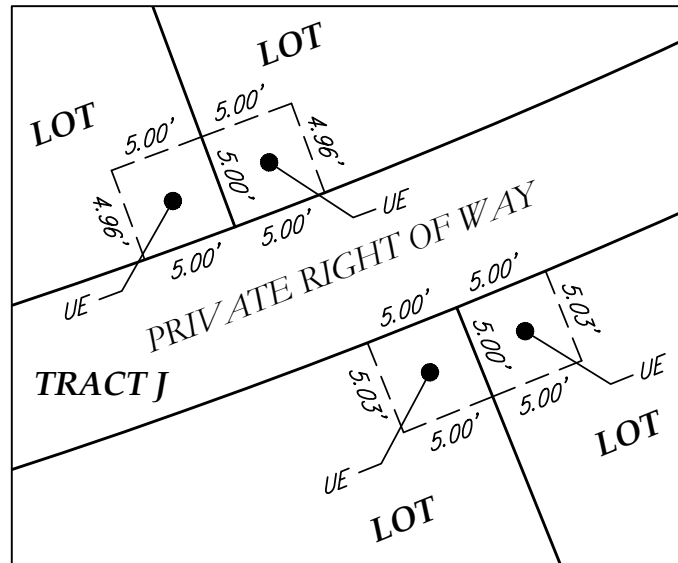
DETAIL A
SCALE: 1"=10'



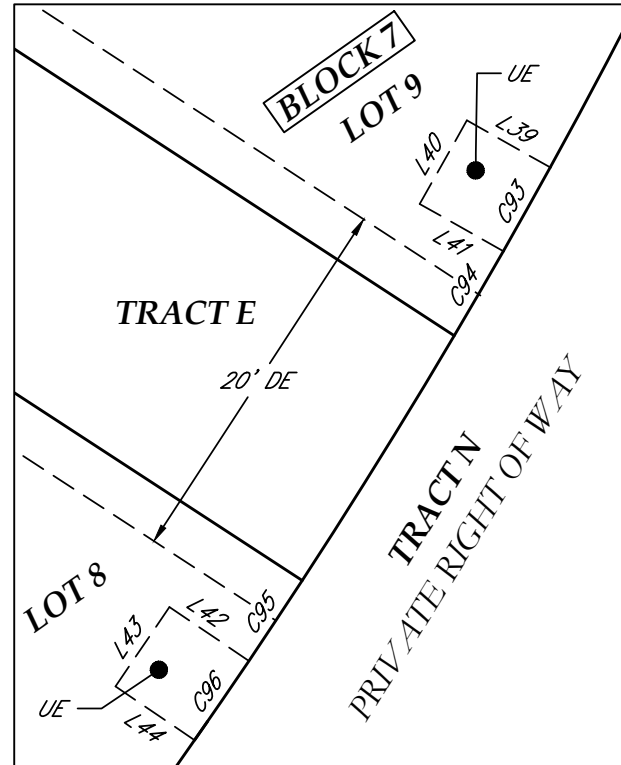
DETAIL B
SCALE: 1"=10'



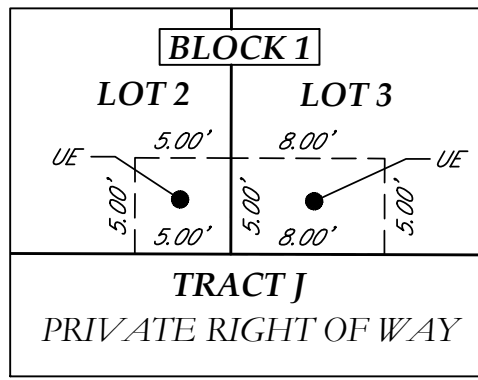
DETAIL C
SCALE: 1"=10'



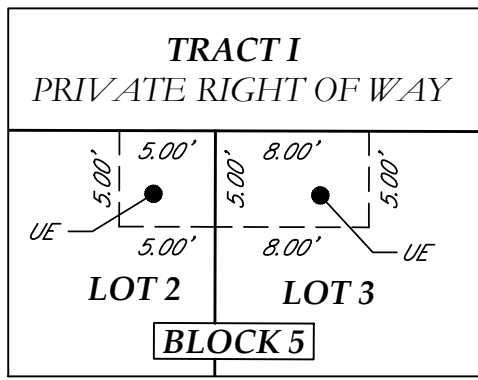
DETAIL D
SCALE: 1"=10'



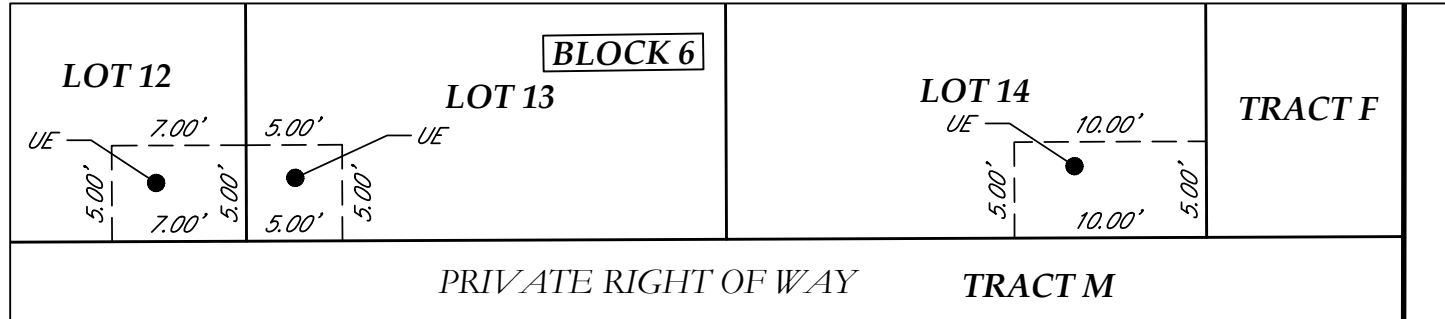
DETAIL E
SCALE: 1"=10'



DETAIL F
SCALE: 1"=10'



DETAIL H
SCALE: 1"=10'



DETAIL G
SCALE: 1"=10'

SHEET 2 OF 5

MEADOWLARK DRIVE

SHEET 3 OF 5

SHEET 4 OF 5

SHEET 5 OF 5

OVERALL DETAIL

SCALE: 1"=100'

LAND USE TABLE				
Parcel	Square Feet	Acres	Amenity Type and Blank Easement	Owned and Maintained By
TRACT A	61,398	1.410	Open Space, Pedestrian Access and Utility Easement	HOME OWNERS ASSOCIATION
TRACT B	22,592	0.519	Open Space, Pedestrian Access, Utility and Drainage Easement	HOME OWNERS ASSOCIATION
TRACT C	1,520	0.035	Pedestrian Access, Utility And Drainage Easement	HOME OWNERS ASSOCIATION
TRACT D	304	0.007	Pedestrian Access and Utility Easement	HOME OWNERS ASSOCIATION
TRACT E	58,145	1.335	Open Space, Pedestrian Access, Utility and Drainage Easement	HOME OWNERS ASSOCIATION
TRACT F	7,386	0.170	Open Space, Pedestrian Access and Utility Easement	HOME OWNERS ASSOCIATION
TRACT G	4,722	0.108	Open Space, Pedestrian Access, Utility and Drainage Easement	HOME OWNERS ASSOCIATION
TRACT H	533	0.012	Pedestrian Access and Utility Easement	HOME OWNERS ASSOCIATION
TRACT I	15,615	0.358	Private Right of Way, Utility, Drainage, Access and Emergency Access Easement	HOME OWNERS ASSOCIATION
TRACT J	15,948	0.366	Private Right of Way, Utility, Drainage, Access and Emergency Access Easement	HOME OWNERS ASSOCIATION
TRACT K	13,103	0.301	Private Right of Way, Utility, Drainage, Access and Emergency Access Easement	HOME OWNERS ASSOCIATION
TRACT L	13,103	0.301	Private Right of Way, Utility, Drainage, Access and Emergency Access Easement	HOME OWNERS ASSOCIATION
TRACT M	12,952	0.297	Private Right of Way, Utility, Drainage, Access and Emergency Access Easement	HOME OWNERS ASSOCIATION
TRACT N	19,110	0.439	Private Right of Way, Utility, Drainage, Access and Emergency Access Easement	HOME OWNERS ASSOCIATION
TRACTS TOTAL	246,431	5.658	41%	
RIGHT OF WAY	54,599	1.253	9%	
LOTS (150)	301,027	6.910	50%	
TOTAL	602,057	13.821	100%	

Open Space requirement for single family attached (Tract P) is 20% of the total tract area per Filing 1 FDP
Open Space proved is 25.6% (Tracts A, B, E, F & G)
REQUIRED 1.3 ACRES PUBLIC PARK
PROVIDED 1.335 ACRES

OWNER

JOHNSTOWN VILLAGE, LLC
143 MONROE STREET
DENVER, CO 80206

DEVELOPER/APPLICANT:

PROSPER LAND & DEVELOPMENT
428 KIMBARK STREET
LONGMONT, CO 80501

ENGINEER:

ENERTIA CONSULTING GROUP, LLC
1529 MARKET STREET, SUITE 200
DENVER, CO 80202
OFFICE: 720-502-6568

SURVEYOR:

KING SURVEYORS
650 GARDEN DRIVE
WINDSOR, CO 80550
PHONE: (970) 686-5011

DATE:	3/25/2021
FILE NAME:	20200587A-SUB
SCALE:	1"=30'
DRAWN BY:	CSK
CHECKED BY:	CAD

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com



DATE:	07/09/21
LOT 11 SOUTH LINE PER CLIENT - ERH	07/09/21
REVISED EASEMENT PER CLIENT - CSK	9/9/21

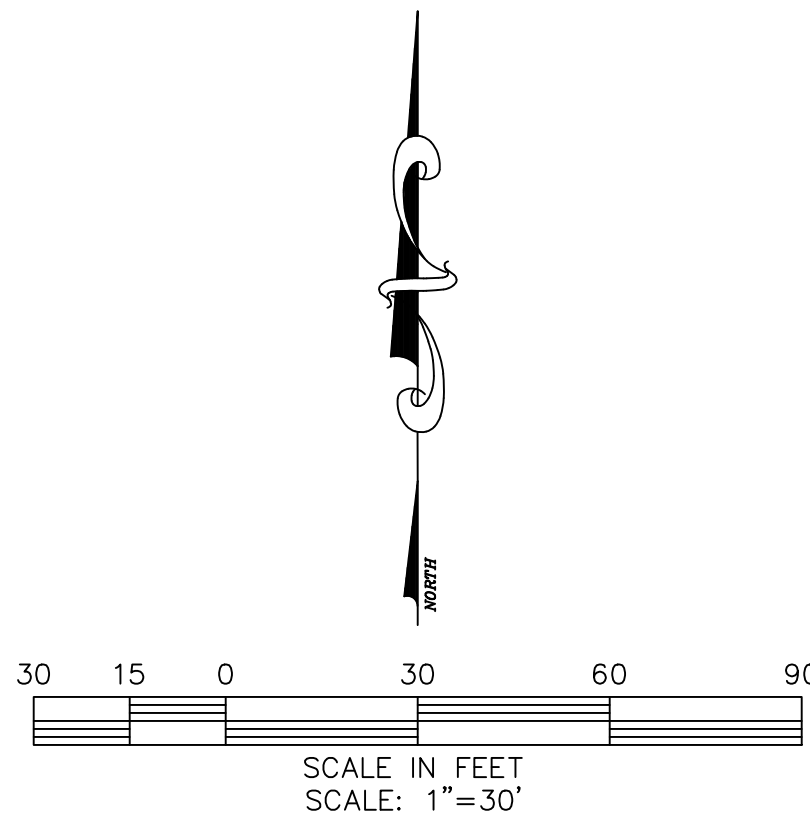
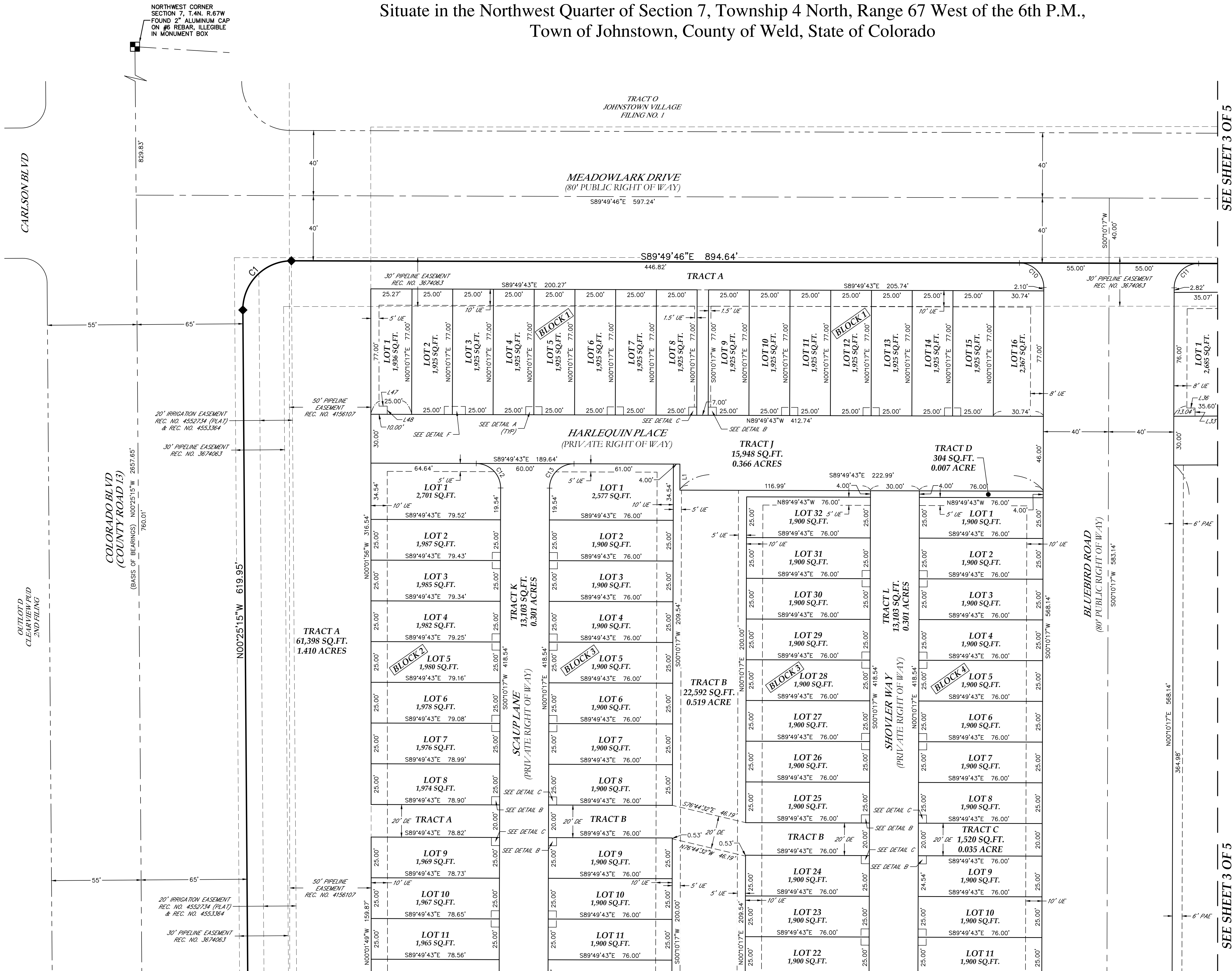
JOHNSTOWN VILLAGE FILING NO. 2
FOR
PROSPER LAND DEVELOPMENT
428 KIMBARK STREET
LONGMONT, CO 80501

PROJECT #:
20200387-A

1
SHEET 1 OF 148

JOHNSTOWN VILLAGE FILING NO. 2

A Replat of Tract P, Johnstown Village Filing No. 1,
Situate in the Northwest Quarter of Section 7, Township 4 North, Range 67 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado



LEGEND	
---	EASEMENT LINE
---	CENTERLINE
---	SECTION LINE
---	RIGHT OF WAY LINE
---	BOUNDARY LINE
■	FOUND ALIQUOT CORNER AS DESCRIBED
■	FOUND MONUMENT AS DESCRIBED
◆	FOUND #4 REBAR WITH A RED PLASTIC CAP STAMPED KS, LS 38105
○	CALCULATED POSITION
AE	ACCESS EASEMENT
DE	DRAINAGE EASEMENT
UE	UTILITY EASEMENT
PAE	PEDESTRIAN ACCESS EASEMENT

PRELIMINARY

Christopher A. DePaulis - On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38105

DATE:	3/25/2021
FILE NAME:	20200587A-SUB
SCALE:	1"=30'
DRAWN BY:	CSK
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DATE:	07/09/21
REVISED DATE:	9/9/21
REVISED BY:	CSK

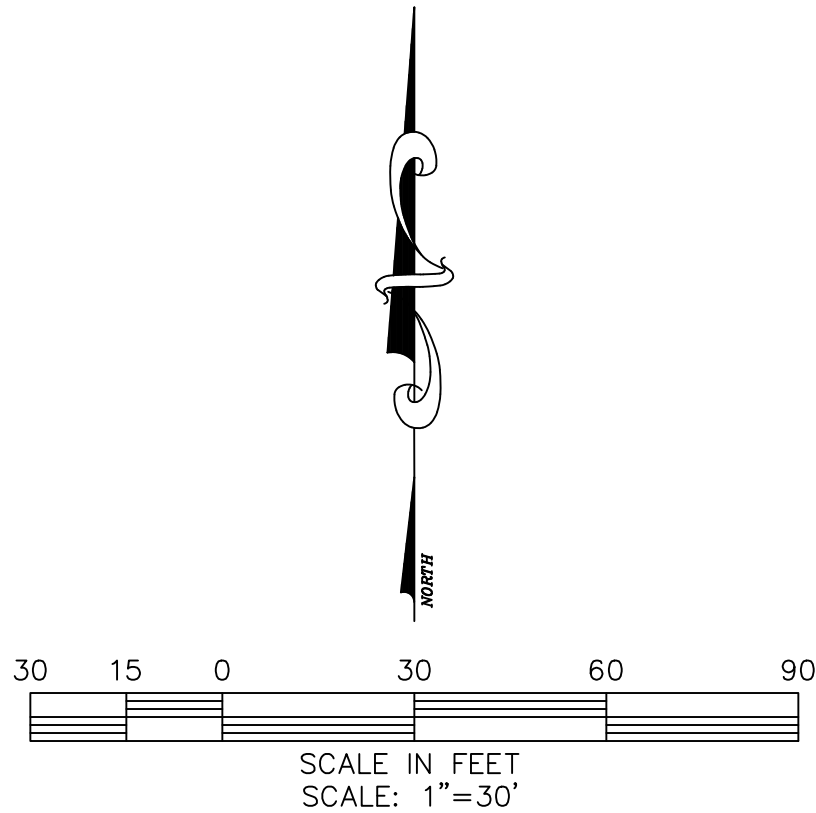
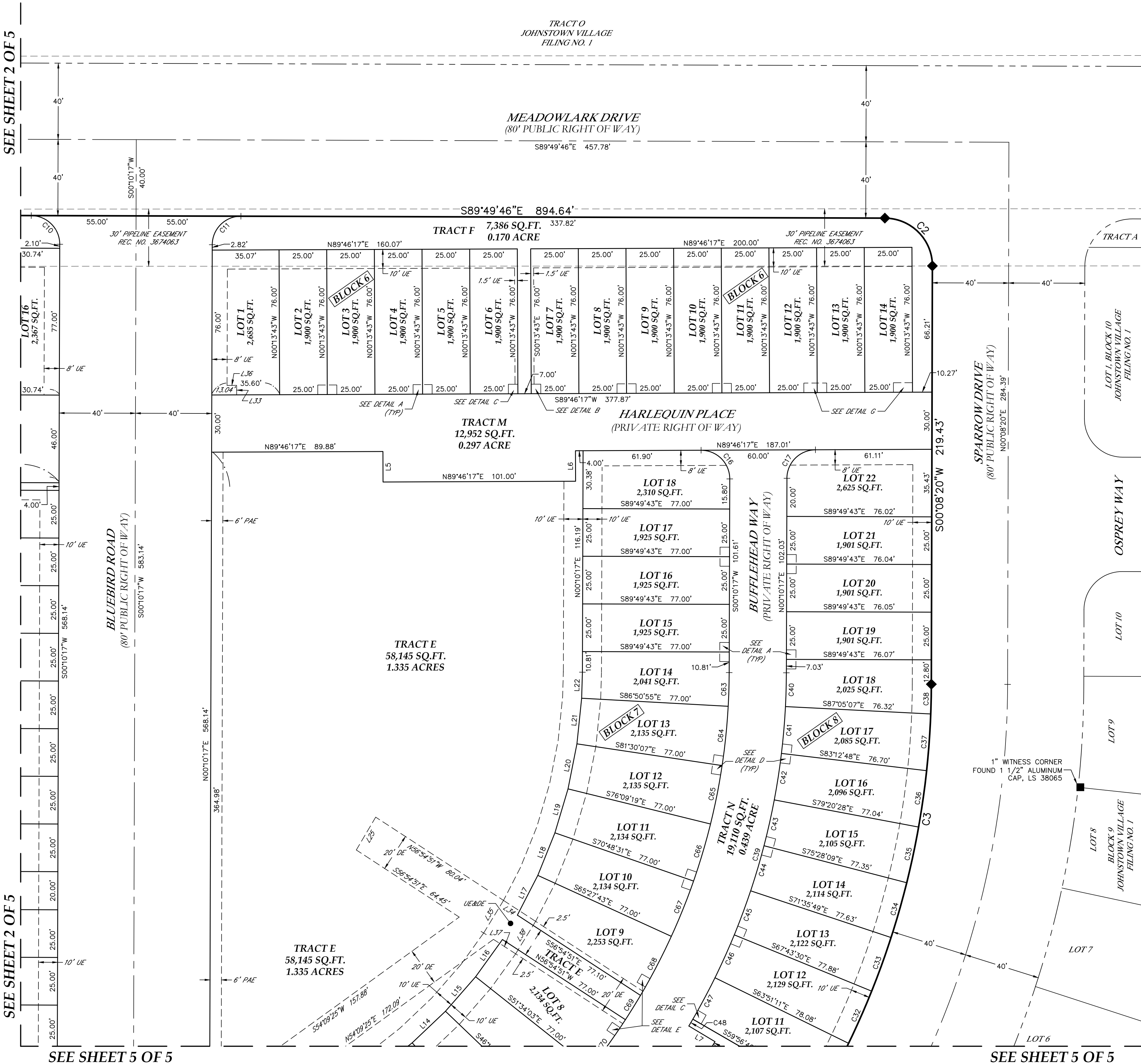
JOHNSTOWN VILLAGE FILING NO. 2
FOR
PROSPER LAND DEVELOPMENT
428 KIMBARK STREET
LONGMONT, CO 80501

PROJECT #:
20200387-A

2
SHEET 2 OF 5

JOHNSTOWN VILLAGE FILING NO. 2

A Replat of Tract P, Johnstown Village Filing No. 1,
Situate in the Northwest Quarter of Section 7, Township 4 North, Range 67 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado



LEGEND	
	EASEMENT LINE
	CENTERLINE
	SECTION LINE
	RIGHT OF WAY LINE
	BOUNDARY LINE
	FOUND ALIQUOT CORNER AS DESCRIBED
	FOUND MONUMENT AS DESCRIBED
	FOUND #4 REBAR WITH A RED PLASTIC CAP STAMPED KS, LS 38105
	CALCULATED POSITION
	ACCESS EASEMENT
	DRAINAGE EASEMENT
	UTILITY EASEMENT
	PEDESTRIAN ACCESS EASEMENT

PRELIMINARY

Christopher A. DePaulis - On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38105

DATE:	3/25/2021
FILE NAME:	20200587A-SUB
SCALE:	1"=30'
DRAWN BY:	CSK
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REVISIONS:	DATE:
LOT 11 SOUTH LINE PER CLIENT - ERH	07/09/21
REVISED EASEMENT PER CLIENT - CSK	9/9/21

JOHNSTOWN VILLAGE FILING NO. 2
FOR
PROSPER LAND DEVELOPMENT
428 KIMBARK STREET
LONGMONT, CO 80501

PROJECT #:
20200387-A

DATE: _____ Item #13.

3/25/2021
FILE NAME: 20200587A-SUB
SCALE: 1"=30'
DRAWN BY: CSK
CHECKED BY: CAD

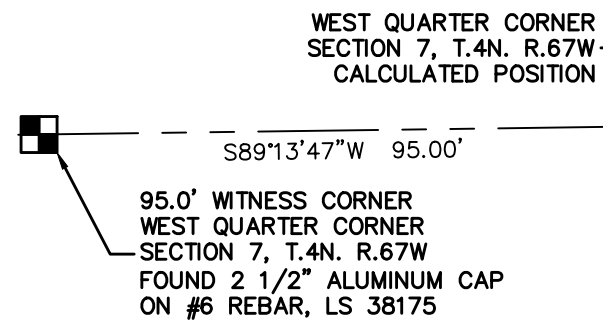


- | REVISIONS: | DATE: |
|------------------------------------|----------|
| LOT 11 SOUTH LINE PER CLIENT - ERH | 07/09/21 |
| REVISED EASEMENT PER CLIENT - CSK | 9/9/21 |
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| | |

PROJECT #:
20200387-A

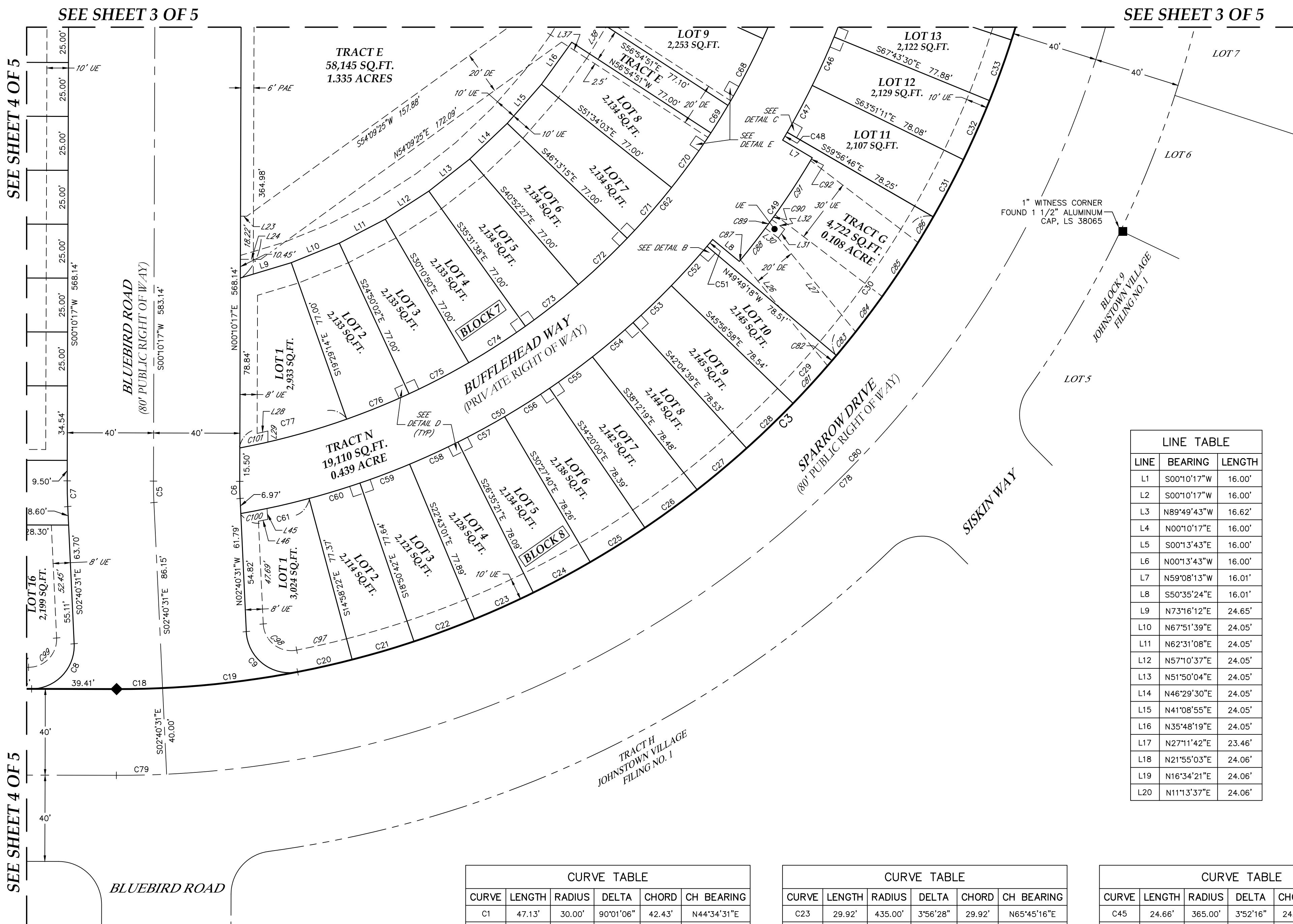
Christopher A. DePaulis – On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38105

SHEET 4 OF 5



JOHNSTOWN VILLAGE FILING NO. 2

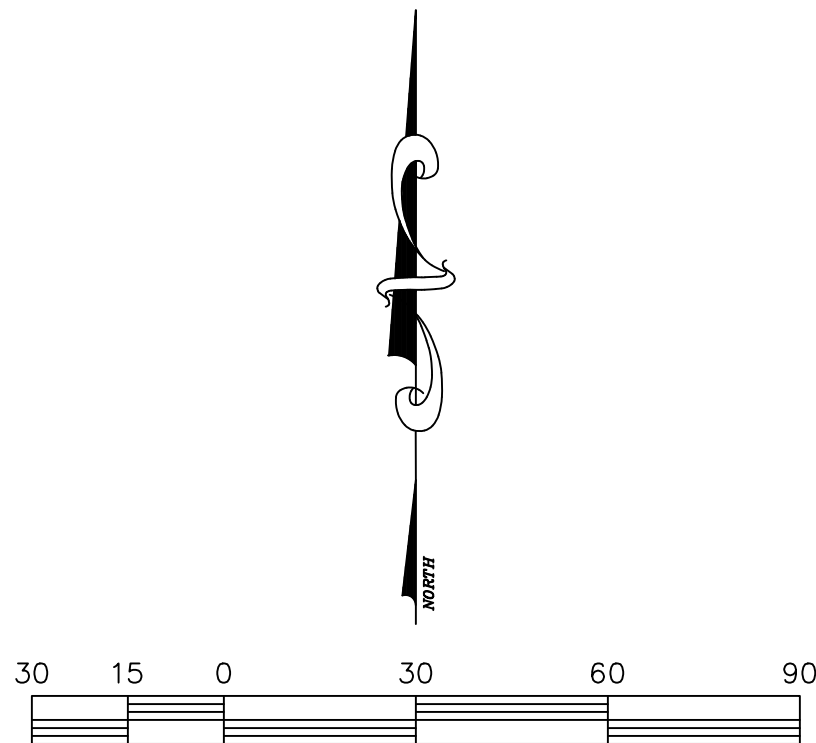
A Replat of Tract P, Johnstown Village Filing No. 1,
Situate in the Northwest Quarter of Section 7, Township 4 North, Range 67 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado



SEE SHEET 4 OF 5

SEE SHEET 4 OF 5

SEE SHEET 3 OF 5



LEGEND

---	EASEMENT LINE
---	CENTERLINE
---	SECTION LINE
---	RIGHT OF WAY LINE
---	BOUNDARY LINE
■	FOUND ALIQUOT CORNER AS DESCRIBED
■	FOUND MONUMENT AS DESCRIBED
◆	FOUND #4 REBAR WITH A RED PLASTIC CAP STAMPED KS, LS 38105
○	CALCULATED POSITION
AE	ACCESS EASEMENT
DE	DRAINAGE EASEMENT
UE	UTILITY EASEMENT
PAE	PEDESTRIAN ACCESS EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°10'17"W	16.00'
L2	S00°10'17"W	16.00'
L3	N89°49'43"W	16.62'
L4	N00°10'17"E	16.00'
L5	S00°13'43"E	16.00'
L6	N00°13'43"W	16.00'
L7	N59°08'13"W	16.01'
L8	S50°35'24"E	16.01'
L9	N73°16'12"E	24.65'
L10	N67°51'39"E	24.05'
L11	N62°31'08"E	24.05'
L12	N57°10'37"E	24.05'
L13	N51°50'04"E	24.05'
L14	N46°29'30"E	24.05'
L15	N41°08'55"E	24.05'
L16	N35°48'19"E	24.05'
L17	N27°11'42"E	23.46'
L18	N21°55'03"E	24.06'
L19	N16°34'21"E	24.06'
L20	N11°13'37"E	24.06'

LINE TABLE		
LINE	BEARING	LENGTH
L21	N05°52'52"E	24.06'
L22	N01°41'23"E	13.67'
L23	N89°49'43"W	16.62'
L24	S89°49'43"E	9.43'
L25	S30°31'21"W	20.02'
L26	S39°26'21"E	63.55'
L27	N39°26'21"W	56.44'
L28	N77°16'45"E	5.13'
L29	S00°10'17"W	5.14'
L30	N52°54'35"W	7.50'
L31	S36°15'27"W	5.00'
L32	S52°54'35"E	7.50'
L33	S00°10'17"W	5.00'
L34	N56°54'51"W	20.11'
L35	N31°21'12"E	20.01'
L36	N89°46'17"E	5.04'
L37	S56°54'51"E	13.89'
L38	N31°35'34"E	20.01'
L39	S60°31'40"E	5.00'
L40	N29°28'20"E	5.00'

LINE TABLE		
LINE	BEARING	LENGTH
L41	N60°31'40"W	5.00'
L42	S55°47'39"E	5.00'
L43	N34°12'21"E	5.00'
L44	N55°47'39"W	4.98'
L45	S03°49'44"E	5.05'
L46	S78°37'49"W	4.41'
L47	S89°49'43"E	5.03'
L48	S00°10'17"W	5.00'
L49	N89°49'43"W	5.00'
L50	S00°10'17"W	5.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	47.13'	30.00'	90°01'06"	42.43'	N44°34'31"E
C2	39.26'	25.00'	89°58'06"	35.35'	S44°50'43"E
C3	683.30'	435.00'	90°00'00"	615.18'	S45°08'20"W
C4	47.12'	30.00'	89°59'35"	42.42'	N45°25'03"W
C5	9.94'	200.00'	2°50'48"	9.94'	S01°15'07"E
C6	7.95'	160.00'	2°50'48"	7.95'	N01°15'07"W
C7	11.92'	240.00'	2°50'48"	11.92'	S01°15'07"E
C8	32.11'	20.00'	91°59'14"	28.77'	S43°19'06"W
C9	34.32'	20.00'	98°18'34"	30.26'	N51°49'48"W
C10	23.56'	15.00'	90°00'03"	21.21'	N44°49'45"W
C11	23.56'	15.00'	89°59'57"	21.21'	S45°10'15"W
C12	23.56'	15.00'	90°00'00"	21.21'	N44°49'43"W
C13	23.56'	15.00'	90°00'00"	21.21'	S45°10'17"W
C14	23.56'	15.00'	90°00'00"	21.21'	N45°10'17"E
C15	23.56'	15.00'	90°00'00"	21.21'	S44°49'43"E
C16	23.67'	15.00'	90°24'00"	21.29'	N45°01'43"W
C17	23.46'	15.00'	89°36'00"	21.14'	S44°58'17"W
C18	21.34'	435.00'	2°48'40"	21.34'	N88°44'00"E
C19	63.11'	435.00'	8°18'46"	63.06'	N83°10'17"E
C20	25.92'	435.00'	3°24'50"	25.92'	N77°18'29"E
C21	29.89'	435.00'	3°56'13"	29.88'	N73°37'58"E
C22	29.91'	435.00'	3°56'21"	29.90'	N69°41'41"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C23	29.92'	435.00'	3°56'28"	29.92'	N65°45'16"E
C24	29.94'	435.00'	3°56'35"	29.93'	N61°48'44"E
C25	29.95'	435.00'	3°56'40"	29.94'	N57°52'07"E
C26	29.95'	435.00'	3°56'43"	29.95'	N53°55'26"E
C27	29.96'	435.00'	3°56'46"	29.95'	N49°58'41"E
C28	29.96'	435.00'	3°56'47"	29.96'	N46°01'55"E
C29	29.96'	435.00'	3°56'47"	29.96'	N42°05'07"E
C30	78.55'	435.00'	10°20'45"	78.44'	N34°56'21"E
C31	29.99'	435.00'	3°57'01"	29.98'	N27°47'28"E
C32	29.93'	435.00'	3°56'32"	29.92'	N23°50'42"E
C33	29.92'	435.00'	3°56'26"	29.91'	N19°54'13"E
C34	29.90'	435.00'	3°56'18"	29.89'	N15°57'51"E
C35	29.88'	435.00'	3°56'09"	29.88'	N12°01'37"E
C36	29.86'	435.00'	3°55'59"	29.86'	N08°05'33"E
C37	29.84'	435.00'	3°55'48"	29.83'	N04°09'39"E
C38	15.62'	435.00'	2°03'25"	15.62'	N01°10'02"E
C39	194.52'	365.00'	30°32'04"	192.23'	N15°26'19"E
C40	17.73'	365.00'	2°47'00"	17.73'	N01°33'47"E
C41	24.67'	365.00'	3°52'19"	24.66'	N04°53'26"E
C42	24.66'	365.00'	3°52'18"	24.66'	N08°45'44"E
C43	24.66'	365.00'	3°52'17"	24.66'	N12°38'02"E
C44	24.66'	365.00'	3°52'17"	24.66'	N16°33'19"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C45	24.66'	365.00'	3°52'16"	24.66'	N20°22'35"E
C46	24.66'	365.00'	3°52'15"	24.66'	N24°14'51"E
C47	24.66'	365.00'	3°52'15"	24.66'	N28°07'07"E
C48	4.15'	365.00'	0°39'07"	4.15'	N30°22'48"E
C49	58.84'	381.00'	8°50'52"	58.78'	N35°08'11"E
C50	258.37'	365.00'	40°33'30"	253.01'	N59°50'46"E
C51	4.09'	365.00'	0°38'32"	4.09'	N39°53'17"E
C52	24.66'	365.00'	3°52'13"	24.65'	N42°08'39"E
C53	24.65'	365.00'	3°52'12"	24.65'	N46°00'52"E
C54	24.65'	365.00'	3°52'12"	24.65'	N49°53'04"E
C55	24.65'	365.00'	3°52'12"	24.65'	N53°45'16"E
C56	24.65'	365.00'	3°52'11"	24.65'	N57°37'28"E
C57	24.65'	365.00'	3°52'11"	24.65'	N61°29'39"E
C58	24.65'	365.00'	3°52'11"	24.65'	N65°21'49"E
C59	24.65'	365.00'	3°52'10"	24.65'	N69°14'00"E
C60	24.65'	365.00'	3°52'10"	24.65'	N73°06'10"E
C61	32.41'	365.00'	5°05'16"	32.40'	N77°34'53"E
C62	462.71'	335.00'	79°08'18"	426.80'	N39°44'26"E
C63	17.68'	335.00'	3°01'25"	17.68'	N01°40'59"E
C64	31.26'	335.00'	5°20'47"	31.25'	N05°52'05"E
C65	31.26'	335.00'	5°20'45"	31.25'	N11°12'51"E
C66	31.25'	335.00'	5°20'44"	31.24'	N16°33'36"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C67	31.25'	335.00'	5°20'43"	31.24'	N21°54'19"E
C68	34.95'	335.00'	5°58'42"	34.94'	N27°34'01"E
C69	15.00'	335.00'	2°33'59"	15.00'	N31°50'22"E
C70	31.25'	335.00'	5°20'40"	31.24'	N35°47'41"E
C71	31.25'	335.00'	5°20'39"	31.23'	N41°08'20"E
C72	31.24'	335.00'	5°20'38"	31.23'	N46°28'58"E
C73	31.24'	335.00'	5°20'37"	31.23'	N51°49'35"E
C74	31.24'	335.00'	5°20'36"	31.23'	N57°10'11"E
C75	31.24'	335.00'	5°20'35"	31.23'	N62°30'47"E
C76	31.24'	335.00'	5°20'35"	31.23'	N67°51'21"E
C77	51.35'	335.00'	8°46'56"	51.30'	N74°55'07"E
C78	746.13'	475.00'	90°00'00"	671.75'	N45°08'20"E
C79	23.31'	475.00'	2°48'41"	23.30'	N88°43'59"E
C80	722.82'	475.00'	87°11'19"	655.07'	N43°43'59"E
C81	23.69'	435.00'	3°07'11"	23.68'	N42°29'55"E
C82	6.28'	435.00'	0°49'36"	6.28'	N40°31'32"E
C83	14.10'	435.00'	1°51'24"	14.10'	N39°11'01"E
C84	20.56'	435.00'	2°42'27"	20.55'	N36°54'06"E
C85	30.07'	435.00'	3°57'38"	30.06'	N33°34'03"E
C86	13.82'	435.00'	1°49'15"	13.82'	N30°40'36"E
C87	0.87'	381.00'	0°07'52"	0.87'	N39°29'42"E
C88	18.70'	381.00'	2°48'44"	18.70'	N38°01'24"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C89	5.00'	381.00'	0°45'07"	5.00'	N36°14'28"E
C90	2.65'	381.00'	0°23'55"	2.65'	N35°39'57"E
C91	30.09'	381.00'	4°31'27"	30.08'	N33°12'15"E
C92	1.53'	381.00'	0°13'46"	1.53'	N30°49'38"E
C93	5.00'	335.00'	0°51'19"	5.00'	N29°15'30"E
C94	5.09'	335.00'	0°52'12"	5.09'	N30°07'16"E
C95	5.03'	335.00'	0°51'37"	5.03'	N33°33'09"E
C96	5.00'	335.00'	0°51'19"	5.00'	N34°24'37"E
C97	23.73'	425.00'	3°11'56"	23.73'	N77°12'51"E
C98	22.35'	13.00'	98°30'39"	19.70'	S51°55'51"E
C99	21.06'	13.00'	92°48'51"	18.83'	N43°43'54"E
C100	12.39'	365.00'	1°56'39"	12.38'	N79°09'11"E
C101	13.29'	335.00'	2°16'24"	13.29'	N78°10'23"E

PRELIMINARY

Christopher A. DePaula - On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38105

DATE:	3/25/2021
FILE NAME:	20200587A-SUB
SCALE:	1"=30'
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KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com



REVISIONS:	DATE:	07/09/21
LOT 11 SOUTH LINE PER CLIENT - ERH		
REVISED EASEMENT PER CLIENT - CSK		9/9/21

JOHNSTOWN VILLAGE FILING NO. 2
FOR
PROSPER LAND DEVELOPMENT
428 KIMBARK STREET
LONGMONT, CO 80501

PROJECT #:
20200387-A

5
SHEET 5 OF 5

JOHNSTOWN VILLAGE
P.U.D. - PRELIMINARY DEVELOPMENT PLAN, FILING NO. 2

A RESUBDIVISION OF TRACT P, JOHNSTOWN VILLAGE FILING NO. 1
LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

LEGEND

RIGHT OF WAY LINE _____

ALLEY TRACT LINE _____

LOT LINE _____

EASEMENT LINE _____

BLOCK NUMBER _____ BLOCK "X"

LOT NUMBER _____ 1

PROPOSED WATER LINE _____ 8"W _____

PROPOSED SANITARY LINE _____ 8"SS _____

PROPOSED STORM LINE _____  _____

EXISTING WATER LINE _____ W _____

EXISTING SANITARY LINE _____ SS _____

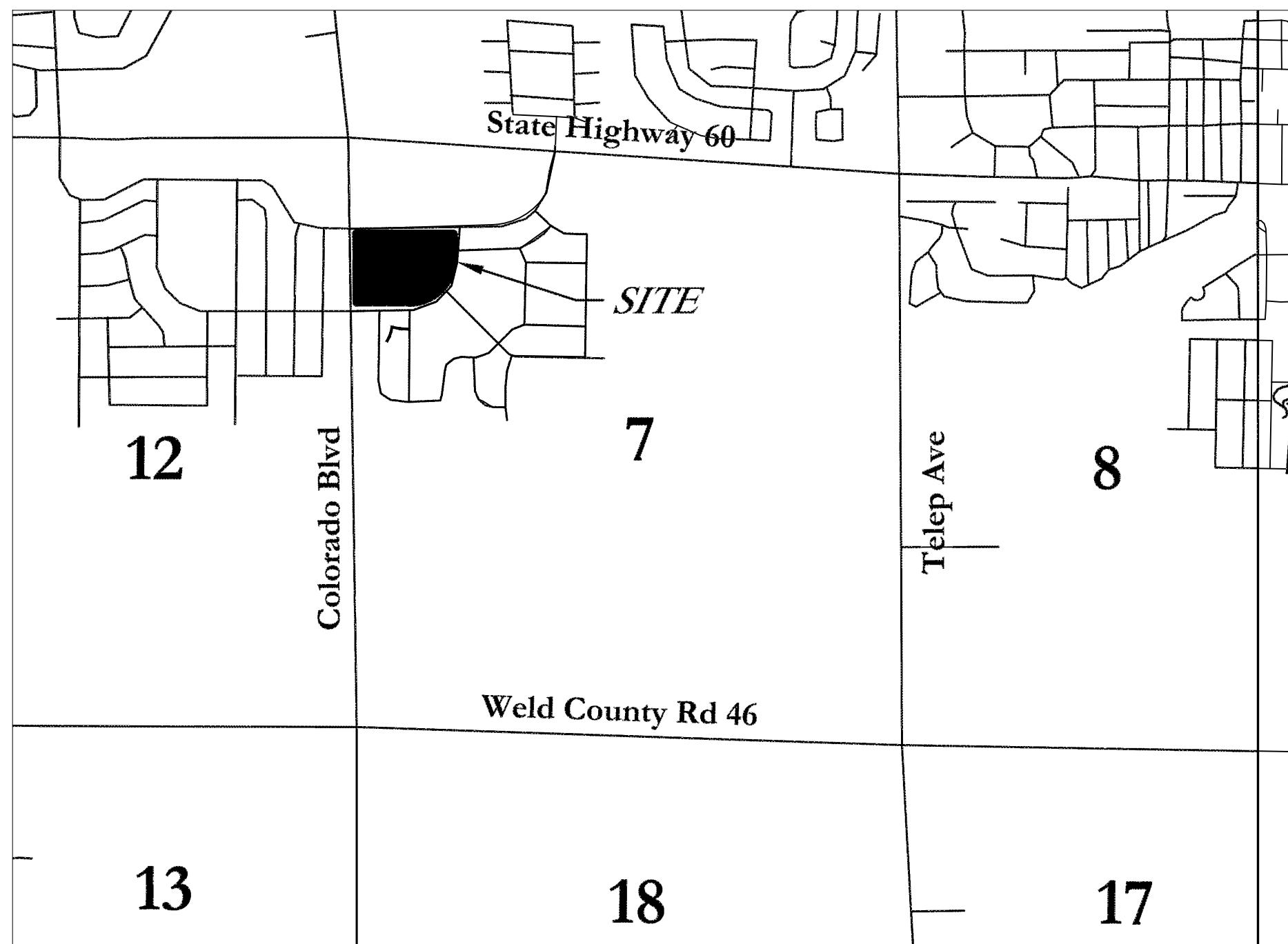
EXISTING GAS LINE _____ GAS _____

EXISTING IRRIGATION MAIN _____ I _____

PROPOSED HYDRANT _____  _____

ABBREVIATIONS

BLDG = BUILDING	MAX = MAXIMUM
BVC = BEGIN VERTICAL CURVE	M.E. = MATCH EXISTING
C&G = CURB & GUTTER	MIN = MINIMUM
CB = CATCHBASIN	PC = POINT OF CURVATURE
CL = CENTERLINE	PCC = POINT OF COMPOUND CURVATURE
EL = ELEVATION	PI = POINT OF INFLECTION
ESMT = EASEMENT	PKNG = PARKING
EVC = END VERTICAL CURVE	PRC = POINT OF REVERSE CURVATURE
FES = FLARED END SECTION	ROW = RIGHT OF WAY
FG = FINISHED GRADE	SD = STORM DRAIN
FH = FIRE HYDRANT	SS = SANITARY SEWER
FL = FLOWLINE	STBK = SETBACK
FOC = FACE OF CURB	SWK = SIDEWALK
GB = GRADE BREAK	WL = WATER LINE
HP = HIGH POINT	
INV = INVERT	
LP = LOW POINT	



VICINITY MAP

SHEET INDEX

SHEET	DESCRIPTION
1	COVER SHEET
2	DEVELOPMENT STANDARDS (1 OF 2)
3	DEVELOPMENT STANDARDS (2 OF 2)
4	OVERALL SITE PLAN
5	LANDSCAPE CALLOUT PLAN
6	LANDSCAPE DETAILS (A-C)
7	LANDSCAPE DETAILS (F-I)
8	LANDSCAPE DETAILS (J-K)
9	ENTRY SIGNAGE DETAILS
10	LANDSCAPE LAYOUT PLAN
11	LANDSCAPE CONTOURS PLAN
12	OVERALL PLANTING PLAN
13	PLANTING NW QUARTER (1 OF 4)
14	PLANTING NE QUARTER (2 OF 4)
15	PLANTING SW QUARTER (3 OF 4)
16	PLANTING SE QUARTER (4 OF 4)
17	LANDSCAPE PLANTING TYPICAL DUPLEX PLAN
18	PLANTING PLAN - PINTAL PARK
19	PLANTING DETAILS
20	PLANTING DETAILS
21	CONCEPTUAL ARCHITECTURAL ELEVATIONS

BENCHMARK

3-1/4" ALUMINUM CAP IN TOP SE CORNER OF WALL OF LOWER CONCRETE IRRIGATION STRUCTURE, 70' NORTHEAST OF GAS REGULATION BUILDING, WEST JOHNSTOWN METER STATION, 25' SOUTH OF HWY 60 AT THE NORTHEAST CORNER OF POND AT GROUND SURFACE. NAVD 88 ELEVATION 4897.09'.

BASIS OF BEARING

ASSUMING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 7, T.4N., R.67W., AS BEARING NORTH 00°25'15" WEST AS MONUMENTED BY A 2.5" ALUMINUM CAP, STAMPED L235011 IN A MONUMENT BOX AT THE NORTHWEST CORNER OF SAID SECTION 7, AND A CALCULATED POSITION OF THE WEST ¼ CORNER, MONUMENTED BY A 2.5" ALUMINUM CAP REFERENCE MONUMENT, STAMPED LS 38175, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2011, A DISTANCE OF 2657.65 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN ARE BASED UPON THE "US SURVEY FOOT".

PROJECT CONTACT LIST

DEVELOPER/APPLICANT PROSPER LAND AND DEVELOPMENT 428 KIMBARK STREET LONGMONT, CO 80501 CONTACT: JOEY REALE (720)526-1535	LANDSCAPE ARCHITECT B5B DESIGN, INC. - DENVER 7951 E. MAPLEWOOD AVE #250 GREENWOOD VILLAGE, CO 80111 CONTACT: BILL CRUMP (720) 548-1342
CIVIL ENGINEER ENERTIA CONSULTING GROUP, LLC 1529 MARKET STREET, SUITE 200 DENVER, CO 80202 CONTACT: RICK HAGMEYER, PE (609) 234-5502	SURVEY KINGS SURVEYORS, INC. 650 E. GARDEN DR. WINDSOR, CO 80550 CONTACT: CHRIS DEPAULIS (970)686-5011

JOHNSTOWN REVIEW COMMITTEE (JRC) SIGNATURES

PLANNING AND DEVELOPMENT DIRECTOR:
APPROVED THIS DAY OF 2021 BY:

TOWN ENGINEER:
APPROVED THIS ____ DAY OF ____ 2021 BY

PLANNING AND DEVELOPMENT DIRECTOR,
TOWN OF JOHNSTOWN, COLORADO

TOWN ENGINEER,
TOWN OF JOHNSTOWN, COLORADO



ISSUE DATE:

REVISIONS

THESE PLANS AND SPECIFICATIONS ARE PROTECTED UNDER
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PRELIMINARY DEVELOPMENT PLAN

JOHNSTOWN VILLAGE TRACT P
RICHFILED HOMES - Longmont Colorado
Pintail Commons - Johnstown - Colorado



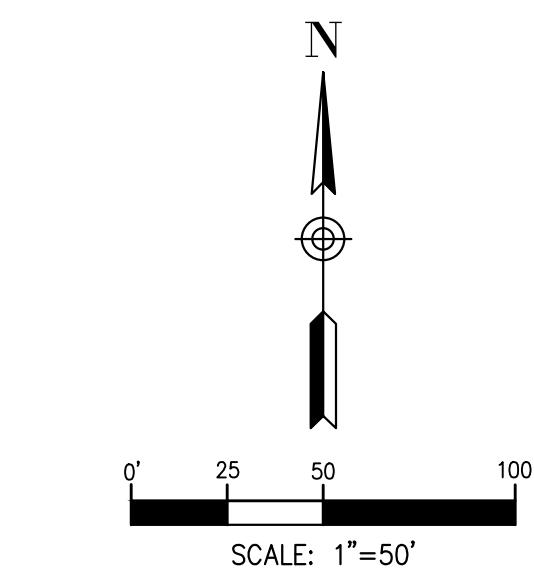
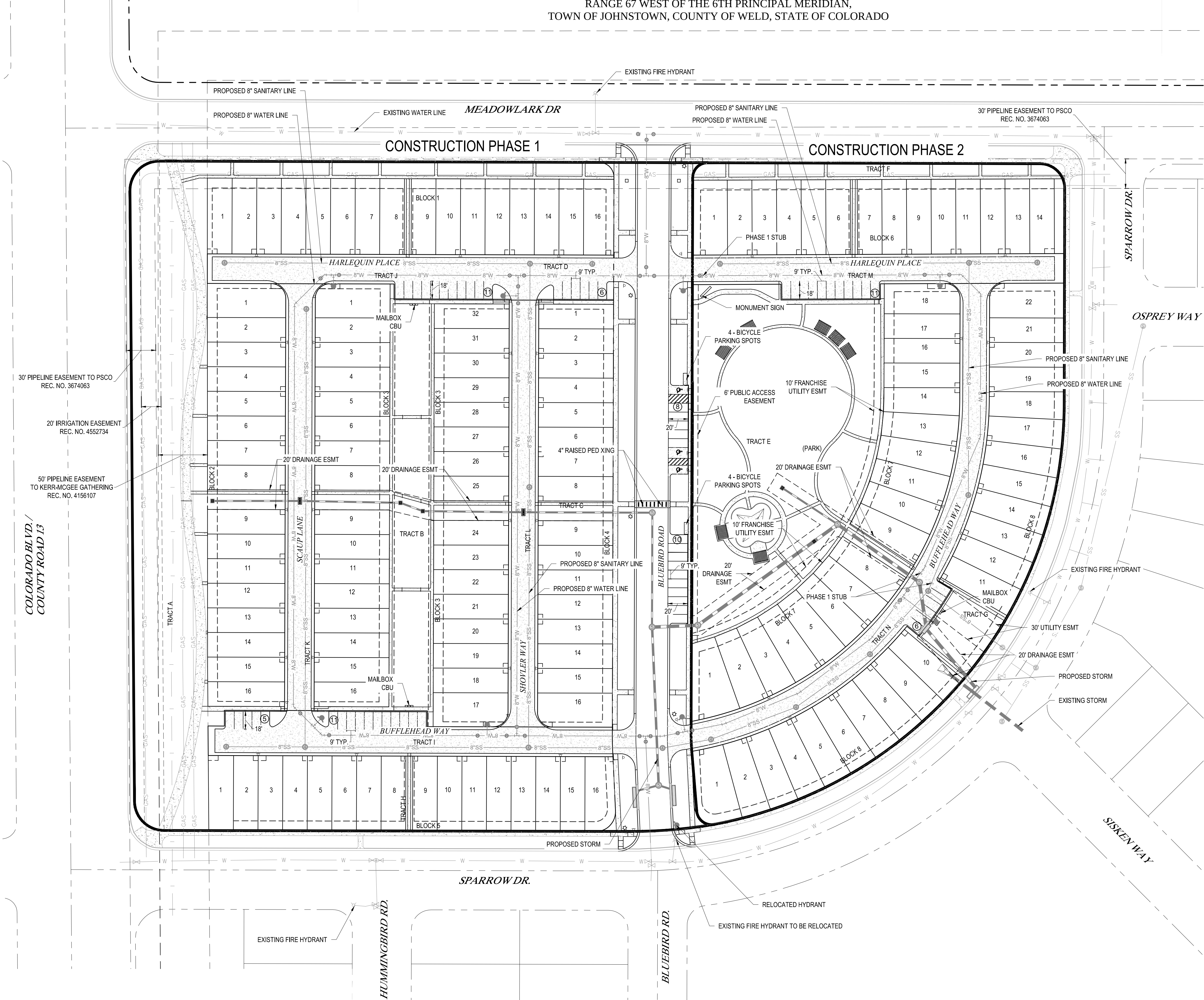
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720 5481350

JOB NO: LP200414.00 PROJ MGR:
DRAWN: CHECKED:

LC 01

COVER SHEET

JOHNSTOWN VILLAGE
P.U.D. - PRELIMINARY DEVELOPMENT PLAN, FILING NO. 2
A RESUBDIVISION OF TRACT P, JOHNSTOWN VILLAGE FILING NO. 1
LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



LEGEND

RIGHT OF WAY LINE	---
ALLEY TRACT LINE	---
LOT LINE	---
EASEMENT LINE	---
PHASING LINE	---
BLOCK NUMBER	BLOCK "X"
LOT NUMBER	1
PROPOSED WATER LINE	8"W
PROPOSED SANITARY LINE	8"SS
PROPOSED STORM LINE	---
EXISTING WATER LINE	W
EXISTING SANITARY LINE	SS
EXISTING GAS LINE	GAS
EXISTING IRRIGATION MAIN	I
PROPOSED HYDRANT	●

- NOTES
1. SURVEY MAY NOT REPRESENT ALL EXISTING SITE ENCUMBRANCES, AND EXISTING IMPROVEMENTS. CONTRACTOR IS TO FIELD VERIFY SITE CONDITIONS PRIOR TO MOBILIZATION
 2. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES. EXISTING UTILITIES SHOWN ON THESE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN AND DO NOT REFLECT A COMPLETE SURVEY OF EXISTING UTILITIES. CONTACT THE ENGINEER WITH DISCREPANCIES.
 3. REFERENCE THE APPROVED FINAL PLAT FOR SITE HORIZONTAL CONTROL INFORMATION.

Pintail Commons Parking Summary		
	Type	Quantity
Visitor/Resident Alley Parking (9x18)		50
Common Parking (9x20)		15
Handicap Spaces (9x20)		3
Total		68

NOTE: SUMMARY ABOVE DOES NOT INCLUDE THE TWO GARAGE SPACES PER RESIDENTIAL UNIT (ADDITIONAL 300 SPACES)

PRELIMINARY DEVELOPMENT PLAN

JOHNSTOWN VILLAGE TRACT P
RICHFILED HOMES - Longmont Colorado
Pintail Commons - Johnstown - Colorado

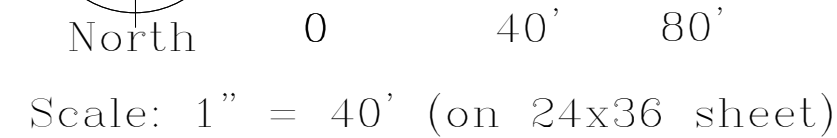
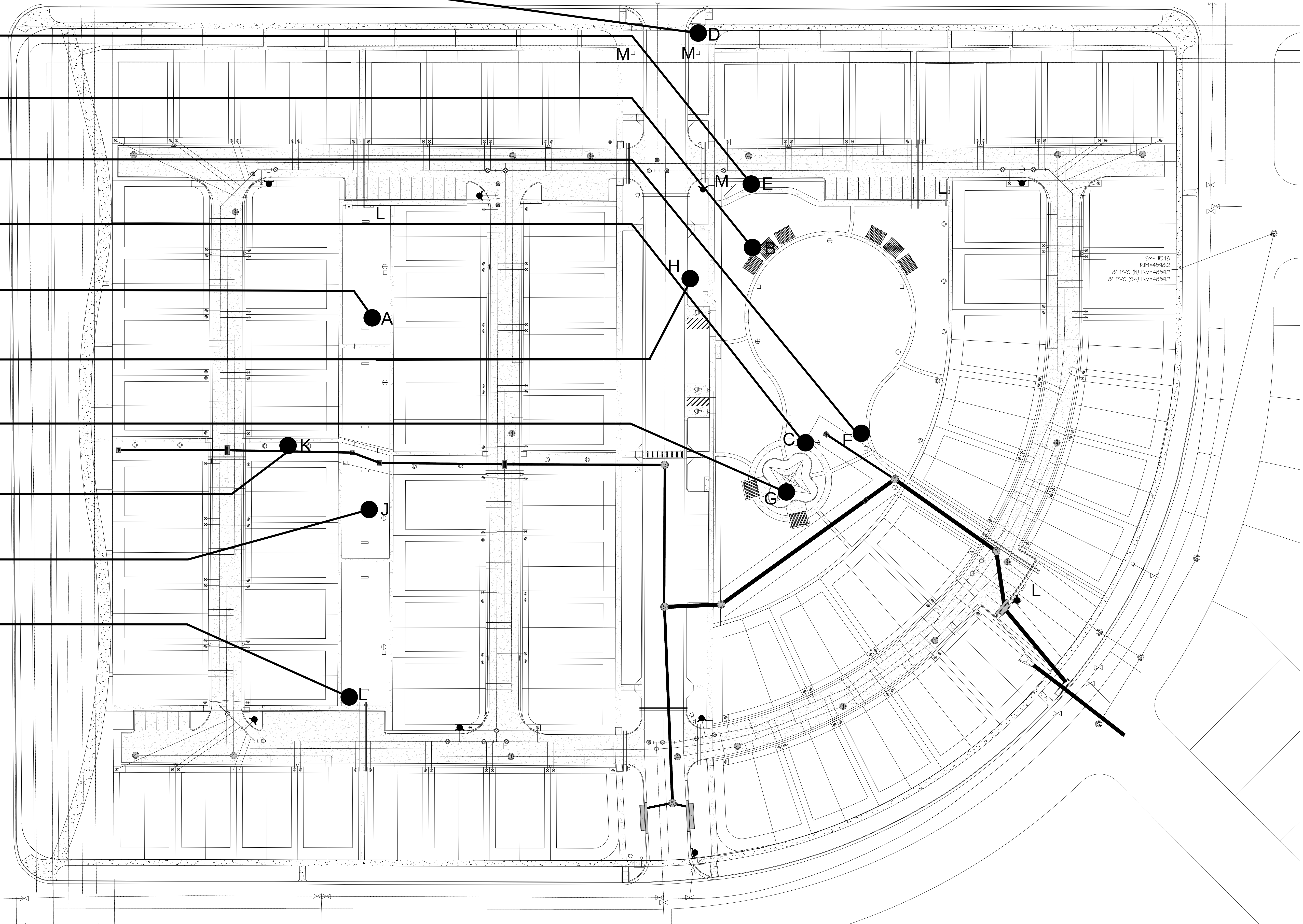


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Item D	Column
LD 04	Qty=2
Item E	Sign
LD 04	Qty=1
Item B	Trellis
TBD	Qty=1
Item F	Trash
LD 02	Qty=6
Item C	Climber
LD 03	Qty=1
Item A	Bench
LD 01	Qty=20
Item H	Bike Rack
LD 02	Qty=8
Item G	Surface
LD 02	Qty=1
Item K	Low-Glow Light
LD 03	Qty=15
Item J	Hi-Glow Light
LD 03	Qty=8
Item L	Mailbox
LD 03	Qty=10
Item M	In-ground Lights
LD 03	Qty=4



PRELIMINARY DEVELOPMENT PLAN



ISSUE DATE:

REVISIONS

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JOHNSTOWN VILLAGE TRACT P
RICHFILED HOMES - Longmont Colorado
Pintail Commons - Johnstown - Colorado



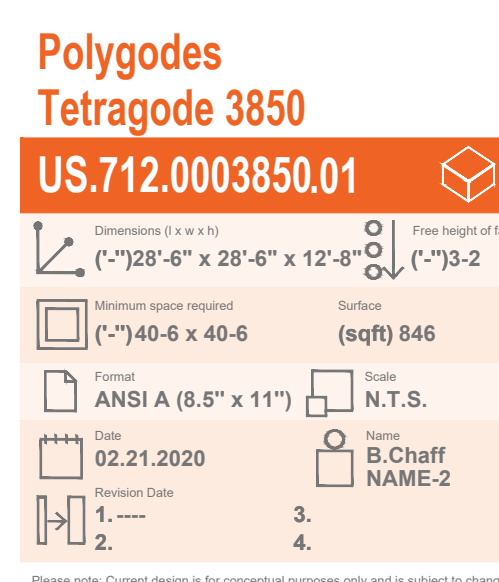
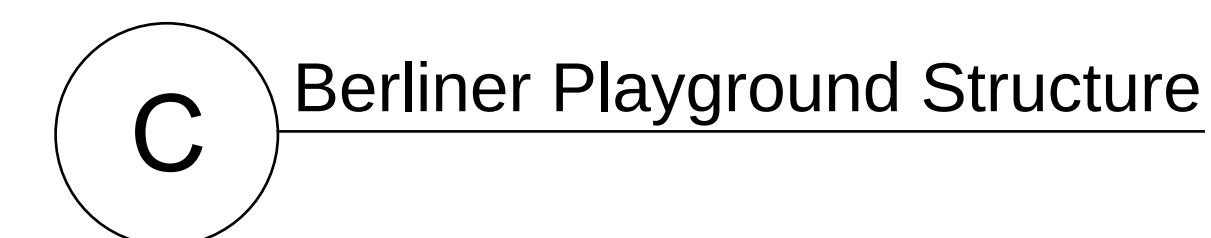
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LC 02

LANDSCAPE CALLOUT PLAN

A RESUBDIVISION OF TRACT P, JOHNSTOWN VILLAGE FILING NO. 1
LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



PRELIMINARY DEVELOPMENT PLAN

JOHNSTOWN VILLAGE TRACT P



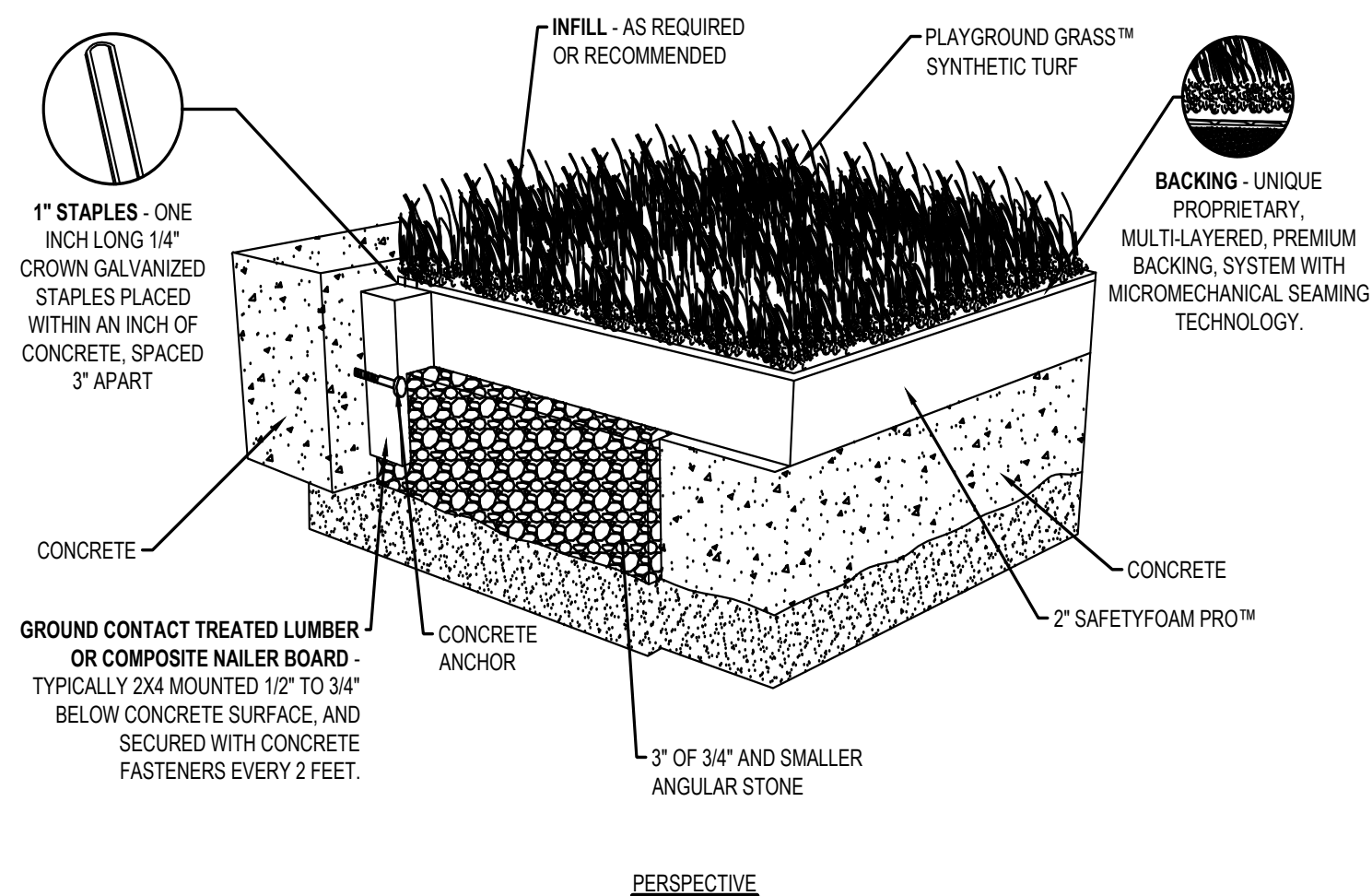
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DRAWN: CHECKED:

LD 01

LANDSCAPE DETAILS A-C

FR500P



NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN IS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 93 Grass, 5" Critical Fall



NOTES:

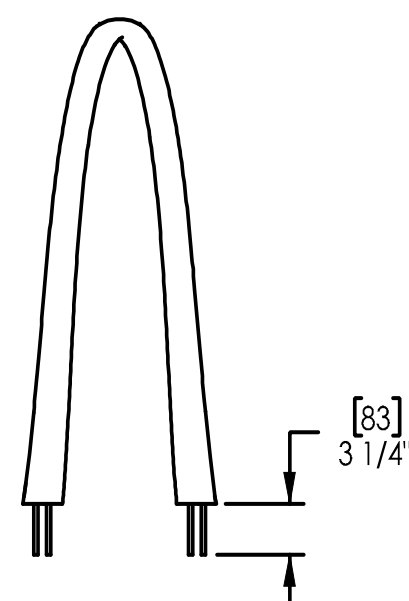
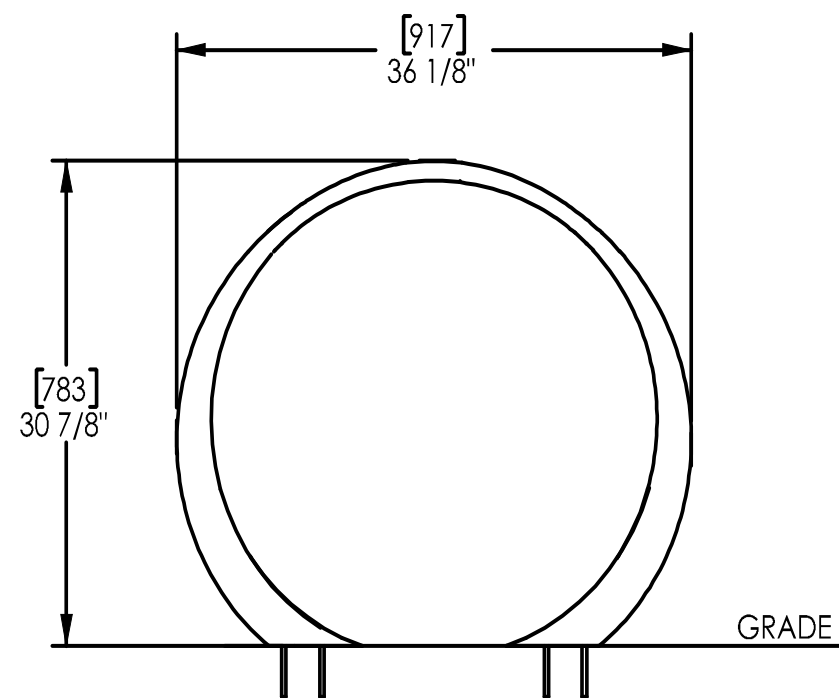
1. UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN INCHES AND PER ASME Y14.5M-1994.
2. ALL DIMENSIONS AFTER PLASTISOL COATING.
3. DO NOT SCALE DRAWING.

2	1	DOOR	9585
1	1	RECP	9584

32 GAL DOOR RECEPTACLE - PERF

1/4 **1 2 FR500P**

A diagram of a long, thin metal strip, possibly a spring, with a double-flange at one end. A dimension line with arrows at both ends indicates a length of 53 inches. Another dimension line with arrows at both ends indicates a width of 2 1/8 inches.



Drawing: AE100-02
Dimensions are in inches [mm]
U.S. Patent No. D754,032

Forever Lawn K9 Grass

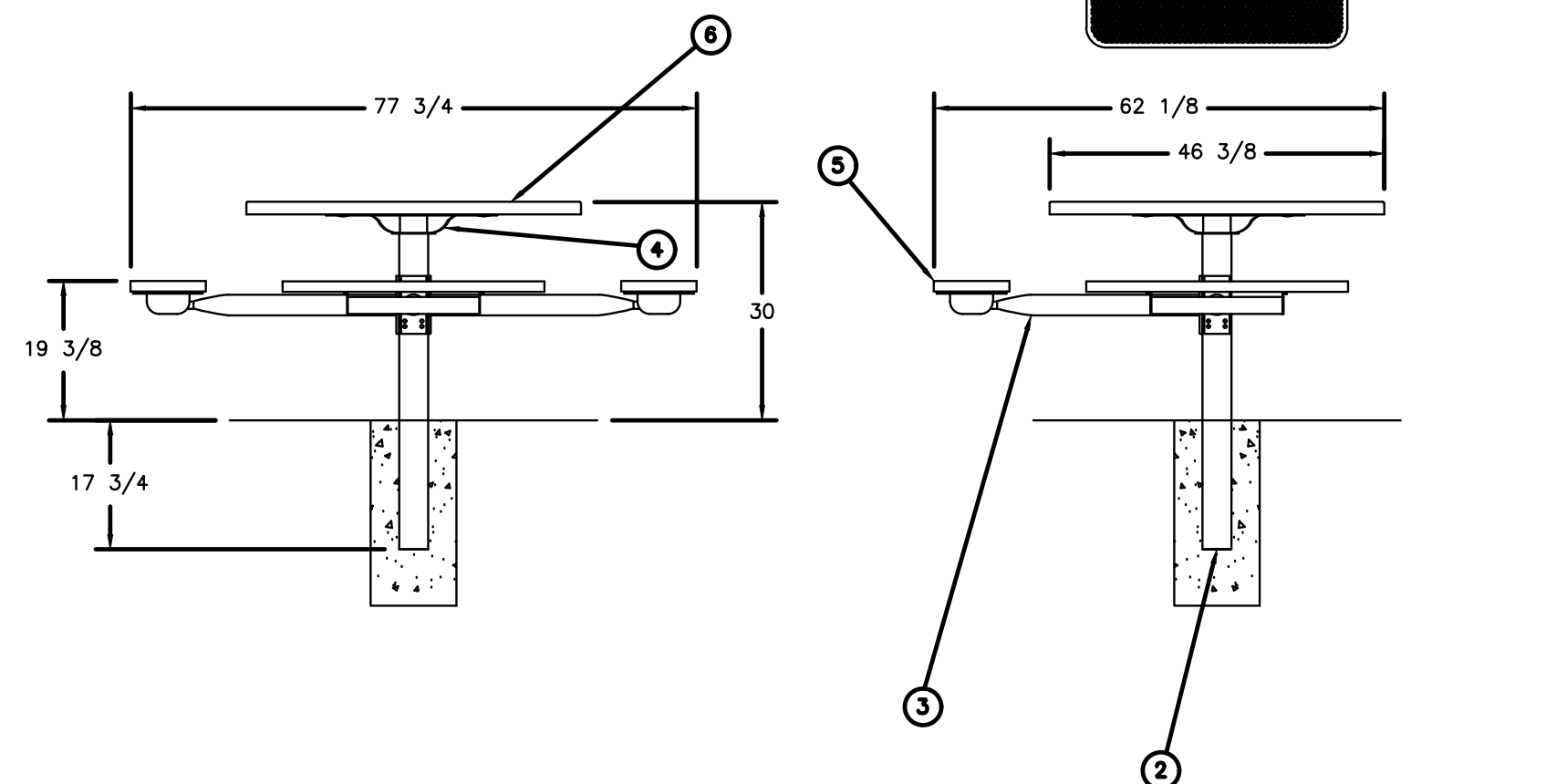
6	1	TOP	7835
5	3	SEAT	7530R
4	1	FRAME	7464
3	3	FRAME	7318A
2	1	POST	7306
1	1	PANEL	7276

46" SQ. GAME TABLE - 3 SEAT, X.M., BASIC

1/16 1 1 **SP230D**

NOTES:

1. UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN INCHES AND PER ASME Y14.5M-1994.
2. ALL DIMENSIONS AFTER TO PLASTISOL COATING.
3. DO NOT SCALE DRAWING.



JOHNSTOWN VILLAGE TRACT P

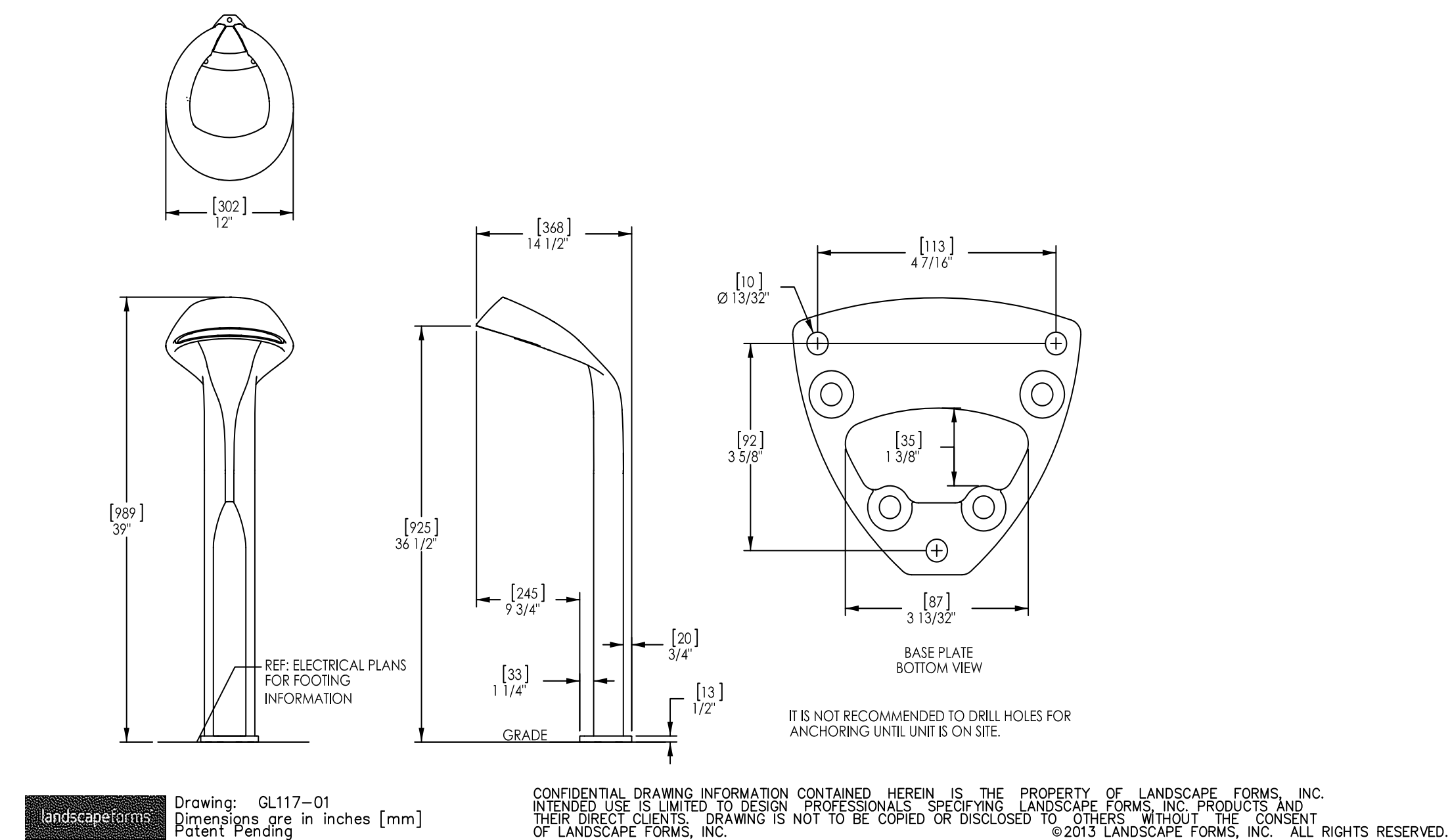


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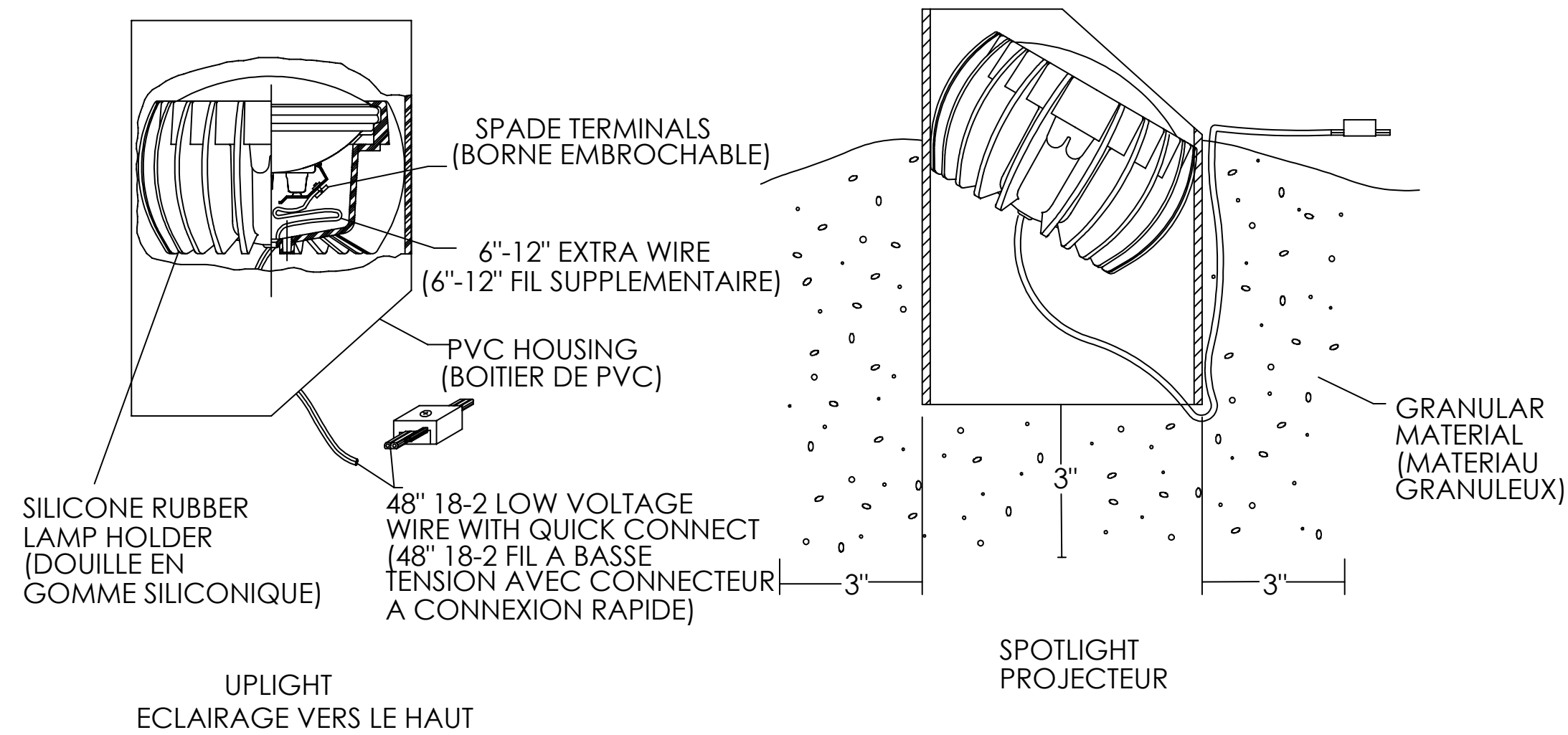
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LD 02

LANDSCAPE DETAILS F-



✓ Landscape Forms Bollard Light



1. This unit is approved for USPS and private applications.
2. Decorative mailbox accessories sold separately and are USPS Approved products.
3. Pedestal should be installed with included Rubber Pad; mounting hardware not included, refer to installation manual for recommendations.
4. Florence "F" series CBU is Officially Licensed by USPS: License#CDSEQ-08-B-0012

M Lightology 12V Inground Well Light

16 Unit Mailbox Mailbox Emporium

M Lightology 12V Inground Well Light

PRELIMINARY DEVELOPMENT PLAN

JOHNSTOWN VILLAGE TRACT P
RICHFILED HOMES - Longmont Colorado
Pintail Commons - Johnstown - Colorado



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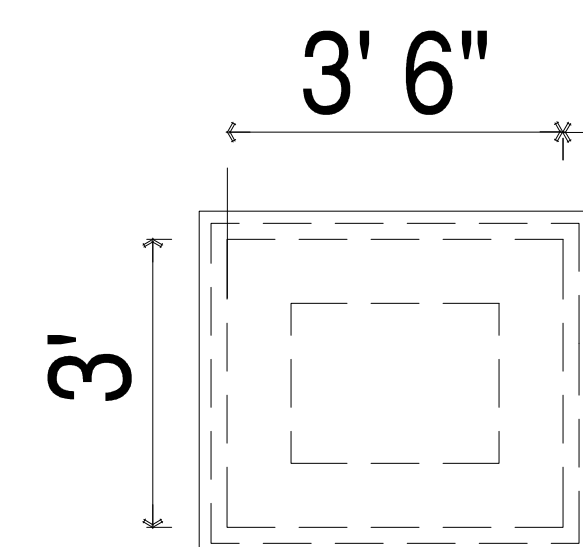
LD 03

LANDSCAPE DETAILS J-M

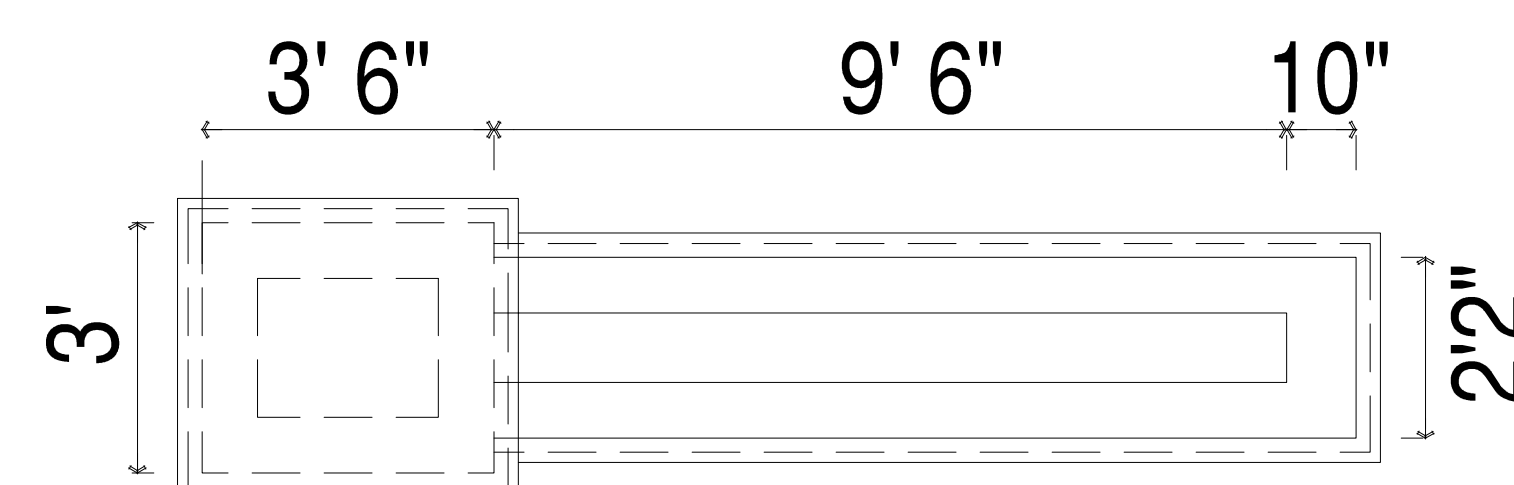
JOHNSTOWN VILLAGE

P.U.D. - PRELIMINARY DEVELOPMENT PLAN, FILING NO. 2

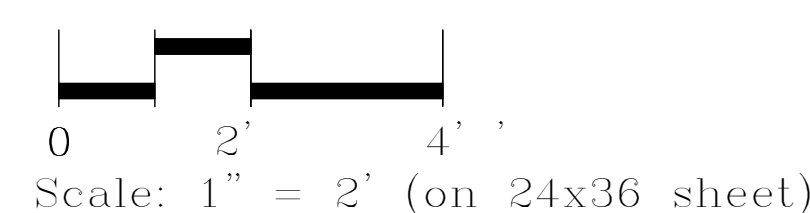
A RESUBDIVISION OF TRACT P, JOHNSTOWN VILLAGE FILING NO. 1
LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



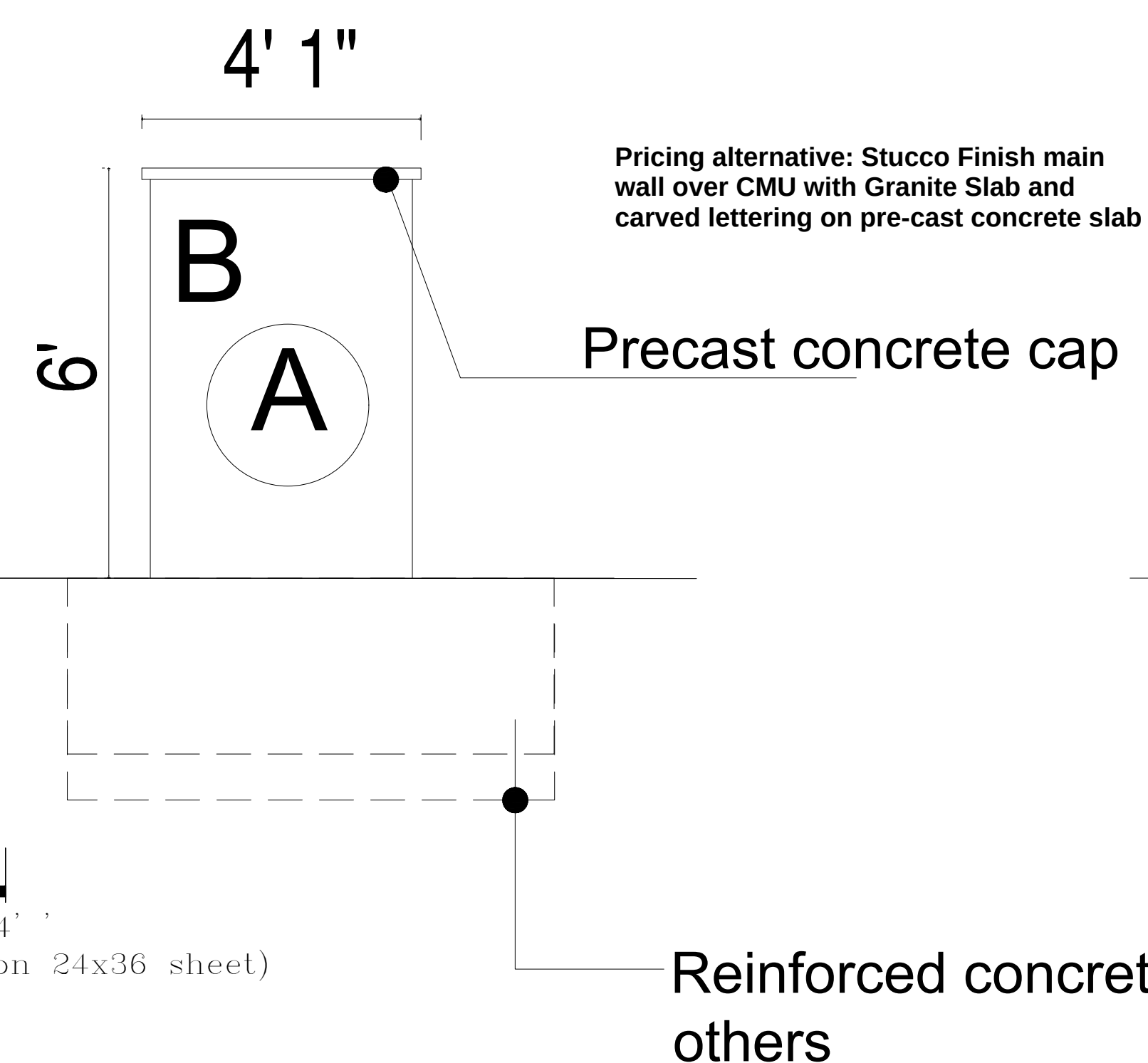
LD 04 -01 Plan



LD 04 -04 Plan



Scale: 1" = 2' (on 24x36 sheet)

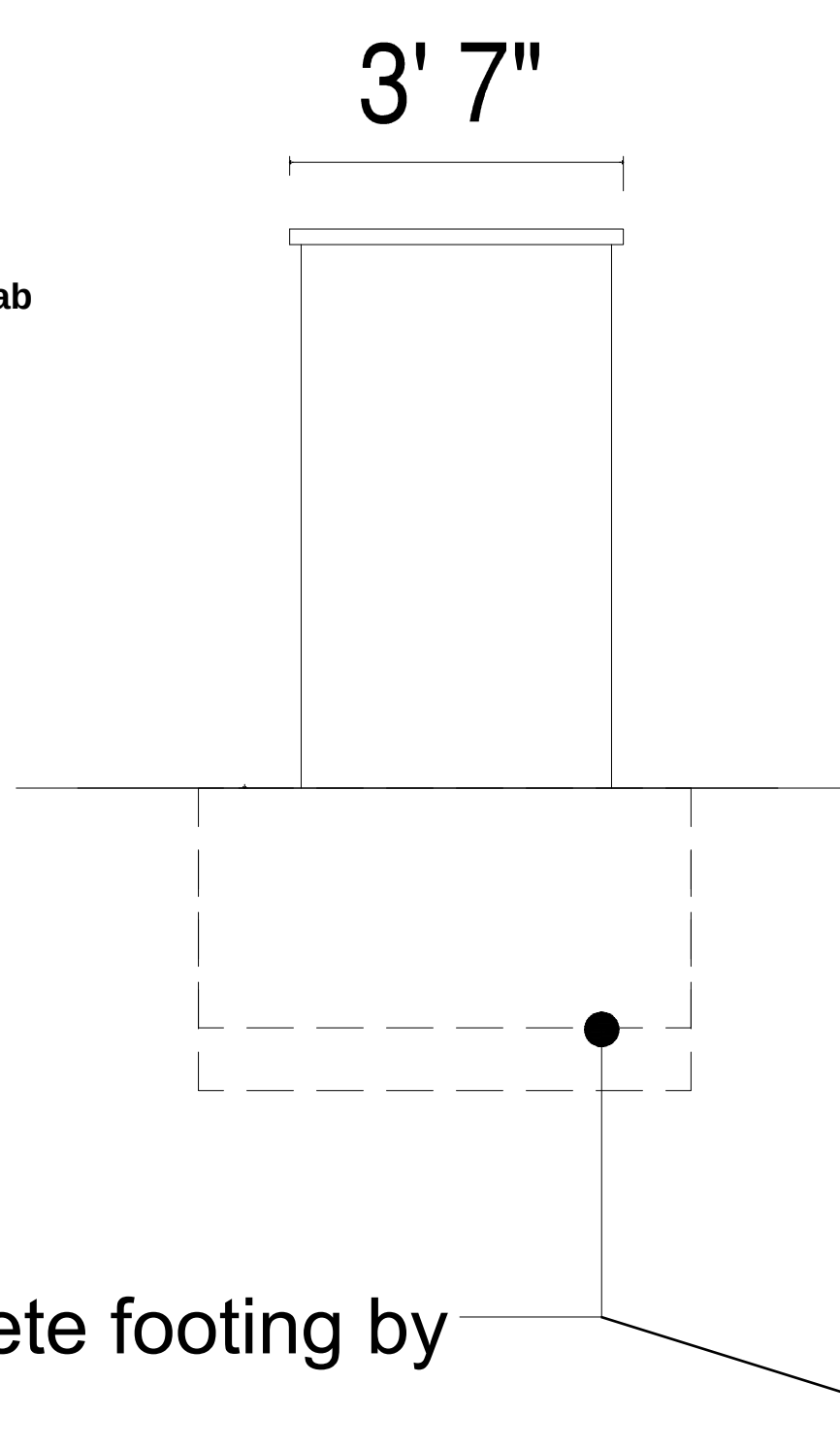


Pricing alternative: Stucco Finish main wall over CMU with Granite Slab and carved lettering on pre-cast concrete slab

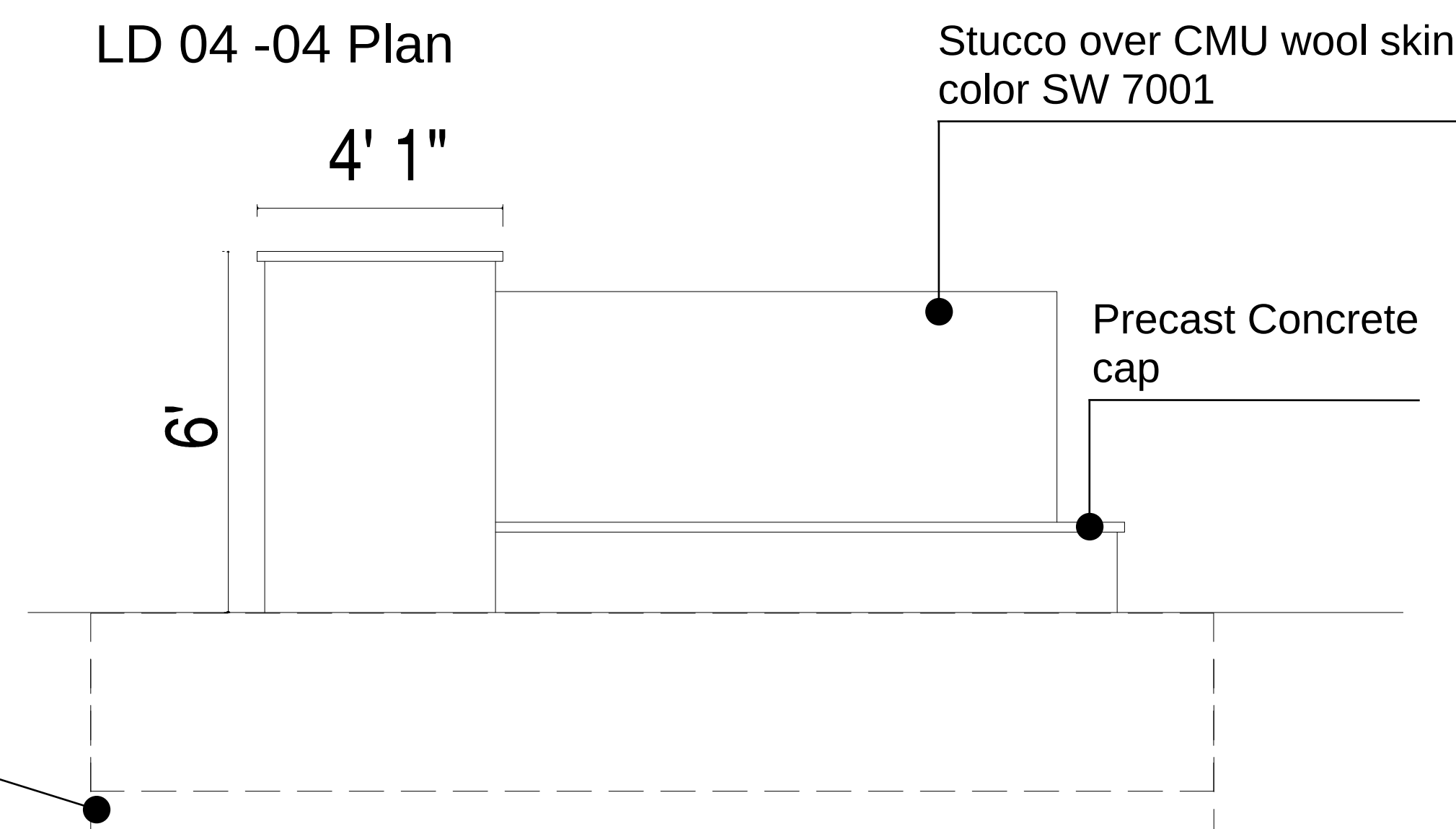
Precast concrete cap

- Reinforced concrete footing by others

LD 04 -02 Elevation 1



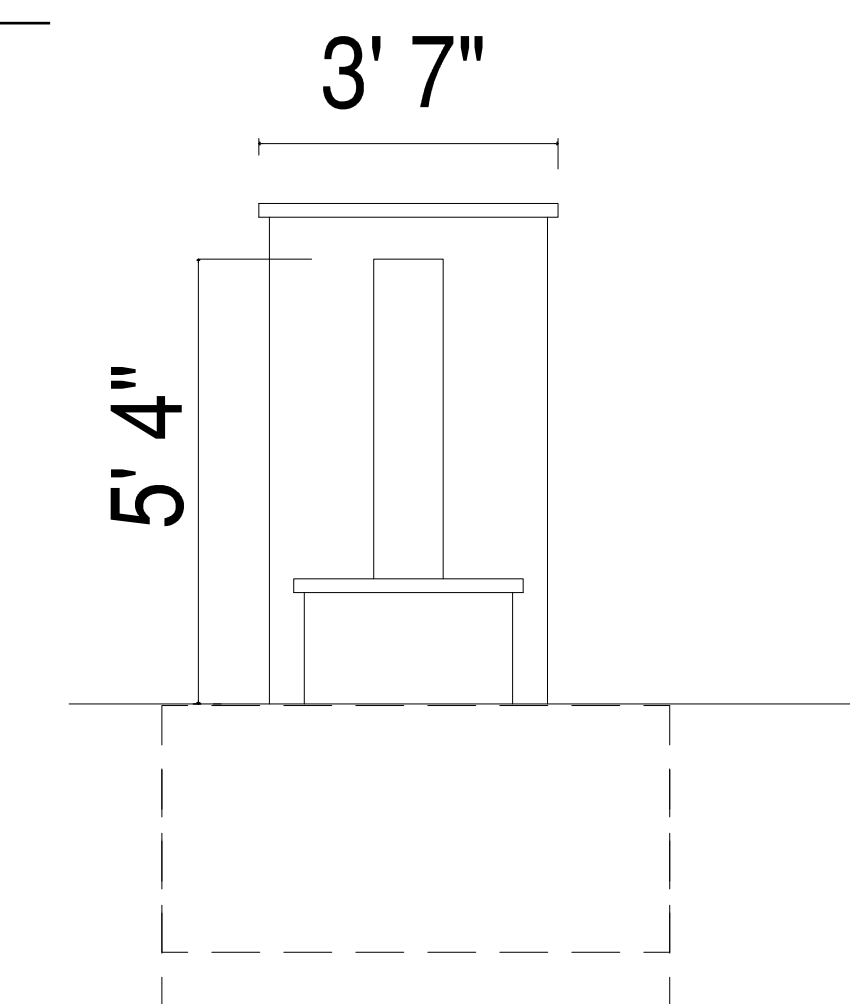
LD 04 -03 Elevation 2



Stucco over CMU wool skin
color SW 7001

Precast Concrete
cap

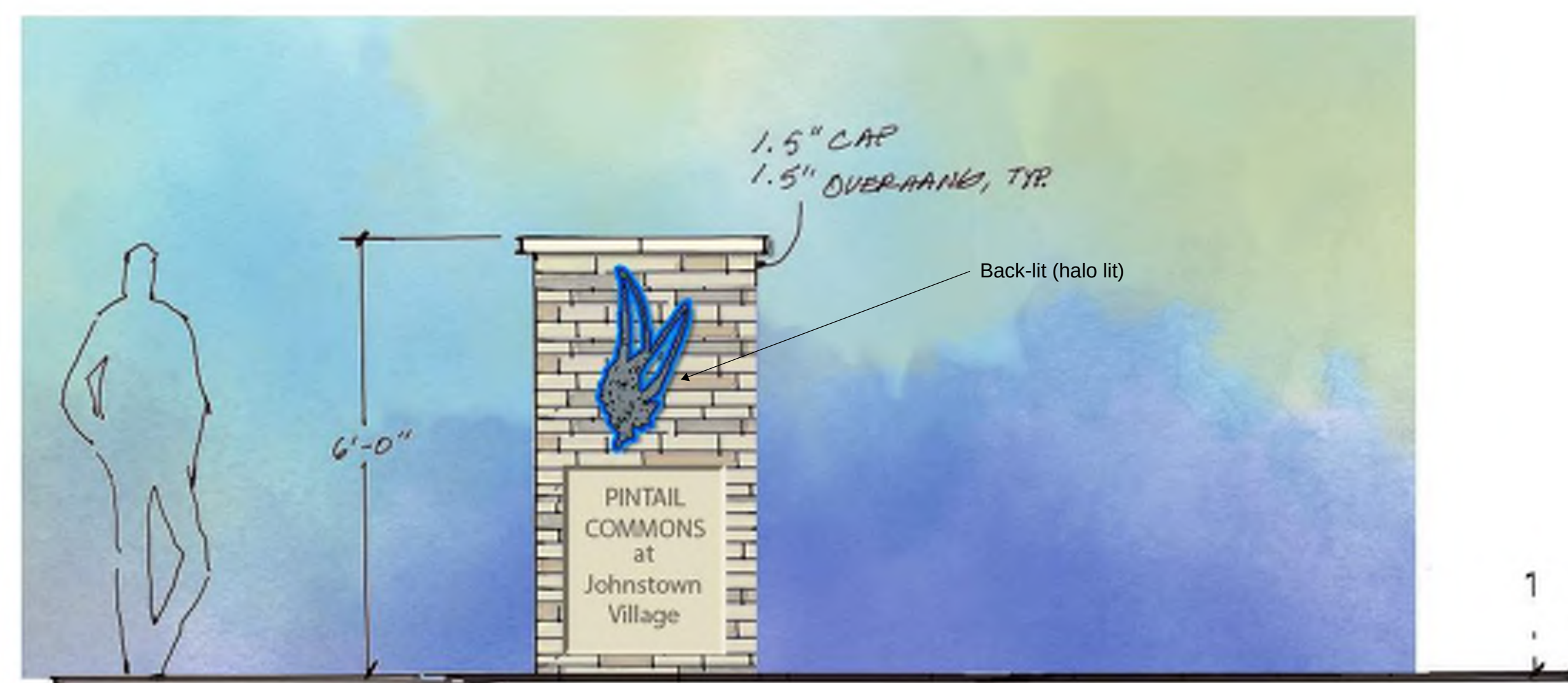
LD 04 -05 Elevation 1



LD 04 -06 Elevation 2



Laser cut Pintail Feather, Pin
mounted halo lit, Steel Gray
SW 2120. 24" tall

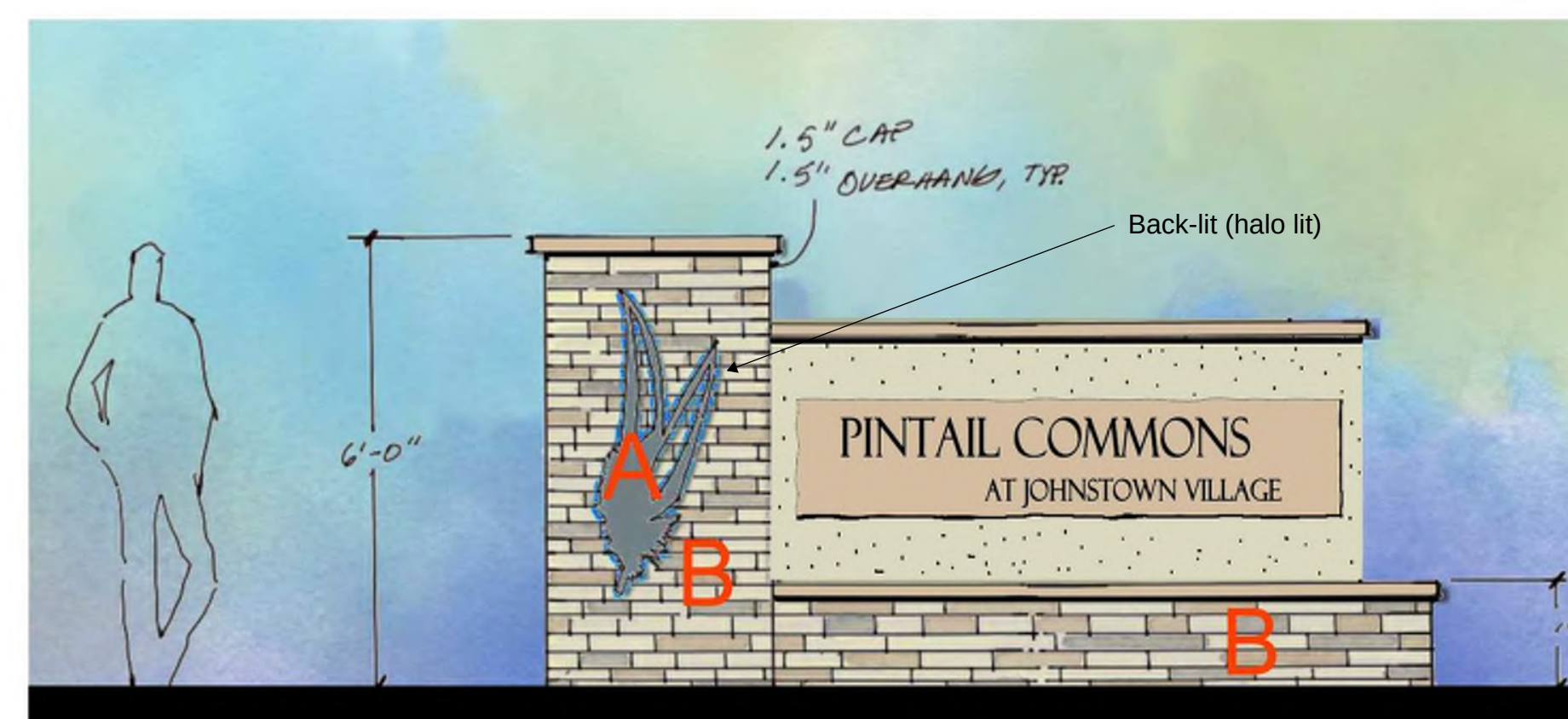


- Back-lit (halo lit)

PINTAIL
COMMONS
at
Johnstown
Village

Item D - Main Entry Signage Qty=2

Stucco Finish main wall over CMU with Granite Slab and carved lettering by local sign-age manufacturer/supplier. Logo is to be back-lit (halo lit).

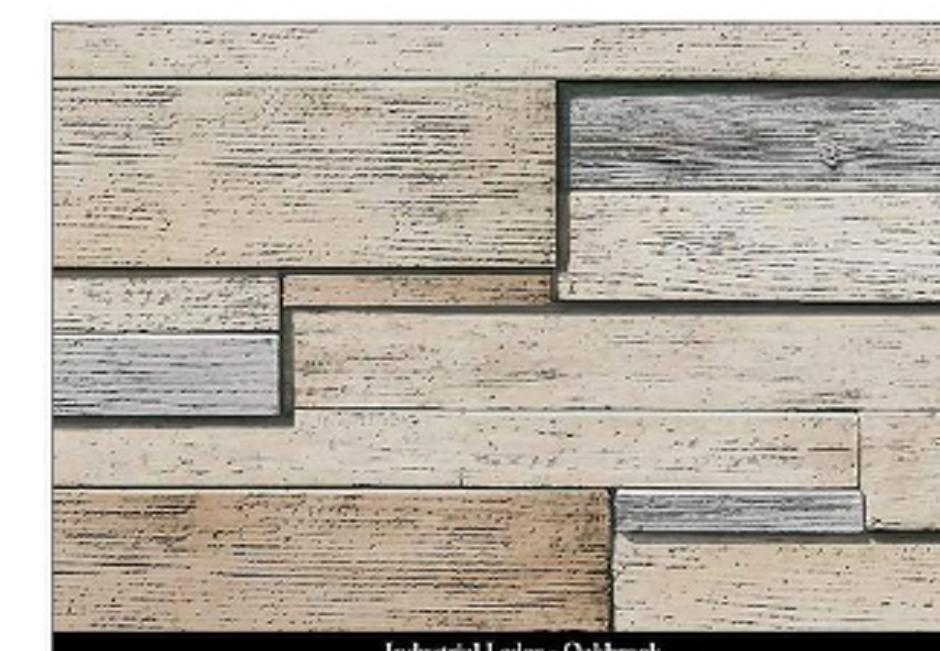


- Back-lit (halo lit)

PINTAIL COMMONS
AT JOHNSTOWN VILLAGE

Item E - Park Entry Signage Qty=1

Synthetic stone veneer
Industrial Ledge dry stack,
Shale gray, Polymer modified grout



B

[illegible]

160

A RESUBDIVISION OF TRACT P, JOHNSTOWN VILLAGE FILING NO. 1
LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



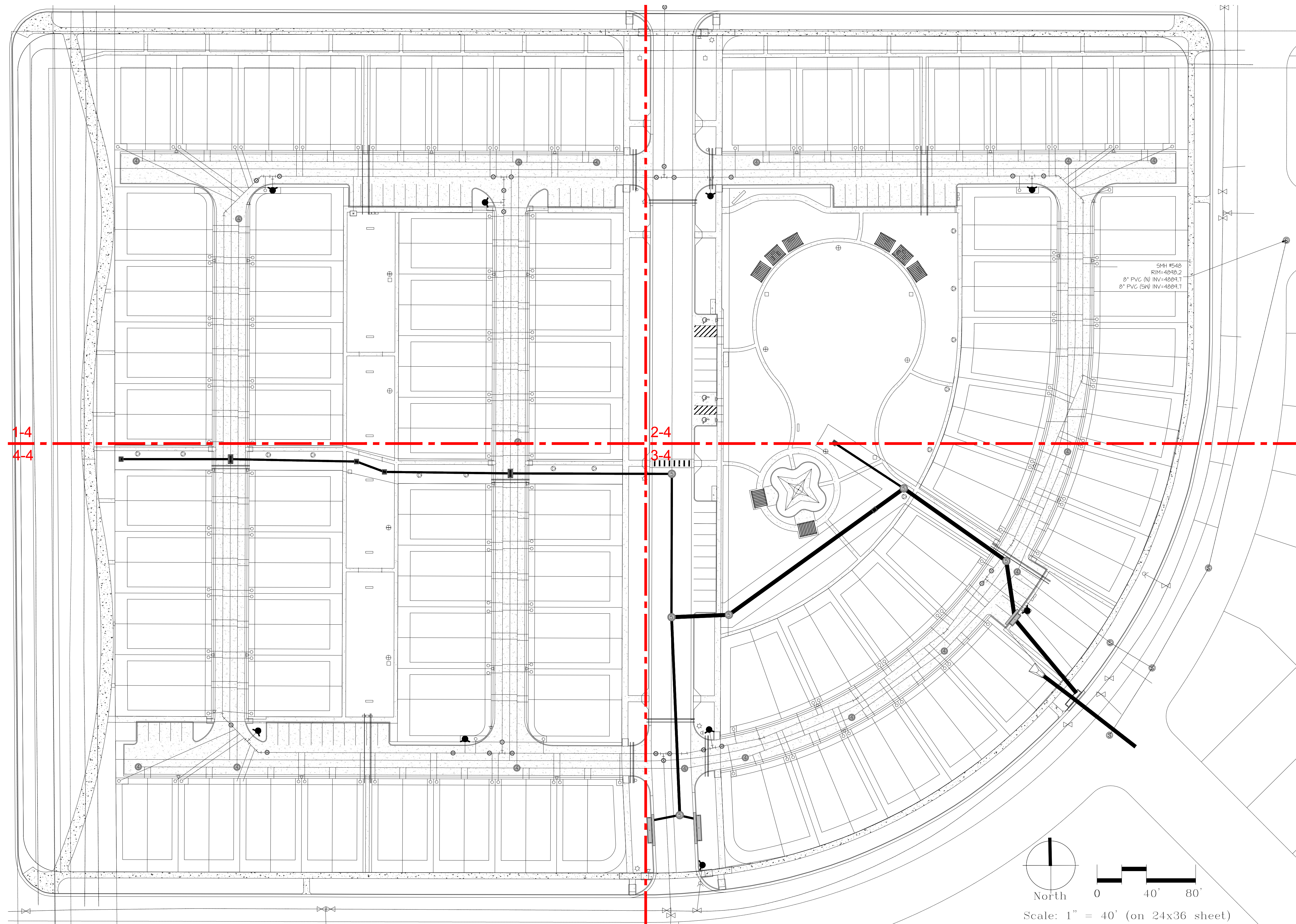
JOHNSTOWN VILLAGE TRAILS
RICHFIELD HOMES - Longmont Colorado
Pintail Commons - Johnstown - Colorado



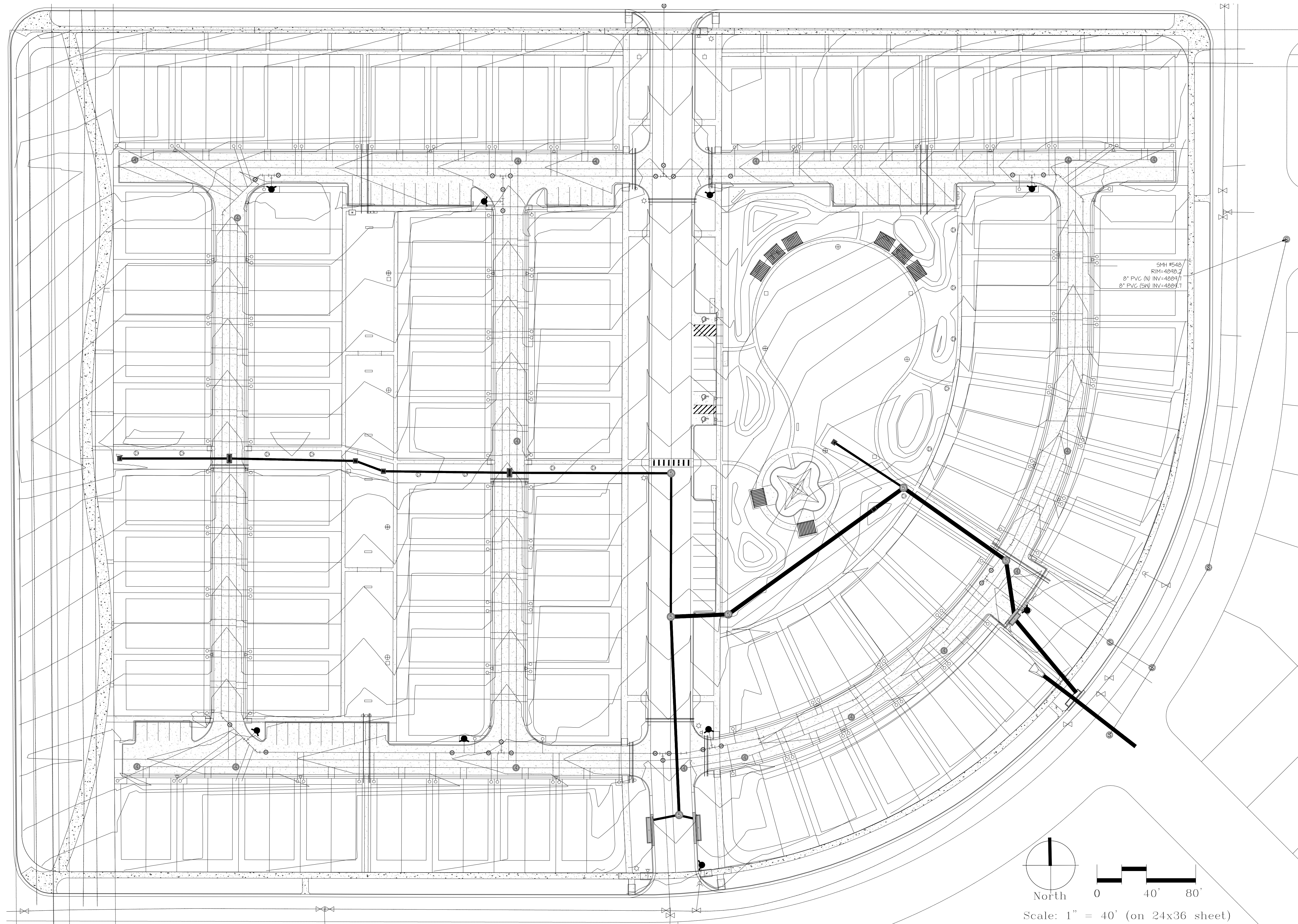
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LANDSCAPE LAYOUT PLAN

PRELIMINARY DEVELOPMENT PLAN



JOHNSTOWN VILLAGE
P.U.D. - PRELIMINARY DEVELOPMENT PLAN, FILING NO. 2
A RESUBDIVISION OF TRACT P, JOHNSTOWN VILLAGE FILING NO. 1
LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH
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PRELIMINARY DEVELOPMENT PLAN

JOHNSTOWN VILLAGE TRACT P
RICHFILED HOMES - Longmont Colorado
Pintail Commons - Johnstown - Colorado

BSB
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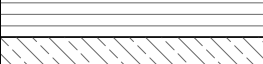
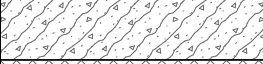
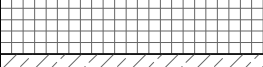
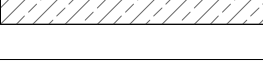
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LL 02
LANDSCAPE CONTOUR PLAN

ENERTIA
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PLANT SCHEDULE NEW							
TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY	DETAIL	REMARKS
	ABM	Acer x freemanii 'Jeffers' TM / Autumn Blaze Freeman Maple	2" Cal.		10		ABM
	ABS	Amelanchier x grandiflora 'Autumn Brilliance' / Autumn Brilliance Apple Serviceberry	6' Ht.		6		
	CSP	Catalpa speciosa / Northern Catalpa	2" Cal.		8		
	CEO	Cercis occidentalis / Western Redbud	2" Cal.		10		
	SHL	Gleditsia triacanthos inermis 'Shademaster' / Shademaster Honey Locust	2" Cal.		10		
	KPA	Koeleruteria paniculata / Golden Rain Tree	1.5" Cal.		15		
	SSC	Malus x 'Spring Snow' / Spring Snow Crabapple	6' Ht.		2		
	BAK	Picea pungens 'Baker' / Baker Blue Spruce	6' Ht.		6		
	ARP	Pyrus calleryana 'Aristocrat' TM / Aristocrat Callery Pear	1.5" Cal.		4		
	CHP	Pyrus calleryana 'Chanticleer' / Chanticleer Callery Pear	1.5" Cal.		7		
	NRO	Quercus rubra / Red Oak	2" Cal.		8		
	JPT	Sophora japonica 'Halka' TM / Millstone Japanese Pagoda Tree	2" Cal.		9		
	LGS	Tilia cordata 'Greenspire' / Greenspire Littleleaf Linden	2" Cal.		6		
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE		QTY	DETAIL	REMARKS
	BUD	Buddleia x weyeriana / Weyeriana Butterfly Bush	5 gal.		88		
	ARJ	Juniperus chinensis 'Armstrong' / Armstrong Mounding Juniper	5 gal.		24		
	SPJ	Juniperus chinensis 'Spartan' / Spartan Juniper	5 gal.		41		
	BCJ	Juniperus horizontalis 'Blue Chip' / Blue Chip Juniper	5 gal.		18		
	HUJ	Juniperus horizontalis 'Hughes' / Hughes Creeping Juniper	5 gal.		43		
	COL	Juniperus scopulorum 'Cologreen' / Cologreen Juniper	5 gal.		29		
	MAH	Mahonia aquifolium 'Orange Flame' / Oregon Grape	5 gal.		68		
	SWN	Physocarpus opulifolius / Ninebark	5 gal.		202		
	JAC	Potentilla fruticosa 'Jackmanii' / Jackman's Bush Cinquefoil	5 gal.		47		
	CUR	Ribes alpinum / Alpine Currant	5 gal.		57		
	SAW	Spiraea japonica / Japanese Spiraea	5 gal.		59		
	GFS	Spiraea japonica 'Goldflame' / Goldflame Japanese Spiraea	5 gal.		93		
	SNF	Spiraea japonica 'Neon Flash' / Neon Flash Japanese Spiraea	5 gal.		193		
	SNO	Symphoricarpos albus oreophilus / Snowberry	5 gal.		97		
	MKL	Syringa patula 'Miss Kim' / Miss Kim Korean Lilac	5 gal.		150		
	WEI	Weigela florida 'Alexandra' TM / Wine & Roses Weigela	5 gal.		105		
ORNAMENTAL GRASSES	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY	DETAIL	REMARKS
	CO	Coreopsis lanceolata / Lanceleaf Tickseed	1 gal.	36" o.c.	58		
	GA	Gaura lindheimeri 'Summer Breeze' / Summer Breeze Gaura	1 gal.	36" o.c.	133		
	DL	Hemerocallis x 'Autumn Red' / Autumn Red Daylily	1 gal.	36" o.c.	724		
	PV	Perovskia atriplicifolia 'Little Spire' / Little Spire Russian Sage	1 gal.	36" o.c.	185		
	PC	Scabiosa columbaria 'Butterfly Blue' TM / Butterfly Blue Scabiosa	1 gal.	36" o.c.	281		
PERENNIALS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY	DETAIL	REMARKS
	YA	Achillea x 'Moonshine' / Moonshine Yarrow	1 gal.	36" o.c.	286		
	KOR	Calamagrostis brachytricha / Korean Feather Reed Grass	1 gal.	48" o.c.	451		
	FRG	calamagrostis x acutiflora / Feather Reed Grass	1 gal.	48" o.c.	165		
	IP	Delosperma cooperi / Purple Ice Plant	1 gal.	36" o.c.	154		
	SIS	Festuca idahoensis 'Siskiyou Blue' / Siskiyou Blue Fescue	1 gal.	48" o.c.	366		
	HYS	Hyssopus officinalis / Hyssop	1 gal.	48" o.c.	367		
	MLM	Miscanthus sinensis 'Morning Light' / Morning Light Eulalia Grass	1 gal.	48" o.c.	167		
	SWG	Panicum virgatum 'Shenandoah' / Shenandoah Switch Grass	1 gal.	48" o.c.	46		
	LAWN	Parthenocissus x 'Hacienda Creeper' / Hacienda Creeper	---		74,302 sf		
	PEN	Pennisetum alopecuroides 'Hamel' / Hameln Fountain Grass	1 gal.	48" o.c.	164		
	OFG	Pennisetum orientale / Oriental Fountain Grass	1 gal.	48" o.c.	371		

JOHNSTOWN VILLAGE

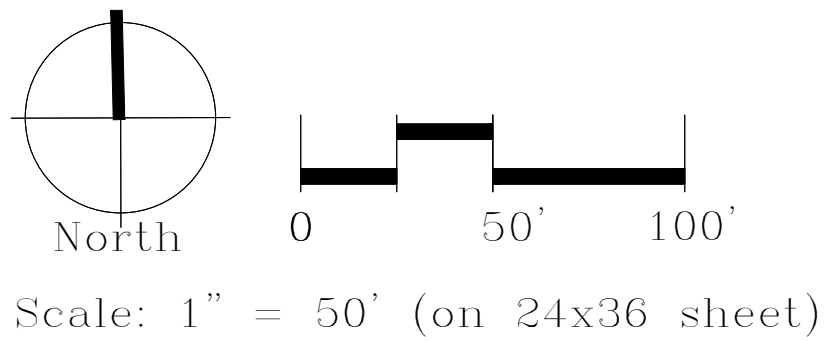
P.U.D. - PRELIMINARY DEVELOPMENT PLAN, FILING NO. 2

A RESUBDIVISION OF TRACT P, JOHNSTOWN VILLAGE FILING NO. 1

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH

RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,

TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



ISSUE DATE:	REVISIONS									
	NO.	DATE	DESCRIPTION	BY	CHKD.	APPD.	REV.	REV.	REV.	REV.

JOHNSTOWN VILLAGE TRACT P

RICHFILED HOMES - Longmont Colorado

Pintail Commons - Johnstown - Colorado

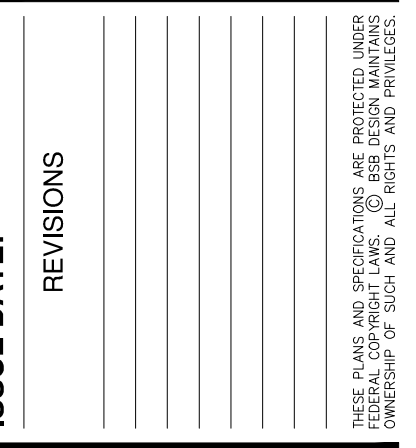


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720 5481350

JOB NO: LP200414.00 PROJ MGR:
DRAWN: CHECKED:

LP 01

OVERALL
PLANTING PLAN



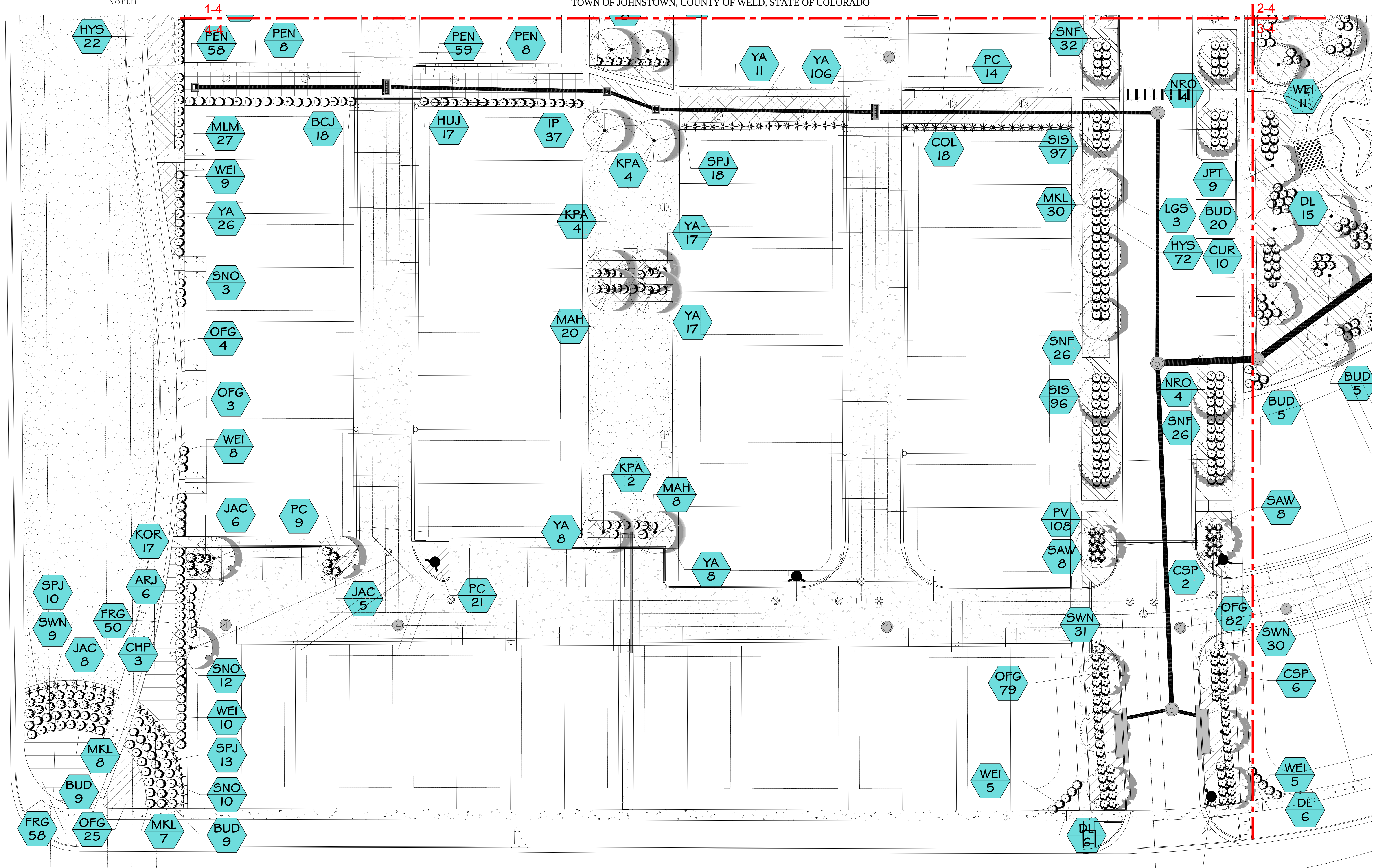
JOHNSTOWN VILLAGE TRACT P
RICHFILED HOMES - Longmont Colorado
Pintail Commons - Johnstown - Colorado



DB NO: LP200414.00 PROJ MGR:
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LP 04

PLANTING
SOUTH-EAST QUARTER
3-4



REVISIONS

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JOHNSTOWN VILLAGE TRACT P

RICHFILED HOMES - Longmont Colorado
Pintail Commons - Johnstown - Colorado

PRELIMINARY DEVELOPMENT PLAN

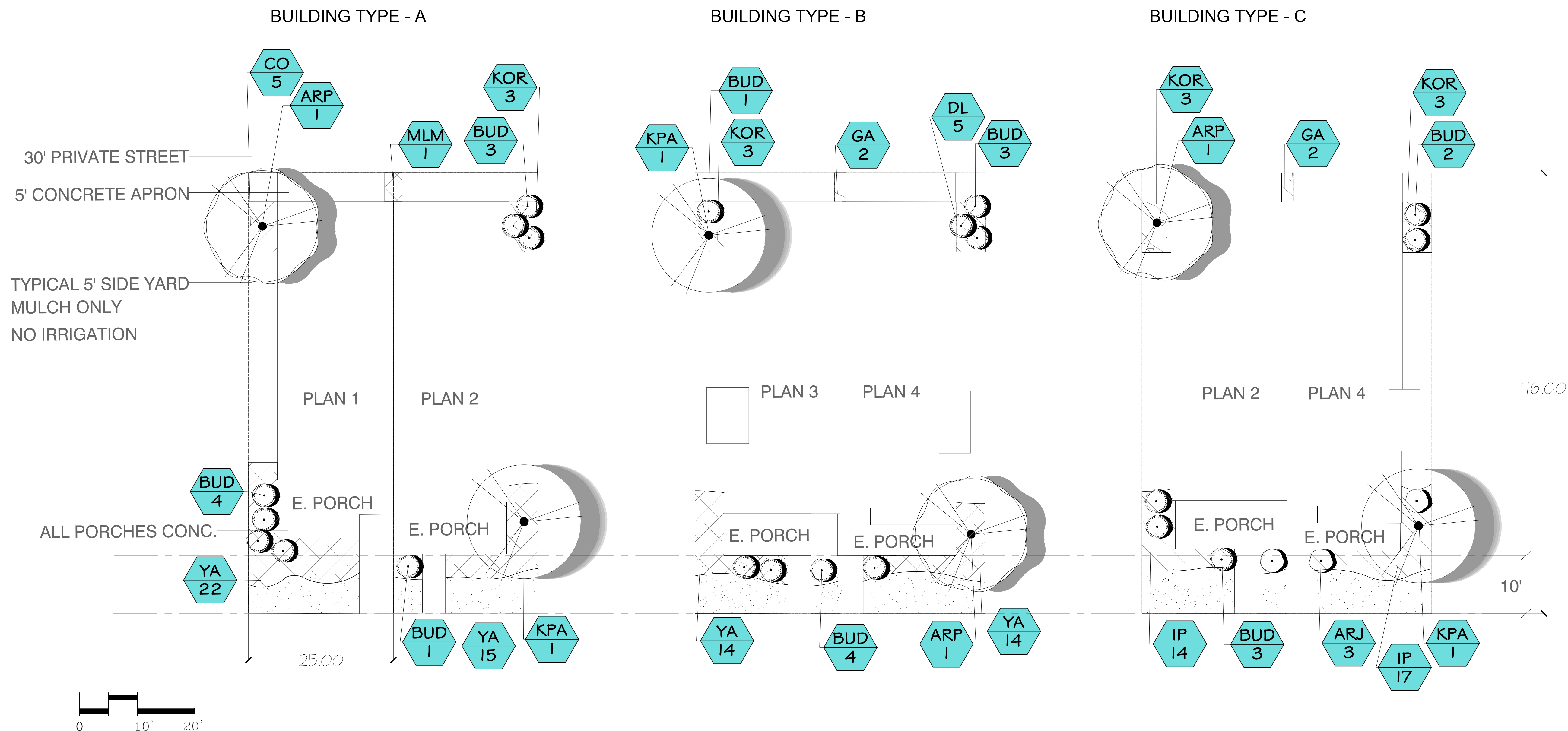


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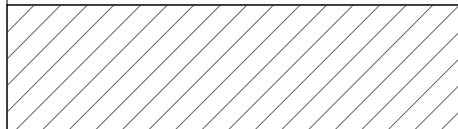
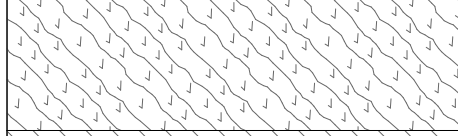
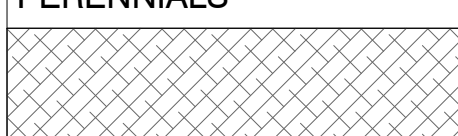
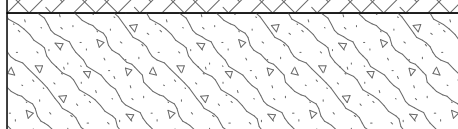
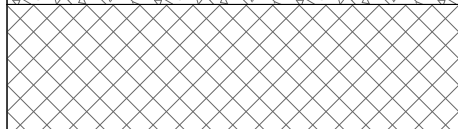
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AWN: CHECKED:

LP 05

PLANTING
SOUTH-WEST QUARTER
4-4



PLANT SCHEDULE TYPICALS				
TREES	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	KPA	Koelreuteria paniculata / Golden Rain Tree	1.5" Cal.	3
	ARP	Pyrus calleryana 'Aristocrat' TM / Aristocrat Callery Pear	1.5" Cal.	3
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	BUD	Buddleia x weyeriana / Weyeriana Butterfly Bush	5 gal.	21
	ARJ	Juniperus chinensis 'Armstrong' / 'Armstrong' Mounding Juniper	5 gal.	3

ORNAMENTAL GRASSES	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
	CO	Coreopsis lanceolata / Lanceleaf Tickseed	1 gal.	36" o.c.	8
	GA	Gaura lindheimeri 'Summer Breeze' / Summer Breeze Gaura	1 gal.	36" o.c.	2
	DL	Hemerocallis x 'Autumn Red' / Autumn Red Daylily	1 gal.	36" o.c.	16
	PV	Perovskia atriplicifolia 'Little Spire' / Little Spire Russian Sage	1 gal.	36" o.c.	2
PERENNIALS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
	YA	Achillea x 'Moonshine' / Moonshine Yarrow	1 gal.	36" o.c.	53
	KOR	Calamagrostis brachytricha / Korean Feather Reed Grass	1 gal.	48" o.c.	12
	MLM	Miscanthus sinensis 'Morning Light' / Morning Light Eulalia Grass	1 gal.	48" o.c.	2
	LAWN	Parthenocissus x 'Hacienda Creeper' / Hacienda Creeper	---		620 sf

THESE ITEMS TO BE CALCULATED ON A PER-LOT BASIS FOR THREE DIFFERENT LOT ARRANGEMENTS TIMES THE NUMBER OF EACH LOT TYPE TO BE BUILT BY THE DEVELOPER (TO BE DETERMINED BASED ON FUTURE LOT SALES)
LANDSCAPE CONTRACTOR SHALL PROVIDE A COST FOR EACH OF THREE LOT TYPES X NUMBER OF LOTS PER PHASE (TO BE DETERMINED)

JOHNSTOWN VILLAGE TRACT P



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LP 06

LANDSCAPE PLANTING
TYPICAL DUPLEX UNIT

JOHNSTOWN VILLAGE
P.U.D. - PRELIMINARY DEVELOPMENT PLAN, FILING NO. 2
A RESUBDIVISION OF TRACT P, JOHNSTOWN VILLAGE FILING NO. 1
LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH
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TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



REVISIONS

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JOHNSTOWN VILLAGE TRACT P
RICHFILED HOMES - Longmont Colorado
Pintail Commons - Johnstown - Colorado



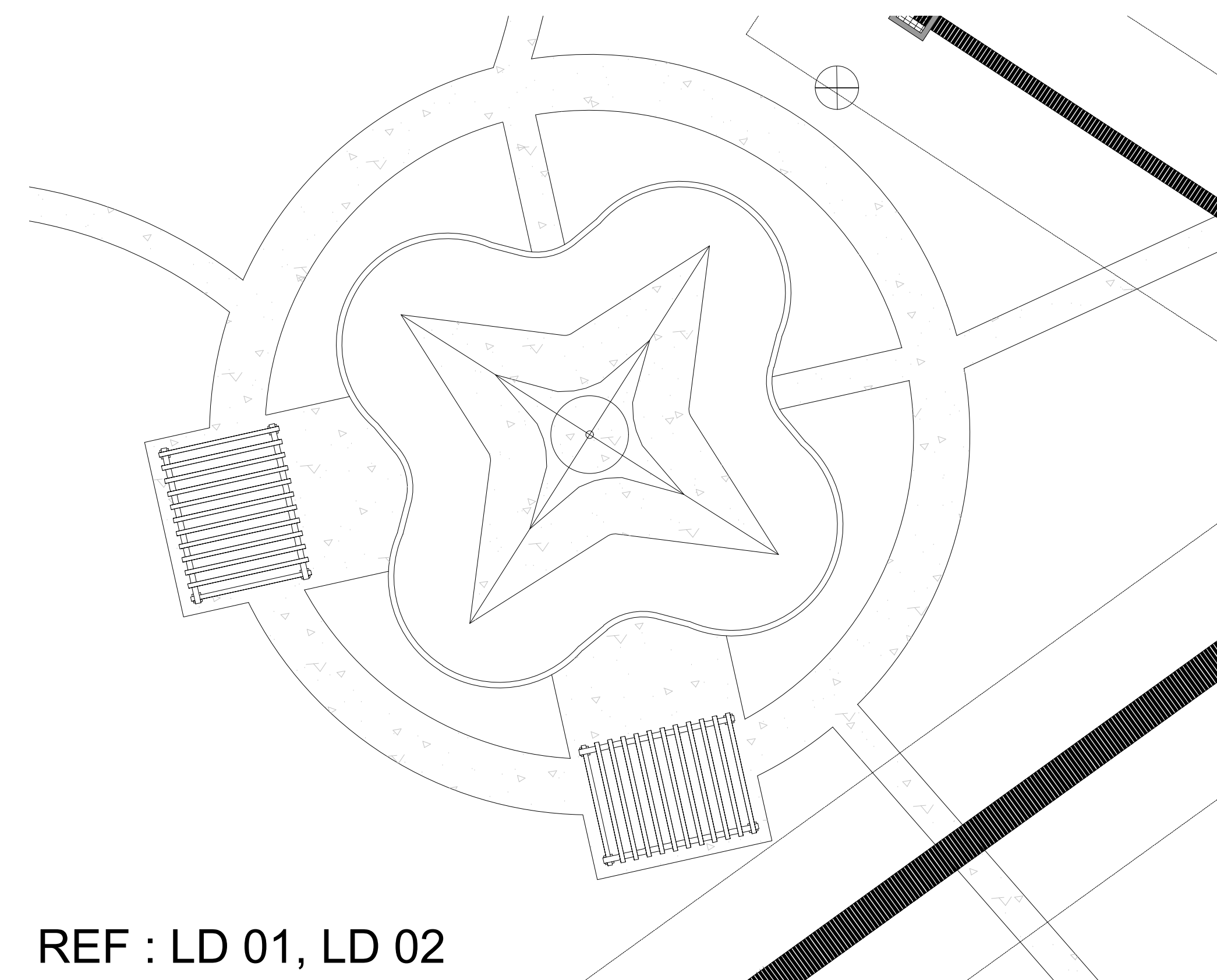
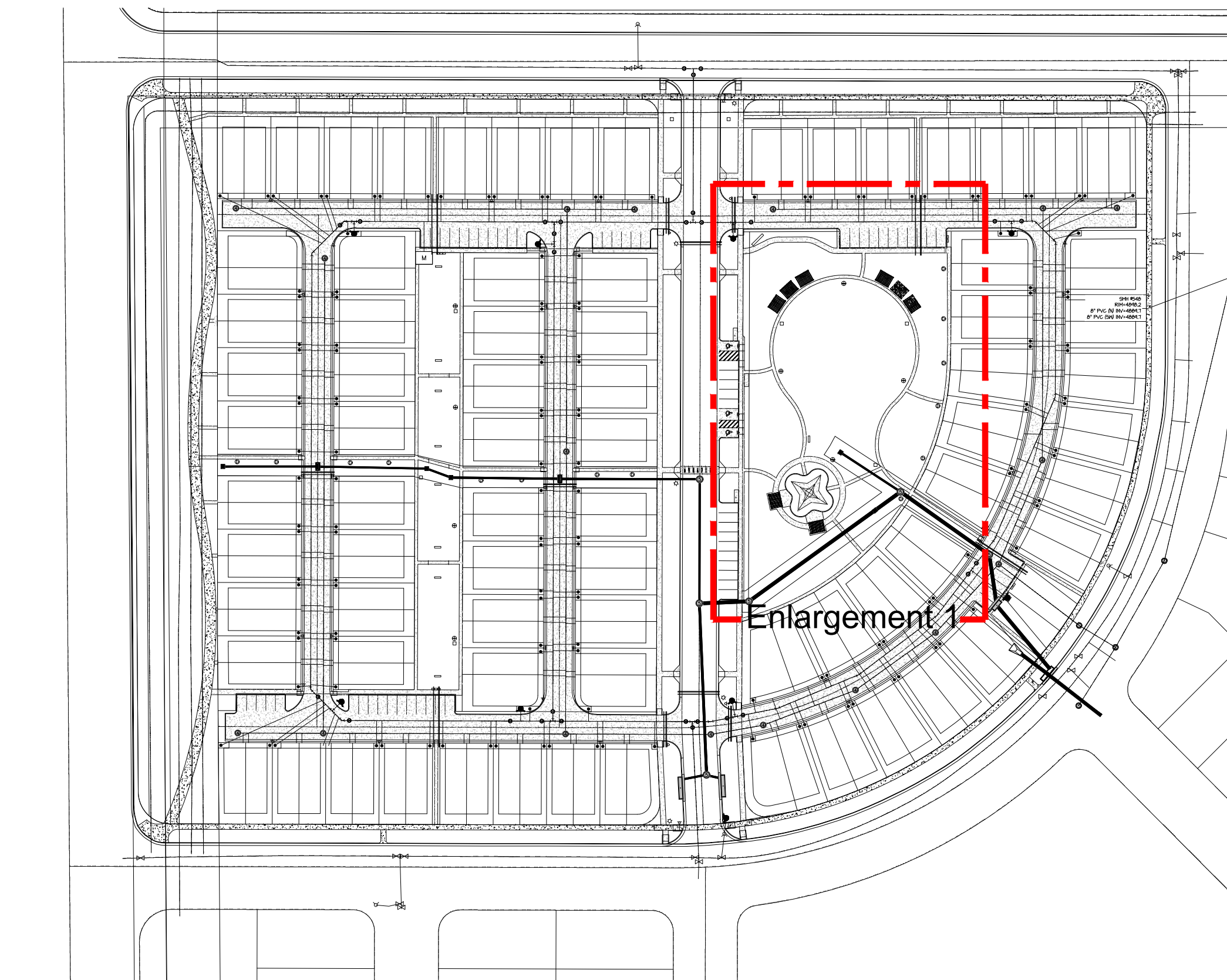
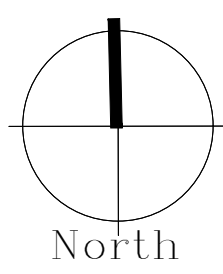
151 E. Maplewood Ave, Suite 250
Greenwood Village, Colorado 80111
720 5481350

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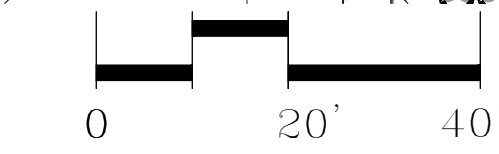
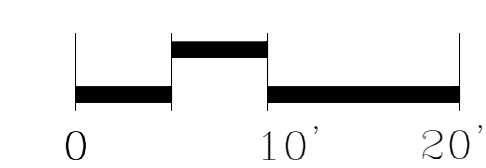
LP 07

PLANTING PLAN - PINTAIL PARK

PRELIMINARY DEVELOPMENT PLAN



REF : LD 01, LD 02



DESIGN INTENT

The landscape design for Johnstown Village is intended to provide a strong sense of community with large gathering areas, as well as a sense of privacy and the opportunity for creativity within individual lots. Homeowners will be encouraged to continue the clean, suburban look with the completion of landscaping on their lots.

TYPICAL SINGLE FAMILY RESIDENTIAL LOT LANDSCAPE

- The developer or assigns (builder) shall provide:
- One deciduous or ornamental tree for every lot frontage, to be planted within approximately 4 to 7 feet of the back of the attached sidewalk.
 - Front yard landscaping and automatic irrigation system to include sod for the front yard setback of each home.
 - A minimum of 75% live material between the front of the house and the curb, not including drive area, unless approved by the town.
 - Turf areas planted with drought tolerant grass varieties, such as turf type tall fescue (dwarf hybrids) mix. Any turf mix containing bluegrass varieties shall contain a maximum of 25% bluegrass i.e. 75% to 90% fescue/25% to 10% bluegrass.
 - In addition, at least one shade or ornamental tree of 1 ½" caliper and four shrubs within the front yard setback of each home.

- The homeowner shall:
- Install remainder of yard and is encouraged to plant additional trees, shrubs and flowers using xeriscape principles and the general provisions set forth in town regulations. Rear and side yards shall have a maximum of 45% turf area. Turf areas in rear yards shall be a minimum of 5 feet from foundations.
 - Plant all turf areas with drought tolerant grass varieties, such as turf type tall fescue (dwarf hybrids) mix. Any turf mix containing bluegrass varieties shall contain a maximum of 25% bluegrass, i.e. 75% to 90% fescue, 25% to 10% bluegrass.
 - Maintain the yard and landscaping within the adjacent road right-of-way, in accordance with town regulations.

LANDSCAPE REQUIREMENTS - TRACTS

TRACT	SQUARE FEET	USE	REQUIRED TREES	REQUIRED SHRUBS	REQUIRED GROUND COVER
A	61,398	Open Space, Pedestrian Access and Utility Easement	0	312	389
B	22,592	Open Space, Pedestrian Access and Utility and Drainage Easement	16	64	187
C	1,520	Pedestrian Access, Utility and Drainage Easement	0	71	458
D	304	Pedestrian Access and Utility Easement	0	16	25
E	58,145	Open Space, Pedestrian Access and Utility and Drainage Easement	45	326	1,528
F	7,386	Open Space, Pedestrian Access and Utility Easement	0	115	359
G	4,722	Open Space, Pedestrian Access and Utility and Drainage Easement	3	34	46
H	533	Pedestrian Access and Utility Easement	0	0	0
I	15,615	Private Right of Way, Utility, Drainage, Access and Emergency Access Easement	3	17	47
J	15,948	Private Right of Way, Utility, Drainage, Access and Emergency Access Easement	0	0	0
K	13,103	Private Right of Way, Utility, Drainage, Access and Emergency Access Easement	0	0	0
L	13,103	Private Right of Way, Utility, Drainage, Access and Emergency Access Easement	0	0	0
M	12,952	Private Right of Way, Utility, Drainage, Access and Emergency Access Easement	2	6	11
N	19,110	Private Right of Way, Utility, Drainage, Access and Emergency Access Easement	0	0	0

LANDSCAPE REQUIREMENTS - ARTERIAL ROW

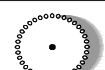
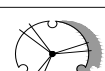
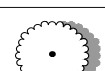
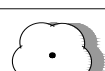
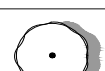
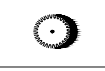
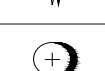
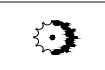
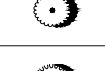
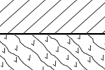
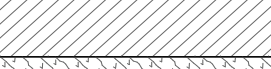
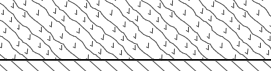
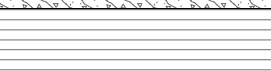
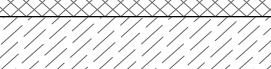
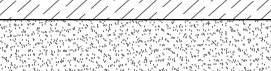
AREA	REQUIRED TREES	REQUIRED SHRUBS	REQUIRED GROUND COVER
BLUEBIRD ROAD	32	406	1,376

JOHNSTOWN VILLAGE

P.U.D. - PRELIMINARY DEVELOPMENT PLAN, FILING NO. 2

A RESUBDIVISION OF TRACT P, JOHNSTOWN VILLAGE FILING NO. 1
LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

PLANT LIST

PLANT SCHEDULE NEW							
TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY	DETAIL	REMARKS
	ABM	Acer x freemanii 'Jeffersred' TM / Autumn Blaze Freeman Maple	2" Cal.		10		ABM
	ABS	Amelanchier x grandiflora 'Autumn Brilliance' / Autumn Brilliance Apple Serviceberry	6" Ht.		6		
	CSP	Catalpa speciosa / Northern Catalpa	2" Cal.		8		
	CEO	Cercis occidentalis / Western Redbud	2" Cal.		10		
	SHL	Gleditsia triacanthos inermis 'Shademaster' / Shademaster Honey Locust	2" Cal.		10		
	KPA	Koeleruteria paniculata / Golden Rain Tree	1.5" Cal.		15		
	SSC	Malus x 'Spring Snow' / Spring Snow Crabapple	6" Ht.		2		
	BAK	Picea pungens 'Bakeri' / Baker Blue Spruce	6" Ht.		6		
	ARP	Pyrus calleryana 'Aristocrat' TM / Aristocrat Callery Pear	1.5" Cal.		4		
	CHP	Pyrus calleryana 'Chanticleer' / Chanticleer Callery Pear	1.5" Cal.		7		
	NRO	Quercus rubra / Red Oak	2" Cal.		8		
	JPT	Sophora japonica 'Halka' TM / Millstone Japanese Pagoda Tree	2" Cal.		9		
	LGS	Tilia cordata 'Greenspire' / Greenspire Littleleaf Linden	2" Cal.		6		
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE		QTY	DETAIL	REMARKS
	BUD	Buddiea x weyeriana / Weyeriana Butterfly Bush	5 gal.		88		
	ARJ	Juniperus chinensis 'Armstrong' / Armstrong Mounding Juniper	5 gal.		24		
	SPJ	Juniperus chinensis 'Spartan' / Spartan Juniper	5 gal.		41		
	BCJ	Juniperus horizontalis 'Blue Chip' / Blue Chip Juniper	5 gal.		18		
	HUJ	Juniperus horizontalis 'Hughes' / Hughes Creeping Juniper	5 gal.		43		
	COL	Juniperus scopulorum 'Cologreen' / Cologreen Juniper	5 gal.		29		
	MAH	Mahonia aquifolium 'Orange Flame' / Oregon Grape	5 gal.		68		
	SWN	Physocarpus opulifolius / Ninebark	5 gal.		202		
	JAC	Potentilla fruticosa 'Jackmanii' / Jackman's Bush Cinquefoil	5 gal.		47		
	CUR	Ribes alpinum / Alpine Currant	5 gal.		57		
	SAW	Spiraea japonica / Japanese Spirea	5 gal.		59		
	GFS	Spiraea japonica 'Goldflame' / Goldflame Japanese Spirea	5 gal.		93		
	SNF	Spiraea japonica 'Neon Flash' / Neon Flash Japanese Spirea	5 gal.		193		
	SNO	Symphoricarpos albus oreophilus / Snowberry	5 gal.		97		
	MKL	Syringa patula 'Miss Kim' / Miss Kim Korean Lilac	5 gal.		150		
	WEI	Weigela florida 'Alexandra' TM / Wine & Roses Weigela	5 gal.		105		
ORNAMENTAL GRASSES	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY	DETAIL	REMARKS
	CO	Coreopsis lanceolata / Lanceleaf Tickseed	1 gal.	36" o.c.	58		
	GA	Gaura lindheimeri 'Summer Breeze' / Summer Breeze Gaura	1 gal.	36" o.c.	133		
	DL	Heemerocalis x 'Autumn Red' / Autumn Red Daylily	1 gal.	36" o.c.	724		
	PV	Perovskia atriplicifolia 'Little Spire' / Little Spire Russian Sage	1 gal.	36" o.c.	185		
	PC	Scabiosa columbaria 'Butterfly Blue' TM / Butterfly Blue Scabiosa	1 gal.	36" o.c.	281		
PERENNIALS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY	DETAIL	REMARKS
	YA	Achillea x 'Moonshine' / Moonshine Yarrow	1 gal.	36" o.c.	286		
	KOR	Calamagrostis brachytricha / Korean Feather Reed Grass	1 gal.	48" o.c.	451		
	FRG	calamagrostis x acutiflora / Feather Reed Grass	1 gal.	48" o.c.	165		
	IP	Delosperma cooperi / Purple Ice Plant	1 gal.	36" o.c.	154		
	SIS	Festuca idahoensis 'Siskiyou Blue' / Siskiyou Blue Fescue	1 gal.	48" o.c.	366		
	HYS	Hyssopus officinalis / Hyssop	1 gal.	48" o.c.	367		
	MLM	Miscanthus sinensis 'Morning Light' / Morning Light Eulalia Grass	1 gal.	48" o.c.	167		
	SWG	Panicum virgatum 'Shenandoah' / Shenandoah Switch Grass	1 gal.	48" o.c.	46		
	LAWN	Parthenocissus x 'Hacienda Creeper' / Hacienda Creeper	---		74,302 sf		
	PEN	Pennisetum alopecuroides 'Hamelir' / Hameln Fountain Grass	1 gal.	48" o.c.	164		
	OFG	Pennisetum orientale / Oriental Fountain Grass	1 gal.	48" o.c.	371		



ISSUE DATE:	REVISIONS
THIS PLAN HAS BEEN REVIEWED AND APPROVED FOR THE TOWN OF JOHNSTOWN BY THE TOWN ENGINEER, COUNTY OF WELD, STATE OF COLORADO, ON 08/01/2024. THE TOWN ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY OR A WARRANTY OF DESIGN AND PERFORMANCE.	

PRELIMINARY DEVELOPMENT PLAN

JOHNSTOWN VILLAGE TRACT P

RICHFILED HOMES - Longmont Colorado

Pintail Commons - Johnstown - Colorado



7951 E. Maplewood Ave, Suite 250
Greenwood Village, Colorado 80111
720 5481350

JOB NO: LP200414.00 PROJ MGR:
DRAWN: CHECKED:

LP 09

PLANTING DETAILS



BUILDING 1-2 - MOD. TRAPE



BUILDING 3-4 • MOD. FARMHOUSE



BUILDING 2-4 • MOD. MANHATTAN



	Body 1	Body 2	Trim 1	Door	Shingle	Stone
#40						
#41						
#42						
#43						
#44						
#45						
#46						
#47						



Town of Johnstown

PLANNING & ZONING COMMISSION STAFF ANALYSIS REPORT

ITEM:	Public Hearing and Consideration of Preliminary Subdivision Plat and Preliminary Development Plan of Johnstown Village, Filing 2 Subdivision (Pintail Commons – Tract P)
DESCRIPTION:	Proposed single family attached residential subdivision, creating 150 lots for 75 pairs of duplex homes
LOCATION:	South of State Highway 60 and East of Colorado Blvd.
APPLICANT:	Prosper Land & Development, LLC.
STAFF:	Justin Currie, Planner II
HEARING DATE:	October 13, 2021

ATTACHMENTS

1. Vicinity Map
2. Preliminary Plat
3. Preliminary Development Plan
4. Johnstown Village PUD Overall Plan

PROJECT SUMMARY

The Applicant is requesting consideration of a Preliminary Subdivision Plat and Preliminary Development Plan for a project called Pintail Commons encompassing 13.821 acres in the Johnstown Village PUD development. The Pintail Commons development will be located in Tract P and is part of an existing PUD, Johnstown Village, currently being constructed as the “Mallard Ridge” neighborhood. Proposed is a single-family attached product that intends to create a community that feels open and accessible to the neighboring parcels with alley loaded single family attached homes that will face the surrounding perimeter streets, a central access road into the community that will connect from Meadowlark Drive in the north to the intersection of Sparrow Drive and Bluebird Road in the south, and open space and sidewalk connectivity that will allow all residents to easily reach the front of all units, the central park, the common area open space, and the surrounding Mallard Ridge (Johnstown Village) single family and future commercial developments. All landscaping will follow the planting list and general presentation in the existing PUD guidelines as to blend in seamlessly with the parcels to the north, east and south. Required dedication of park land is accommodated by Tract E – a 1.3 acre park in the center of the neighborhood.

The Community That Cares

johnstown.colorado.gov

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO 80534 | F: 970.587.0141

Zoning: PUD-R Johnstown Village PUD

ADJACENT ZONING & LAND USE

North	PUD-B – Johnstown Village PUD - undeveloped
East	PUD-R – Mallard Ridge Single Family Residential
South	PUD-R – Mallard Ridge Single Family Residential
West	PUD-R – Clearview PUD Single Family Residential

PROPERTY LAND USE HISTORY

This property was annexed into the Town with the Massey Farms 141 Annexation in 2006, ordinance number 2006-773 and has historically been agricultural use, in Weld County.

PUBLIC NOTICE

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze, on Thursday, September 23, 2021. 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 500 feet of the property in question. This notice included a vicinity map and the proposed subdivision map. No neighborhood meeting was required. NO public comments have been received by Staff as of the date of publication of this report.

STAFF ANALYSIS

Comprehensive Plan Review

GOAL CF 1. New development achieves the community's goals and is consistent with the Town's vision.

- Staff believes this subdivision accomplishes this goal, allowing for a contiguous, and more compact pattern of growth, as well as a mix of uses to create more complete neighborhoods.
- Staff also appreciates the alley-loaded duplex homes that provide a “front door” view to the surrounding streetscape.

GOAL NH-1: A diversity of housing types to support the housing needs of a diverse population – Housing diversity distribution.

- Attached single-family homes are proposed for Johnstown Village Filing 2, introducing an alternative housing type to the standard detached single-family homes being built in Filing 1 – Mallard Ridge. The minimum lot size as proposed is significantly smaller than lots in existing developments, where minimums are typically 6,000 square feet; however, this trend is being seen in many new, developing areas with smaller lots sizes that help contribute to more affordable housing that can serve a wider range of lifestyles and needs.

GOAL MC 2. An adequate, efficient, safe and comprehensive transportation system integrating all modes of transportation.

- Pedestrian and vehicular connections are provided into the adjacent neighborhoods to create a sense of community and to not separate this neighborhood from the existing residents to the west and north and future residents to the east and south.

Staff has no outstanding concerns and believes this subdivision will promote the Town's goals of efficient development patterns and extension of infrastructure, and meets the intent of a mix of housing for the overall Johnstown Village PUD.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Recommended Findings

It is recommended that Planning and Zoning Commission send a recommendation for Approval with Conditions to Town Council that the requested subdivision of Johnstown Village Filing 2 be approved based upon the following findings:

1. The proposed subdivision is consistent with the Town of Johnstown Comprehensive Plan.
2. The proposed subdivision is in substantial compliance with the Town's codes, regulations, and requirements.
3. The proposed subdivision will allow a more flexible approach to development of the large acreage, while meeting the needs of the community as it develops.

Recommended Motion

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that the request for the final subdivision plat and development plan for Johnstown Village Filing 2 furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council Approval with Conditions of the Johnstown Village, Filing 2 based upon the findings as stated above, and the following conditions:

1. Final Plan and Final Development Plans and accompanying materials shall be submitted to the Town, meeting all Town codes, regulations and specifications, addressing any and all outstanding relines and comments, and in substantial conformance with the approved Preliminary Plat and Preliminary Development Plans, within twelve months, following the Town's review and approval process.

Alternate Motion

- Motion to Deny: "I move that the Commission recommend to the Town Council Denial of the Johnstown Village, Filing 2 Preliminary Plat and Preliminary Development Plan based upon the following findings..."

Respectfully Submitted:



Justin Currie, Planner II
Director

Reviewed by:



Kim Meyer, Planning and Development



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 15, 2021

SUBJECT: Second Public Hearing: Proposed 2022 Budget

ACTION PROPOSED: No Action – Public Hearing Only

ATTACHMENTS: 1. Exhibit A – FY 2022 Amended Proposed Budget

PRESENTED BY: Mitzi McCoy, Finance Director

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 2022 Budget.

The proposed 2022 budget was presented to the Town Council on September 27, 2021 and October 25, 2021. The first public hearing to receive comments was held on November 1, 2021. No changes have been made to the document since the first hearing.

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

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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 2022.

LEGAL ADVICE:

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.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2022**

GENERAL FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Council	28,200	250,300	8,500	600,500	887,500	45,000	-	-	932,500
Town Manager	876,150	422,925	51,523	173,995	1,524,593	120,000	-	-	1,644,593
Town Clerk	400,750	91,000	8,900	9,100	509,750	-	-	-	509,750
Finance	161,810	206,700	42,000	7,000	417,510	-	-	-	417,510
Planning	537,800	177,300	25,380	11,648	752,128	7,750	-	-	759,878
Bldg Inspections	79,900	188,500	1,700	1,300	271,400	-	-	-	271,400
Police	3,817,300	349,800	231,280	117,200	4,515,580	140,000	223,000	-	4,878,580
Public Works	699,100	15,650	34,550	11,900	761,200	-	-	-	761,200
Buildings	-	217,650	6,000	24,600	248,250	45,000	-	-	293,250
Reimbursements	-	300,000	-	-	300,000	-	-	-	300,000
Totals	\$6,601,010	\$2,219,825	\$409,833	\$957,243	\$10,187,911	\$357,750	\$223,000	\$0	\$10,768,661
Total Cash Available									\$ 40,047,916
Ending Fund Balance									\$ 29,279,255
% of Total Budget	61.30%	20.61%	3.81%	8.89%	94.61%	3.32%	2.07%	0.00%	100.00%

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
	<u>GENERAL FUND REVENUES</u>	<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>ADVALOREM TAXES</u>		<u>Actuals</u>	<u>Budget</u>		
10.01.3110.00	PROPERTY TAXES - WELD	3,906,704	3,902,086	3,960,825	3,902,200	3,989,176
10.01.3112.00	PROPERTY TAXES - LARIMER	4,390,740	5,694,270	4,294,777	5,694,300	4,291,259
	SUBTOTAL	8,297,444	9,596,356	8,255,602	9,596,500	8,280,435
	<u>SALES TAX</u>					
10.01.3120.00	SALES TAX - STATE	6,995,866	5,401,537	5,896,405	7,950,000	6,685,380
10.01.3122.00	USE TAX - BUILDING	776,152	1,217,564	220,020	1,218,600	750,000
	SUBTOTAL	7,772,018	6,619,100	6,116,425	9,168,600	7,435,380
	<u>EXCISE TAX</u>					
10.01.3130.00	LODGING TAX	108,128	95,484	75,000	98,500	111,900
10.01.3150.00	TOBACCO TAX	37,250	13,783	22,000	17,500	25,000
10.01.3160.00	SEVERANCE TAX	361,590	104,279	75,000	104,250	75,000
	SUBTOTAL	506,968	213,547	172,000	220,250	211,900
	<u>FRANCHISE TAX</u>					
10.01.3180.00	FRANCHISE TAX-CABLE	31,236	15,062	23,000	26,000	26,000
10.01.3184.00	FRANCHISE TAX - ELECTRIC & GAS	468,467	307,878	350,000	432,500	475,000
	SUBTOTAL	499,703	322,941	373,000	458,500	501,000
	<u>LICENSES, PERMITS, & SERVICE CHARGES</u>					
10.01.3210.00	BUSINESS LICENSES	14,776	19,198	16,250	19,200	15,000
10.01.3215.00	CONTRACTORS LICENSES	28,450	22,800	16,250	23,000	28,000
10.01.3220.00	DOG LICENSE/FEEs	1,018	727	1,500	750	1,500
10.01.3230.00	LIQUOR LICENSE	4,771	5,118	3,500	5,120	3,500
10.01.3510.00	ABATEMENT FEES	6,031	2,045	-	2,100	500
10.01.3520.00	ADMINISTRATIVE FEES	7,083	5,791	4,000	5,800	3,000
10.01.3530.00	BUILDING PERMITS	757,889	770,028	500,000	799,000	750,000
10.01.3546.00	PLAN REVIEW FEE	750	-	-	-	-
10.01.3548.00	ZONING/SUBDIVISION FEES	-	-	2,000	-	-
10.01.3565.00	FACILITY RENTAL FEES	(490)	939	350	1,350	250
10.01.3750.00	POLICE FACILITIES DEVELOPMENT FEES	356,833	206,131	109,950	208,330	109,950
10.01.3760.00	PUBLIC FACILITIES IMPACT FEES	743,048	513,617	238,350	518,384	238,350
	SUBTOTAL	1,920,159	1,546,393	892,150	1,583,034	1,150,050

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
	<u>GENERAL FUND REVENUES</u>	<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>FINES, FORFEITURES, & PD FEES</u>					
10.01.3310.00	COURT REVENUES	134,780	179,292	108,000	183,500	145,000
10.01.3320.00	COURT SURCHARGE	14,097	17,725	14,000	17,925	15,500
	SUBTOTAL	148,877	197,017	122,000	201,425	160,500
	<u>OTHER REVENUES</u>					
10.01.3960.00	INTEREST INCOME	159,581	82,864	112,000	82,950	52,500
10.01.3970.00	MISC REVENUE	439,346	6,851	11,000	8,000	15,000
10.01.3985.00	REFUND OF EXPENDITURES	341,508	564,995	100,000	574,000	150,000
10.01.3990.00	RENT INCOME	6,600	5,375	7,200	7,200	6,600
	SUBTOTAL	947,035	660,085	230,200	672,150	224,100
	<u>REVENUE FROM OTHER AGENCIES</u>					
10.01.3420.00	ROYALTIES	391,633	57,915	40,000	57,920	25,000
10.01.3440.00	STATE GRANTS	793,679	87,190	10,000	87,190	87,500
	SUBTOTAL	1,185,312	145,104	50,000	145,110	112,500
	<u>EVENTS & COMMUNITY ACTIVITIES</u>					
10.01.3953.00	DONATIONS/COMMUNITY ACTIVITIES	79	1,147	500	1,150	500
	SUBTOTAL	79	1,147	500	1,150	500
	TOTAL FUND REVENUES	21,277,594	19,301,690	16,211,877	22,046,719	18,076,365
	<u>INTRAGOVERNMENTAL REVENUES</u>					
10.01.3999.00	TO LIBRARY	(1,143,334)	(853,243)	(1,137,657)	(1,318,443)	(1,140,000)
10.01.3999.00	TO WATER FUND	(811,362)	-	(5,000,000)	-	(40,000,000)
10.01.3999.00	TO REC CENTER	-	-	(750,000)	-	-
10.01.3999.00	TO PARKS	-	-	-	-	(1,112,000)
10.01.3999.00	TO STREETS	(2,000,000)	-	-	-	-
10.01.3999.00	TO TAX FUND	(403,646)	(382,483)	(354,800)	(525,000)	(585,000)
	SUBTOTAL	(4,358,342)	(1,235,726)	(7,242,457)	(1,843,443)	(42,837,000)
	TOTAL FUND REVENUES W/TRANSERS	16,919,252	18,065,964	8,969,420	20,203,276	(24,760,635)

<u>GENERAL FUND REVENUES</u>	<u>2020</u> <u>Actuals</u>	<u>2021</u> <u>Jan - Sept</u> <u>Actuals</u>	<u>2021</u> <u>Adopted</u> <u>Budget</u>	<u>2021</u> <u>Estimated</u>	<u>2022</u> <u>Proposed</u>
UNRESTRICTED CASH BALANCE FORWARD					64,808,551
TOTAL ANTICIPATED FUNDS AVAILABLE					<u>40,047,916</u>
RESTRICTED FOR IMPACT - POLICE (AS OF 12/2020)			1,695,915		
Less 2021 Budgeted Expenses:					
Substation Rent			(18,500)		
PD Expansion review			(30,000)		
Copier for substation			(6,000)		
Vehicle for new officer			(64,000)		
Equipment for new officer			<u>(7,850)</u>		
RESTRICTED FOR IMPACT - POLICE (AS OF 12/2021)			<u>1,569,565</u>		
RESTRICTED FOR IMPACT - PUB FAC (AS OF 12/2020)			4,365,114		
Less 2021 Budgeted Expenses:					
Council Chamber Upgrades			<u>(54,000)</u>		
RESTRICTED FOR IMPACT - PUB FAC (AS OF 12/2021)			<u>4,311,114</u>		

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
10.10.4001.00	Salaries	29,597	30,037	22,800	38,000	25,000
10.10.4010.00	Payroll Taxes	2,238	2,309	1,800	2,800	2,000
10.10.4025.00	Workers Compensation	1	12	1,200	100	1,200
	Total Personnel Services	31,836	32,358	25,800	40,900	28,200
	<u>Contractual Services</u>					
10.10.4100.00	Audit	8,500	8,500	18,000	8,500	18,000
10.10.4135.00	Other Contractual Services	17,412	6,750	21,800	41,800	20,300
10.10.4140.00	Postage	-	-		-	-
10.10.4145.00	Printing & Advertising	24,538	6,423	12,000	10,000	19,000
10.10.4150.00	Professional Services	118,549	124,704	131,000	131,000	175,000
10.10.4180.00	Travel & Training	129	70	15,000	5,000	18,000
	Total Contractual Services	169,127	146,447	197,800	196,300	250,300
	<u>Commodities</u>					
10.10.4310.00	Computers & Software	17,555	-	4,000	2,000	5,000
10.10.4385.00	Supplies - General	7,511	512	4,000	1,500	2,500
10.10.4400.00	Supplies - Office	583	-	1,000	200	1,000
	Total Commodities	25,649	512	9,000	3,700	8,500
	<u>Other Charges</u>					
10.10.4530.00	Election Expenses	29,853	-	-	-	38,000
10.10.4540.00	Insurance	35,961	92,427	79,800	94,500	126,000
10.10.4560.00	Memberships & Subscriptions	38,208	41,976	47,800	47,800	50,000
10.10.4570.00	Miscellaneous	1,348,732	385,176	1,286,000	1,286,000	386,500
	Total Other Charges	1,452,754	519,580	1,413,600	1,428,300	600,500
	<u>Capital - \$5,000/item min.</u>					
10.10.4830.00	Equipment	-	49,655	54,000	54,000	45,000
10.10.4880.00	Water Shares	-	275,400	-	275,400	-
	Total Capital	-	325,055	54,000	329,400	45,000
	Total Budget Request	1,679,366	1,023,952	1,700,200	1,998,600	932,500

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
10.20.4001.00	Salaries	146,388	218,631	378,000	378,000	398,800
10.20.4002.00	Overtime	-	-	500	500	500
10.20.4010.00	Payroll Taxes	10,118	16,426	28,900	28,900	31,400
10.20.4020.00	Unemployment Taxes	2,160	360	3,550	3,550	3,950
10.20.4025.00	Workers Compensation	370	13,192	4,500	4,500	4,900
10.20.4030.00	Group Insurance	21,723	40,290	92,300	92,300	58,900
10.20.4035.00	Retirement Contribution	11,641	18,885	27,400	27,400	47,900
10.20.4040.00	Automobile Allowance	-	-	6,000	6,000	6,000
10.20.4045.00	Cell Phone Allowance	-	-	600	600	600
	Total Personnel Services	192,401	307,784	541,750	541,750	552,950
	<u>New Personnel</u>					
10.20.4001.00	Salaries	-	-	-	-	221,000
10.20.4010.00	Payroll Taxes	-	-	-	-	17,400
10.20.4020.00	Unemployment Taxes	-	-	-	-	2,600
10.20.4025.00	Workers Compensation	-	-	-	-	2,900
10.20.4030.00	Group Insurance	-	-	-	-	52,700
10.20.4035.00	Retirement Contribution	-	-	-	-	26,600
	Total New Personnel	-	-	-	-	323,200
	<u>Contractual Services</u>					
10.20.4120.00	Employee Education	-	-	1,000	1,000	3,000
10.20.4135.00	Other Contractual Services	37,073	8,898	15,000	15,000	60,700
10.20.4140.00	Postage	-	26	1,500	1,500	3,150
10.20.4145.00	Printing & Advertising	7,216	8,868	52,400	52,400	46,100
10.20.4150.00	Professional Services	7,091	70,144	130,000	130,000	252,000
10.20.4170.00	Telephone & Internet	2,645	2,122	6,910	5,000	8,900
10.20.4180.00	Travel & Training	2,982	2,365	20,000	20,000	52,075
	Total Contractual Services	57,007	92,423	226,810	223,900	422,925

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Commodities</u>					
10.20.4310.00	Computers & Software	9,595	5,103	11,530	11,530	31,873
10.20.4330.00	Fuel & Lubricants	754	894	890	890	1,000
10.20.4385.00	Supplies - General	3,617	9,124	12,000	12,000	10,350
10.20.4400.00	Supplies - Office	1,706	2,980	4,000	4,000	8,300
	Total Commodities	15,672	18,101	28,420	28,420	51,523
	<u>Other Charges</u>					
10.20.4540.00	Insurance	3,321	2,117	4,800	4,801	5,400
10.20.4560.00	Memberships & Subscriptions	5,290	1,480	15,000	15,000	17,595
10.20.4570.00	Miscellaneous	88,960	22,891	136,500	136,500	151,000
	Total Other Charges	97,572	26,488	156,300	156,301	173,995
	<u>Capital - \$5,000/item min.</u>					
10.20.4830.00	Equipment	29,155	-	-	-	-
10.20.4840.00	Infrastructure	-	-	15,000	15,000	120,000
	Total Capital	29,155	-	15,000	15,000	120,000
	Total Budget Request	391,807	444,796	968,280	965,371	1,644,593

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
10.30.4001.00	Salaries	173,077	141,676	211,800	211,800	243,100
10.30.4002.00	Overtime	-	-	500	500	500
10.30.4010.00	Payroll Taxes	12,561	10,585	16,340	16,340	18,900
10.30.4020.00	Unemployment Taxes	-	-	2,100	2,100	2,250
10.30.4025.00	Workers Compensation	471	123	2,300	2,300	2,400
10.30.4030.00	Group Insurance	30,872	25,988	44,700	44,700	56,400
10.30.4035.00	Retirement Contribution	8,907	8,252	14,300	14,300	28,500
	Total Personnel Services	225,888	186,624	292,040	292,040	352,050
	<u>New Personnel</u>					
10.30.4001.00	Salaries	-	-	-	-	18,000
10.30.4010.00	Payroll Taxes	-	-	-	-	1,300
10.30.4020.00	Unemployment Taxes	-	-	-	-	350
10.30.4025.00	Workers Compensation	-	-	-	-	150
10.30.4030.00	Group Insurance	-	-	-	-	26,600
10.30.4035.00	Retirement Contribution	-	-	-	-	2,300
	Total New Personnel	-	-	-	-	48,700
	<u>Contractual Services</u>					
10.30.4135.00	Other Contractual Services	7,558	3,572	10,500	10,500	14,800
10.30.4140.00	Postage	1,349	696	2,400	2,400	2,400
10.30.4145.00	Printing & Advertising	588	401	1,500	1,000	1,000
10.30.4150.00	Professional Services	54,624	55,334	53,500	62,000	62,000
10.30.4160.00	Rents	942	358	2,500	2,500	2,500
10.30.4170.00	Telephone & Internet	4,092	2,653	7,940	4,600	6,500
10.30.4180.00	Travel & Training	741	450	3,100	2,500	1,800
	Total Contractual Services	69,893	63,464	81,440	85,500	91,000
	<u>Commodities</u>					
10.30.4310.00	Computers & Software	10,526	10,963	25,825	14,000	2,400
10.30.4330.00	Fuel & Lubricants	1,465	1,658	2,700	2,700	3,000
10.30.4400.00	Supplies - Office	1,677	1,872	3,500	3,500	3,500
	Total Commodities	13,668	14,493	32,025	20,200	8,900

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Other Charges</u>					
10.30.4540.00	Insurance	6,737	4,309	4,880	4,880	4,600
10.30.4560.00	Memberships & Subscriptions	443	136	1,000	1,000	1,000
10.30.4570.00	Miscellaneous	494	2,756	2,500	3,100	3,500
	Total Other Charges	7,673	7,201	8,380	8,980	9,100
	<u>Capital - \$5,000/item min.</u>					
10.30.4830.00	Equipment	8,632	-	-	-	-
	Total Capital	8,632	-	-	-	-
	Total Budget Request	325,754	271,782	413,885	406,720	509,750

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
10.40.4001.00	Salaries	115,819	73,944	93,700	95,700	116,300
10.40.4002.00	Overtime	13	50	500	500	500
10.40.4010.00	Payroll Taxes	8,462	5,620	7,300	7,300	8,900
10.40.4020.00	Unemployment Taxes	-	-	1,100	1,100	1,350
10.40.4025.00	Workers Compensation	337	82	2,400	2,400	2,560
10.40.4030.00	Group Insurance	16,892	10,554	15,780	15,780	18,600
10.40.4035.00	Retirement Contribution	7,212	5,428	6,800	6,800	13,600
	Total Personnel Services	148,736	95,678	127,580	129,580	161,810
	<u>Contractual Services</u>					
10.40.4135.00	Other Contractual Services	26,451	16,081	106,810	121,500	191,850
10.40.4140.00	Postage	4	-	450	450	450
10.40.4145.00	Printing & Advertising	1,498	-	3,200	500	3,000
10.40.4150.00	Professional Services	-	200	-	200	-
10.40.4170.00	Telephone & Internet	2,175	1,753	5,290	2,900	3,900
10.40.4180.00	Travel & Training	30	595	6,000	2,000	7,500
	Total Contractual Services	30,158	18,629	121,750	127,550	206,700
	<u>Commodities</u>					
10.40.4310.00	Computers & Software	3,410	-	5,700	1,000	38,800
10.40.4400.00	Supplies - Office	2,643	1,777	3,200	2,900	3,200
	Total Commodities	6,052	1,777	8,900	3,900	42,000
	<u>Other Charges</u>					
10.40.4540.00	Insurance	1,702	800	1,900	1,100	1,900
10.40.4560.00	Memberships & Subscriptions	-	190	600	600	600
10.40.4570.00	Miscellaneous	802	843	4,500	2,500	4,500
	Total Other Charges	2,504	1,833	7,000	4,200	7,000
	Total Budget Request	187,450	117,917	265,230	265,230	417,510

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
10.50.4001.00	Salaries	181,207	150,823	211,500	211,500	230,200
10.50.4002.00	Overtime	-	-	-	-	-
10.50.4010.00	Payroll Taxes	12,855	11,027	16,200	16,200	18,300
10.50.4020.00	Unemployment Taxes	-	-	1,900	1,900	2,600
10.50.4025.00	Workers Compensation	366	2,183	2,400	2,400	2,650
10.50.4030.00	Group Insurance	43,071	39,110	35,920	49,800	59,900
10.50.4035.00	Retirement Contribution	11,943	9,929	13,800	13,800	28,500
	Total Personnel Services	249,442	213,072	281,720	295,600	342,150
	<u>New Personnel</u>					
10.50.4001.00	Salaries	-	-	-	-	105,600
10.50.4010.00	Payroll Taxes	-	-	-	-	8,300
10.50.4020.00	Unemployment Taxes	-	-	-	-	2,400
10.50.4025.00	Workers Compensation	-	-	-	-	2,350
10.50.4030.00	Group Insurance	-	-	-	-	64,200
10.50.4035.00	Retirement Contribution	-	-	-	-	12,800
	Total New Personnel	-	-	-	-	195,650
	<u>Contractual Services</u>					
10.50.4120.00	Employee Education	-	-	1,000	-	-
10.50.4135.00	Other Contractual Services	94,993	2,911	156,400	10,000	162,100
10.50.4137.00	Contractual - Restricted Bill Back	247,215	375,807	150,000	425,000	-
10.50.4140.00	Postage	438	150	500	450	600
10.50.4145.00	Printing & Advertising	329	368	500	500	600
10.50.4150.00	Professional Services	6,563	8,737	12,000	10,000	-
10.50.4170.00	Telephone & Internet	2,175	1,753	5,290	5,290	6,000
10.50.4180.00	Travel & Training	341	-	6,500	2,000	8,000
	Total Contractual Services	352,054	389,726	332,190	453,240	177,300
	<u>Commodities</u>					
10.50.4310.00	Computers & Software	4,893	8,459	17,600	17,600	20,380
10.50.4400.00	Supplies - Office	2,258	860	4,000	2,000	5,000
	Total Commodities	7,152	9,319	21,600	19,600	25,380
	<u>Other Charges</u>					
10.50.4540.00	Insurance	4,881	1,823	4,200	1,950	3,600

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
10.50.4560.00	Memberships & Subscriptions	894	-	2,030	-	4,548
10.50.4570.00	Miscellaneous	5,340	2,800	-	2,900	3,500
	Total Other Charges	11,115	4,623	6,230	4,850	11,648
	Capital - \$5,000/item min.					
10.50.4830.00	Equipment	6,450	-	-	-	7,750
10.50.4860.00	Vehicles	131,281	-	-	-	-
10.50.4890.00	Other Improvements	-	3,169	-	3,200	-
	Total Capital	137,731	3,169	-	3,200	7,750
	Total Budget Request	757,493	619,909	641,740	776,490	759,878

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	Contractual Services					
10.50.4137.00	Contractual - Restricted Bill Back	-	-	-	-	300,000
	Total Contractual Services	-	-	-	-	300,000
	Total Budget Request	-	-	-	-	300,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
10.60.4001.00	Salaries	53,363	39,069	56,500	56,500	63,500
10.60.4002.00	Overtime	-	-	500	500	500
10.60.4010.00	Payroll Taxes	4,106	3,050	4,450	4,450	4,900
10.60.4020.00	Unemployment Taxes	-	-	550	550	650
10.60.4025.00	Workers Compensation	73	44	600	600	650
10.60.4030.00	Group Insurance	17	552	2,000	2,000	2,000
10.60.4035.00	Retirement Contribution	2,256	1,690	2,400	2,400	7,700
	Total Personnel Services	59,815	44,405	67,000	67,000	79,900
	<u>Contractual Services</u>					
10.60.4135.00	Other Contractual Services	154,054	120,513	180,350	180,700	181,300
10.60.4140.00	Postage	2	-	700	200	200
10.60.4145.00	Printing & Advertising	326	-	1,000	700	700
10.60.4150.00	Professional Services	-	-	-	-	5,000
10.60.4170.00	Telephone & Internet	487	370	2,630	700	1,300
10.60.4180.00	Travel & Training	-	-	500	-	-
	Total Contractual Services	154,870	120,883	185,180	182,300	188,500
	<u>Commodities</u>					
10.60.4310.00	Computers & Software	89	2,178	5,270	3,500	500
10.60.4400.00	Supplies - Office	487	271	700	500	700
10.60.4430.00	Supplies - Training	-	-	-	500	500
	Total Commodities	576	2,449	5,970	4,500	1,700
	<u>Other Charges</u>					
10.60.4540.00	Insurance	1,690	421	1,000	450	1,000
10.60.4560.00	Memberships & Subscriptions	175	283	200	300	300
	Total Other Charges	1,905	704	1,200	750	1,300
	Total Budget Request	217,166	168,441	259,350	254,550	271,400

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
10.70.4001.00	Salaries	1,884,423	1,438,675	2,089,378	2,089,378	2,462,500
10.70.4002.00	Overtime	15,808	7,010	37,000	28,000	37,000
10.70.4003.00	Off-Duty Work	6,716	-	30,000	20,000	30,000
10.70.4010.00	Payroll Taxes	139,806	108,605	162,575	162,575	197,200
10.70.4020.00	Unemployment Taxes	-	-	18,250	18,250	19,050
10.70.4025.00	Workers Compensation	60,026	41,176	146,000	146,000	148,000
10.70.4030.00	Group Insurance	326,168	247,913	387,400	387,400	463,500
10.70.4035.00	Retirement Contribution	105,472	86,066	114,950	114,950	289,700
	Total Personnel Services	2,538,420	1,929,445	2,985,553	2,966,553	3,646,950
	<u>New Personnel</u>					
10.70.4001.00	Salaries	-	-	-	-	93,900
10.70.4002.00	Overtime	-	-	-	-	500
10.70.4010.00	Payroll Taxes	-	-	-	-	7,300
10.70.4020.00	Unemployment Taxes	-	-	-	-	2,250
10.70.4025.00	Workers Compensation	-	-	-	-	1,800
10.70.4030.00	Group Insurance	-	-	-	-	53,200
10.70.4035.00	Retirement Contribution	-	-	-	-	11,400
	Total New Personnel	-	-	-	-	170,350
	<u>Contractual Services</u>					
10.70.4120.00	Employee Education	2,783	(410)	3,000	2,000	-
10.70.4122.00	Maintenance - Buildings	51,108	611	2,000	1,600	-
10.70.4125.00	Maintenance - Equipment	254	-	1,600	1,600	-
10.70.4130.00	Maintenance - Vehicles	14,563	23,470	21,850	25,900	25,000
10.70.4135.00	Other Contractual Services	90,163	112,126	179,700	182,500	193,500
10.70.4140.00	Postage	1,858	2,027	5,000	4,000	5,000
10.70.4145.00	Printing & Advertising	474	402	1,000	800	1,500
10.70.4150.00	Professional Services	39,521	21,979	20,400	30,100	35,100
10.70.4170.00	Telephone & Internet	39,369	27,537	54,540	40,000	56,600
10.70.4180.00	Travel & Training	3,097	6,518	24,750	21,000	33,100
	Total Contractual Services	243,189	194,260	313,840	309,500	349,800
	<u>Commodities</u>					
10.70.4310.00	Computers & Software	23,099	18,803	28,760	28,000	14,340
10.70.4330.00	Fuel & Lubricants	32,926	38,294	50,500	44,000	60,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
10.70.4385.00	Supplies - General	125,122	91,703	114,590	112,800	116,440
10.70.4395.00	Supplies - Lab	4,527	1,251	4,800	3,200	10,500
10.70.4400.00	Supplies - Office	5,886	5,617	12,000	10,100	13,000
10.70.4460.00	Uniforms	10,001	9,973	16,450	16,000	17,000
	Total Commodities	201,561	165,641	227,100	214,100	231,280
	<u>Other Charges</u>					
10.70.4520.00	Donations - Community Programs	1,146	2,924	4,500	3,000	4,500
10.70.4540.00	Insurance	93,857	89,675	91,200	93,200	111,200
10.70.4560.00	Memberships & Subscriptions	590	320	1,500	900	1,500
10.70.4570.00	Miscellaneous	-	-	-	5,200	-
	Total Other Charges	95,593	92,919	97,200	102,300	117,200
	<u>Capital - \$5,000/item min.</u>					
10.70.4830.00	Equipment	1,072	7,567	13,500	9,000	-
10.70.4860.00	Vehicles	104,662	104,606	128,000	104,606	140,000
	Total Capital	105,734	112,173	141,500	113,606	140,000
<u>Impact</u>						
	<u>Commodities</u>					
10.70.4310.00	Computers & Software	-	-	-	-	4,500
	Total Commodities	-	-	-	-	4,500
	<u>Contractual Services</u>					
10.70.4135.00	Other Contractual Services	-	-	-	-	18,500
	Total Contractual Services	-	-	-	-	18,500
	<u>Capital - \$5,000/item min.</u>					
10.70.4860.00	Vehicles	-	-	-	-	50,000
10.70.4890.00	Other Improvements	-	-	-	-	150,000
	Total Capital	-	-	-	-	200,000
	Total Budget Request	3,184,497	2,494,438	3,765,193	3,706,059	4,878,580

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
10.80.4001.00	Salaries	58,518	91,600	124,500	119,500	117,000
10.80.4010.00	Payroll Taxes	4,266	6,864	9,650	9,650	9,100
10.80.4020.00	Unemployment Taxes	-	-	1,400	1,400	1,100
10.80.4025.00	Workers Compensation	1,869	6,767	4,000	8,000	4,500
10.80.4030.00	Group Insurance	7,200	14,180	26,860	26,860	22,600
10.80.4035.00	Retirement Contribution	5,261	7,987	7,100	9,280	14,300
	Total Personnel Services	77,114	127,398	173,510	174,690	168,600
	<u>New Personnel</u>					
10.80.4001.00	Salaries	-	-	-	-	336,600
10.80.4010.00	Payroll Taxes	-	-	-	-	26,600
10.80.4020.00	Unemployment Taxes	-	-	-	-	3,500
10.80.4025.00	Workers Compensation	-	-	-	-	6,800
10.80.4030.00	Group Insurance	-	-	-	-	116,500
10.80.4035.00	Retirement Contribution	-	-	-	-	40,500
	Total Personnel Services	-	-	-	-	530,500
	<u>Contractual Services</u>					
10.80.4122.00	Maintenance - Buildings	392	1,157	-	1,300	-
10.80.4125.00	Maintenance - Equipment	3,194	831	1,500	1,500	1,500
10.80.4130.00	Maintenance - Vehicles	21	-	750	250	-
10.80.4135.00	Other Contractual Services	3,630	3,570	2,800	4,200	1,200
10.80.4140.00	Postage	-	-	200	100	200
10.80.4145.00	Printing & Advertising	384	231	400	300	200
10.80.4160.00	Rents	1,477	-	2,500	2,000	2,500
10.80.4170.00	Telephone & Internet	7,045	5,474	7,020	8,400	9,300
10.80.4180.00	Travel & Training	377	-	1,000	500	750
	Total Contractual Services	16,519	11,263	16,170	18,550	15,650

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Commodities</u>					
10.80.4310.00	Computers & Software	1,696	5,255	5,785	5,700	16,900
10.80.4330.00	Fuel & Lubricants	1,695	1,683	2,110	2,110	2,400
10.80.4385.00	Supplies - General	5,384	638	4,000	3,000	3,000
10.80.4390.00	Supplies - Janitorial	695	-	2,000	1,000	-
10.80.4400.00	Supplies - Office	762	900	1,500	1,000	9,250
10.80.4410.00	Supplies - Operational	1,656	1,026	3,000	1,425	3,000
	Total Commodities	11,888	9,502	18,395	14,235	34,550
	<u>Other Charges</u>					
10.80.4540.00	Insurance	5,644	297	6,000	1,000	11,100
10.80.4560.00	Memberships & Subscriptions	-	-	300	500	800
10.80.4570.00	Miscellaneous	4	4,895	-	5,400	-
	Total Other Charges	5,648	5,192	6,300	6,900	11,900
	<u>Capital - \$5,000/item min.</u>					
10.80.4810.00	Buildings	5,350	-	-	-	-
	Total Capital	5,350	-	-	-	-
	Total Budget Request	116,519	153,355	214,375	214,375	761,200

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Contractual Services</u>					
10.82.4122.00	Maintenance - Buildings	156,924	8,080	26,000	25,000	40,800
10.82.4125.00	Maintenance - Equipment	1,908	896	14,000	8,000	10,000
10.82.4127.00	Maintenance - Infrastructure	11,113	11,997	14,500	14,000	9,000
10.82.4135.00	Other Contractual Services	63,301	45,604	72,000	70,000	78,100
10.82.4150.00	Professional Services	1,396	-	2,500	2,500	3,250
10.82.4160.00	Rents	313	1,665	1,500	1,500	1,500
10.82.4190.00	Utilities	47,752	33,322	34,000	36,000	75,000
	Total Contractual Services	282,707	101,564	164,500	157,000	217,650
	<u>Commodities</u>					
10.82.4390.00	Supplies - Janitorial	2,058	526	6,000	3,000	3,000
10.82.4410.00	Supplies - Operational	7,744	3,610	6,500	3,000	3,000
	Total Commodities	9,802	4,136	12,500	6,000	6,000
	<u>Other Charges</u>					
10.82.4540.00	Insurance	18,500	15,513	20,800	20,800	24,600
	Total Other Charges	18,500	15,513	20,800	20,800	24,600
	<u>Capital - \$5,000/item min.</u>					
10.82.4810.00	Buildings	18,648	32,807	108,500	65,000	45,000
10.82.4830.00	Equipment	-	5,975	6,000	6,000	-
	Total Capital	18,648	38,782	114,500	71,000	45,000
	Total Budget Request	329,657	159,994	312,300	254,800	293,250

TOWN OF JOHNSTOWN

ANNUAL BUDGET

FY 2022

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	145,000	---	145,000
Totals	\$0	\$0	\$0	\$0	0	\$145,000	\$0	\$145,000

Total Cash Available

\$188,809

Ending Fund Balance

\$43,809

% of Total Budget

0.00%0.00%0.00%0.00%0.00%0.00%0.00%0.00%

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
		<u>Actual</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	80,799	68,682	77,100	99,400	81,100
30.01.3960.00	INTEREST INCOME	461	24	100	100	50
	TOTAL FUND REVENUES	81,261	68,705	77,200	99,500	81,150
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					107,659
	TOTAL ANTICIPATED FUNDS AVAILABLE	81,261	68,705	77,200	99,500	188,809

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	Capital - \$5,000/item min.					
30.90.4840.00	Infrastructure	73,102	-	-	-	145,000
	Total Capital	73,102	-	-	-	145,000
	Total Budget Request	73,102	-	-	-	145,000

TOWN OF JOHNSTOWN

ANNUAL BUDGET

FY 2022

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	478,900	469,800	72,150	16,700	1,037,550	1,547,000	1,190,000	-	3,774,550
Totals	\$ 478,900	\$ 469,800	\$ 72,150	\$ 16,700	\$ 1,037,550	\$ 1,547,000	\$ 1,190,000	\$ -	\$ 3,774,550

Total Cash Available

\$ 8,934,082

Ending Fund Balance

\$ 5,159,532

% of Total Budget

12.69%

12.45%

1.91%

0.44%

27.49%

40.99%

31.53%

0.00%

100.00%

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
		<u>Actual</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	790	900	-	900	500
34.01.3420.00	GRANTS	-	24,093	190,000	45,000	205,000
34.01.3470.00	LARIMER COUNTY OPEN SPACE	270,462	186,247	147,560	239,100	243,650
34.01.3532.00	PARK FEES - BUILDING PERMITS	184,500	79,500	75,000	81,000	75,000
34.01.3567.00	PARK RESERVATION FEES	380	890	250	890	400
34.01.3740.00	PARK & OS - IMPACT FEES	393,668	189,846	179,100	193,428	179,100
34.01.3940.00	CEMETERY LOT PURCHASE	51,041	40,316	17,000	40,316	17,000
34.01.3960.00	INTEREST INCOME	22,055	1,152	22,000	1,295	2,000
34.01.3970.00	MISCELLANEOUS	27,078	-	-	-	-
		<u>949,974</u>	<u>522,942</u>	<u>630,910</u>	<u>601,929</u>	<u>722,650</u>
34.01.3999.00	FROM WATER FUND	100,000	-	100,000	25,000	20,000
34.01.3999.00	FROM SEWER FUND	100,000	-	100,000	25,000	20,000
34.01.3999.00	FROM DRAINAGE	20,000	-	20,000	20,000	10,000
34.01.3999.00	FROM GENERAL FUND	-	-	-	-	1,112,000
	TOTAL FUND REVENUES	<u>1,169,974</u>	<u>522,942</u>	<u>850,910</u>	<u>671,929</u>	<u>1,884,650</u>
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					7,049,432
	TOTAL ANTICIPATED FUNDS AVAILABLE					<u>8,934,082</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
34.90.4001.00	Salaries	200,548	141,987	222,400	222,400	212,300
34.90.4002.00	Overtime	844	1,497	1,500	1,500	3,000
34.90.4010.00	Payroll Taxes	14,625	10,892	18,500	18,500	16,900
34.90.4020.00	Unemployment Taxes	-	-	2,200	2,200	3,000
34.90.4025.00	Workers Compensation	11,900	3,907	17,800	17,800	18,500
34.90.4030.00	Group Insurance	31,946	17,217	40,500	40,500	27,500
34.90.4035.00	Retirement Contribution	12,164	8,266	9,400	9,400	25,800
	Total Personnel Services	272,027	183,766	312,300	312,300	307,000
	<u>New Personnel Services</u>					
34.90.4001.00	Salaries	-	-	-	-	91,800
34.90.4002.00	Overtime	-	-	-	-	2,000
34.90.4010.00	Payroll Taxes	-	-	-	-	7,400
34.90.4020.00	Unemployment Taxes	-	-	-	-	2,200
34.90.4025.00	Workers Compensation	-	-	-	-	6,500
34.90.4030.00	Group Insurance	-	-	-	-	51,000
34.90.4035.00	Retirement Contribution	-	-	-	-	11,000
	Total Personnel Services	-	-	-	-	171,900
	<u>Contractual Services</u>					
34.90.4122.00	Maintenance - Buildings	472	695	8,000	4,500	8,000
34.90.4125.00	Maintenance - Equipment	2,389	5,684	10,000	7,500	8,000
34.90.4127.00	Maintenance - Infrastructure	25,482	28,429	128,000	103,000	98,000
34.90.4130.00	Maintenance - Vehicles	612	369	2,000	1,500	1,500
34.90.4135.00	Other Contractual Services	26,804	23,930	41,500	41,500	49,400
34.90.4140.00	Postage	-	-	100	100	100
34.90.4150.00	Professional Services	12,636	8,735	35,000	30,000	145,000
34.90.4170.00	Telephone & Internet	-	-	250	250	4,800
34.90.4180.00	Travel & Training	36	-	1,000	1,000	1,000
34.90.4190.00	Utilities	2,997	2,272	4,000	4,000	154,000
	Total Contractual Services	71,428	70,114	229,850	193,350	469,800

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	Commodities					
34.90.4300.00	Chemicals	16,279	25,836	17,000	24,700	25,700
34.90.4310.00	Computers & Software	-	-	1,160	1,160	4,200
34.90.4330.00	Fuel & Lubricants	10,927	9,486	8,200	8,200	11,000
34.90.4385.00	Supplies - General	805	716	3,000	2,000	2,500
34.90.4410.00	Supplies - Operational	15,124	3,180	23,000	13,000	23,000
34.90.4420.00	Supplies - Safety	816	145	2,500	1,500	1,500
34.90.4430.00	Supplies - Training	744	331	1,000	1,000	1,000
34.90.4440.00	Supplies - Vehicles	-	40	1,000	1,000	1,000
34.90.4460.00	Uniforms	764	-	1,100	1,100	2,250
	Total Commodities	45,458	39,734	57,960	53,660	72,150
	Other Charges					
34.90.4540.00	Insurance	5,697	1,901	4,300	4,300	6,700
34.90.4570.00	Miscellaneous	-	-	10,000	10,000	10,000
	Total Other Charges	5,697	1,901	14,300	14,300	16,700
	Capital - \$5,000/item min.					
34.90.4830.00	Equipment	108,932	34,728	25,000	35,100	20,000
34.90.4840.00	Infrastructure	101,545	77,665	1,215,000	300,000	1,482,000
34.90.4860.00	Vehicles	-	-	-	-	45,000
	Total Capital	210,476	112,393	1,240,000	335,100	1,547,000
	Impact					
	Capital - \$5,000/item min.					
34.90.4840.00	Infrastructure	-	-	-	-	1,190,000
	Total Capital	-	-	-	-	1,190,000
	Total Budget Request	605,086	407,908	1,854,410	908,710	3,774,550

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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	674,600	2,723,800	181,100	19,900	3,599,400	2,769,000	-	-	6,368,400
Totals	\$ 674,600	\$ 2,723,800	\$ 181,100	\$ 19,900	\$ 3,599,400	\$ 2,769,000	\$ -	\$ -	\$ 6,368,400

Total Cash Available

\$ 17,461,772

Ending Fund Balance

\$ 11,093,371

% of Total Budget

10.59%

42.77%

2.84%

0.31%

56.52%

43.48%

0.00%

0.00%

100.00%

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
		<u>Actual</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	707,560	898,491	1,020,000	1,213,800	1,114,600
36.01.3124.01	USE TAXES - BUILDINGS	92,360	263,287	150,000	268,750	150,000
36.01.3124.00	SALES & USE TAXES - VEHICLES	1,704,440	1,447,707	724,500	1,451,320	911,000
36.01.3140.00	SPECIFIC OWNERSHIP TAXES	598,736	350,542	440,000	440,000	440,000
36.01.3176.00	HIGHWAY USERS TAXES	463,677	393,863	463,100	463,100	535,000
36.01.3420.00	GRANTS	1,000,000	66,667	1,066,666	66,667	566,667
36.01.3430.00	ROAD & BRIDGE - WELD	127,236	82,865	59,000	82,865	59,000
36.01.3435.00	ROAD & BRIDGE - LARIMER	95,551	46,257	82,000	46,257	82,000
36.01.3580.00	VEHICLE REGISTRATION FEES	63,789	43,295	40,800	44,595	40,800
36.01.3585.00	STREET MAINTENANCE FEE	92,742	-	-	-	0
36.01.3590.00	TRASH COLLECTION FEES	717,070	573,718	715,477	744,722	881,000
36.01.3790.00	TRANSPORTATION FACILITY DEVELOPMENT FEE - IMPACT	1,829,529	1,145,359	416,550	1,153,690	416,550
36.01.3792.00	TRAFFIC SIGNAL IMPACT FEE	2,789	5,429	4,000	5,429	4,000
36.01.3793.00	TRAFFIC SIGNAL - DEV SHARE	92,750	50,000	-	50,000	0
36.01.3960.00	INTEREST	54,772	2,840	28,000	2,840	2,000
36.01.3970.00	MISCELLANEOUS	427,167	653	-	653	0
36.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	19,694	-	-	-	0
36.01.3999.00	TRANSFER IN	2,698,869	-	-	-	0
SUBTOTAL		10,788,731	5,370,972	5,210,093	6,034,688	5,202,617
TOTAL FUND REVENUES		10,788,731	5,370,972	5,210,093	6,034,688	5,202,617
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)						12,259,155
TOTAL ANTICIPATED FUNDS AVAILABLE						17,461,772
RESTRICTED FOR TRANS. IMPACT BAL (AS OF 12/2020):				1,599,588		
<i>Less 2021 Budgeted Expenses:</i>						
Twin Silos Reimbursement				(144,000)		
Charlotte design				(350,000)		
Embankment mower				(44,000)		
Digital signals				(25,000)		
Plow truck				(150,000)		
Estes project				(800,000)		
RESTRICTED FOR TRANS. IMPACT ONLY (AS OF 12/2020)				86,588		

<u>STREET AND ALLEY FUND REVENUES</u>	<u>2020</u> <u>Actual</u>	<u>2021</u> <u>Jan - Sept</u> <u>Actuals</u>	<u>2021</u> <u>Adopted</u> <u>Budget</u>	<u>2021</u> <u>Estimated</u>	<u>2022</u> <u>Proposed</u>
RESTRICTED FOR IMPACT ONLY - SIGNALS (AS OF 12/2020)			269,729		

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
36.90.4001.00	Salaries	213,777	174,035	301,760	301,760	301,900
36.90.4002.00	Overtime	1,069	2,432	6,000	6,000	6,000
36.90.4010.00	Payroll Taxes	15,855	13,333	23,100	23,100	23,800
36.90.4020.00	Unemployment Taxes	-	-	2,800	2,800	2,900
36.90.4025.00	Workers Compensation	10,702	8,134	18,500	18,500	19,200
36.90.4030.00	Group Insurance	36,923	24,561	45,500	45,500	79,600
36.90.4035.00	Retirement Contribution	14,023	11,031	14,100	14,100	36,600
	Total Personnel Services	292,349	233,526	411,760	411,760	470,000
	<u>New Personnel</u>					
36.90.4001.00	Salaries	-	-	-	-	104,200
36.90.4002.00	Overtime	-	-	-	-	2,000
36.90.4010.00	Payroll Taxes	-	-	-	-	8,100
36.90.4020.00	Unemployment Taxes	-	-	-	-	2,900
36.90.4025.00	Workers Compensation	-	-	-	-	16,500
36.90.4030.00	Group Insurance	-	-	-	-	57,400
36.90.4035.00	Retirement Contribution	-	-	-	-	13,500
	Total New Personnel	-	-	-	-	204,600
	<u>Contractual Services</u>					
36.90.4125.00	Maintenance - Equipment	10,336	18,751	20,000	20,000	27,500
36.90.4127.00	Maintenance - Infrastructure	393,049	274,585	840,000	840,000	1,320,000
36.90.4130.00	Maintenance - Vehicles	5,474	5,811	12,000	10,000	10,000
36.90.4135.00	Other Contractual Services	821,946	541,712	944,800	944,800	832,200
36.90.4140.00	Postage	-	50	300	200	1,000
36.90.4145.00	Printing & Advertising	325	50	3,000	3,000	4,000
36.90.4150.00	Professional Services	605	83,146	352,000	352,000	215,000
36.90.4160.00	Rents	1,801	2,173	5,000	5,000	5,500
36.90.4170.00	Telephone & Internet	3,142	2,119	4,540	4,540	3,600
36.90.4180.00	Travel & Training	1,140	1,442	5,000	2,500	5,000
36.90.4190.00	Utilities	319,407	191,928	295,000	295,000	300,000
	Total Contractual Services	1,557,224	1,121,767	2,481,640	2,477,040	2,723,800

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Commodities</u>					
36.90.4300.00	Chemicals	58,256	20,305	50,000	50,000	55,000
36.90.4310.00	Computers & Software	1,214	1,518	3,550	3,550	18,500
36.90.4330.00	Fuel & Lubricants	17,415	23,636	20,000	30,000	30,000
36.90.4385.00	Supplies - General	8,725	2,624	12,000	8,000	10,000
36.90.4400.00	Supplies - Office	818	100	600	350	350
36.90.4410.00	Supplies - Operational	11,830	24,882	27,000	30,000	35,000
36.90.4420.00	Supplies - Safety	6,953	864	10,000	10,000	10,000
36.90.4430.00	Supplies - Training	31	-	150	150	250
36.90.4440.00	Supplies - Vehicles	4,517	3,254	20,000	20,000	20,000
36.90.4460.00	Uniforms	929	520	2,500	2,000	2,000
	Total Commodities	110,688	77,702	145,800	154,050	181,100
	<u>Other Charges</u>					
36.90.4540.00	Insurance	7,091	9,820	7,800	9,820	17,400
36.90.4560.00	Memberships & Subscriptions	325	-	400	400	500
36.90.4570.00	Miscellaneous	6,842	-	2,000	1,000	2,000
	Total Other Charges	14,259	9,820	10,200	11,220	19,900
	<u>Capital - \$5,000/item min.</u>					
36.90.4830.00	Equipment	44,080	43,844	69,000	69,000	-
36.90.4840.00	Infrastructure	88,781	35,637	800,000	400,000	2,650,000
36.90.4860.00	Vehicles	248,864	-	150,000	120,000	119,000
36.90.4890.00	Other Improvements	8,300,036	-	-	-	-
	Total Capital	8,681,761	79,481	1,019,000	589,000	2,769,000
	Total Budget Request	10,656,281	1,522,296	4,068,400	3,643,070	6,368,400

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CAPITAL PROJECTS FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Capital Projects	-	11,500	-	-	11,500	7,100,000	-	7,111,500
Totals	\$ -	\$ 11,500	\$ -	\$ -	\$ 11,500	\$ 7,100,000	\$ -	\$ 7,111,500
Total Cash Available	\$ 13,825,078							
Ending Fund Balance	\$ 6,713,578							
% of Total Budget	0.00%	0.16%	0.00%	0.00%	0.16%	99.84%	0.00%	100.00%

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
		<u>Actual</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>CAPITAL PROJECT FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
38.01.3120.00	SALES TAX REVENUES	606,058	-	-	-	-
38.01.3122.01	USE TAX REVENUES - BUILDINGS	570,463	411,945	111,940	417,820	240,000
38.01.3960.00	INTEREST	71,389	3,806	36,000	4,000	4,500
38.01.3985.00	REIMBURSED EXPENSES	-	-	-	-	-
38.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	114,706	-	-	-	-
38.01.3999.00	TRANSFERS TO TAX FUND	(59,895)		(85,100)	(100,000)	(60,000)
	SUBTOTAL	1,302,720	415,751	62,840	321,820	184,500
	TOTAL FUND REVENUES	1,302,720	415,751	62,840	321,820	184,500
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					13,640,578
	TOTAL ANTICIPATED FUNDS AVAILABLE					13,825,078

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Contractual Services</u>					
38.90.4135.00	Other Contractual Services	8,355	4,856	10,200	10,200	11,500
	Total Contractual Services	8,355	4,856	10,200	10,200	11,500
	<u>Capital - \$5,000/item min.</u>					
38.90.4840.00	Infrastructure	50,201	27,878	4,400,000	600,000	7,100,000
	Total Capital	50,201	27,878	4,400,000	600,000	7,100,000
	Total Budget Request	58,556	32,734	4,410,200	610,200	7,111,500

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TAX ALLOCATION EXPENSE SUMMARY

	Personnel ServicesContract ServicesCommodityOther Charges				Total Operating Costs	Capital OutlayDebt Service		Total
Tax Allocation	-	-	-	645,050	645,050	-	-	645,050
Totals	\$ -	\$ -	\$ -	\$ 645,050	\$ 645,050	\$ -	\$ -	\$ 645,050
Total Cash Available								\$ 645,050
Ending Fund Balance								\$ (0)
% of Total Budget	0.00%	0.00%	0.00%	100.00%	100.00%	0.00%	0.00%	100.00%

	<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
	<u>Actual</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>TAX ALLOCATION FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
TRANSFERS IN:					
60.01.3120.00 TAX SHARING	463,542	382,483	439,900	625,000	645,000
60.01.3960.00 INTEREST	-	-	100	50	50
	-	-	-	-	-
	463,542	382,483	440,000	625,050	645,050
TOTAL FUND REVENUES	463,542	382,483	440,000	625,050	645,050
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					(0)
TOTAL ANTICIPATED FUNDS AVAILABLE					645,050

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Other Charges</u>					
60.90.4570.00	Miscellaneous	463,542	382,483	440,000	721,001	645,050
	Total Other Charges	463,542	382,483	440,000	721,001	645,050
	<u>Transfers</u>					
60.90.4999.00	Transfer Out		-			
	Total Transfers Out	-	-	-	-	-
	Total Budget Request	463,542	382,483	440,000	721,001	645,050

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WATER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Water Fund	654,750	1,942,600	1,477,400	747,550	4,822,300	20,910,280	-	25,732,580
Totals	\$ 654,750	\$ 1,942,600	\$ 1,477,400	\$ 747,550	\$ 4,822,300	\$ 20,910,280	\$ -	\$ 25,732,580
Total Cash Available								\$ 64,105,749
Ending Fund Balance								\$ 38,373,169
% of Total Budget	2.54%	7.55%	5.74%	2.91%	18.74%	81.26%	0.00%	100.00%

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
		<u>Actual</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>WATER FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
70.01.3440.00	GRANTS	-	-	325,000	325,000	-
70.01.3810.00	SALES OF POTABLE WATER	3,254,914	3,297,008	2,884,500	3,608,000	3,600,000
70.01.3815.00	SALES OF NONPOTABLE WATER	70,021	-	-	-	3,700
70.01.3820.00	WATER TAP FEE	1,091,454	1,246,957	965,550	1,300,000	1,006,050
70.01.3825.00	RAW WATER DEVELOPMENT FEE	953,834	1,065,536	816,294	1,123,765	850,650
70.01.3840.00	HYDRANT/BULK WATER	50,717	439,571	18,000	442,500	235,000
70.01.3845.00	WATER LEASE	6,001	10,650	1,500	11,650	11,650
70.01.3850.00	WATER SHARE FEES	61,395	1,900	-	2,900	2,400
70.01.3852.00	WATER METER FEE	45,644	87,023	15,000	92,456	40,500
70.01.3920.00	CAPITAL/DEVELOPER CONTRIBUTIONS	-	8,160,000	-	8,160,000	-
70.01.3960.00	INTEREST INCOME	103,029	5,599	95,000	6,500	6,900
70.01.3970.00	MISCELLANEOUS	363,529	138,379	125,000	138,900	125,000
70.01.3985.00	REFUND OF EXPENDITURES	3,220	10,421	-	10,421	-
70.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	111,960	-	-	-	-
70.01.3999.00	TRANSFER IN	-	-	5,000,000	-	40,000,000
	SUBTOTAL	6,115,719	14,463,044	10,245,844	15,222,092	45,881,850
	TOTAL FUND REVENUES	6,115,719	14,463,044	10,245,844	15,222,092	45,881,850
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					26,383,899
	LESS CONTRIBUTED CAPITAL					(8,160,000)
	TOTAL ANTICIPATED FUNDS AVAILABLE				\$	64,105,749

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	Administrative Costs					
	Personnel Services					
70.12.4001.00	Salaries	101,987	72,294	103,650	103,650	103,200
70.12.4002.00	Overtime	53	331	500	500	500
70.12.4005.00	Compensated Absences	-	-		-	-
70.12.4010.00	Payroll Taxes	6,973	5,413	7,900	7,900	7,950
70.12.4020.00	Unemployment Taxes	-	-	1,100	1,100	1,100
70.12.4025.00	Workers Compensation	102	81	2,900	2,900	2,850
70.12.4030.00	Group Insurance	16,779	15,006	22,300	22,300	23,950
70.12.4035.00	Retirement Contribution	7,144	5,132	6,950	6,950	12,300
	Total Personnel Services	133,037	98,257	145,300	145,300	151,850
	Contractual Services					
70.12.4110.00	Billing & Administrative	100,000	-	100,000	20,000	20,000
70.12.4135.00	Other Contractual Services	50,512	29,043	34,500	34,500	58,900
70.12.4140.00	Postage	635	22	1,200	1,200	1,000
70.12.4145.00	Printing & Advertising	10,032	11,333	15,500	15,500	15,500
70.12.4150.00	Professional Services	-	-	2,400	2,400	2,000
	Total Contractual Services	161,179	40,398	153,600	73,600	97,400
	Other Charges					
70.12.4570.00	Miscellaneous		-	386,400	386,400	179,400
	Total Other Charges	-	-	386,400	386,400	179,400
	Administrative Costs Total	294,215	138,655	685,300	605,300	428,650
	Operational Costs					
	Personnel Services					
70.90.4001.00	Salaries	304,261	255,012	366,800	366,800	131,800
70.90.4002.00	Overtime	10,680	14,269	11,000	16,000	3,000
70.90.4005.00	Compensated Absences	6,908	-	6,000	6,000	2,500
70.90.4010.00	Payroll Taxes	23,079	19,938	28,700	28,700	10,700
70.90.4020.00	Unemployment Taxes	-	-	3,900	3,900	2,100
70.90.4025.00	Workers Compensation	8,802	8,329	18,100	18,100	7,000
70.90.4030.00	Group Insurance	73,916	58,636	80,350	80,350	43,200
70.90.4035.00	Retirement Contribution	13,855	12,860	16,700	16,700	16,000
	Total Personnel Services	441,503	369,044	531,550	536,550	216,300

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>New Personnel</u>					
70.90.4001.00	Salaries	-	-	-	-	166,600
70.90.4002.00	Overtime	-	-	-	-	2,000
70.90.4010.00	Payroll Taxes	-	-	-	-	13,500
70.90.4020.00	Unemployment Taxes	-	-	-	-	4,700
70.90.4025.00	Workers Compensation	-	-	-	-	15,700
70.90.4030.00	Group Insurance	-	-	-	-	63,800
70.90.4035.00	Retirement Contribution	-	-	-	-	20,300
	Total Personnel Services	-	-	-	-	286,600
	<u>Contractual Services</u>					
70.90.4122.00	Maintenance - Buildings	6,543	60,310	46,000	71,300	25,000
70.90.4125.00	Maintenance - Equipment	90,102	95,008	94,000	100,000	130,000
70.90.4127.00	Maintenance - Infrastructure	517,321	71,678	89,000	89,000	245,000
70.90.4130.00	Maintenance - Vehicles	6,221	2,327	5,000	5,000	5,300
70.90.4135.00	Other Contractual Services	152,262	138,507	126,500	149,000	781,500
70.90.4150.00	Professional Services	196,722	100,419	150,000	130,000	170,000
70.90.4170.00	Telephone & Internet	5,263	4,546	5,480	5,500	6,900
70.90.4180.00	Travel & Training	3,791	4,479	5,000	5,000	3,500
70.90.4190.00	Utilities	225,975	142,485	220,000	220,000	253,000
70.90.4195.00	Water Assessments	140,483	151,339	200,000	200,000	225,000
	Total Contractual Services	1,344,682	771,098	940,980	974,800	1,845,200
	<u>Commodities</u>					
70.90.4300.00	Chemicals	203,162	278,963	135,000	295,000	1,196,000
70.90.4310.00	Computers & Software	178	1,518	4,900	2,400	59,000
70.90.4330.00	Fuel & Lubricants	10,490	8,554	12,000	12,000	10,000
70.90.4340.00	Hydrants	11,368	4,603	15,000	8,000	10,000
70.90.4385.00	Supplies - General	5,618	8,612	14,000	14,000	14,000
70.90.4390.00	Supplies - Janitorial	679	-	1,300	1,000	1,000
70.90.4395.00	Supplies - Lab	13,080	12,617	18,000	18,000	20,000
70.90.4410.00	Supplies - Operational	67,855	30,491	60,000	50,000	60,000
70.90.4420.00	Supplies - Safety	2,294	1,868	3,000	3,000	3,000
70.90.4430.00	Supplies - Training	16	-	1,500	1,000	1,500
70.90.4440.00	Supplies - Vehicles	212	481	2,000	1,500	1,500

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
70.90.4460.00	Uniforms	3,041	315	3,200	3,000	1,400
70.90.4480.00	Water Meters	88,738	70,567	110,000	100,000	100,000
	Total Commodities	406,731	418,589	379,900	508,900	1,477,400
	Other Charges					
70.90.4515.00	Depreciation	356,431	267,323	410,000	410,000	425,000
70.90.4540.00	Insurance	34,190	40,345	51,543	51,543	62,400
70.90.4560.00	Memberships& Subscriptions	559	35	1,000	750	750
70.90.4570.00	Miscellaneous	63,670	191,480	75,000	200,000	80,000
	Total Other Charges	454,850	499,183	537,543	662,293	568,150
	Capital - \$5,000/item min.					
70.90.4830.00	Equipment	-	-	-	-	831,280
70.90.4840.00	Infrastructure	-	2,703,513	18,735,000	6,000,000	19,640,000
70.90.4860.00	Vehicles	-	-	-	-	89,000
70.90.4880.00	Water Shares	-	553,477	500,000	553,477	350,000
	Total Capital	-	3,256,990	19,235,000	6,553,477	20,910,280
	Total Budget Request	2,941,980	5,453,559	22,310,273	9,841,320	25,732,580

TOWN OF JOHNSTOWN

ANNUAL BUDGET

FY 2022

SEWER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Sewer Fund	485,050	1,376,250	302,150	317,400	2,480,850	49,189,000	1,953,150	53,623,000
Totals	\$ 485,050	\$ 1,376,250	\$ 302,150	\$ 317,400	\$ 2,480,850	\$ 49,189,000	\$ 1,953,150	\$ 53,623,000

Total Cash Available

\$ 57,413,779

Ending Fund Balance

\$ 3,790,779

% of Total Budget

0.90%

2.57%

0.56%

0.59%

4.63%

91.73%

3.64%

100.00%

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
		<u>Actual</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>		
72.01.3410.00	GRANT	-	1,910,007	-	1,910,006	1,900,000
72.01.3775.00	SEWER - REGIONAL IMPACT FEE	-	788,500	400,000	788,500	902,500
72.01.3870.00	SEWER CHARGES	2,130,323	2,001,960	2,123,500	2,660,000	2,984,000
72.01.3880.00	SEWER TAP FEES	723,350	912,840	792,000	929,340	1,494,240
72.01.3960.00	INTEREST	15,626	2,581	7,200	2,980	1,200
72.01.3970.00	MISCELLANEOUS	16,521	19,248	2,000	19,248	15,000
72.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	74,747	-	-	-	-
72.01.3980.00	PROCEEDS FROM ISSUANCE OF BONDS	-	56,000,000	54,450,000	56,000,000	-
	SUBTOTAL	<u>2,960,567</u>	<u>61,635,136</u>	<u>57,774,700</u>	<u>62,310,074</u>	<u>7,296,940</u>
	TOTAL FUND REVENUES	<u>2,960,567</u>	<u>61,635,136</u>	<u>57,774,700</u>	<u>62,310,074</u>	<u>7,296,940</u>
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					50,116,839
	TOTAL ANTICIPATED FUNDS AVAILABLE					<u>57,413,779</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
Administrative Costs						
Personnel Services						
72.12.4001.00	Salaries	99,544	71,170	103,650	103,650	103,200
72.12.4002.00	Overtime	46	306	500	500	500
72.12.4010.00	Payroll Taxes	6,799	5,331	7,900	7,900	7,950
72.12.4020.00	Unemployment Taxes	-	-	1,100	1,100	1,100
72.12.4025.00	Workers Compensation	98	80	2,900	2,900	2,850
72.12.4030.00	Group Insurance	16,131	14,469	22,300	22,300	23,950
72.12.4035.00	Retirement Contribution	7,042	5,082	6,950	6,950	12,300
	Total Personnel Services	129,660	96,438	145,300	145,300	151,850
Contractual Services						
72.12.4110.00	Billing & Administrative	100,000	-	100,000	20,000	20,000
72.12.4135.00	Other Contractual Services	40,426	25,705	30,300	30,300	55,700
72.12.4140.00	Postage	-	-	1,100	1,100	1,000
72.12.4145.00	Printing & Advertising	10,032	4,340	15,500	15,500	15,500
	Total Contractual Services	150,458	30,045	146,900	66,900	92,200
Other Charges						
72.12.4570.00	Miscellaneous	-	-	15,000	15,000	-
	Total Other Charges	-	-	15,000	15,000	-
	Total Administrative Costs	280,118	126,483	307,200	227,200	244,050
Operational Costs						
Personnel Services						
72.90.4001.00	Salaries	250,425	178,961	335,300	335,300	23,400
72.90.4002.00	Overtime	9,334	7,475	11,000	11,000	1,000
72.90.4005.00	Compensated Absences	2,754	-	6,000	6,000	1,500
72.90.4010.00	Payroll Taxes	19,152	13,919	26,250	26,250	2,000
72.90.4020.00	Unemployment Taxes	-	-	3,700	3,700	500
72.90.4025.00	Workers Compensation	7,202	4,130	18,100	18,100	5,500
72.90.4030.00	Group Insurance	59,183	39,432	74,150	74,150	9,800
72.90.4035.00	Retirement Contribution	11,569	9,285	15,400	15,400	2,900
	Total Personnel Services	359,619	253,202	489,900	489,900	46,600
New Personnel						
72.90.4001.00	Salaries	-	-	-	-	166,600

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
72.90.4002.00	Overtime	-	-	-	-	2,000
72.90.4010.00	Payroll Taxes	-	-	-	-	13,500
72.90.4020.00	Unemployment Taxes	-	-	-	-	4,700
72.90.4025.00	Workers Compensation	-	-	-	-	15,700
72.90.4030.00	Group Insurance	-	-	-	-	63,800
72.90.4035.00	Retirement Contribution	-	-	-	-	20,300
	Total New Personnel	-	-	-	-	286,600
	Contractual Services					
72.90.4122.00	Maintenance - Buildings	4,745	2,643	10,000	10,000	7,500
72.90.4125.00	Maintenance - Equipment	41,360	45,198	100,000	75,000	100,000
72.90.4127.00	Maintenance - Infrastructure	56,222	433,059	460,000	460,000	220,000
72.90.4130.00	Maintenance - Vehicles	2,061	839	3,000	1,500	1,500
72.90.4135.00	Other Contractual Services	158,008	98,666	195,000	175,000	656,500
72.90.4140.00	Postage	11	50	150	150	150
72.90.4145.00	Printing & Advertising	-	50	150	400	300
72.90.4150.00	Professional Services	64,954	17,468	10,000	10,000	40,000
72.90.4160.00	Rents	7,763	1,378	5,000	5,000	5,000
72.90.4170.00	Telephone & Internet	12,579	9,452	9,050	12,700	4,100
72.90.4180.00	Travel & Training	674	4,415	3,500	4,500	1,500
72.90.4190.00	Utilities	213,791	178,334	225,000	225,000	247,500
	Total Contractual Services	562,169	791,552	1,020,850	979,250	1,284,050
	Commodities					
72.90.4300.00	Chemicals	149,484	110,314	145,000	145,000	225,000
72.90.4310.00	Computers & Software	178	709	3,210	1,500	5,000
72.90.4330.00	Fuel & Lubricants	12,962	14,990	13,000	17,000	13,000
72.90.4380.00	Supplies - Buildings	2,080	-	3,000	3,000	3,500
72.90.7385.00	Supplies - General	2,781	1,337	5,000	4,500	10,000
72.90.4390.00	Supplies - Janitorial	62	33	1,500	750	1,500
72.90.4395.00	Supplies - Lab	724	1,262	10,000	3,500	20,000
72.90.4400.00	Supplies - Office	-	-	250	150	250
72.90.4410.00	Supplies - Operational	19,558	3,865	50,000	15,000	15,000
72.90.4420.00	Supplies - Safety	1,398	1,254	1,500	1,800	4,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
72.90.4430.00	Supplies - Training	16	-	1,500	1,000	1,500
72.90.4440.00	Supplies - Vehicles	121	670	2,000	1,500	2,000
72.90.4460.00	Uniforms	251	-	2,000	2,000	1,400
	Total Commodities	189,616	134,434	237,960	196,700	302,150
	<u>Other Charges</u>					
72.90.4515.00	Depreciation	225,460	169,095	235,000	235,000	245,000
72.90.4540.00	Insurance	22,543	47,821	49,943	49,943	61,900
72.90.4560.00	Memberships & Subscriptions	-	-	500	250	500
72.90.4570.00	Miscellaneous	9,330	-	15,000	10,000	10,000
	Total Other Charges	257,333	216,916	300,443	295,193	317,400
	<u>Capital - \$5,000/item min.</u>					
72.90.4810.00	Buildings	-	137,458	8,000,000	6,000,000	20,000,000
72.90.4830.00	Equipment	16,350	4,527	183,500	33,500	-
72.90.4840.00	Infrastructure	277,404	3,898,880	17,203,100	12,350,000	29,100,000
72.90.4860.00	Vehicles	-	-	-	-	89,000
	Total Capital	293,754	4,040,865	25,386,600	18,383,500	49,189,000
	<u>Debt Service</u>					
72.90.4900.00	Principal	-	-	541,268	-	-
72.90.4950.00	Interest	-	-	906,801	488,288	1,953,150
72.90.4995.00	Cost of Issuance	-	-	550,000	550,000	-
	Total Debt Service	-	-	1,998,069	1,038,288	1,953,150
	Total Budget Request	1,942,608	5,563,453	29,741,022	21,610,031	53,623,000

TOWN OF JOHNSTOWN

ANNUAL BUDGET

FY 2022

DRAINAGE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Drainage Fund	325,875	162,790	17,400	14,800	520,865	480,000	-	1,000,865
Totals	\$ 325,875	\$ 162,790	\$ 17,400	\$ 14,800	\$ 520,865	\$ 480,000	\$ -	\$ 1,000,865

Total Cash Available								\$ 1,925,753
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Ending Fund Balance								\$ 924,888
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% of Total Budget	32.56%	16.26%	1.74%	1.48%	52.04%	47.96%	0.00%	100.00%
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		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
		<u>Actual</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>		
74.01.3720.00	DRAINAGE IMPACT FEE	321,949	266,402	75,000	266,402	110,000
74.01.3860.00	DRAINAGE CHARGES	459,460	356,567	457,200	474,863	475,900
74.01.3960.00	INTEREST	11,833	817	5,400	1,000	1,000
74.01.3970.00	MISCELLANEOUS	343	-	-	-	-
74.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	17,853	-	-	-	-
	SUBTOTAL	811,439	623,786	537,600	742,265	586,900
	TOTAL FUND REVENUES	811,439	623,786	537,600	742,265	586,900
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					1,338,853
	TOTAL ANTICIPATED FUNDS AVAILABLE					1,925,753

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
Administrative Costs						
	Personnel Services					
74.12.4001.00	Salaries	74,858	50,071	68,300	68,300	78,900
74.12.4002.00	Overtime	20	150	500	500	500
74.12.4010.00	Payroll Taxes	5,123	3,762	5,300	5,300	6,400
74.12.4020.00	Unemployment Taxes	-	-	750	750	1,050
74.12.4025.00	Workers Compensation	76	56	2,500	2,500	2,875
74.12.4030.00	Group Insurance	11,610	9,632	13,300	13,300	17,900
74.12.4035.00	Retirement Contribution	5,296	3,635	4,900	4,900	9,400
	Total Personnel Services	96,983	67,306	95,550	95,550	117,025
	Contractual Services					
74.12.4110.00	Billing & Administrative	20,000		20,000	20,000	10,000
74.12.4135.00	Other Contractual Services	10,599	11,783	17,600	17,600	20,840
74.12.4140.00	Postage	-	-	500	500	500
74.12.4145.00	Printing & Advertising	6,688	2,893	10,600	10,600	8,400
	Total Contractual Services	37,287	14,676	48,700	48,700	39,740
	Total Administrative Costs	134,270	81,982	144,250	144,250	156,765
	Operational Costs					
	Personnel Services					
74.90.4001.00	Salaries	109,367	66,517	116,100	116,100	80,100
74.90.4002.00	Overtime	398	807	4,000	4,000	4,000
74.12.4005.00	Compensated Absences	6,851	-	6,000	6,000	5,200
74.90.4010.00	Payroll Taxes	8,346	5,167	9,100	9,100	6,500
74.90.4020.00	Unemployment Taxes	-	-	1,150	1,150	1,100
74.90.4025.00	Workers Compensation	4,240	2,437	14,000	14,000	12,000
74.90.4030.00	Group Insurance	17,668	6,961	22,750	22,750	22,100
74.90.4035.00	Retirement Contribution	7,215	4,693	5,900	5,900	9,900
	Total Personnel Services	154,084	86,582	179,000	179,000	140,900
	New Personnel					
74.90.4001.00	Salaries	-	-	-	-	36,200
74.90.4002.00	Overtime	-	-	-	-	1,000
74.90.4010.00	Payroll Taxes	-	-	-	-	2,800

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
74.90.4020.00	Unemployment Taxes	-	-	-	-	2,100
74.90.4025.00	Workers Compensation	-	-	-	-	2,350
74.90.4030.00	Group Insurance	-	-	-	-	19,200
74.90.4035.00	Retirement Contribution	-	-	-	-	4,300
	Total New Personnel	-	-	-	-	67,950
	Contractual Services					
74.90.4125.00	Maintenance - Equipment	-	1,385	2,500	2,500	2,500
74.90.4127.00	Maintenance - Infrastructure	59,983	7,500	60,000	20,000	35,000
74.90.4130.00	Maintenance - Vehicles	-	-	1,000	1,000	1,000
74.90.4140.00	Postage	-	50	50	50	50
74.90.4145.00	Printing & Advertising	-	50	300	300	300
74.90.4150.00	Professional Services	-	-	40,000	20,000	80,000
74.90.4160.00	Rents	-	-	1,000	1,000	1,000
74.90.4170.00	Telephone & Internet	854	541	1,250	1,250	1,200
74.90.4180.00	Travel & Training	774	1,747	1,500	1,500	2,000
	Total Contractual Services	61,611	11,273	107,600	47,600	123,050
	Commodities					
74.90.4310.00	Computers & Software	-	-	980	980	1,500
74.90.4330.00	Fuel & Lubricants	-	977	750	750	7,000
74.90.4385.00	Supplies - General	-	-	1,000	1,000	1,000
74.90.4410.00	Supplies - Operational	-	-	3,000	3,000	3,000
74.90.4420.00	Supplies - Safety	-	-	3,000	3,000	3,000
74.90.4430.00	Supplies - Training	-	-	500	500	500
74.90.4440.00	Supplies - Vehicles	-	-	500	500	500
74.90.4460.00	Uniforms	500	90	600	600	900
	Total Commodities	500	1,067	10,330	10,330	17,400
	Other Charges					
74.90.4515.00	Depreciation	5,752	4,314	8,500	8,500	9,500
74.90.4540.00	Insurance	5,319	1,599	3,700	3,700	5,300
74.90.4560.00	Memberships & Subscriptions	-	-	300	300	-

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
74.90.4570.00	Miscellaneous	-	-	500	500	-
	Total Other Charges	11,070	5,913	13,000	13,000	14,800
	Capital - \$5,000/item min.					
74.90.4840.00	Infrastructure	-	47,647	2,168,750	2,468,750	400,000
74.90.4860.00	Vehicles	-	-	-	-	80,000
	Total Capital	-	47,647	2,168,750	2,468,750	480,000
	Total Budget Request	361,536	234,465	2,622,930	2,862,930	1,000,865

TOWN OF JOHNSTOWN

ANNUAL BUDGET

FY 2022

CEMETERY PERPETUAL EXPENSE SUMMARY

	Personnel ServicesContract ServicesCommodityOther Charges				Total Operating Costs	Capital OutlayDebt Service		Total
Cemetery Fund	-	-	-	-	-	-	-	-
Totals	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Total Cash Available								\$165,374
Ending Fund Balance								\$165,374
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
		<u>Actual</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>CEMETERY PERPETUAL FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
80.01.3940.00	CEMETERY LOT PURCHASE	10,299	7,115	900	15,700	5,000
80.01.3960.00	INTEREST INCOME	916	48	400	60	60
	SUBTOTAL	11,216	7,163	1,300	15,760	5,060
	TOTAL FUND REVENUES	11,216	7,163	1,300	15,760	5,060
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					160,314
	TOTAL ANTICIPATED FUNDS AVAILABLE					165,374

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 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 2022

LIBRARY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Library Fund	533,000	677,000	250,000	12,000	1,472,000	-	-	1,472,000
Totals	\$ 533,000	\$ 677,000	\$ 250,000	\$ 12,000	\$ 1,472,000	\$ -	\$ -	\$ 1,472,000

Total Cash Available

\$ 8,740,474

Ending Fund Balance

\$ 7,268,474

% of Total Budget

0.00%

0.00%

0.00%

0.00%

0.00%

0.00%

0.00%

0.00%

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
	<u>LIBRARY FUND</u>	<u>Actual</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
			<u>Actuals</u>	<u>Budget</u>		
92.01.3730.00	LIBRARY FACILITIES FEE	354,444	176,792	215,000	215,000	215,000
92.01.3953.00	DONATION	3,000	394	3,500	3,500	3,500
92.01.3960.00	INTEREST INCOME	27,948	1,877	60,000	60,000	5,000
92.01.3970.00	MISCELLANEOUS	300,138	1,787	7,500	7,500	7,500
92.01.3985.00	WELD LIBRARY DIST.	827,171	550,267	703,095	703,095	488,959
92.01.3999.00	TRANSFERS IN - TOJ	659,826	784,398	1,137,657	1,318,443	1,140,000
	SUBTOTAL	2,172,528	1,515,515	2,126,752	2,307,538	1,859,959
	TOTAL FUND REVENUES	2,172,528	1,515,515	2,126,752	2,307,538	1,859,959
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					6,880,515
	TOTAL ANTICIPATED FUNDS AVAILABLE				\$ 8,740,474	

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
92.90.4001.00	Salaries	263,725	224,665	453,000	353,000	533,000
92.90.4010.00	Payroll Taxes	20,013	17,531	-	-	-
92.90.4025.00	Workers Compensation	362	255	-	-	-
	Total Personnel Services	284,100	242,451	453,000	353,000	533,000
	<u>Contractual Services</u>					
92.90.4122.00	Maintenance - Buildings	51,889	27,118	380,000	220,000	580,000
92.90.4145.00	Printing & Advertising	19,067	11,534	32,000	30,000	32,000
92.90.4150.00	Professional Services	1,184	148	10,000	1,000	10,000
92.90.4170.00	Telephone & Internet	5,892	4,112	8,000	8,000	10,000
92.90.4180.00	Travel & Training	350	207	5,000	500	5,000
92.90.4190.00	Utilities	26,884	19,794	40,000	30,000	40,000
	Total Contractual Services	105,266	62,913	475,000	289,500	677,000
	<u>Commodities</u>					
92.90.4310.00	Computers & Software	4,721	4,257	5,000	5,000	5,000
92.90.4385.00	Supplies - General	4,536	3,155	87,000	45,500	70,000
92.90.4390.00	Supplies - Janitorial	1,289	509	3,000	1,000	3,000
92.90.4400.00	Supplies - Office	-	-	12,000	-	12,000
92.90.4410.00	Supplies - Operational	75,093	42,037	45,000	42,000	160,000
	Total Commodities	85,640	49,958	152,000	93,500	250,000
	<u>Other Charges</u>					
92.90.4540.00	Insurance	-	-	5,000	5,000	5,000
92.90.4560.00	Memberships & Subscriptions	328	437	7,500	500	2,500
92.90.4570.00	Miscellaneous	334,156	79,404	2,000	1,500	4,500
	Total Other Charges	334,484	79,841	14,500	7,000	12,000
	<u>Capital - \$5,000/item min.</u>					
92.90.4810.00	Buildings	817,709	28,982	-	-	-
	Total Capital	817,709	28,982	-	-	-
	Total Budget Request	1,627,199	464,145	1,094,500	743,000	1,472,000

TOWN OF JOHNSTOWN

ANNUAL BUDGET

FY 2022

RECREATION CENTER FUND SUMMARY

	Personnel ServicesContract ServicesCommodityOther Charges				Total Operating Costs	Capital OutlayDebt Service		Total
Rec Center Fund	-	500,000	-	-	500,000	-	-	500,000
Totals	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000
Total Cash Available								\$ 922,738
Ending Fund Balance								\$ 422,738
% of Total Budget	0.00%	100.00%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%

		<u>2020</u>	<u>2021</u>	<u>2020</u>	<u>2020</u>	<u>2021</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Proposed</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>RECREATION CENTER FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
96.01.3999.00	TRANSFER IN	-	-	750,000	-	-
	SUBTOTAL	-	-	750,000	-	-
	TOTAL FUND REVENUES	-	-	750,000	-	-
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					922,738
	TOTAL ANTICIPATED FUNDS AVAILABLE	-				922,738

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Contractual Services</u>					
96.90.4135.00	Other Contractual Services	441,756	333,334	500,000	500,000	500,000
		441,756	333,334	500,000	500,000	500,000
	<u>Capital - \$5,000/item min.</u>					
96.90.4810.00	Buildings	8,811,866	-	-	-	-
		8,811,866	-	-	-	-
	Total Budget Request	9,253,622	333,334	500,000	500,000	500,000



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 15, 2021

SUBJECT: Low Point Wastewater Treatment Plant Expansion

ACTION PROPOSED: Award Contractor for the Construction of the Low Point Wastewater Treatment Plant Expansion

ATTACHMENTS: 1. GMP Summary
2. Contract

PRESENTED BY: Ellen Hilbig, Utilities Director

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to award the construction of the Low Point Wastewater Treatment Plant Expansion project to Moltz Construction, Inc. for a Guaranteed Maximum Price (GMP) of \$23,336,546.00.

Staff awarded the Construction Manager at Risk (CMaR) contract for the Low Point Wastewater Treatment Plant Expansion project to Moltz Construction at the May 17, 2021 Council Meeting after evaluating 2 other contractors; Fisher and Hydro Construction. CMaR is a project delivery method which entails commitment by the Construction Manager (Moltz) to perform the construction of the Low Point Wastewater Treatment Plant Expansion for a Guaranteed Maximum Price (GMP).

Moltz Construction worked closely with the projects design engineer, Aqua Engineering, and Town Staff during the design phase to perform value engineering through construction experience and feasibility assessments of the proposed plans and specifications. Upon the issuance of the 95% level plans and specifications for the project by Aqua Engineering, Moltz Construction created a GMP which included open book financials on costs and procurement. Town Staff hired an independent cost estimator, Stellar J to review the GMP as part of the CMaR process. A cost reconciliation meeting was held with Moltz, Stellar J, Town Staff, and Aqua Engineering to discuss the results of the GMP. Cost discrepancy items were evaluated line by line in the schedule of values listed in the GMP in order to develop an appropriate cost consensus and agreeance on the Guaranteed Maximum Price.

The Guaranteed Maximum Price for the construction of the Low Point Wastewater Treatment Plant Expansion project is \$23,336,546.00 and includes 6.5% construction management fee which Moltz committed to during the CMaR contractor selection as well as 7% contingency for unforeseen challenges. Moltz Construction has identified a number of value engineering opportunities that require additional analysis that are anticipated to provide additional savings for the project. Town Staff and the Moltz Construction team will continue to evaluate potential cost saving opportunities during construction to further reduce the final project cost.

The construction of the Low Point Wastewater Treatment Plant Expansion project is part of the Town's Cease and Desist Order with the CDPHE. The critical milestones identified in the compliance order are reflected in the Contract Time and have been discussed with Moltz Construction. In order to meet these dates, the Town and Contractor agree that awarding the Contract as soon as possible to start material

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procurement is critical. Town Staff had the foresight to pre-select treatment equipment at the April 5, 2021 council meeting and was able to lock in those prices for Moltz in their GMP pricing. Construction is scheduled to be complete by the end of the year in 2023.

Total Project Expenses to Date:

Aqua Engineering Design (4-6-20)	\$600,084.00
Moltz CMAA Services (5-17-21)	\$49,560.00
Moltz Construction GMP	\$23,336,546.00
Total	\$23,976,690.00

The total project cost for the Low Point Wastewater Treatment Plant Expansion project to date is \$23,976,690.00. The Town budgeted \$8 million in 2021 for project design and construction services, and budgeted \$20 million including rollover from 2021 to cover project expenses in 2022 and will be required to address additional project funding to complete construction in the 2023 budget. The Town anticipates coming to the December council meeting to award construction management services, materials testing and SCADA integration as the final pieces for the construction of the Low Point Wastewater Treatment Plant Expansion project.

LEGAL ADVICE:

The Contract has been reviewed by the Towns Attorney, signed by the Contractor and is ready for immediate execution.

FINANCIAL ADVICE:

The Town budgeted \$8 million in 2021 for project design and construction services, and budgeted \$20 million including rollover from 2021 to cover project expenses in 2022 and will be required to address additional project funding to complete construction in the 2023 budget.

RECOMMENDED ACTION:

Town Staff recommends the award of the construction for the Low Point Wastewater Treatment Plant Expansion to Moltz Construction, Inc. for a Guaranteed Maximum Price (GMP) of \$23,336,546.00

SUGGESTED MOTIONS:

For Approval

I move to award of the construction for the Low Point Wastewater Treatment Plant Expansion to Moltz Construction, Inc. for a Guaranteed Maximum Price (GMP) of \$23,336,546.00.

For Denial

I move to deny the selection of Moltz Construction, Inc., as the Construction Contractor for the Low Point Wastewater Treatment Plant Expansion project and direct Staff to formally bid out the project.

Reviewed and Approved for Presentation,



Town Manager

**CORPORATE OFFICE:**

8807 County Road 175
P.O. Box 729
SALIDA, CO 81201
PHONE: (719) 539-7319
FAX: (719) 539-7695

BRANCH OFFICE:

975 Merchant Court
WINDSOR, CO 80550
PHONE: (970) 330-3248
FAX: (970) 330-5623

General Contractor/Construction Manager

www.moltzconstruction.com

TOWN OF JOHNSTOWN LOW POINT EXPANSION***Guaranteed Maximum Price***

November 2, 2021

Construction Costs

General Conditions	\$	1,250,136
Sitework	\$	456,679
Concrete	\$	2,874,032
Masonry	\$	397,698
Metals	\$	1,047,241
Woods & Plastics	\$	183,641
Thermal & Moisture Protection	\$	244,121
Openings	\$	108,076
Finishes	\$	221,171
Specialties	\$	6,427
Owner Selected Equipment	\$	2,844,326
Plumbing	\$	400,140
HVAC	\$	442,892
Electrical	\$	3,157,729
Earthwork	\$	1,920,087
Exterior Improvements	\$	49,014
Utilities	\$	41,545
Process Integration	\$	3,554,285
Crane System	\$	270,812
Process Gas & Liquid Handling	\$	583,120
Pollution Control Equipment	\$	146,525
Wastewater Equipment	\$	321,895
Subtotal	\$	20,521,592
Accepted VE Items	\$	(280,426)
Subtotal	\$	20,241,166
Insurance and Bonds	1.25% \$	253,015
Subtotal	\$	20,494,181
Construction Manager Fee	6.50% \$	1,315,676
TOTAL	\$	21,809,856
Contingency	7.00% \$	1,526,690
TOTAL INCLUDING Contingency	\$	23,336,546

*Includes Labor Burden and Small Tools

**Agreement Between
OWNER AND CONSTRUCTION MANAGER**
Construction Manager At-Risk

2004 EDITION

This document is to be used in conjunction with Standard General Conditions of the Construction Contract (EJCDC C-700-2018) and the Supplementary Conditions (EJCDC C-800).

CONSULTATION WITH AN ATTORNEY IS RECOMMENDED WHENEVER THIS DOCUMENT IS USED.

AGREEMENT

Made this ____ of ____ in the year of Two Thousand and Twenty-one.

BETWEEN The Owner:

Town of Johnstown, a home rule municipality of the State of Colorado

And the Construction Manager (hereinafter referred to as the "CM"):

Moltz Construction Inc., a Colorado corporation

For services in connection with the Project known as:

Low Point Wastewater Treatment Plant Expansion Project

The Owner and CM, in consideration of their mutual covenants herein, agree as set forth below:

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Construction Management Association of America, 7926 Jones Branch Drive, Suite 800 McLean, Virginia 22102

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ARTICLE 1 RELATIONSHIP OF THE PARTIES

1.1 Owner and Construction Manager

The Construction Manager (CM) and the Owner shall perform as stated in this Agreement and each accepts the relationship between them that is established by this Agreement. The CM is the “Contractor” as that term is defined by the General Conditions of this Agreement (Standard General Conditions of the Construction Contract EJCDC C-700-2018) (“General Conditions”). Reference herein to the General Conditions includes the Supplementary Conditions of the Construction Contract (“Supplementary Conditions”) and modifications, if any, to the General Conditions set forth in the Supplementary Conditions.

1.1.1 Standard of Care

The CM covenants with the Owner to furnish its skill and judgment with due care in accordance with applicable federal, state, and local laws and regulations.

1.2 Owner and Engineer

The Owner has contracted separately with AQUA Engineering of Utah, a Utah limited liability company (“Engineer”), for architectural and engineering design services for the Project. Nothing in this Agreement shall affect the rights, duties and obligations that exist between the Owner and Engineer. Furthermore, the CM hereby acknowledges and agrees not to interfere with the relationship between the Owner and the Engineer. From time to time, the Owner may delegate to the Engineer specific authority and decision-making capacity with regard to this Agreement and the construction of the Project. The Project is defined in Article 2 of this Agreement.

1.3 CM and Subcontractors

The CM may contract directly with such Subcontractors as may be necessary for construction or supply of the Project. The CM may self-perform all or a part of the Work. Any contracts between the CM and Subcontractors shall be issued consistent with the applicable provisions of this Agreement.

1.4 Relationship of the CM to the Engineer and Other Project Participants

In providing construction management services described in this Agreement, the CM shall endeavor to maintain a working relationship with the Engineer. The Engineer is solely responsible for the Project design and shall perform in accordance with the Engineer agreement with the Owner and nothing in this Agreement shall be construed to mean that the CM is responsible for the design of the Project or that the CM assumes any of the contractual or customary duties of the Engineer or any other persons or parties not specified by this Agreement except as otherwise expressly agreed to by CM under separate agreement.

ARTICLE 2 PROJECT DEFINITION

The term “Project” when used in the Agreement shall mean the total construction of which the Work may be a whole or part of the Project. The term “Work” required for the “Project” used in this Agreement shall mean the various parts of total construction to be performed under this Agreement.

The Project name and locations are as follows:

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Town of Johnstown

Low Point Wastewater Treatment Plant Expansion Project
Town of Johnstown, County of Larimer, State
of Colorado

The Project is intended for use as:
Wastewater Treatment Plant

The Work is for all services incidental to the construction management and administration of the Low Point Wastewater Treatment Plant Expansion (hereinafter referred to as "Project") in accordance with the Contract Documents.

ARTICLE 3 CONSTRUCTION MANAGER'S BASIC SERVICES

3.1 CM Basic Services

3.1.1 The CM shall perform the Basic Services described herein and as otherwise set forth in the Contract Documents. For the avoidance of doubt, the Basic Services include, but are not limited to, the services set forth in the Guaranteed Maximum Price, which includes the Drawings and Specifications (pages 1 to 1,791, inclusive), attached hereto and incorporated herein by reference as **Exhibit A**. It is not required that the Basic Services be performed in the sequence in which they are described.

3.1.2 Project and Accounting Records

Records for the CM's personnel expenses, Subcontractors, independent engineer's, architect's and other consultant's fees and direct expenses pertaining to the Project shall be maintained on the basis of generally accepted accounting practices. The CM shall maintain full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. Records shall include, but not necessarily be limited to, financial books and ledgers, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, receipts, memoranda and other data pertaining to the Project. All such records shall be available for inspection by the Owner and the Engineer at mutually convenient times for a period of two years after the end of the warranty period.

3.2 Pre-Design Phase – N/A

3.3 Pre-Procurement Phase N/A

3.4 Procurement Phase N/A

3.5 Construction Phase

3.5.1 Project Management

Except as provided herein, the CM's responsibilities set forth below do not supersede, abrogate or otherwise modify CM's responsibilities established by the General Conditions.

3.5.1.1 Pre-Construction Conference

Along with the Engineer and as set forth in the General Conditions, the CM shall conduct a pre-construction conference during which the CM shall review the reporting procedures, site operations and other contractual requirements.

3.5.1.2 Onsite Management and Construction Phase Communication Procedures

The CM shall provide and maintain a management team on the Project site to provide contract administration and the CM shall establish and implement coordination and communication procedures among the CM, Owner, Engineer, and Subcontractors. A list identifying the CM management team including titles, name, and contact phone numbers shall be provided to Owner within ten (10) days upon commencement of the Contract.

3.5.1.3 Contract Administration Procedures

The CM shall establish and implement procedures for expediting and processing requests for information, Shop Drawings, material and equipment sample submittals, Subcontractor schedule adjustments, Change Orders, substitutes, payment requests and the maintenance of logs. The CM shall maintain daily job reports. The CM shall be the party to whom requests for information, submittals, Subcontractor schedule adjustments, substitutes, Change Order requests and payment requests shall be submitted.

3.5.1.3.1 Record Documents

The CM shall coordinate and expedite submittals of information from the Subcontractors for preparation of record drawings and specifications and shall coordinate and expedite the transmittal of such record documents to the Owner.

3.5.1.4 Project Site Meetings

The CM shall conduct weekly meetings at the Project site with each Subcontractor and the CM shall conduct coordination meetings with all Subcontractors, the Owner and Engineer for the duration of the Project. The CM shall record, transcribe and distribute minutes to all attendees, the Owner and Engineer.

3.5.1.5 Coordination of Other Independent Consultants

Technical inspection and testing provided by the Engineer or others shall be coordinated by the CM when appropriate at various stages of the construction or when requested by Owner or required by the Contract Documents. The CM shall be provided with a copy of all inspection and testing reports on the day of the inspection or test or when issued. The CM is not responsible for providing, nor does the CM control, the actual performance of technical inspection and testing. The CM is performing a coordination function and is not acting in a manner so as to assume responsibility, in part or in whole, for all or any part of such inspection and testing, unless otherwise provided in the Contract Documents.

3.5.1.6 Review of Requests for Changes to the Contract Time and Price

The Engineer shall review, and recommend approval or denial to the Owner, of changes in Contract Price, Contract Time and Work.

3.5.1.7 Quality Review

The CM shall establish and implement a program to monitor the quality of construction performed by Subcontractors. The purpose of the program shall be to guard the Owner against defects and deficiency in the work of Subcontractors. The CM shall transmit to the Subcontractor a notice of nonconforming work and may reject work when it is the opinion of the CM that the work does not conform to the requirements of the Contract Documents. The CM is not authorized as part of this service to change, evoke, enlarge, relax, alter, or to release any requirement of the Contract Documents or to approve or accept any portion of the Work not performed in accordance with the Contract Documents. The Engineer is responsible for monitoring the quality of the overall Project, including any work self-performed by the CM, in accordance with the General Conditions.

3.5.1.8 Operation and Maintenance Materials

3.5.1.8.1 The CM shall provide operation and maintenance manuals, warranties and guarantees for materials and equipment installed in the Project to the Town.

3.5.1.8.2 Prior to final completion of the Project, the CM shall compile manufacturers' operations and maintenance manuals, warranties and guarantees and bind such documents in an organized manner. This information shall then be provided to the Owner.

3.5.1.9 Best Management Practices

The CM shall install appropriate best management practices to minimize pollution from construction activities. Such practices shall be monitored and maintained for effectiveness during the construction phase.

3.5.1.10 Substantial Completion

Substantial Completion shall be determined by the Engineer in accordance with the General Conditions.

3.5.1.11 Final Completion and Final Payment

3.5.1.11.1. Final Completion shall be determined by the Engineer in accordance with the General Conditions. The timing of Application for Final Payment, the documentation required to accompany the same and the roles and responsibilities of the Owner, Engineer and CM in regard to the processing of the same are as set forth in the General Conditions.

3.5.1.11.2 Final payment shall be made by Owner to CM when 1) the Contract has been fully performed by the CM; 2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the CM and reviewed and approved by Owner; 3) a final payment recommendation on the Application for Payment has been issued by the Engineer, and 4) the CM submits an affidavit that there are no outstanding claims against the Project. Such final payment shall be made by Owner only after the requirements set forth in accordance with the Colorado Public Works Act, Section 38-26-101, *et seq.*, C.R.S., as amended ("Public Works Act"), including, but not limited to the advertising requirements, have been satisfied.

3.5.1.11.3 Upon final acceptance of the Project, and/or any phase of the Project, by the Owner, the CM, with the assistance of the Engineer, shall prepare and publish a Notice of Final Payment, as required by the Public Works Act and any applicable Colorado statute. Following the expiration of the time provided in said Notice of Final Payment, and subject to the other requirements provided by law regarding final payment, the Owner shall make final payment for the Project, and/or a phase of the Project to the CM. The CM shall ensure that all Subcontractors are paid on the Project and upon payment of any part or parcel thereof, obtain the appropriate lien waivers from Subcontractors, suppliers, material men, laborers, or any other person who provided labor or supplies on the Project. Nothing in this Paragraph shall modify any retainage rights of the Owner, as provided for elsewhere in this Agreement.

3.5.1.11.4 The provisions of this section shall not lessen or diminish, but shall be in addition to, the duty of the CM to submit to the Owner a sworn statement setting forth that all claims for materials and labor performed under the Contract have been and are paid for the entire period of time for which the final payment is to be made and, with respect to disputed claims, to identify such and the amount claimed to be due. Final payment will be made only in conjunction with applicable Colorado laws.

3.5.1.11.5 The amount of the final payment shall be calculated as follows:

3.5.1.11.5.1 Take the sum of the Cost of the Work substantiated by CM's final accounting and CM's Fee; but not more than the Guaranteed Maximum Price. Any Contingency remaining at the time of final payment shall be retained by the Owner as set forth in Article 12.

3.5.1.11.5.2 Subtract amounts, if any, for which the Engineer withholds, in whole or in part, a final Certificate for Payment as provided in the Contract Documents.

3.5.1.11.5.3 Subtract the aggregate of previous payments made by Owner.

3.5.1.11.6 If the aggregate of previous payments made by Owner exceeds the amount due the CM, the CM shall reimburse the difference to Owner within thirty (30) days.

3.5.1.11.7 Owner may review and report in writing on CM's final accounting within thirty (30) days after approval of the final accounting by the Engineer. Based upon such Cost of the Work as Owner substantiates, and provided all other conditions of the Agreement have been met, the Engineer will, within seven days after receipt of the written report of Owner, either issue to Owner a final Certificate for Payment with a copy to CM, or notify CM and Owner in writing of the Engineer's reasons for withholding a certificate.

3.5.1.12. Means, Methods and Safety. The CM shall be responsible for the means, methods and safety of the Work in accordance with the General Conditions and the Contract Documents.

3.5.2 Time Management

3.5.2.1 Progress Schedule

The CM shall adjust and update the Progress Schedule and distribute copies to the Owner and Engineer, except that the CM may only adjust the Contract Time as provided in the General Conditions. All adjustments to the Progress Schedule shall be made for the benefit of the Project.

3.5.2.2 Subcontractor's Construction Schedules

The CM shall review each Subcontractor's construction schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the Progress Schedule.

3.5.2.3 Construction Schedule Report

The CM shall review the progress of construction of each Subcontractor no less frequently than once per month, shall evaluate the percentage complete of each construction activity as indicated in the Subcontractor's construction schedule and shall review such percentages with the Subcontractor. This evaluation shall serve as data for input to the periodic construction schedule report that shall be prepared and distributed to the Subcontractor, the Owner and Engineer at least once a month. The report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for progress payments. The CM shall determine and implement alternative courses of action that may be necessary to achieve contract compliance by the Subcontractor.

3.5.2.4 CM Review of Time Extension Requests

The CM shall coordinate with the Engineer, prior to the issuance of a Change Order, to determine the effect on the Progress Schedule of time extensions.

3.5.3 Cost Management

3.5.3.1 Schedule of Values (Each Contract)

A Schedule of Values shall be prepared in accordance with the General Conditions.

3.5.3.2 Field Work Order Control

Field Orders may be authorized by the Engineer pursuant to the General Conditions. If Owner approval is necessary, the Town Manager or the Town Manager's authorized designee may approve Field Work Order requests on behalf of the Owner. Any increase in the Cost of Work due to an approved Field Work Order shall be subtracted from the Contingency. Any decrease in the Cost of Work due to an approved Field Work Order shall be added to the Contingency.

3.5.3.3 Change Order Control

3.5.3.3.1 The Engineer is responsible for the Change Order system in accordance with the General Conditions.

3.5.3.3.2 All Change Orders will require the approval of the Engineer and Owner.

3.5.3.3.5. The maximum combined percentage of Overhead and Profit line items assessed pursuant to any Change Order (Subcontractors and CM inclusive) shall be six and one-half percent (6.5%).

3.5.3.4 Cost Records

The CM shall provide cost records or other documentation as required to substantiate Change Order costs to the Engineer in accordance with the General Conditions.

3.5.3.5 Trade-Off Studies

The CM shall provide trade-off studies for various minor construction components. The results of the trade-off studies shall be in report form and distributed to the Owner and Engineer.

3.5.3.6 Progress Payments

3.5.3.6.1 Based upon Applications for Payment submitted by CM and Certificates for Payment, Owner shall make progress payments on account of the Contract Sum to CM as provided below. The timing of Applications for Payments, the documentation required to accompany such Applications and the roles and responsibilities of the Owner, Engineer and CM in regard to the processing of the same are as set forth in the General Conditions.

3.5.3.6.2 With each Application for Payment, CM shall submit a Cost of Work report which reflects costs covered by the pay application.

3.5.3.6.3 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the CM in the Guaranteed Maximum Price. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that CM's fee (which shall include overhead and profit) shall be shown as separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer or Owner may require. The Schedule of Values, unless objected to by the Engineer, shall be used as a basis for reviewing CM's Applications for Payment.

3.5.3.6.4 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by CM on account of that portion of the Work for which CM has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the Schedule of Values.

3.5.3.6.5 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

3.5.3.6.5.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the Schedule of Values;

3.5.3.6.5.2 Add CM's fee. CM's Fee shall be computed upon the Cost of the Work described in the Agreement at rates stated in this Agreement;

3.5.3.6.5.3 Subtract the aggregate of previous payments made by Owner;

3.5.3.6.5.4 Subtract the shortfall, if any, indicated by CM in the documentation of prior Applications for Payment, or resulting from errors subsequently discovered by Owner's accountants in such documentation;

3.5.3.6.5.5 Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment; and

3.5.3.6.5.6 Retain five percent (5%) of the total amount.

3.5.3.6.6 Except with Owner's prior approval, the CM shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Site.

3.5.3.6.7 The CM shall keep the Project and the Site on which Work is performed free and clear of all liens and claims from, Subcontractors, suppliers, and other third parties.

3.5.4 Management Information System ("MIS")

3.5.4.1 Schedule Maintenance Reports

The CM shall prepare and distribute to the Owner and Engineer schedule maintenance reports once per month. The report shall summarize the progress of the Work in relation to the Progress Schedule. The report shall identify and provide opinion concerning the cause of any delays or Work that is behind schedule and identify methods by which the CM proposes to maintain the Progress Schedule despite any such delays.

3.5.4.2 Project Cost Reports

The CM shall prepare and distribute to the Owner and Engineer Project cost reports once per month. The report shall summarize the Project costs incurred to date in relation to the progress of the Project.

3.5.4.3 Project and Construction Budget Revisions

The CM shall prepare and distribute to the Owner and Engineer recommended Project construction budget revisions as necessary. Any such revision that proposes an increase in the Guaranteed Maximum Price may be approved only by written amendment to this Agreement signed by both parties.

3.5.4.4 Progress Payment Reports

The CM shall prepare and distribute to the Owner and Engineer progress payment reports. The reports shall state the total construction Contract Price, payments to date, current payment requested, retainage and actual amounts owed this period. A portion of this report shall be a certificate of payment that shall be signed by the CM and delivered to the Owner for use by the Owner in making payments to the CM.

3.5.4.5 Change Order and Field Work Order Reports

The CM shall periodically prepare and distribute Change Order and Field Work Order reports during the Construction Phase. The report shall list all approved Change Orders and Field Work Orders by number, a brief description of the Change Order work, the cost established in the Change Order and percent of completion of the Change Order work. The report shall also include similar information for potential Change Orders of which the CM may be aware.

3.5.4.6 Closeout Reports

At the conclusion of the Project, the CM shall prepare final project accounting and closeout reports in coordination with the Owner.

3.5.4.7 Subcontractor's Safety Program

The CM shall review the safety programs of each Subcontractor and confirm that each Subcontractor has established safety programs as required by the Contract Documents.

3.6 Additional Services

3.6.1 At the request of the Owner, the CM shall perform the following Additional Services and shall be compensated for same as provided in Article 7 of this Agreement. The CM shall perform Additional Services only after the Owner and CM have executed a written amendment to this Agreement providing for such services. Additional Services may include:

3.6.1.1 Services related to procurement, storage, maintenance and installation of Owner-furnished equipment, materials, supplies and furnishings;

3.6.1.2 Preparation of a Project financial feasibility study;

3.6.1.3 Preparation of financial, accounting or MIS reports not provided under Basic Services;

3.6.1.4 Performance of technical inspection or testing, unless required by the Contract Documents;

3.6.1.5 Preparation of an Operations and Maintenance Manual separate from the compilation of operation and maintenance materials addressed in 3.5.1.8 or otherwise required in the Contract Documents; and

3.6.1.6 Services related to recruiting and training of maintenance personnel.

ARTICLE 4 DURATION OF THE CONSTRUCTION MANAGER'S SERVICES

4.1 The duration of the CM's Basic Services under this Agreement shall be as follows and as otherwise set forth in the Contract Documents. The Basic Services shall be completed in two parts, defined as follows:

4.1.1 "Part 1" shall include all the Work that constitutes the Basic Services except for the Work in Basins 1 and 2 and the Work in the existing headworks building; and

4.1.2 "Part 2" shall include the Work in Basins 1 and 2 and the Work in the existing headworks building.

4.2 Substantial Completion.

4.2.1 The CM shall complete Part 1 of the Project to Substantial Completion and obtain a certificate of Substantial Completion no later than June 30, 2023, on the condition that the Notice to Proceed is issued by the Owner on or before November 19, 2021.

4.2.2 The CM shall complete Part 2 of the Project to Substantial Completion and obtain a certificate of Substantial Completion no later than October 30, 2023.

4.3 Final Completion.

4.3.1 The CM shall complete Part 1 of the Project to final completion no later than August 29, 2023.

4.3.2 The CM shall complete Part 2 of the Project to final completion no later than November 20, 2023.

4.4 Liquidated Damages

It is mutually agreed to by the Owner and the CM that time is of the essence of this Agreement that the Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraphs 4.2 and 4.3 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the CM agree that as liquidated damages for delay (but not as a penalty), the CM shall pay to the Owner as liquidated damages, and not as a penalty, the following amounts:

4.4.1. For failure to meet the Substantial Completion deadlines set forth in Paragraph 4.2 above, the amount of One Thousand Five Hundred Dollars (\$1,500.00) per day for each calendar day the CM fails to achieve Substantial Completion.

4.4.2. For failure to meet the final completion deadline set forth in Paragraph 4.3.1 above, the amount One Thousand Dollars (\$1,000.00) per day for each calendar day the CM fails to achieve final completion.

4.4.3 For failure to meet the final completion deadline set forth in Paragraph 4.3.2 above, the amount Five Hundred Dollars (\$500.00) per day for each calendar day the CM fails to achieve final completion.

4.4.4 The Owner shall have the right to deduct the liquidated damages then due from any monies due the CM, or to bring legal action against the CM to obtain the liquidated damages stipulated hereunder. This remedy shall not be the Owner's exclusive remedy under this Agreement; the Owner is also entitled to any of the other remedies provided elsewhere in this Agreement.

ARTICLE 5 OWNER-INITIATED CHANGES IN THE CONSTRUCTION MANAGER'S BASIC SERVICES AND ADDITIONAL COMPENSATION

[Intentionally omitted.]

ARTICLE 6 OWNER'S RESPONSIBILITIES

6.1 The Owner shall provide to the CM complete information regarding the Owner's requirements for the Project.

6.2 The Owner shall examine information submitted by the CM and shall render decisions thereto promptly. The CM may not seek an amendment to the Contract Time or claim a default by Owner based on the Owner's alleged failure to render timely decisions as contemplated herein unless the CM has provided written notice to the Owner containing a request for a decision and the Owner, within ten (10) days, has not provided a response.

6.3 The Owner shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the Work in cooperation with the CM, consistent with this Agreement, and in accordance with the planning and scheduling requirements and budgetary restraints of the Project as determined by the CM. The CM may not seek an amendment to the Contract Time or claim a default by Owner based on the Owner's alleged failure to act in a timely manner as contemplated herein unless the

CM has provided written notice to the Owner containing a request for action and the Owner, within ten (10) days, has not provided a response.

6.4 The Owner shall retain an Engineer whose services, duties and responsibilities shall be described in a written agreement between the Owner and Engineer. The Owner shall, in its agreement with the Engineer, require that the Engineer perform its services in cooperation with the CM, consistent with this Agreement and in accordance with the planning, scheduling and budgetary requirements of the Project as determined by the Owner and documented by the CM

6.5 The Owner shall, in a timely manner secure, submit and pay for necessary easements, required for the construction, use or occupancy of permanent structures, or for permanent changes in existing facilities.

6.6 The Owner shall furnish evidence upon request of CM, satisfactory to the CM that sufficient funds are available and committed for the entire cost of the Project

6.7 The Owner, its representatives and consultants, including Engineers, shall communicate with the Subcontractors only through the CM.

6.8 The Owner shall designate, in writing, an officer, employee or other authorized representatives to act on the Owner's behalf with respect to the Project. This representative shall have the authority to approve changes in the scope of the Project and shall be available during working hours and as often as may be required to render decisions and furnish information in a timely manner. The designated representative shall not have the authority to approve or execute any Change Order or amendment to this Agreement that results in an amendment of the Guaranteed Maximum Price or compensation due to the CM.

ARTICLE 7 COMPENSATION FOR CM SERVICES AND PAYMENT

7.1 Guaranteed Maximum Price

7.1.1 The CM has submitted to Owner a Guaranteed Maximum Price for the Project, attached hereto together with all supplemental documentation as **Exhibit A**. The Guaranteed Maximum Price shall be documented by the CM as defined in Article 12 and is subject to modification only as set forth in the Contract Documents.

7.1.1.1 The CM shall be eligible to perform Work on the Project.

7.1.1.2 The Guaranteed Maximum Price is the total cost of the Project, as defined herein. The Guaranteed Maximum Price includes the total cost of all labor, equipment, supplies, materials, services and allowances to complete the Project, including the CM's Contingency. The cost data shall be directly correlated to the Drawings and Specifications in existence at the time the Guaranteed Maximum Price is prepared, subject to modification as provided in the Contract Documents. The assumptions used in the preparation of the Guaranteed Maximum Price shall be identified by the CM as part of the Guaranteed Maximum Price documentation, in accordance with Article 12 and **Exhibit A**.

7.1.1.3 The Guaranteed Maximum Price shall include those taxes applicable to the Project that are legally enacted at the time the Guaranteed Maximum Price is established. Any increase or decrease in taxes that affect the Guaranteed Maximum Price and that are enacted after the Guaranteed Maximum Price is submitted shall be incorporated into that price by written amendment per Paragraph 3.5.4.3, but only after accounting for the tax exemptions applicable to the Project as set forth in the General Conditions.

7.1.1.4 The Owner may change the scope of the Project or a part thereof and the Guaranteed Maximum Price shall then be adjusted, if at all, as provided in Paragraph 7.1.3 and the General Conditions.

7.1.2. N/A

7.1.3 Adjustments to the Guaranteed Maximum Price

The CM understands, confirms and agrees that its responsibility hereunder is to construct the Project in accordance with the Contract Documents. It is recognized that the Guaranteed Maximum Price set forth in this Agreement is based upon Drawings and Specifications that may, by agreement of the parties as set forth in the Contract Documents, be amended or modified. The Guaranteed Maximum Price shall not, however, be increased except as otherwise set forth herein and in the Contract Documents.

7.1.3.1 The amount of adjustment to increase or decrease the Guaranteed Maximum Price resulting from a change in the Project shall be determined in one or more of the following ways:

7.1.3.1.1 By mutual acceptance of a lump sum, properly itemized and supported by cost data; or

7.1.3.1.2 By unit prices defined and listed in **Exhibit A**; or

7.1.3.1.3 If neither of the methods set forth in 7.1.3.1.1 or 7.1.3.1.2 is agreed upon by the Owner, the CM, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the cost records for the changed work. Selection of this method shall not restrict the Owner or the CM from submitting the matter to mediation as to the justification or right of the CM to an increase in the Guaranteed Maximum Price due to such work. In such case, the CM shall keep and present in such form as may be agreeable to the Owner an itemized accounting together with appropriate supporting data of the actual cost of the Project.

7.1.3.2 If the unit prices are stated and if the quantities originally contemplated by the CM are so changed in a proposed Field Order or as a result of several Field Orders that application of the agreed unit prices to the quantities or work proposed cause substantial inequity to the Owner or the CM, the applicable unit prices and Guaranteed Maximum Price may be adjusted as provided in the Contract Documents.

7.2 Compensation for CM Services N/A

7.3 Lump Sum N/A

7.4. Compensation for Additional Services

The CM shall be compensated and payments shall be made for performing Additional Services in an amount and on terms mutually agreeable between the Owner and CM.

7.5 Adjustments to the CM's Compensation

The CM shall promptly notify the Owner when it believes that changes to the scope of the Project or a part thereof are necessitated or when delays are caused in whole or in part by the Owner or Engineer that increase or extend the scope or duration of the CM's Basic Services. The CM shall follow the Change Order process set forth in the General Conditions.

ARTICLE 8 BONDS, INSURANCE AND MUTUAL INDEMNITY

8.1 Payment and Performance Bonds

8.1.1. The CM shall furnish performance and payment bonds in accordance with the General Conditions.

8.2 Insurance

8.2.1. The CM shall procure and maintain insurance of the types and coverages required by the General Conditions and in the amounts specified by the Supplementary Conditions.

8.2.2. Deductibles and Self-Insured Retentions

8.2.2.1 Any deductible or self-insured retention must be declared to and approved by the Owner. If the deductibles or self-insured retentions are unsatisfactory to Owner, they shall be reduced or eliminated as respect to Owner or CM shall procure a bond guaranteeing payment of all losses and expenses to which the deductible is applicable. If a bond is procured, the penal sum shall be equal to a minimum of twice the amount of the total of the unacceptable deductibles. The bond term shall run with the Agreement plus two years following the completion of services under this Agreement.

8.2.3. Subcontractors' Insurance Requirements

8.2.3.1 The CM shall include all its Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. Coverage for Subcontractors shall be subject to all of the requirements stated herein.

8.2.4. Governmental Immunity

8.2.4.1. The Owner does not waive sovereign immunity by entering into this Agreement, and specifically retains immunity and all defenses available to it pursuant to Colorado law and any other applicable law.

ARTICLE 9 TERMINATION AND SUSPENSION

[Intentionally omitted.]

ARTICLE 10 DISPUTE RESOLUTION

[Intentionally omitted.]

ARTICLE 11 ADDITIONAL PROVISIONS

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Town of Johnstown

11.1 Confidentiality

11.1.1 The CM shall keep all information designated and marked by the Owner as “Confidential” and concerning the Project confidential, except for communications incident to completion of the Project between the CM, Engineer, and Subcontractors, and their independent professional engineers, architects and other consultants and subcontractors, and except for publicity approved by the Owner and communications in connection with filings with governmental bodies having jurisdiction over the design or construction of the Project.

11.1.2. To the extent permitted by law, including but not limited to the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq.*, the Owner shall maintain as confidential all trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data provided by the CM.

11.2 [Intentionally omitted.]

11.3 Governing Law and Venue

11.3.1 Unless otherwise provided, this Agreement shall be governed by Colorado law. Venue for any legal action shall be in the County of Weld, State of Colorado.

11.4 Extent of Contract

11.4.1 The Contract represents the entire and integrated agreement between the Owner and the CM and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be modified or amended only by written instrument signed by both the Owner and the CM. Nothing contained in the Contract is intended to benefit any third party. The Subcontractors and Engineer are not intended third party beneficiaries of this Agreement.

11.5 [Intentionally omitted.]

11.6 Meaning of Terms

11.6.1 References made in the singular shall include the plural and the masculine shall include the feminine or neuter.

11.6.2 The meaning of terms used herein shall be consistent with the definitions contained in the General Conditions.

11.7 Notices

11.7.1 Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person or sent by registered or certified mail, postage prepaid, addressed as follows:

To the Owner:

Matt LeCerf, Town Manager

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Town of Johnstown
 450 S. Parish Ave. PO Box 609
 Johnstown, Colorado 80534
 Email: MLeCerf@JohnstownCO.gov

To the CM:

_____, General Manager RMR
 Moltz Construction Inc.
 975 Merchant Court
 Windsor, Colorado 80550
 Email: _____

Notwithstanding the foregoing, notice may be delivered by electronic mail to the persons designated above on the condition that the intended recipient of the electronic mail acknowledges receipt thereof.

11.8 TABOR

11.8.1 The parties understand and acknowledge that Owner is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.

11.9 Assumption of Risk.

11.9.1 Owner shall notify CM of any state or federal determination of noncompliance related to the Project.

11.10 Contract Documents

11.10.1 Contents

A. The Contract Documents consist of the following:

1. This Agreement.
2. General Conditions, EJCDC Doc. No. C-700.
3. Supplementary Conditions, EJCDC Doc. No. C-800
4. Exhibit A - Contractors Guaranteed Maximum Price (GMP) dated November 2, 2021, and all supporting documents including the Drawings and Specification issued by Engineer (pages 1 to 1,791, inclusive).
5. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Performance bond.
 - b. Payment bond.
 - c. Insurance Certificates/ Proof of Insurance
 - d. Notice to Proceed.
 - e. Work Change Directives.

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- f. Change Order(s).
- g. Field Orders.
- h. Warranties. Prior to Substantial Completion, CM will assemble and provide Owner with warranties reflecting the beginning and end dates of manufacturers' or other warranties for any equipment, parts or other separately-warranted elements of the Project. CM's failure to include a warranted item on this Schedule shall not nullify or otherwise alter the applicability or duration of independent warranties.

The documents listed in Paragraph 11.10.1.A are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Paragraph 11.10.

The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

11.11 Owner Authority to Approve and Execute Change Orders

11.11.1. The Owner authorizes the Town Manager or the Town Manager's authorized designee to approve and execute any documents contemplated by the Contract Documents. Any amendment increasing the Guaranteed Maximum Price shall require the approval of the Town Council and must be executed by the Mayor and attested by the Town Clerk.

ARTICLE 12 SPECIAL GUARANTEED MAXIMUM PRICE PROVISIONS

12.1 Guaranteed Maximum Price

12.1.1 The Guaranteed Maximum Price (GMP) for the Project is Twenty-Three Million Three Hundred Thirty-Six Thousand Five Hundred Forty-Six Dollars (\$23,336,546.00). The basis of the GMP, including its methodology and any reservations or qualifications thereof, are attached hereto as a part of **Exhibit A** and incorporated into this Agreement by reference.

12.1.2 In the event that the cost of the Project exceeds the Guaranteed Maximum Price and any adjustments that may approved pursuant to the Contract, the CM shall continue to perform at no additional cost to the Owner until the Project is complete. The CM shall be responsible for paying all costs that may be necessary to complete the Project, even if such amounts are in aggregate in excess of the Guaranteed Maximum Price.

12.2 The Contingency

12.2.1 The Contingency included as a part of the final GMP at seven percent (7%) will be a budgeted Project cost that is held by the Owner. The Contingency is intended to be used to fund changes in the Work that were not foreseen, and could not have reasonably been foreseen with due diligence, by the CM at the time the GMP was calculated. Therefore, the Contingency may be used to fund approved Change Orders necessitated by: defects or incomplete information in the Drawings and Specifications used to arrive at the GMP, unanticipated costs that arise during the Project and unanticipated material price escalation.

12.2.1.1 When the Engineer reviews any Change Order request, the Engineer shall also render a determination whether any requested increase in amounts due may be funded by the Contingency. Upon the Engineer's request, the CM shall provide any additional documentation concerning the increase in price or other justification for the use of the Contingency. Approval of any use of the Contingency shall require the approval of both Engineer and Owner. The Owner hereby authorizes the Town Manager to approve use of the Contingency that does not exceed the GMP.

12.2.2 Disposition of Contingency at Completion of Project and Final Payment. At the time of final completion of the Project and final payment as provided in the Contract, one hundred percent (100%) of the remaining Contingency shall be retained by the Owner.

This Agreement is executed the day and year first written above.

OWNER:
Town of Johnstown

Gary Lebsack, Mayor

ATTEST:

Diana Seele, Town Clerk

Moltz Construction, Inc.

Printed Name: _____
Title: _____

STATE OF COLORADO)
)ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2021, by
_____ as the _____ of Moltz Construction, Inc.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

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Town of Johnstown

Exhibits:

Exhibit A – The Guaranteed Maximum Price and supporting documents, including the Drawings and Specifications (pages 1 to 1,791, inclusive).

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur:* Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

SC-1.01.A.8 – Add the following at the end of the Paragraph:

The Change Order form to be used on this Project is EJCDC C-941 (2018).

SC-1.01.A.50 – Add the following at the end of the Paragraph:

The Work Change Directive form to be used on this Project is EJCDC C-940 (2018).

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this

Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.SC-2.06

2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to Contractor only electronic copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

2.06 *Electronic Transmittals*

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

- D. *Requests by Contractor for Electronic Documents in Other Formats*
 1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
 2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
 - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys'

fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.

- d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$150.00 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No suggested Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

SC-4.01.A – Delete the last sentence of paragraph.

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*
 - a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.02 *Use of Site and Other Areas*

SC-5.02 Add the following new paragraph immediately after 5.02.D:

- E. The responsibility for protection and safekeeping of equipment and materials on or near the Site is entirely that of Contractor, and no claim shall be made against Owner by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by stored materials and equipment, Contractor shall immediately move the same. No materials or equipment may be placed upon Owner's property until Owner has agreed to the location contemplated by the Contractor to be used for storage.

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
Subsurface Investigation and Foundation Recommendations	November 25, 2020	Entire Report (All 13 pages)

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
As-Built Drawings (4 volumes) - "Low Point Wastewater Treatment Plant – Thompson Crossing Metropolitan District #1"	August 2004, December 2004, January 2005, and February 2005	Provided for reference – Note that the elevations in the as-built drawings reflect a different datum than the current contract documents.

- G. Contractor has already been provided copies of reports and drawings identified in SC-5.03.E and SC-5.03.F. They are also available for review upon request to Owner and Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06.A Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely: **[If there are no such reports, so indicate in the table]**

Report Title	Date of Report	Technical Data
There are no known reports or hazards	NA	NA

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
There are no known drawings or hazards	NA	NA

SC-5.06.I Delete Paragraph 5.06.I in its entirety and renumber the subsequent paragraphs.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Delete 6.01.A in its entirety and insert the following in its place:

Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until two years after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition), as amended.
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2018 edition), as amended.

6.02 *Insurance—General Provisions*

SC-6.02.B Delete 6.02.B in its entirety and insert the following in its place:

- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance

policies for the required limits and coverages. Excepting any Colorado public entity self-insurance pool, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better. Notwithstanding the foregoing, Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 Contractor's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: SKM Engineering, a Utah limited liability company, and Ramey Environmental Compliance, Inc., a Colorado corporation.
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$
Bodily injury by disease—aggregate	\$
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$ 2,000,000
Products—Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$ 1,000,000

- J. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$ 1,000,000
Each Accident	\$ 1,000,000
Property Damage	
Each Accident	\$ 1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$ 2,000,000

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. Excepting only industry-standard exclusions that are acceptable to Owner, the coverage afforded shall follow form as to each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- ~~L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or~~

~~excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.~~

- M. [Intentionally omitted.] ~~and~~ **N. Contractor's Professional Liability Insurance:** If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04.A Amend Paragraph 6.04.A as follows:

Remove the following language from the paragraph: "Unless otherwise provided in the Supplementary Conditions."

SC-6.04.F Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. ***Builder's Risk Requirements:*** The builder's risk insurance must:
1. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; hail; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
 2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar

nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
5. extend to cover damage or loss to insured property while in transit.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following: Engineer, SKM Engineering, LLC, a Utah limited liability company, and Ramey Environmental Compliance, a Colorado corporation.

6.05 *Property Losses; Subrogation*

SC-6.05 Delete Paragraph 6.05 in its entirety and insert the following in its place:

- A. All policies purchased in accordance with Paragraph 6.04, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Contractor waives all rights against Owner and its officers, employees and agents for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the

Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be i) on Mondays through Fridays, between the hours of 7:00 a.m. and 8:00 p.m. or dusk, whichever is earlier and (ii) on Saturdays, Sundays and holidays, between the hours of 8:00 a.m. and 7:00 p.m. or dusk, whichever is earlier.
2. Owner's legal holidays are New Years Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day.

7.08 *Patent Fees and Royalties*

Delete Paragraph 7.08.B in its entirety and renumber the subsequent paragraph.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of Colorado and of cities and counties thereof on all materials to be incorporated into the Work.
1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.12 *Record Documents*

SC-7.12.A Amend paragraph by adding the following after "written interpretations and clarifications,":

Manufacturers' Certifications,

7.18 *Indemnification*

SC-7.18.A Add the words "or willful or wanton" after the word "negligent."

SC-7.20 *Workers Without Authorization.*

Add a new paragraph immediately after paragraph 7.19:

Pursuant to Section 8-17.5-101, et. seq., C.R.S., Owner may not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with a worker without authorization to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with a worker without authorization to perform work under the contract. In accordance with the mandatory provisions of Section 8-17.5-101, et. seq., C.R.S., Contractor shall not knowingly employ or contract with a worker without authorization to perform work under the Contract nor shall Contractor enter into a contract with a subcontractor who fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this contract.

Contractor shall verify or attempt to verify the employment eligibility of all employees who are newly hired to perform work under the Contract through participation in the E-Verify of the Department Program [as defined in Section 8-17.5-101(3.3), C.R.S.]. Contractor shall not use the E-Verify Program or the Department Program to undertake pre-employment screening of job applicants while the Contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under the Contractor knowingly employs or contracts with a worker without authorization, Contractor shall:

- a. Notify the subcontractor and Owner within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- b. Terminate the subcontract if within three (3) days of receiving actual notice the subcontractor does not stop employing or contracting with the worker without authorization, except the Contractor shall not terminate the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

Contractor shall comply with any reasonable request by the Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to Section 8-17.5-102(5), C.R.S.

If Contractor violates the provisions of this paragraph, Owner may terminate the contract for breach and Contractor shall be liable for actual and consequential damages.

ARTICLE 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 - 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 - 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 - 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 - 5. *Inspections and Tests*

- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
- 6. *Payment Requests:* Review Applications for Payment with Contractor.
- 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Delete Paragraph 13.01.C.2 in its entirety and insert “Deleted – A “small tools” allowance is permissible equal to the agreed upon amount per the Agreement.”

SC-13.02.C – Delete paragraph in its entirety and insert “Deleted”.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01.B.4 – Add the following language at the end of paragraph:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

SC-15.01.B.5 – Add new paragraph immediately after Paragraph 15.01.B.4:

5. The Application for Payment form to be used on this Project is EJCDC® C-620.

SC-15.01.D.1 – Delete paragraph in its entirety and insert the following in its place:

The Application for Payment with Engineer’s recommendations will be presented to the Owner for consideration. If the Owner finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due thirty (30) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC-15.01.F. Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price, through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

SC-15.02.A – Amend paragraph by striking out the following text: “7 days after”.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

SC-15.06 *Final Payment*

SC-15.06 Modify the first sentence of 15.06.A.1 as follows:

After Contractor has, in the opinion of Engineer and *Owner*, satisfactorily....

SC-15.08 *Correction Period*

SC-15.08A Delete Paragraph 15.08A in its entirety and insert the following in its place:

- A. If within two years after the date of Substantial Completion, Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor’s repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner’s written instructions:
 1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

SC-15.08G Add Paragraph 15.08.G to read as follows:

G. In Owner’s discretion, a warranty inspection shall be held during the sixty (60) day period prior to the expiration of the two-year warranty period. Contractor shall provide an authorized representative at such inspection to represent Contractor’s interests.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No suggested Supplementary Conditions in this Article.

ARTICLE 18—MISCELLANEOUS

SC-18.01 Giving Notice

SC-18.01.A. Amend Paragraph 18.01.A.3 to read as follows:

3. upon confirmation of receipt by the intended recipient, by e-mail to the recipient, with the words “Formal Notice” or similar in the e-mail’s subject line.

SC-18.05 No Waiver

SC-180.5B. Add Paragraph 18.05.B to read as follows:

- B. Contractor understands and agrees that any waiver granted by Engineer or Owner of any term or provision of the Contract shall not constitute a precedent. Neither the acceptance of the Work by Engineer or Owner nor the payment of all or part of the sum due Contractor hereunder shall constitute a waiver by Owner of any claim Owner may have against Contractor.

18.08 Assignment of Contract

SC-18.08 Add the following new paragraph immediately after Paragraph 18.08.A:

- B. Owner has pre-selected treatment equipment per the Division 15 Specifications in the Project Manual and assigns the procurement responsibilities to Contractor. Owner has not already entered into procurement agreements with the pre-selected equipment Sellers. Contracts, procurement and installation of the pre-selected equipment are the responsibility of the Contractor.
 1. This assignment will occur on the Effective Date of the Contract.
 2. Upon assignment, the “seller” will be a Subcontractor or Supplier of the Contractor, and Contractor will be responsible for seller’s performance, acts, and omissions, as set forth in Paragraph 7.07 of the General Conditions just as Contractor is responsible for all other Subcontractors and Suppliers.
 3. Notwithstanding this assignment, all performance guarantees and warranties required by the specifications must be satisfied.

SC-18.11 Venue

SC-11 Add Paragraph 18.11 to read as follows:

- A. Venue for any legal proceeding shall be in the County of Weld, State of Colorado.

SC-18.12 Appropriation.

SC-18.12 Add Paragraph 18.12 to read as follows:

- A. Pursuant to Section 24-91-103.6, C.R.S., as amended, Owner has appropriated the money necessary to fund the Project. No Change Order or other form of directive shall be issued by Owner requiring additional compensable work to be performed, which causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original contract amount, unless Owner provides written assurance to the Contractor that lawful appropriations have been made to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of the Contract.
- B. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of Owner payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Contract shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

SC-18.13 Independent Contractor

SC-18.13 Add Paragraph 18.13 to read as follows:

- A. Contractor understands and agrees that Contractor is an independent contractor and not an employee of Owner. Owner shall not provide benefits of any kind to Contractor. Owner shall not be responsible for withholding any portion of Contractor's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM OWNER. CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT. As long as there is not a conflict of interest with Owner, Contractor may engage in any other lawful business activities during the term of this Contract.

SC-18.14 Governmental Immunity

SC-18.14 Add Paragraph 18.14 to read as follows:

- A. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law.

SC-18.15 Arbitration

SC-18.15 Add Paragraph 18.15 to read as follows:

- A. Notwithstanding any provision in the Contract Documents to the contrary, the Owner shall have the sole right to determine whether to submit a dispute or other matters to arbitration. It shall be otherwise presumed that all disputes and matters shall be resolved by a court of competent jurisdiction.

SC-18.16 Colorado Public Works Act

SC-18.16 Add Paragraph 18.16 to read as follows:

- A. Notwithstanding any other provision of the Contract, Owner may withhold funds if required to do so pursuant to the Colorado Public Works Act, Section 38-26-101, *et seq.*, C.R.S.

SC- 18.17 Colorado Labor

SC-18.17 Add Paragraph 18.17 to read as follows:

- A. Pursuant to Title 8, Article 17, C.R.S., Contractor agrees, except as otherwise waived by Owner, to employ Colorado labor to perform the Work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed under the Contract. "Colorado labor" means any person who is a resident of the state of Colorado, at the time of employment, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification.

SC-18.18 Costs and Attorney Fees

SC-18.18 Add Paragraph 18.18 to read as follows:

- A. In the event of litigation enforcing or interpreting the terms of the Contract, to the extent permitted by law, recognizing the constitutional and statutory limitations regarding Owner's ability to pay unbudgeted and unappropriated funds, the prevailing party shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses.

SC-18.19 No Presumption

SC-18.19 Add Paragraph 18.19 to read as follows:

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

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Email delivery is sufficient as set forth below on the condition that the intended recipient acknowledges receipt of the email.

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contractors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version [number] or later			
DWG	Autodesk® AutoCAD .dwg format Version [number]			
DOC	Microsoft® Word .docx format Version [number]			
EXC	Microsoft® Excel .xls or .xml format Version [number]			
DB	Microsoft® Access .mdb format Version [number]			

EXHIBIT B—FORESEEABLE BAD WEATHER DAYS

Not Used

EXHIBIT C—GEOTECHNICAL BASELINE REPORT SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

Not Used

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November 10, 2021

Honorable Gary Lebsack and Town Councilmembers
Town of Johnstown
450 So. Parish
Johnstown, CO 80534

Re: Fee Modification

Dear Mayor Lebsack and Town Councilmembers:

Based on the terms of the fee agreement executed between the Town of Johnstown ("Town") and my law firm, the Law Office of Avi S. Rocklin, LLC, please be advised that, commencing on January 1, 2022, I am seeking a 5.5% fee increase for my services. My fees have not been adjusted for the last few years.

With respect to Town work, I am seeking a fee of \$195.00 per hour. As I understand it, such fee is consistent with, and often below, the fees paid by municipalities for legal work and may even be below or consistent with the fees paid by municipalities for other professional consultants.

With respect to developer work and fees that are recovered by the Town from third parties, I seek to increase my fee to \$295.00 per hour. As I understand it, developers' counsel charges developers well over \$400.00 per hour, often nearing or exceeding \$500.00 per hour. As such, my developer fee would remain very low in the context of the market and would not burden the Town.

If the Town is not comfortable with the requested fee increase, I agree, without reservation, to keep the fees as they are currently set. I very much enjoy working with the Town and maintaining the relationship is my priority.

Thank you for your consideration.

Best regards,



Law Office of Avi S. Rocklin, LLC

By: Avi S. Rocklin