



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

TOWN COUNCIL REGULAR MEETING

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

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

- [1.](#) Red Ribbon Week Proclamation

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

TOWN MANAGER REPORT

TOWN ATTORNEY REPORT

NEW BUSINESS

- [7.](#) Award for SH60 Waterline Replacement and Extension
- [8.](#) Award for SH60 Waterline Replacement and Extension Design Engineering Construction Services

- [9.](#) RFP Award for Professional Auditing Services

PUBLIC HEARING

- [10.](#) Ordinance 2024-262: An Ordinance Amending Section 7-149 Of The Johnstown Municipal Code To Prohibit The Sale Of Dogs And Cats In Public Places
- [11.](#) Ordinance 2024-260: Approving R-2 Zoning, With Modifications And Restrictions, For The Blue Spruce Ridge Annexation

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

- [12.](#) Informational Items

EXECUTIVE SESSION

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

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

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

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



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Item #1.

PROCLAMATION

Red Ribbon Week

WHEREAS, alcohol and drug abuse affect individuals, families, and communities across the nation; and

WHEREAS, it is imperative that visible, unified efforts by community members be launched to prevent drug abuse; and

WHEREAS, Red Ribbon Week offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles; and

WHEREAS, Red Ribbon Week will be celebrated in communities across the nation on October 23-31; and

WHEREAS, Businesses, government, law enforcement, media, health care providers, religious institutions, schools, and other community-based organizations will demonstrate their commitment to healthy, drug-free lifestyles by wearing red ribbons and participating in drug prevention activities; and

WHEREAS, the community of the Town of Johnstown commits its resources to ensure the success of Red Ribbon Week;

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

*I, Michael P. Duncan, Mayor of the Town of Johnstown, Colorado do hereby proclaim
October 23-31 as*

RED RIBBON WEEK

and encourage you to participate in drug prevention education activities, not only during Red Ribbon Week but also throughout the year, making a visible statement that we are strongly committed to a drug-free lifestyle.

By: _____
Michael P. Duncan, Mayor

The Community that Cares



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TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, October 07, 2024 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Duncan called the October 7, 2024 Council meeting to order and invited those able to join in the Pledge of Allegiance.

Pledge of Allegiance

ROLL CALL

Present:

Councilmember Menzies
Councilmember Molinar
Councilmember Paranto
Mayor Pro Tem Young
Mayor Duncan

Absent:

Councilmember Berg
Councilmember Morris

AGENDA APPROVAL

Mayor Duncan moved to amend agenda to add discussion of termite infestation in the Colony subdivision with the proposal to allocate \$77,000 for an infestation and eradication efforts

Councilmember Menzies moved as amended moved to approve the agenda as amended

Mayor Pro Tem Young seconded and the motion passed.

SPECIAL PRESENTATIONS

1. Business of the Month

Sarah Crosthwaite, Economic Development Manager, presented The Johnstown Breeze as Business of the Month for October.

2. Employee Introductions

Jason Elkins, Public Works Director, presented Brandon Torrez as the new Senior Project Manager, focusing on Capital Projects.

PUBLIC COMMENT

Jim Hatfield spoke to Clearview traffic issues including speeding, and requested additional enforcement related to parking issues. Mr. Hatfield asked the Town to stripe the road on Silverbell Blvd at Colorado Blvd., and formal consideration of a right-hand as well. Repainting requests were made.

CONSENT AGENDA

Councilmember Menzies moved to approve the consent agenda

Councilmember Paranto seconded and the motion passed.

3. September 16, 2024 Meeting Minutes
4. Resolution No. 2024-44 Concerning the Administration of Oaths of Office by the Chief of Police
5. Resolution No. 2024-45 Acknowledging Receipt of the 2025 Preliminary Budget
6. September 2024 List of Bills

TOWN MANAGER REPORT

7. Town Manager's Report

Matt LeCerf, Town Manager, presented his report.

Council asked about Riverbend being in a flood zone, and Mr. LeCerf noted that development on that property would not be permitted in the areas where flooding occurred. The areas that are permitted for development would be outside the flood hazard area, and it takes approval by FEMA for permitting to proceed. Council asked about where the project is in process in Riverbend. Mr. LeCerf stated that a portion of the area had gone through this process.

TOWN ATTORNEY REPORT

Avi Rocklin, Town Attorney, noted the informational items in the packet and the draft ordinance proposed as requested by Council.

Council noted the ordinance looked comprehensive, and requested the ordinance come forward for approval on a later agenda.

NEW BUSINESS

8A. *This item was added to the agenda at the start of the meeting.* Discussion of termite infestation in the Colony subdivision with the proposal to allocate \$77,000 for an infestation and eradication efforts

Council asked where the allocation will come from, which Mr. LeCerf noted the General Fund with a budget amendment. Council asked for background of this item, and Mayor Duncan noted with recent flooding there is a terminate infestation in one neighborhood, and the Town needs to do its due diligence regarding the cause of the infestation.

Ms. Swanson came forward to note her experience which began over a year ago. It was noted that any treatment put down in the infested area was ineffective due to the frequency of flooding, and termites have continued to infest the neighborhood. Ms. Swanson noted she has partnered with Colorado State University's Entomology's Department for research and treatment.

Council asked for a summary of the meeting where Mayor Duncan and Mr. LeCerf met with the homeowner. Mayor Duncan noted that a Geostudy to determine the root cause of the infestation. If the data points to flooding as the cause, then funding is set aside to address the issue.

Mr. LeCerf noted a need to understand how the pests are existing in this climate. Council noted that the attempt to get ahead of this termite issue before it becomes a bigger issue.

Ms. Swanson noted the areas of concern, including wavy roofs, sidings and soil issues in her neighborhood.

Councilmember Paranto moved to allocate \$77,000 funds to perform a geo technical survey related to the terminate project

Mayor Pro Tem Young seconded and the motion passed.

8. Intergovernmental Agreement Regarding Use of Special Improvement Districts between the Town of Johnstown, Colorado and the Granary Metropolitan District Nos. 1 and 3-9

Ms. Rocklin presented the proposed agreement to approve the formation of Special Improvement Districts from Granary Metropolitan District.

Carolyn Steffle, Special Counsel, noted the Town received the request to authorize the formation of special improvement districts. It was noted Special Improvement District No. 2 has users and is not part of the request. The purpose is to provide bridge financing to the developer to finance the construction of, among other potential public improvements, completion of the planned roundabout at the intersection of Roosevelt Parkway and County Road 13, completion of County Road 46 at the southern border of the Granary development from County Road 13 to Telep Avenue, completion of the Roosevelt Parkway from County Road 13 to Telep Avenue, completion of Telep Avenue along the eastern border of the development, and construction of the community pool and locker room facilities.

Council asked for clarification on previous decisions on the pool specifically. It was noted the previous agreement presented to Council was for the operations and maintenance of the pool, the decision before Council is for the construction of the pool.

Robert Rogers, the counsel for the District, spoke, to the different fees related to the pool. Council questioned the order of items, noting the agreement with the HOA items, and then this IGA appearing before Council. Mr. Rogers noted that at the time of the previous HOA approval related to the pool, Council had not yet approved a Special Improvement District, so it may not have been an option that was considered. The pool was also noted to be less than 10% of the cost proposed, the higher costs being major arterials including the contribution to the roundabout at Roosevelt.

Council also noted that this does not increase costs for the homeowner which Mr. Rogers confirmed.

Ms. Rocklin noted if these Special Improvement Districts continue to be a tool developers want to use, staff may look at a different form to improve the process.

Councilmember Paranto moved to approve the Intergovernmental Agreement Regarding Use of Special Improvement Districts between the Town of Johnstown, Colorado and the Granary Metropolitan District Nos. 1 and 3-9.

Councilmember Molinar seconded and the motion passed.

PUBLIC HEARING

9. Ordinance No. 2024-259: Prohibiting the Burning of Garbage and Refuse in the Town of Johnstown.

Mayor Duncan opened the public hearing.

Chief Jeff Strossner presented the proposed ordinance noting the previous discussions Council has had. Staff reviewed ordinances and noted the simplest way to prohibit issues was to prohibit the burning of garbage and refuse.

Council asked about the fire code, which Chief Strossner noted there are a few issues with enforcement due to Johnstown being in two counties and no sworn officer in the fire departments to enforce Johnstown Code.

Mayor Duncan opened the public hearing for comment for those in favor or opposed.

Mr. Hatfield asked how this item is different than the existing fire code.

Ms. Rocklin noted the provision Mr. Hatfield cited open burning related to conditions where the proposed ordinance prohibits burning of garbage.

Mayor Duncan closed public comment and the public hearing.

Mayor Pro Tem Young moved to approve Ordinance No. 2024-259, an Ordinance Adding Section 7-54 to the Johnstown Municipal Code Prohibiting the Burning of Garbage and Refuse in the Town of Johnstown.

Councilmember Menzies seconded and the motion passed.

10. Resolution 2024-46 for Filing No. 1 Final Plat and Final Development Plan for Subdivision Case No. SUB22-0008

Mayor Duncan opened the public hearing.

Jeremy Gleim, Planning Director, presented the proposed resolution. Mr. Gleim noted the location, and the approval of the Outline Development Plan roughly four years prior to this date. Three tracts of the proposed are for future residential subdivision proposals- no residential proposal is on the agenda for the first filing. Future phases would include utility and roadway improvements. The phases are being proposed in this manner so the focus is on the amenity for the shaping of the land and getting it prepped for seeding and growing of grass of the golf course.

Mr. Gleim noted the entire Final Development Plan was included in the agenda packet and the exhibits from the document detail the layouts of the golf course, noting the layout of the golf course and any mitigation of golf impacts.

The applicant, Stephanie Podtburg, noted the history of the land with almost 200 feet of elevation change making this land unique. Ms. Podtburg spoke to hiring a golf course architect who has experience in the area, and noted her family's long history in the Town and on the land. It was noted that there is a desire for this to be a public course.

Christine Turner, TD Group, spoke to the application and the length of time a golf course takes to develop. Ms. Turner noted that water is important to the community and to address that concern the golf course has a non-pot system with native, low water grasses.

There are no access points proposed with this plat and there are no proposed road connections with the Northmoore subdivision.

Council asked about the non-pot water system, related to the concern for the pumps and issues concerning those. Ms. Turner noted the most current technology is being used for the non-pot system.

Council asked about access points and emergency access points. Ms. Turner noted there are no access points yet, but with future designs of the clubhouse there would be access points for emergency personnel. It was noted that there are access routes available for use to emergency uses currently until roads are in.

Ms. Turner noted a traffic report would be submitted with the property and a new traffic report would be done with each filing, and if any new improvements were required it would be part of the new filing.

Council asked for review on community feedback. Ms. Turner noted that there was a community meeting and the Podtburg family has expressed openness to communicating with the neighbors. Ms. Podtburg noted that since the hearing with Planning and Zoning, the applicant has reached out for questions and is currently scheduling a presentation with the HOA.

Council asked about the plans for the clubhouse. Ms. Podtburg noted those details are not finalized. It was noted a permanent structure is not ready to be built and a temporary structure is planned until a more permanent building is able to be built.

Council asked the date of the HOA presentation, which Ms. Podtburg noted was January 11, 2025 from 9 to 11 AM at the Johnstown Senior Center.

Mayor Duncan opened the hearing for comment for those in favor of or opposed to this item:

Veronica Schlagel spoke in favor of the golf course.

Terry Sutherland spoke to the desire to golf in Johnstown and supporting local business.

Colton Thompson spoke to keeping local businesses in Town and looking forward to the golf course.

Blake Humphrey spoke to being surprised about a golf course coming to Johnstown, and noted the question to be asked is why should this not be approved.

Scott Nielsen and Tami Kramer emailed in a comment in favor of the resolution.

Mayor Duncan closed the public comment for the hearing.

Mayor Duncan closed the public hearing.

Mayor Pro Tem Young moved to approve Resolution 2024-46, Approving Filing No. 1 Final Plat and Final Development Plan for Subdivision Case No. SUB22-0008

Councilmember Molinar seconded and the motion passed.

11. Resolution 2024-47: Approving the Service Plan for Mallard Ridge Metropolitan Districts Nos. 1-4

Mayor Duncan opened the public hearing.

Ms. Rocklin noted the service plan, and noted the name of Mallard Ridge Metropolitan District and there are plans to change the name of the metro district and the intent will be to change the name to Purvis to match the subdivision.

Carolyn Steffle, Special District, noted this is a proposal of four related brand-new metropolitan districts. It was noted that these will provide financing for items such as water, sewer, storm sewer, traffic and street infrastructure.

The four different districts would be assigned to a coordinating district, single family residential, multi-family residential and commercial.

Council asked who would be able to run for election. Ms. Steffle noted landowners, resident, or those under a contract to purchase property in the district in a control district.

It was asked if the Town got rid of Control Districts. Ms. Rocklin noted that there was discussion regarding this.

Council asked for clarification of the smaller districts, which was noted that the smaller locations will change, and as land develops it would be added to the district, increasing the size proposed to Council with this item, without coming to Council. This would allow the development to assign different areas to items such as residential and allow for debt to be taken at different times depending on development.

Council asked of the Town's fiscal responsibility, which Ms. Steffle noted that the Town would not have any debt responsibility, and this district does not raise taxes for the Town- however residents in these metro districts would pay taxes to this district in addition to the Town's taxes.

The applicant, represented by Robert Rogers, spoke to the location and to the commitment to changing the name to match the name of the development project once that name is determined. The planned plat is estimated at 106 acres, and Mr. Rogers reviewed various requirements from metro districts and compliance with the model service plan provided by Town staff. It was noted that the Town is not responsible for cost improvements for the Districts, any debt issued by the districts or the development of the district.

Mr. Rogers spoke to an overlay plan not existing in this project, however there is an overlay district planned with no known operating date, but the boundary of District No. 4 is noted in the service plan for an overlay district. It was noted that currently there are no residents in the development, and a district needs to be responsible for starting the improvements.

Council asked for clarification on guarantees on the overlay district happening and a timeframe. Mr. Roberts noted any IGA needs to come back to Council, and Council asked who the developer is- and Mr. Roberts noted it is an LLC controlled by Post Modern Development. Council noted it is difficult to get residents to run for office in their metro districts. Mr. Rogers noted that any fee schedules from the Metro Districts are required to come back to the Town Council for the Town to review and analyze if there is a fee that is implied.

Council asked if the development is located in a floodplain, which staff noted it is not believed to be so. Council also noted this development has had many issues with the Town regarding weed mitigation. Ms. Rocklin noted if they are looking to form a metro district they may be looking to build and a positive step in getting the property developed.

Jeff Jensen, Construction Manager for Post Modern Development, noted the plan is to put the infrastructure in and then the building would be to turn over to a developer. Council asked if a comprehensive flood management was conducted, which Mr. Jensen noted surveys were done and the location is not in a flood plain at all.

Ms. Steffle noted the criteria that Council reviewed the district on.

Council discussed control districts. Ms. Steffle noted several districts the Town has approved have overlay districts.

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

Mayor Duncan closed the hearing.

Councilmember Paranto moved to approve Resolution 2024-47 Approving the Service Plan for Mallard Ridge Metropolitan Districts Nos. 1-4 with the following modifications to the proposed service plan: to remove the control district and instead use an overlay district and direct the Town Attorney to revise the service plan accordingly

Mayor Pro Tem Young Seconded and the motion passed.

NO VOTE: Menzies

COUNCIL REPORTS AND COMMENTS

There were no Council reports.

MAYOR'S COMMENTS

The Mayor did not have a report.

INFORMATIONAL ITEMS

12. Informational Items

Informational Items were included in the packet.

ADJOURN

Mayor Duncan adjourned the meeting.

Michael P. Duncan, Mayor

Hannah Hill, Town Clerk



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Item #3.

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: October 21, 2024

SUBJECT: Second Reading: Ordinance No. 2024-259, Prohibiting the Burning of Garbage and Refuse in the Town of Johnstown.

ATTACHMENTS: 1. Ordinance No. 2024-259

PRESENTED BY: Jeff Strossner, Chief of Police

AGENDA ITEM DESCRIPTION:

Town Council approved Ordinance No. 2024-259 on First Reading following a public hearing conducted on October 7, 2024.

In Chapter 7 of the Johnstown Municipal Code refuse is defined as, “*Refuse* means any grass clippings, leaves, hay, straw, manure, shavings, paper, ashes, containers, boxes, glass, cans, bottles, garbage, waste and discarded building and construction materials, and all other items of whatever kind or nature whatsoever which are commonly known as rubbish, garbage, trash or waste. For purposes of this definition, *building and construction materials* mean plaster, broken concrete, bricks, cinder blocks, stones, wood, roofing material, wire, metal binding, sacks and all other items which are commonly known as building and construction materials.”

The proposed ordinance prohibits the burning of refuse materials on private property regardless of the burning method (i.e., fire pit, 55-gallon drum, fireplace, bonfire, etc.). This ordinance does not regulate any type of agricultural burning which is managed by each respective counties’ Department of Public Health and Environment.

STRATEGIC PLAN ALIGNMENT:

- Safe & Welcoming community
 - *Provide and maintain public safety services and awareness in our community*
 - *Partner in creating more community based, community service and action opportunities*
 - *Grow an open, inclusive environment where all residents have the opportunity to flourish*

The Community that Cares

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

LEGAL ADVICE:

The Town Attorney prepared the ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve the ordinance as presented on second reading.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2024-259

AN ORDINANCE ADDING SECTION 7-54 TO THE JOHNSTOWN MUNICIPAL CODE PROHIBITING THE BURNING OF GARBAGE AND REFUSE IN THE TOWN OF JOHNSTOWN

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, Article III of Chapter 7 of the Johnstown Municipal Code ("Code") contains regulations concerning garbage and refuse in the Town; and

WHEREAS, based on the guidance and instruction of Town Staff, the Town Council finds that the burning of garbage and refuse presents a substantial danger and hazard to the health, safety and welfare of the community; and

WHEREAS, Town Staff recommends that the Town Council, for the health, safety and welfare of the community, adopt an amendment to Article III of Chapter 7 of the Code to prohibit the burning of garbage and refuse within Town; and

WHEREAS, based on the recommendation of Town Staff, the Town Council desires to add Section 7-54 to Article III of Chapter 7 of the Code to accomplish the foregoing; 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, THAT:

Section 1. Section 7-54. Section 7-54 is hereby added to Article III of the Johnstown Municipal Code to provide as follows:

Sec. 7-54 – Burning of refuse prohibited.

It shall be unlawful for any person to burn or cause to be burned refuse in the Town.

Section 2. Severability. If any part of 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 the Ordinance are declared to be severable.

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

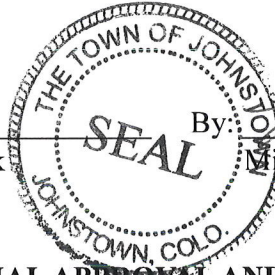
INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 7 day of October, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk

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



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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Michael P. Duncan, Mayor



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TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: October 21, 2024

SUBJECT: Subdivision Development and Improvement Agreement for Subdivision Case No. SUB22-0008

ATTACHMENTS: 1. Subdivision Development and Improvement Agreement

PRESENTED BY: James Shrout, Planner I
Jeremy Gleim, AICP, Planning & Development Director

AGENDA ITEM DESCRIPTION

In November 2020, the Podtburg Dairy Farm, consisting of 448.32 acres, was annexed into the Town of Johnstown via Ordinance 2020-184. The property was zoned PUD-MU (Planned Unit Development – Mixed Use) by way of Ordinance 2020-185. This Ordinance included approving the Outline Development Plan, memorializing certain development standards, and a conceptual layout of the Bella Ridge Golf Course.

On May 2, 2022, the Town Council conducted a public hearing and, under Resolution No. 2022-18, approved the Preliminary Plat and Preliminary Development Plan for the Podtburg Property.

On August 7, 2024, a public hearing was held before the Town of Johnstown's Planning and Zoning Commission to hear testimony regarding the future of the old dairy farm. The family shared their vision to create a driving range and residential development flanking an 18-hole golf course. The public hearing closed with an affirmative recommendation of approval to be taken to the Town Council for consideration.

On October 7, 2024, the Town Council held a public hearing concerning approval of the Final Plat and Final Development Plan for the Podtburg Subdivision Filing No. 1. After reviewing the file and conducting the public hearing, the Town Council found that the Final Plat and Final Development Plan for the Podtburg Subdivision Filing No. 1 were substantially consistent with the Preliminary Plat and Preliminary Development Plan for the Podtburg Property; in addition, it

was also found that the project was consistent with the Town's Comprehensive Plan and met the requirements contained in the Johnstown Municipal Code and the Town's regulations.

A Subdivision Development and Improvement Agreement (DA) was prepared and is presented for approval in conjunction with the Filing No. 1 Final Plat. The purpose of the DA is to establish conditions of approval, set forth expectations, and memorialize certain unique obligations for this development. Staff coordinated with the applicant on the preparation of the DA and the applicant has agreed to all the terms and conditions therein. The DA, in its entirety, accompanies this staff report as Attachment No. 1.

STRATEGIC PLAN ALIGNMENT

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

LEGAL ADVICE:

The Town Attorney prepared the Subdivision Development and Improvement Agreement.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve the Subdivision Development and Improvement Agreement (SDIA) For Subdivision Case No. SUB22-0008.

Reviewed and Approved for Presentation,



Town Manager

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(Podtburg Subdivision Filing 1)**

This Subdivision Development and Improvement Agreement (“Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home-rule municipality (the “Town”), and **Podtburg Dairy Limited Partnership, LLLP**, a Colorado limited liability limited partnership (“Developer”).

RECITALS

WHEREAS, Developer is the owner of a parcel of land situated in the Town of Johnstown, County of Weld, State of Colorado, the description of which is set forth on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, Developer seeks to develop the Property and to designate such development as Podtburg Subdivision Filing 1 (“Development”); and

WHEREAS, Developer has submitted a final plat depicting the Development, which final plat is attached hereto as **Exhibit B-1** and incorporated herein by this reference (“Final Plat”); and

WHEREAS, the Town Council approved, or intends to approve, the Final Plat by passage of Resolution No. 2024-____, containing terms and conditions of approval of the Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference (“Resolution”); and

WHEREAS, Developer understands and agrees that, as a further condition of approval of the Final Plat, Developer is required to construct certain Subdivision Improvements (defined below) to the Property, that Developer is responsible for the costs and expenses of those Subdivision Improvements unless otherwise provided herein, and that the Subdivision Improvements contemplated herein are reasonable, necessary, appropriate, and directly benefit the Development; and

WHEREAS, Developer agrees to undertake and complete the Development in accordance with this Agreement, the Final Plat, the Resolution, the Town’s ordinances, resolutions and regulations and all other applicable laws and regulations.

AGREEMENT

NOW, THEREFORE, in consideration of the premises cited above and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Town and Developer agree as follows:

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

For the purposes of this Agreement, the following words and terms shall be defined as follows:

1.1 **“Approved Plans”** shall mean: (1) with respect to the Public Improvements, the approved “Civil Engineering Construction Plans” related to the Development and on file with Town; and (2) with respect to the Private Improvements, the approved “the Development Plan” related to the Development and on file with Town.

1.2 **“Civil Engineering Construction Plans”** shall mean the approved engineering plans for construction, installation and improvement of the Public Improvements, as more fully described below.

1.3 **“Code”** shall mean the Johnstown Municipal Code, as amended from time to time.

1.4 **“Developer”** shall mean the owner(s) of the Property described in **Exhibit A** and any heirs, successors, assigns or transferees of any of the Property described in **Exhibit A**.

1.5 **“Development”** shall mean all the Property, property rights and Subdivision Improvements within or associated with the legal description in **Exhibit A**.

1.6 **“Development Plan”** shall mean the approved plans for the construction, installation and improvement of the Private Improvements.

1.7 **“District”** shall mean Podtburg Metropolitan District No. 1.

1.8 **“Dry Utilities”** shall mean electricity, natural gas, cable and telephone.

1.9 **“Maintenance Guarantee”** shall mean a guarantee that the Public Improvements constructed shall be free from defects and failures as more fully described in Paragraphs 5.2 and 5.4 below.

1.10 **“Notice of Construction Acceptance”** shall mean the written certification that the Public Improvements are accepted, which starts the two-year warranty period as provided herein.

1.11 **“Notice of Final Acceptance”** or **“Final Acceptance”** shall mean the written certification of final acceptance of the Public Improvements and, except as otherwise provided herein, the transfer of maintenance of the Public Improvements to the Town.

1.12 **“Private Improvements”** shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, parks, open space, trails and postal service boxes.

1.13 **“Public Improvements”** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of the Development, right-of-way landscaping and irrigation structures, street lighting and signage, and other public facilities and improvements to serve the Development. The Public Improvements include, but are not limited to, the improvements listed on **Exhibit B-3**, in whatever form they are referenced, that will be dedicated to the Town and the improvements listed on **Exhibit C**.

1.14 **“Performance Guarantee”** shall mean a guarantee that the Subdivision Improvements are be constructed in conformance with the Approved Plans.

1.15 **“Subdivision Improvements”** shall mean the Public Improvements and Private Improvements.

1.16 **“Town”** shall mean the Town of Johnstown, Colorado.

1.17 **“Town Manager”** shall include the Town Manager and such person’s authorized designees.

SUBDIVISION IMPROVEMENTS

2. Public Improvements

2.1 Pre- Construction

a. **Engineering Services:** Developer shall furnish, at its own expense, all engineering services in connection with design, construction, installation and improvement of the Public Improvements. Engineering services shall be performed by a professional engineer registered in the State of Colorado. Engineering services shall consist of, but not be limited to, survey, designs, plans and profiles, specifications, drawings, estimates, construction administration, and the furnishing of necessary documents in connection therewith, including but not limited to final engineering drawings, final sewer and water design plans and final drainage plans (the “Civil Engineering Construction Plans”).

b. **Civil Engineering Construction Plans:** Prior to commencing construction of the Public Improvements for the Development, Developer shall submit the Civil Engineering Construction Plans to the Town for review. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering

Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans without the written approval of the Town. The Town's review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection.

c. **Phasing of the Public Improvements.** Subdivision plats, planned unit development plans or site plans requiring the construction of Public Improvements may be developed in phases provided: (i) such phasing is approved by the Town and is consistent with the subdivision plats, planned unit development plans or site plans and any executed agreements pertaining to the Property; (ii) the phasing plan supports a logical sequence of development such that each phase can function independently or sequentially with a prior phase; and (iii) each sequential phase satisfies the Town's construction standards and specifications. If phasing of the Public Improvements is approved, construction acceptance, financial security and building permit eligibility may be approved or released according to the approved phasing plan. An approved phasing plan may only be modified upon written approval of the Town.

d. **Pre-Construction Meeting.** Subsequent to the Town's approval of the Civil Engineering Construction Plans and prior to the commencement of construction, the Developer and its contractors shall participate in a pre-construction meeting with the Town's Public Works Department. Among other matters, as determined by the Town, the purpose of the meeting shall be to review: (i) the Approved Plans; (ii) permits needed for construction; (iii) relevant provisions of the Code and the Town's construction standards and specifications; and (iv) the construction inspection process and requirements for construction acceptance.

e. **Rights-of-Way, Easements and Permits:** Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed Public Improvements. Unless otherwise agreed by the Town in writing, all such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. Any agreements or easements to which the Town may effectively become a party upon dedication or acceptance of the improvements shall be provided to the Town for review prior to execution of such agreement or easement and prior to issuance of building permits. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements.

2.2 *Construction of Public Improvements*

a. Upon satisfaction of the conditions set forth in Paragraph 2.1 and the notice requirement set forth below, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, the Resolution, the Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Public Improvements shall be materials set forth on the Town's approved material list. Workmanship and materials shall be of good quality.

b. At least fourteen (14) days prior to the commencement of construction, Developer shall provide written notice to all property owners within an 800-foot radius of the construction limits indicated on the Civil Engineering Construction Plans and to any other property owners who are reasonably likely to be impacted by the construction of the fact of the construction along with contact information for the Developer. Prior to the commencement of the construction, such contact list shall be provided to the Town with a copy of the notification. Notification may be by U.S. mail or by delivering a printed flyer left at each affected home or business location.

2.3 ***Engineer's Opinion of Cost and Construction Schedule:*** Developer estimates the cost of the Subdivision Improvements as set forth on the Engineer's Opinion of Cost, attached hereto and incorporated herein by reference as **Exhibit C**. Once construction begins, Developer shall keep the Town informed by periodic status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

2.4 ***Testing:*** Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town, to perform all testing of materials or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town.

2.5 ***Inspection:*** At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Civil Engineering Construction Plans. Any material or work not conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

2.6 ***Completion of Construction:*** Developer shall complete construction of the Public Improvements no later than eighteen (18) months from the commencement of the construction, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension.

2.7 ***Performance Guarantee:*** To secure the construction, installation, improvement and completion of the Public Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in a form approved by the Town wherein the Town is designated as the beneficiary

(“Performance Guarantee”) in an amount equal to 110% of the cost of the improvements, which cost shall be certified by Developer’s professional engineer licensed in the State of Colorado and approved by the Town. The Performance Guarantee shall be released after the Notice of Construction Acceptance has been provided for the Public Improvements. The Town acknowledges that a performance guarantee shall not be required for the Private Improvements.

3. **Private Improvements**

3.1 ***Pre- Construction:*** Prior to commencing construction of the Private Improvements, Developer shall submit a Development Plan to the Town. The Development Plan shall contain the proposed Private Improvements for the Development, including a plan for stormwater improvements, an irrigation system, landscaping and soil amendments, fencing, entry-way signage, street signs and posts, street lighting, parks, open space, trails and postal service boxes. Landscaping and fencing shall be designed in accordance with the Town’s landscape guidelines. Construction of the Private Improvements shall not commence until the Town provides written notice of approval of the Development Plan. Developer shall not thereafter modify the approved Development Plan without the written approval of the Town. The Town’s review and approval of the Development Plan shall not limit or affect Developer’s responsibility or liability for design, construction and installation of the Private Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer’s written objection. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Private Improvements.

3.2 ***Construction of Private Improvements:*** Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in accordance with the terms of this Agreement, the Final Plat, the Resolution, the Development Plan, the Town’s ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping services shall be performed by a professional landscape contractor. Certification of required soil amendment shall be signed by Developer and provided to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality.

3.3 ***Inspection:*** At all times during construction and installation of the Private Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer’s cost. All materials and work must conform to the Development Plan. Any material or work not conforming to the Development Plan shall be promptly removed, repaired or replaced, at Developer’s expense and to the satisfaction of the Town.

3.4 ***Completion of Private Improvements:*** Unless otherwise agreed in writing by the Town, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town’s written consent to the extension. The Town may, at its discretion, allow Developer to defer completion of the

landscaping services between December 1 and March 1 of any given year provided that sufficient surety is provided to the Town.

3.5 ***Replacement of Private Improvements:*** As replacement of the Private Improvements is necessary and warranted over time, including but not limited to decorative light fixtures, decorative street signs and all other decorative amenities in the Development, the Private Improvements shall be replaced by, as appropriate, the Developer or the District. The Town shall not be responsible for replacement of the Private Improvements.

4. **Dry-Utilities**

4.1 ***Utilities:*** Developer shall obtain all proper conveyances and arrangements for the installation and provision of the Dry Utilities to serve the Development. Developer shall provide proof of such conveyances and arrangements to the Town, which proof may be in the form of contracts for such services, no later than the date that the Public Improvements are completed.

4.2 ***Easements:*** All easements approved by the utility companies shall be submitted to the Town.

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.1 ***Notice of Construction Acceptance:*** Developer shall make written application to the Town for acceptance of the Public Improvements and for review of the Private Improvements, within thirty (30) days of the completion date of the Subdivision Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete. With respect to the Public Improvements, among other documents that may be required by the Town, the written application shall include one set of reproducible “as built” drawings and an affidavit executed by Developer affirming that the Public Improvements have been paid in full, certifying the final construction costs and including documentary evidence of the construction costs. If the Town requests, Developer shall provide lien waivers, or other acceptable assurance, from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of the Subdivision Improvements. The affidavit and lien waivers may be reviewed by the Town, but the Town assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to a Notice of Construction Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. If the Subdivision Improvements are not satisfactory, the Town, upon coordination with Developer, shall prepare a punch list of all Subdivision Improvements that are not in compliance with the Approved Plans, subject to any changes that have been approved or required by the Town. After curing the defects and matters set forth on the punch list, Developer shall make a renewed written application to the Town for re-inspection of the Subdivision Improvements,

which written application shall contain the items set forth above. The Town shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to the issuance of a Notice of Construction Acceptance for the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

5.2 ***Maintenance Guarantee.*** Prior to the issuance of the Notice of Construction Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in a form approved by the Town wherein the Town is designated as the beneficiary (“Maintenance Guarantee”). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements. The Maintenance Guarantee may also be used to ensure that the installed landscaping, a Private Improvement, is satisfactorily established during the period between the issuance of the Notice of Construction Acceptance and Final Acceptance of the Public Improvements.

5.3 ***Delivery of Notice of Construction Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. At its discretion, the Town may issue a written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements prior to completion of all the Subdivision Improvements as long as the Performance Guarantee remains in effect for the uncompleted Public Improvements. In which case, at the Town’s discretion, Developer may be entitled to obtain building permits prior to completion of all the Subdivision Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

5.4 ***Maintenance, Repair and Replacement:*** Until Final Acceptance, Developer shall warrant the Public Improvements. Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer’s expense and shall ensure that the installed landscaping is established. If, within ten (10) days after Developer’s receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer’s expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter, or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the foregoing, the Town may, at its discretion and upon written advisement to Developer, be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.).

5.5 ***Final Acceptance:*** Two (2) years after the Town's issuance of the Notice of Construction Acceptance, which time period may be extended at the Town's discretion due to remedial or repair work that may be required by the Town during the first two (2) years, Developer shall make a written request to the Town for final inspection of the Subdivision Improvements. If the Town determines that the Subdivision Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required, the Town shall provide certification of completion by issuance of a Notice of Final Acceptance of the Public Improvements and written approval of the Private Improvements. If the Town determines that the Subdivision Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required, the Town shall issue a written notice of non-compliance specifying the defects. Developer shall take such action as is necessary to cure the noncompliance and, upon curing the same, provide a new written request to the Town for a final inspection of the Subdivision Improvements. Failure of the Developer to make a timely request for the issuance of a Notice of Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize the Public Improvements as the Town deems appropriate.

Upon issuance of the Notice of Final Acceptance, the Maintenance Guarantee shall be released to Developer, and the Town shall thereafter maintain the Public Improvements dedicated to the Town.

5.6 ***Covenant Enforcement:*** Prior to issuance of the Notice of Final Acceptance, Developer shall delegate covenant enforcement and design review services to the District.

5.7 ***Landscape Verification:*** The landscaping set forth in the Development Plan shall be inspected and verified, upon completion, by the landscape professional(s) who created the plan. A letter from said professional shall be submitted to the Town verifying that the landscaping and irrigation were installed pursuant to the approved landscape plan. If the design professional(s) who created the landscape plan is no longer in business at the time of landscape installation, Developer shall contract with a licensed landscape architect to complete the inspection and submit the verification letter.

5.8 ***Dedication and Maintenance of Subdivision Improvements:*** Unless otherwise agreed by the Town and Developer: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained by the Developer or the District; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the District or the appropriate public utility company.

WATER AND SEWER SERVICE

6.1 The Town and Developer shall enter into a Water and Sewer Service Agreement setting forth their agreement concerning water rights dedication, if any, preliminary projections of water and sewer demand and a commitment by the Town for sewer service to the Development.

The Water and Sewer Service Agreement, whenever executed, shall be incorporated into this Agreement and made a part hereof.

6.2 The District shall own and maintain the stormwater infrastructure for the Development. The District shall provide the Town with a proposed operations and maintenance manual for the stormwater infrastructure for review and approval concurrently with the Civil Engineering Construction Plans. Upon approval, the District shall execute an operations and maintenance agreement with the Town addressing, among other issues, notification and remedies related to the operations, maintenance and repair of the stormwater infrastructure. The operations and maintenance agreement shall be executed prior to issuance of the Notice of Construction Acceptance.

BUILDING PERMITS

7.1 The Town shall not issue building permits for the Development until: (1) the Final Plat has been recorded with the Weld County Clerk and Recorder; (2) Developer has paid all applicable use tax due and owing to the Town and all other fees required by the Town, including but not limited to water and tap fees, impact fees, storm drainage fees and cash-in-lieu payments due, if any, to the Weld County School District RE-5J; (3) Developer has received written notice of Notice of Construction Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) Developer has provided the Maintenance Guarantee; (5) meter and curb stop pass inspection; (6) the parties have entered into a Water and Sewer Service Agreement; (7) the District has executed the operations and maintenance agreement related to the stormwater infrastructure; and (8) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, at its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town, on the condition that the Performance Guarantee remains in effect and such improvements be completed prior to the issuance of certificates of occupancy.

7.3 If at any time the Town determines that Developer is not in compliance with this Agreement, the Final Plat, the Resolution or the Approved Plans, the Town may withhold the issuance of building permits.

OPERATION STANDARDS

8.1 Construction activity shall occur only during the times set forth in the Code.

8.2 Developer shall control all weeds growing within the Development. Prior to the commencement of construction, Developer shall provide a weed management plan to the Town, outlining the manner and frequency in which the weeds shall be controlled. The Town shall have the right to object to the weed management plan. Developer further agrees to use the appropriate

herbicide and undertake mowing of the property within the Development. If, at the Town's sole determination, Developer does not control the weeds in or properly mow the Property, the Town may provide Developer with three (3) days written notice to cure the breach, which time period may be extended in writing by the Town Manager for good cause. If the breach is not cured, at the Town's sole determination, the Town shall issue a stop work order on all construction in the Development. The Town or Developer shall thereafter mitigate the nuisance by taking measures to control the weeds or mow the Property. If the Town mitigates the nuisance, upon fifteen (15) days of receipt of an invoice from the Town, Developer shall pay the invoice for services rendered, which will include the actual costs and a ten percent (10%) administrative fee. The stop order will be released, if one had been issued, upon Developer's payment of the invoice. If the Developer mitigates the nuisance, the stop order will be released upon a Town inspection and determination the nuisance has been mitigated.

8.3 Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, dirt and mud caused by Developer's operation. Developer shall remove such waste material, rubbish, dirt and mud no less than weekly and, at the completion of the work, shall promptly remove all debris waste materials, rubbish, dirt, mud, tools, construction equipment, machinery, building materials, trash containers, and portable toilets from the public right-of-way.

8.4 Whenever the Town determines that any activity is occurring which is not in compliance with the requirements of any federal or state regulations applicable to water quality or stormwater control, the Town may order all construction activity stopped upon service of written notice. Developer, or its contractors, shall immediately stop all activity until authorized in writing by the Town to proceed. If Developer or a responsible party is not on the site or cannot be located, the notice to stop work shall be posted in a conspicuous place upon the area where the activity is occurring and shall state the nature of the violation. It shall be unlawful for any person to fail to comply with a stop work order.

8.5 In the event that Developer fails to perform the work specified in Paragraphs 8.2, 8.3 or 8.4 within a reasonable time period after receiving written notice from the Town, as determined by the Town, the Town may, in addition to other remedies, including those set forth in Paragraph 7.3, perform the work required and charge Developer for said cost. Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within ten (10) days of the Town submitting an invoice for said services. If Developer does not remit the costs, in addition to other remedies, the Town may draw on the Performance Guarantee or Maintenance Guarantee.

8.6 Developer shall ensure that Developer's subcontractors cooperate with the Town's construction inspectors in all manners. Developer shall take all steps necessary to prevent its construction activities from damaging adjacent properties.

DEVELOPMENT STANDARDS

9.1 Developer shall comply with the requirements contained in the Annexation Agreement and any other duly executed agreement related to the Property, except as specifically amended by this Agreement.

9.2 Except as otherwise provided in this Agreement, the Final Plat, the Resolution or Approved Plans, Developer shall comply with the Code, the Town's zoning ordinances, subdivision regulations, landscape guidelines and construction standards and specifications and the Johnstown Design Guidelines or, if operative with respect to the Development, the approved design guidelines.

9.3 Developer shall dedicate all outlots and tracts containing open space, park areas, and trails, if any, to the District. The open spaces, parks, and trails shall be available for public use.

9.4 Upon completion of construction, Developer shall provide complete construction drawings and final as-built drawings to the Town in print and digital form, in a manner that conforms to the Town's format and content requirements.

9.5 Developer shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. All drainage and holding ponds shall be kept free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

LIABILITY, INSURANCE AND COST REIMBURSEMENT

10.1 **Indemnification:** Developer hereby agrees to indemnify and hold the Town, its employees, agents, representatives, insurers and self insurance pool harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees and expenses, including attorney's fees, resulting or arising in any way from any breach or default of this Agreement or any acts or omissions of Developer, its employees, agents, consultants, representatives or subcontractors, except to the extent caused by gross negligence or willful misconduct of the Town. Developer shall promptly investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of Developer. Developer also agrees to bear all costs, expenses and attorney's fees related thereto whether or not such liability, claims or demands are groundless, false or fraudulent.

10.2 **Insurance:** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public Improvements and Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance

shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Developer shall list the Town, its officers, employees, agents and representatives, as additional insureds on such liability policies. Whenever requested by the Town, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and showing the Town, its officers, employees, agents and representatives, as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

10.3 Drainage Liability: Developer shall indemnify and hold the Town harmless from any liability the Town may have on account of any change in the nature, direction, quantity, or quality of drainage flow resulting from the Development. In addition, Developer shall reimburse the Town for any and all costs, fees, and expenses, including attorney's fees, which the Town incurs in acquiring any rights-of-way or easements which the Town is required to acquire or condemn or which the Town is held to have acquired or condemned for drainage as a result of this Development. This provision shall survive Final Acceptance and the termination of this Agreement.

10.4 Tax Liability: Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall indemnify and hold the Town harmless from any and all encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town.

10.5 Use Tax: Developer shall pay all applicable use tax due and owing to the Town prior to the commencement of construction.

10.5 Cost Reimbursement to Town: Developer shall reimburse the Town for professional consultants, including, but not limited to engineers, testing and inspection companies and attorneys, engaged by the Town to process and complete the Development.

10.6 Colorado Governmental Immunity Act: Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by the law to the Town, its employees, or agents, or any other person acting on behalf of the Town and, in particular, the governmental immunity afforded pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended.

DEFAULTS AND REMEDIES

11.1 A default by Developer shall exist if Developer fails to fulfill or perform any material obligation contained in this Agreement, the Final Plat, the Resolution, or the Approved Plans, or Developer fails to comply with the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. In the event of a default, the Town shall deliver written notice to Developer of such default and Developer shall have ten (10) days from receipt of such notice to cure the default. If the default is not of a type that may be cured within such ten (10) day period, Developer may provide written notice to the Town within such period that it is actively and diligently pursuing such cure and Developer shall thereafter have a reasonable time to cure the default, provided that Developer is at all times within that extended period actively and diligently pursuing a cure. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Performance Guarantee or Maintenance Guarantee.

11.2 If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. If the default arises subsequent to the issuance of the Notice of Construction Acceptance and the default is not timely cured, the Town may draw on the Maintenance Guarantee. In addition, and without limitation, if the default is not timely cured, the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development. Notwithstanding these rights and remedies, the Town may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

11.3 Should Developer default in any obligation under this Agreement, the Town may, at its discretion, complete or remove such Subdivision Improvements at Developer's expense. The Town shall estimate the cost of undertaking such work and give notice to Developer to pay such cost estimate. The Town shall use such payment for construction or removal of said improvements and refund any money collected in excess of the actual cost of said improvements. Should payment not be made within thirty (30) days of such notice, the Town may assess the amount of the cost estimate, plus ten percent (10%) to defray the cost of collection as provided by state law, to the Property and file a lien against the Property, such lien to have priority over all liens except general taxes and prior special assessments and be placed upon the tax list for the current year to be collected in the same manner as taxes are collected. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

SPECIAL PROVISIONS

12.1 The additional terms, conditions or provisions relating to the Development are set forth in **Exhibit B-3**, which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

MISCELLANEOUS

13.1 **No Waiver:** Delays in enforcement or the waiver of any one or more breaches of this Agreement by the Town shall not constitute a waiver of any of the remaining terms or obligations.

13.2 **Severability:** If any provisions or parts of this Agreement are judged to be unenforceable or invalid, to the extent practicable, such judgment shall not affect, impair or invalidate the remaining parts of this Agreement, the intention being that the various parts and provisions hereof are severable.

13.3 **Recording of Agreement:** This Agreement shall be recorded with the approved Final Plat and shall be a covenant running with and against all the Property, property rights and improvements contained within the Development described in **Exhibit A** in order to put prospective owners, purchasers, successors, assigns, and others acquiring any interest in the property on notice as to the terms and obligations herein. No lots, tracts or parcels may be separately conveyed prior to recording the Agreement and the Final Plat.

13.4 **Binding Effect:** Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit A**.

13.5 **Transfer or Assignments:** In the event of a sale or transfer of any portion of the Development, the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to the transfer or the sale, a written agreement satisfactory to the Town delineating and allocating the various rights and obligations for the Subdivision Improvements has been approved and executed by the Town.

13.6 **Title and Authority:** Developer expressly warrants and represents to the Town that it is the record owner of the Property and further represents and warrants that the undersigned has full power and authority to enter into this Agreement. Developer understands that the Town is relying on the representations and warranties contained herein in approving in entering into this Agreement.

13.7 **Notice:** All notices, consents, applications or other instruments provided for under this Agreement shall be deemed properly given and received: (1) when personally delivered and received, when sent by messenger service, or when forwarded by electronic mail delivery, but only upon confirmation of receipt of such electronic mail; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested, postage prepaid and addressed as follows:

TO DEVELOPER:**Podtburg Dairy Limited Partnership, LLLP**

Attention: Greg Podtburg
 45490 County Road 39
 Pierce, CO 80650
 Email: gregpodtburg@yahoo.com

TO TOWN:**Town of Johnstown**

Attention: Town Manager
 450 South Parish Avenue
 P. O. Box 609
 Johnstown, CO 80534
 Email: Notices@JohnstownCO.gov

13.8 ***Costs and Attorney Fees.*** If any judicial proceedings may hereafter be brought related to this Agreement, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

13.9 ***Vested Right.*** The Final Plat shall have vested rights for a period of three (3) years from the date of this Agreement. If, after such time, no reasonable and substantial efforts have commenced to construct the Subdivision Improvements, as determined by the Town at its sole discretion, said plat may be vacated by action of the Town.

13.10 ***Responsible Agency Comments and Conditions.*** Any written comment or condition received from any responsible agency who participates in the review of the Development is hereby incorporated into this Agreement and made a part hereof. Unless otherwise agreed by the Town in writing, all such comments or conditions shall be satisfied prior to the issuance of any building permits for the Development. Responsible agencies include, to the extent such agencies have jurisdiction, but are not limited to, the following:

- a. Front Range Fire Rescue Fire Protection District;
- b. Town Review Engineers – IMEG Corporation;
- c. Town Traffic Engineers – Felsburg Holt & Ullevig, Inc.;
- d. Town Water Modeling Engineers – JUB Engineers, Inc.;
- e. Town Water Engineers – Helton & Williamsen, P.C.;
- f. Little Thompson Water District;
- g. Weld County; and
- h. Colorado Department of Transportation.

13.11 ***Warranty of Developer:*** Developer warrants that the Subdivision Improvements shall be installed in a good and workmanlike manner and in compliance with the Approved Plans, this Agreement, the Final Plat, the Resolution, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations and shall be substantially free of any defects in materials and workmanship.

13.12 ***Governing Law and Venue.*** This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and the Code. Venue for any claim, proceeding or action arising out of this Agreement shall be in the County of Weld, State of Colorado.

13.13 **No Presumption.** 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. 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.

13.14 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter contained herein and supersedes all prior agreements or understandings relating to the subject matter. Except as expressly modified by this Agreement, the Annexation and Development Agreement Podtburg Annexation #1-#5 (Weld County Reception No. 4679442) shall remain in full force and effect. Any amendment to this Agreement must be in writing and signed by the parties.

13.15 **Compliance with the Law.** Developer shall comply with all federal, state and local laws and regulations in the performance of the obligations under this Agreement.

13.16 **No Third-Party Beneficiaries.** No person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, lenders, lot buyers, materialmen, laborers or others providing work, services or materials for the Subdivision Improvements.

13.17 **Force Majeure.** Neither party shall be liable for a failure to perform hereunder if such failure is the result of force majeure, which shall mean causes beyond the reasonable control of a party such as acts of God, labor strikes, war, terrorism, fire, pandemic or epidemic or action or inaction of government authorities.

13.18 **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, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this ____ day of _____, 2024.

PODTBURG DAIRY LIMITED PARTNERSHIP, LLLP, a Colorado limited liability limited partnership

By: _____
 Name: _____
 Title: _____

STATE OF COLORADO)
) ss.
 COUNTY OF)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2024, by
 _____, as the _____ of Podtburg Dairy Limited
 Partnership, LLLP.

WITNESS my hand and official seal.
 My commission expires:

 Notary Public

**WITH RESPECT TO THE DISTRICT'S OBLIGATIONS SET FORTH IN THE
 AGREEMENT, THE DISTRICT HEREBY APPROVES AND AGREES:**

PODTBURG METROPOLITAN DISTRICT NO. 1

By: _____
 _____, President

STATE OF COLORADO)
)ss.
 COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2024, by
 _____ as the President of Podtburg Metropolitan District No 1.

WITNESS my hand and official seal.

 Notary Public

My commission expires: _____

TOWN OF JOHNSTOWN, COLORADO
 a municipal corporation

By: _____
 Michael P. Duncan, Mayor

ATTEST:

By: _____
 Hannah Hill, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(Podtburg Subdivision Filing 1)**

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A:	Legal Description of the Property
EXHIBIT B-1:	Copy of Final Plat
EXHIBIT B-2:	Town Resolution Approving Development
EXHIBIT B-3:	Additional Terms, Conditions or Provisions
EXHIBIT C:	Engineer's Opinion of Cost

EXHIBIT A

**LEGAL DESCRIPTION
(Property)**

EXHIBIT B-1

PLAT

(SEE ATTACHED)

EXHIBIT B-2
(RESOLUTION APPROVING PLAT)
(SEE ATTACHED)

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. **Conceptual Phasing Plan:** The Conceptual Phasing Plan, attached hereto and incorporated herein as **Exhibit 1** to this **Exhibit B-3**, is hereby approved as to Phase 1 and Phase 2, but is only conceptual and illustrative with respect to the remaining phases of the development of the property. The development of future phases will ultimately dictate the timing and installation of additional Subdivision Improvements, pursuant to traffic impact analyses, utility demands, and conditions at the time of submittal.

2. **Phase 1 Development:** The first phase of the Development (“Phase 1”) is comprised of the golf course as well as the requisite public/private water infrastructure, public/private sewer infrastructure, public/private road improvements, certain storm water infrastructure and all other improvements related thereto to serve the Development.

- a. The extension of municipal water and sewer infrastructure is not required for Phase 1. Prior to any commercial or residential development on any portion of the Property, municipal water and sewer infrastructure shall be extended, if not already completed, and shall be connected and fully operational pursuant to Town specifications and standards. For the avoidance of doubt, municipal water and sewer infrastructure is not required for any temporary structures within the Development.
- b. Pursuant to the Annexation and Development Agreement Podtburg Annexation #1-#5 (Weld County Reception No. 4679442) (“Annexation Agreement”), the Town and Developer contemplated sanitary sewer service being provided to the Property by the Town of Berthoud. While that may still be an option, the Town currently prefers to provide the sanitary sewer service. The Parties agree that plans for the extension of sewer service will be formalized prior to, or in conjunction with, future commercial and/or residential development on the Property.

3. **Phase 2 Development:** The second phase of the Development (“Phase 2”) is comprised of the driving range, the Weld County Road 44 golf cart underpass (“Underpass”), the clubhouse, and a lake house. Prior to construction of the Phase 2 improvements/amenities, Developer shall submit a Site Development Plan application for review and approval by the Town.

- a. Unless otherwise agreed by the Parties in writing, the Underpass shall be designed, constructed, and maintained in perpetuity by the District.

4. **Landscape Plans:** The Town acknowledges that only the golf course grasses will be installed in conjunction with the golf course in Phase 1 and Phase 2, while other trees, boulders, shrubs, and other landscape material will be installed as the golf course and residential community

continues to develop. An as-built of the landscape plan depicting the initial location of trees, boulders, shrubs, irrigation plans, and any other landscaping improvements shall be submitted to the Town within two (2) years of the execution of this Agreement. As-built landscape plans shall be submitted annually until the installation of new trees, boulders, and other landscape features is complete. Landscaping for future commercial and/or residential development shall be submitted with said future filings.

5. Golf Course Non-potable Water System. Prior to issuance of Notice of Construction Acceptance:

- a. Developer shall install and construct a non-potable water system to irrigate the golf course (“Golf Course Non-potable Water System”). The Golf Course Non-potable Water System may, at Developer’s discretion, be owned, operated and maintained by the Developer; and
- b. The Town and the Developer shall enter into an agreement concerning the Golf Course Non-potable Water System, containing, among other provisions, a provision prohibiting the Developer’s transfer or use of the water rights and lateral ditch company rights associated with the Golf Course Non-potable Water System for any purpose besides irrigation of the golf course absent the Town’s written consent.

6. District Non-potable Water System. Prior to vertical commercial or residential development in any subsequent phase of the development of the Podtburg Subdivision and as may be more fully set forth in a subsequently executed Subdivision Development and Improvement Agreement:

- a. Developer shall, or shall cause the District to, install and construct a non-potable water system to irrigate the remainder of the Development (“District Non-potable Water System”). The District Non-potable Water System shall be owned, operated and maintained by the District;
- b. Developer shall dedicate a sufficient amount of water rights and lateral ditch company rights to the District, as agreed upon by the Town, to satisfy the water needs associated with the District Non-potable Water System and to ensure the property within the Development subject to the District Non-potable Water System can be irrigated in perpetuity; and
- c. The Town and the District shall enter into an intergovernmental agreement concerning the District Non-potable Water System.

7. Water Rights. Except as provided herein with respect to the Golf Course Non-potable Water System and the District Non-potable Water System, Developer shall not transfer any water rights or lateral ditch company rights appurtenant to the Property to a third party without the Town’s written consent and no water appurtenant to the Property may be used outside the boundaries of the Town without the Town’s written consent. For the avoidance of doubt, if the golf course ceases to operate, the water associated with the water rights or lateral ditch company

rights associated with the golf course may not be transferred outside the boundaries of the Town without Town consent.

**EXHIBIT 1 TO
EXHIBIT B-3
(CONCEPTUAL PHASING PLAN)
(SEE ATTACHED)**

EXHIBIT C
ENGINEER'S OPINION OF COST
(ATTACHED)

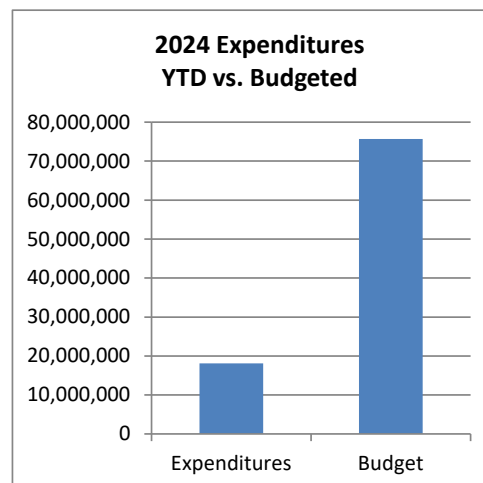
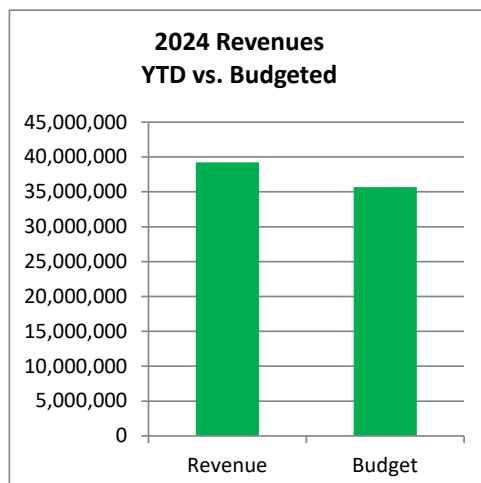
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending September 30, 2024
Unaudited

Item #5.

General Fund	2024 Actuals September	2024 Adopted Budget	% Complete
Beginning Fund Balance	62,349,169	62,349,169	
<u>Revenues:</u>			
Taxes & Fees	32,033,015	32,347,410	99.0%
Licenses & Permits	3,375,235	2,193,300	153.9%
Fines & Forfeitures	236,656	215,000	110.1%
Intergovernmental	246,808	50,000	493.6%
Earnings on Investment	2,323,278	500,000	464.7%
Miscellaneous Revenue	1,009,108	380,000	265.6%
<i>Transfers In</i>	-	-	
Total Operating Revenues	39,224,102	35,685,710	109.9%
<u>Expenditures:</u>			
Legislative	5,056,011	1,925,100	262.6%
Town Manager	1,216,634	2,117,435	57.5%
Town Clerk	332,455	542,300	61.3%
Events	17,880	282,050	6.3%
Finance	497,469	708,120	70.3%
Planning	409,976	696,050	58.9%
Reimbursements	491,772	350,000	140.5%
Engineering	475,989	1,313,495	36.2%
Inspections	253,240	403,400	62.8%
Police	4,653,817	10,265,820	45.3%
Public Works	500,815	686,100	73.0%
Buildings	268,676	1,003,300	26.8%
<i>Transfers Out</i>	3,918,047	55,356,967	7.1%
Total Expenditures	18,092,781	75,650,137	23.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	21,131,321	(39,964,426)	
Prior Period Adjustment			
Ending Fund Balance*	83,480,490	22,384,743	

* - Unaudited

75% of the fiscal year has elapsed



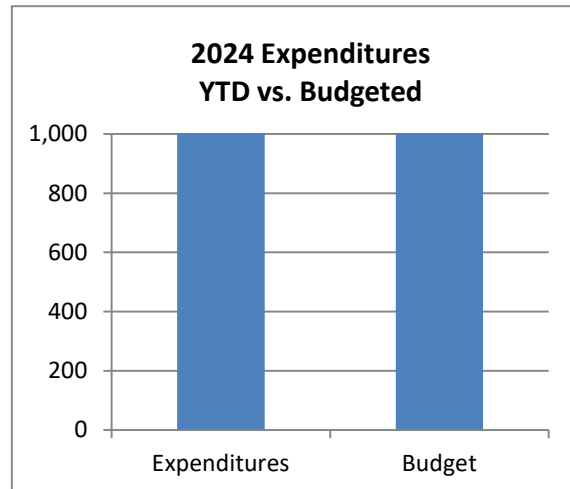
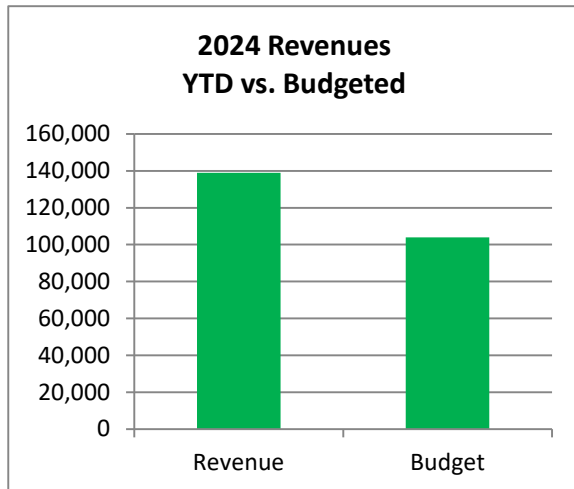
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending September 30, 2024
Unaudited

Item #5.

Conservation Trust Fund	2024 Actuals September	2024 Adopted Budget	% Complete
Beginning Fund Balance	264,069	264,069	
<u>Revenues:</u>			
Intergovernmental	83,236	100,000	83.2%
Earnings on Investment	5,734	4,000	143.4%
Transfers In	50,000	-	
Total Operating Revenues	138,970	104,000	133.6%
<u>Expenditures:</u>			
Operations	-	-	
Transfers Out	-	-	
Total Expenditures	198,803	350,000	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(59,833)	(246,000)	
Ending Fund Balance*	204,236	18,069	

* - Unaudited

75% of the fiscal year has elapsed



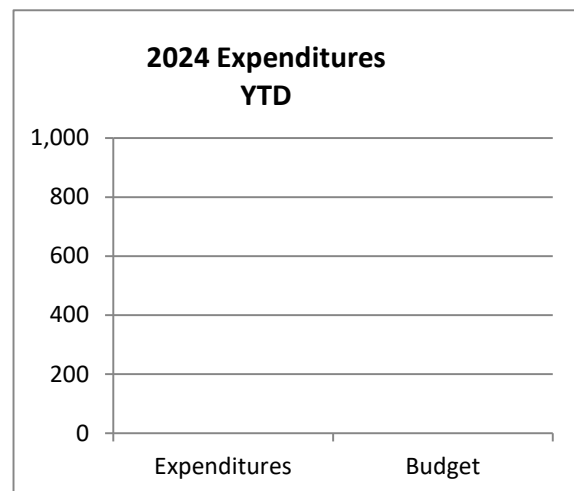
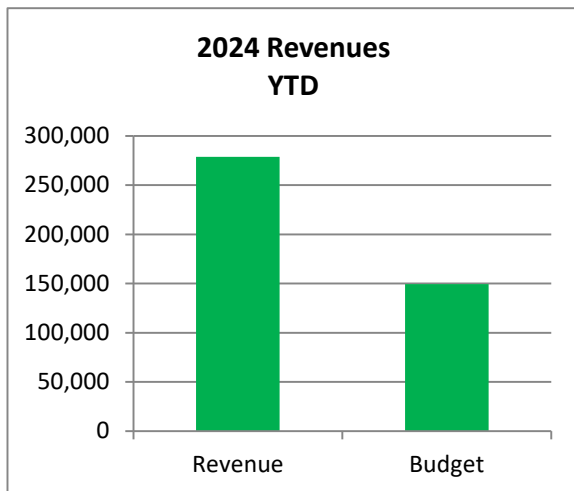
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Arts and Culture Fund
Period Ending September 30, 2024
Unaudited

Item #5.

Arts & Culture Fund	2024 Actuals September	2024 Adopted Budget	% Complete
Beginning Fund Balance	62,558	62,558	
<u>Revenues:</u>			
Intergovernmental	278,690	149,580	186.3%
Earnings on Investment	-	-	
Total Operating Revenues	278,690	149,580	
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	198,803	-	
Total Expenditures	198,803	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	79,887	149,580	
Ending Fund Balance*	142,445	212,138	

* - Unaudited

75% of the fiscal year has elapsed



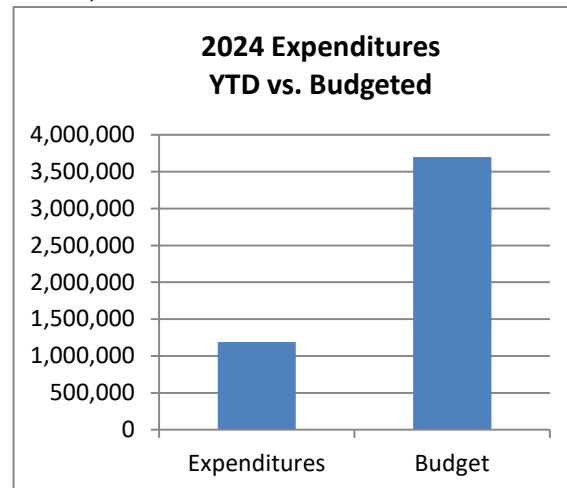
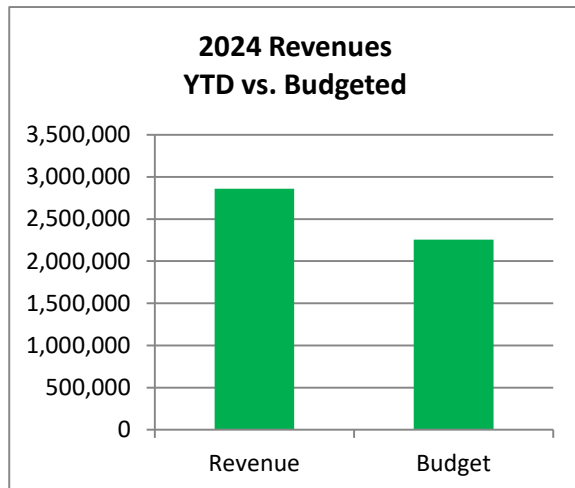
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending September 30, 2024
Unaudited

Item #5.

	2024 Actuals September	2024 Adopted Budget	% Complete
Parks and Open Space Fund			
Beginning Fund Balance	8,255,316	8,255,316	
<u>Revenues:</u>			
Taxes & Fees	1,270,112	1,024,950	123.9%
License & Permit	960	500	192.0%
Earnings on Investment	124,101	50,000	248.2%
Miscellaneous Revenue	175,644	41,000	428.4%
<i>Transfers In</i>	1,290,000	1,140,000	113.2%
Total Operating Revenues	2,860,818	2,256,450	126.8%
<u>Expenditures:</u>			
Operations	704,497	1,621,450	43.4%
Capital Outlay	486,028	2,076,000	23.4%
<i>Transfers Out</i>	-	-	
Total Expenditures	1,190,525	3,697,450	32.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	1,670,293	(1,441,000)	
Ending Fund Balance*	9,925,609	6,814,316	

* - Unaudited

75% of the fiscal year has elapsed



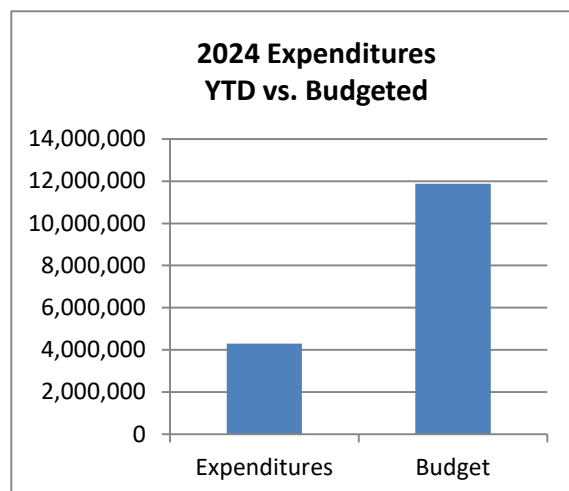
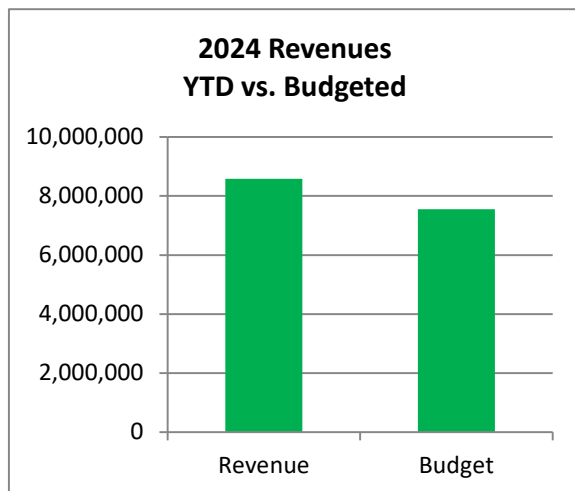
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending September 30, 2024
Unaudited

Item #5.

Street and Alley Fund	2024 Actuals September	2024 Adopted Budget	% Complete
Beginning Fund Balance	20,684,152	20,684,152	
<u>Revenues:</u>			
Taxes & Fees	5,189,757	5,080,000	102.2%
Intergovernmental	337,047	115,000	293.1%
Charges for Services	812,363	985,000	82.5%
Capital Investment Fees	1,922,263	1,276,375	150.6%
Earnings on Investment	316,864	100,000	316.9%
Miscellaneous Revenues	120	1,000	12.0%
Tranfers In	-	-	
Total Operating Revenues	8,578,414	7,557,375	113.5%
<u>Expenditures:</u>			
Operations & Maintenance	3,675,102	5,501,250	66.8%
Capital	622,294	6,384,000	9.7%
Total Expenditures	4,297,396	11,885,250	36.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	4,281,018	(4,327,875)	
Ending Fund Balance*	24,965,170	16,356,277	

* - Unaudited

75% of the fiscal year has elapsed



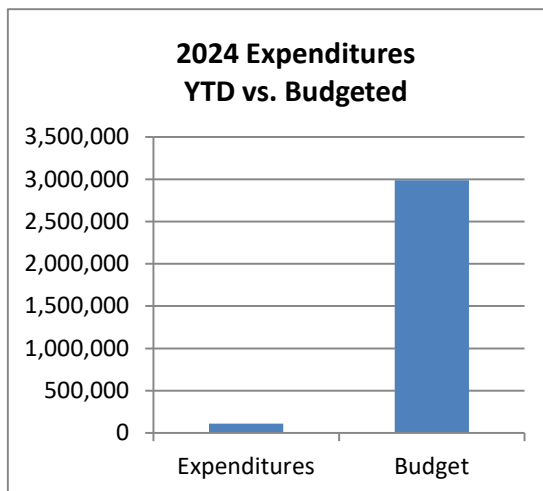
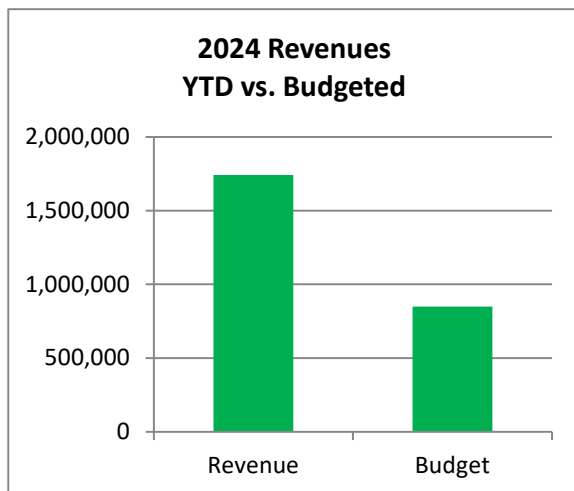
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending September 30, 2024
Unaudited

Item #5.

	2024 Actuals September	2024 Adopted Budget	% Complete
Capital Projects Fund			
Beginning Fund Balance	11,086,613	11,086,613	
<u>Revenues:</u>			
Taxes and Fees	1,483,370	800,000	185.4%
Miscellaneous Revenue	-	-	
Interest	459,425	100,000	459.4%
<i>Transfers In</i>	<u>(200,000)</u>	<u>(50,000)</u>	400.0%
Total Operating Revenues	<u>1,742,794</u>	<u>850,000</u>	205.0%
<u>Expenditures:</u>			
Capital Outlay	109,757	2,988,500	3.7%
<i>Transfers Out</i>	<u>-</u>	<u>-</u>	
Total Expenditures	<u>109,757</u>	<u>2,988,500</u>	3.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>1,633,038</u>	<u>(2,138,500)</u>	
Ending Fund Balance*	<u>12,719,651</u>	<u>8,948,113</u>	

* - Unaudited

75% of the fiscal year has elapsed



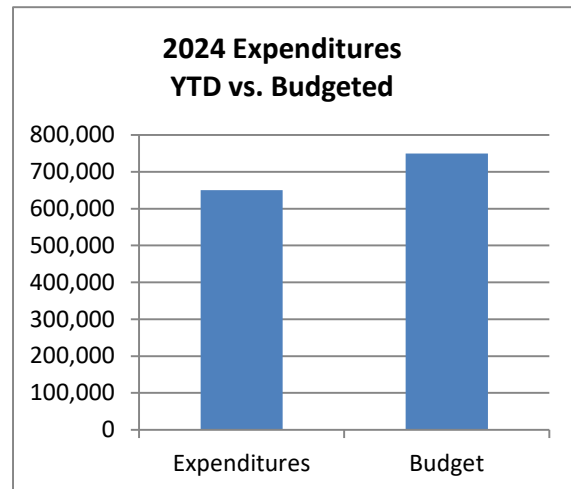
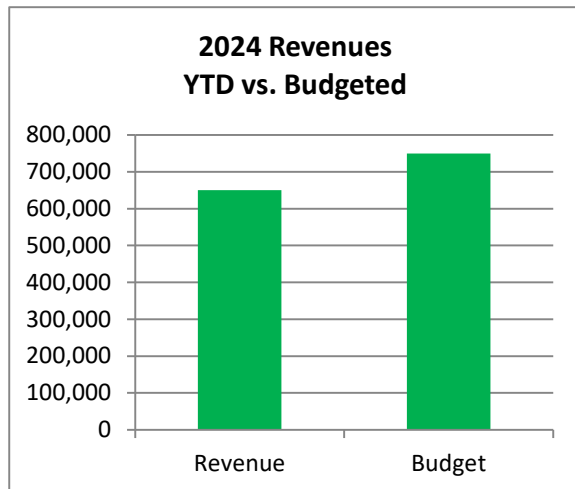
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending September 30, 2024
Unaudited

Item #5.

Tax Allocation Fund	2024 Actuals September	2024 Adopted Budget	% Complete
Beginning Fund Balance*	41,435	41,435	
<u>Revenues:</u>			
Taxes & Fees	650,061	750,000	86.7%
Earnings on Investment	-	-	
Total Operating Revenues	650,061	750,000	86.7%
<u>Expenditures:</u>			
Miscellaneous	650,061	750,000	86.7%
Total Expenditures	650,061	750,000	86.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	-	
Ending Fund Balance*	41,435	41,435	

* - Unaudited

75% of the fiscal year has elapsed



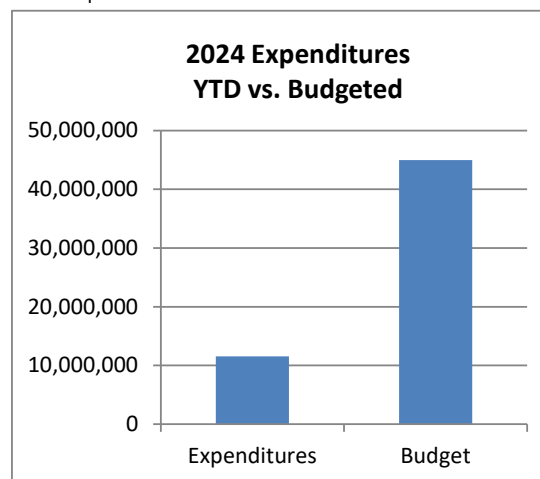
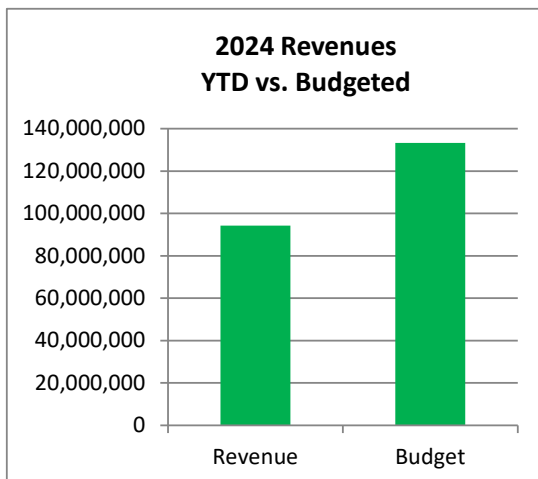
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending September 30, 2024
Unaudited

Item #5.

Water Fund	2024 Actuals September	2024 Adopted Budget	% Complete
Beginning Cash Balance*	23,450,653	23,450,653	
<u>Revenues:</u>			
Charges for Services	6,386,172	5,935,000	107.6%
Total Operating Revenues	6,386,172	5,935,000	107.6%
<u>Expenses:</u>			
Administration	215,429	304,100	70.8%
Operations	3,982,154	6,185,450	64.4%
Capital Outlay	6,714,317	37,477,500	17.9%
Depreciation	622,860	994,200	62.6%
Transfers Out	-	-	
Total Operating Expenses	11,534,760	44,961,250	25.7%
Operating Income (Loss)	(5,148,588)	(39,026,250)	
<u>Non-Operating Revenues (Expenses)</u>			
Tap Fees	3,100,247	1,397,933	221.8%
Capital Investment Fees	3,052,908	1,100,925	277.3%
Misc. Revenues	8,649,111	52,536,000	16.5%
Interest	994,574	250,000	397.8%
Debt Proceeds	72,000,000	72,000,000	100.0%
Total Non-Operating Revenues (Expenses)	87,796,839	127,284,858	69.0%
Excess (Deficiency) of Revenues and Other Sources over Expenses	82,648,251	88,258,608	
Ending Cash Balance*	106,098,904	\$ 111,709,261	

* - Unaudited

75% of the fiscal year has elapsed



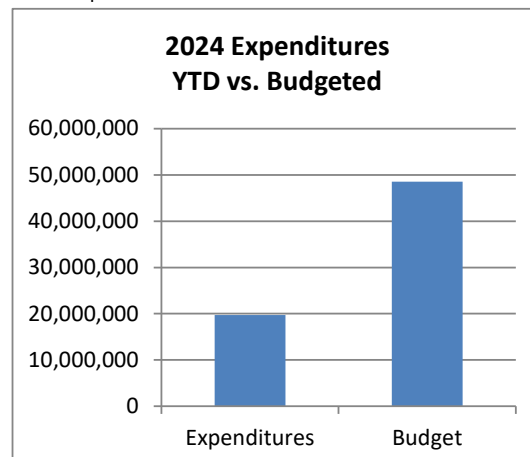
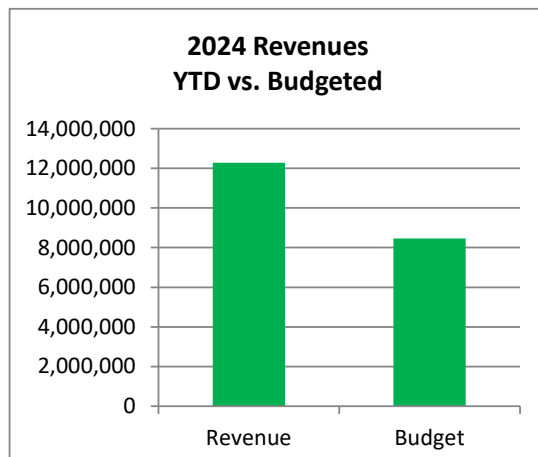
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending September 30, 2024
Unaudited

Item #5.

Sewer Fund	2024 Actuals September	2024 Adopted Budget	% Complete
Beginning Cash Balance*	66,814,600	66,814,600	
<u>Revenues:</u>			
Charges for Services	3,138,842	3,795,000	82.7%
Total Operating Revenues	3,138,842	3,795,000	82.7%
<u>Expenses:</u>			
Administration	203,719	292,100	69.7%
Operations	1,525,168	2,626,440	58.1%
Capital Outlay	16,015,075	41,722,500	38.4%
Depreciation	987,186	1,125,300	87.7%
Debt Service	956,325	2,767,650	34.6%
	-	-	
Total Operating Expenses	19,687,473	48,533,990	40.6%
Operating Income (Loss)	(16,548,631)	(44,738,990)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Improvement Fees	6,566,748	4,138,775	158.7%
Misc. Revenues	7,951	25,000	31.8%
Interest	2,569,156	500,000	513.8%
Transfers In/(Out)	-	-	
Total Non-Operating Revenues (Expenses)	9,143,856	4,663,775	196.1%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(7,404,775)	(40,075,215)	
Ending Cash Balance*	59,409,825	26,739,385	

* - Unaudited

75% of the fiscal year has elapsed



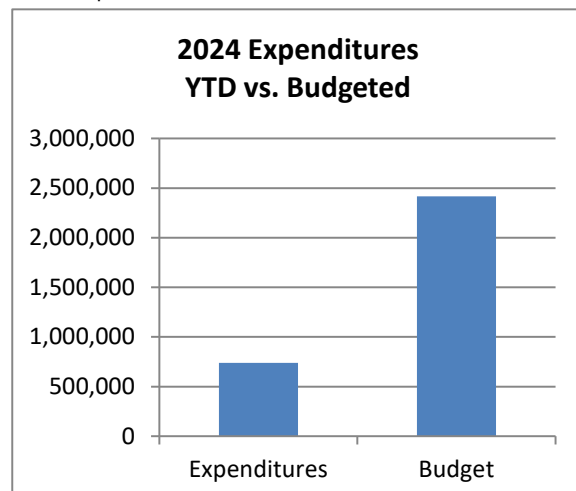
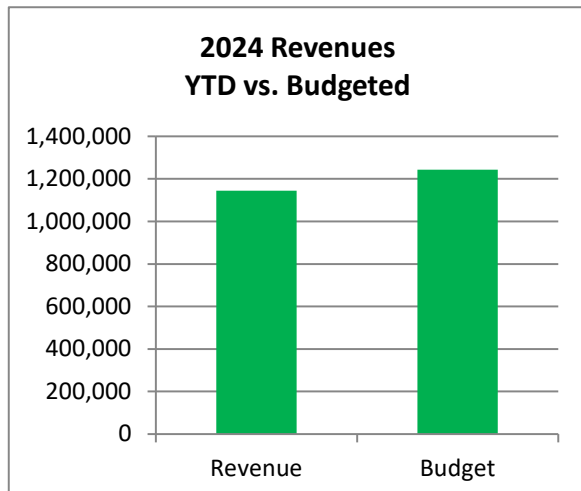
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending September 30, 2024
Unaudited

Item #5.

Drainage Fund	2024 Actuals September	2024 Adopted Budget	% Complete
Beginning Cash Balance*	4,384,176	4,384,176	
<u>Revenues:</u>			
Charges for Services	428,954	525,000	81.7%
Total Operating Revenues	428,954	525,000	81.7%
<u>Expenses:</u>			
Administration	112,036	164,390	68.2%
Operations	195,727	1,213,100	16.1%
Capital Improvements	432,284	1,038,400	41.6%
Transfer Out	-	-	
Total Operating Expenses	740,046	2,415,890	30.6%
Operating Income (Loss)	(311,092)	(1,890,890)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	600,433	220,000	272.9%
Misc. Revenues	27,258	457,560	6.0%
Interest	87,378	40,000	218.4%
Total Non-Operating Revenues (Expenses)	715,069	717,560	99.7%
Excess (Deficiency) of Revenues and Other Sources over Expenses	403,977	(1,173,330)	
Ending Cash Balance*	4,788,153	3,210,846	

* - Unaudited

75% of the fiscal year has elapsed



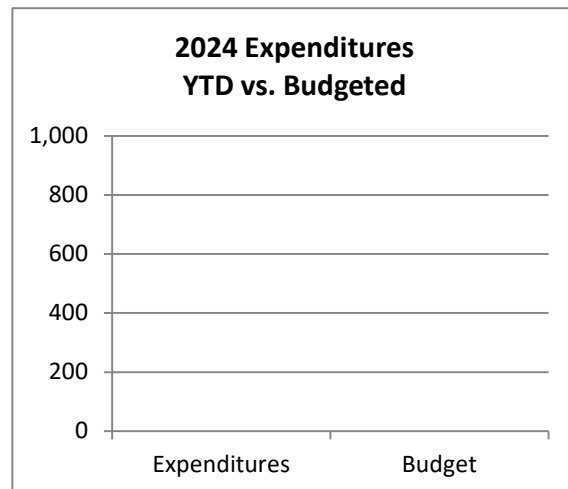
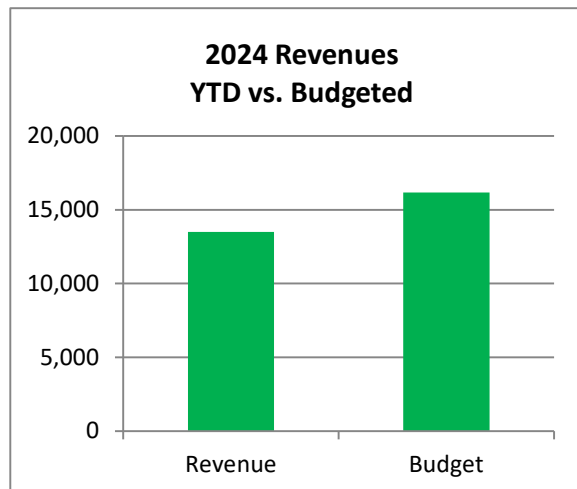
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending September 30, 2024
Unaudited

Item #5.

	2024 Actuals September	2024 Adopted Budget	% Complete
Cemetery Perpetual Fund			
Beginning Fund Balance*	186,210	186,210	
<u>Revenues:</u>			
Miscellaneous Revenue	8,389	12,560	66.8%
Earnings on Investment	5,109	3,600	141.9%
Total Operating Revenues	13,498	16,160	83.5%
<u>Expenditures:</u>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	13,498	16,160	
Ending Fund Balance*	199,708	202,370	

* - Unaudited

75% of the fiscal year has elapsed



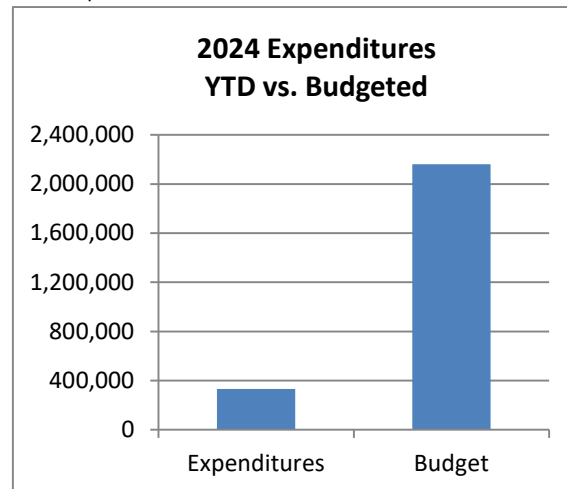
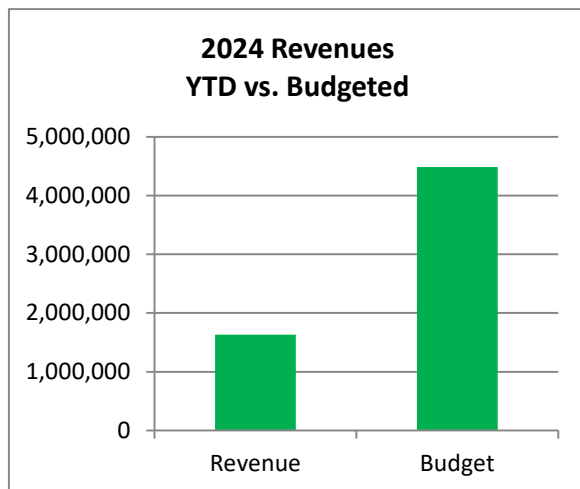
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending September 30, 2024
Unaudited

Item #5.

Library Fund	2024 Actuals September	2024 Adopted Budget	% Complete
Beginning Fund Balance*	10,610,421	10,610,421	
<u>Revenues:</u>			
Intergovernmental	175,802	1,292,842	13.6%
Miscellaneous Revenue	1,235	13,500	9.1%
Capital Investment Fees	696,726	373,950	186.3%
Interest	170,198	500,000	34.0%
<i>Transfers In</i>	<u>589,609</u>	<u>2,304,387</u>	25.6%
Total Operating Revenues	<u>1,633,570</u>	<u>4,484,679</u>	36.4%
<u>Expenditures:</u>			
Operations	331,614	2,161,500	15.3%
Capital Outlay	<u>-</u>	<u>-</u>	
Total Expenditures	<u>331,614</u>	<u>2,161,500</u>	15.3%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>1,301,956</u>	<u>2,323,179</u>	
Ending Fund Balance*	<u>11,912,377</u>	<u>12,933,600</u>	

* - Unaudited

75% of the fiscal year has elapsed



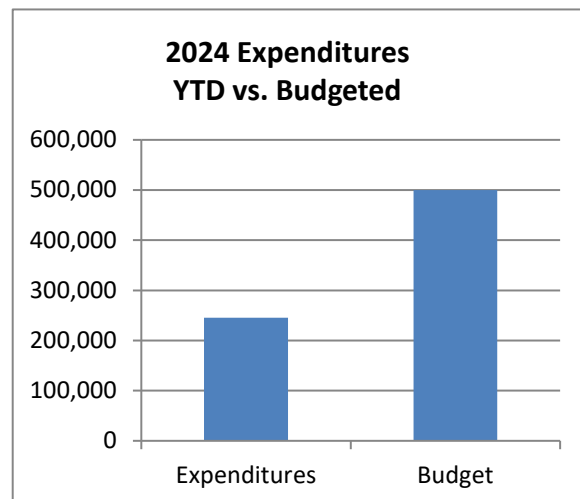
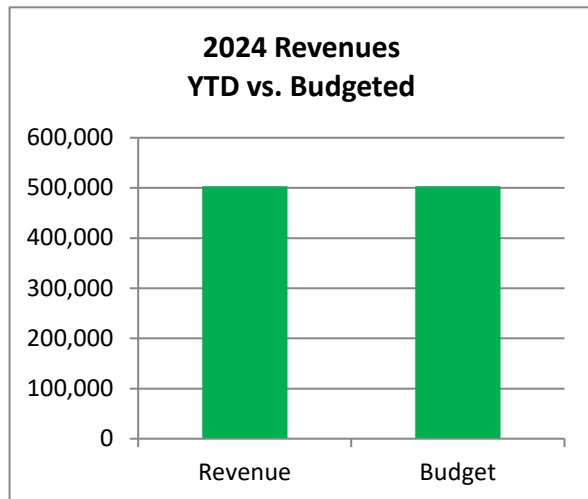
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending September 30, 2024
Unaudited

Item #5.

	2024 Actuals September	2024 Adopted Budget	% Complete
Recreation Center Fund			
Beginning Fund Balance*	23,587	23,587	
<u>Revenues:</u>			
State Grants	-	0	
Transfers In	503,000	503,000	100.0%
Earnings on Investment	-	-	
Total Operating Revenues	503,000	503,000	
<u>Expenditures:</u>			
Operations & Maintenance	245,553	500,000	49.1%
Capital Outlay	-	-	
Total Expenditures	245,553	500,000	49.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	257,447	3,000	
Ending Fund Balance*	281,034	26,587	

* - Unaudited

75% of the fiscal year has elapsed





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

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: October 21, 2024

SUBJECT: Amendment of Oil and Gas Lease Between Town of Johnstown and PDC Energy, Inc.

ATTACHMENTS:

1. Memorandum from Jeremy Scott, Special Counsel to the Town of Johnstown
2. Amendment of Oil and Gas Lease
3. Letter from Chevron (PDC Energy, Inc. Parent)
4. Order for Payment Authorization
5. Original Lease Agreement

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is an amendment to the lease agreement between the Town of Johnstown and PDC Energy, Inc. for oil and gas. The original lease was approved by Council on February 22, 2023 and executed by the Town Manager on March 20, 2023.

This amendment would include two changes to the initial lease agreement which includes:

- Total acreage leased by the Town to PDC from 27.6293 acres to 34.8529.
- Extension of the term length in the addendum from March 20, 2024 to March 20, 2026 due to a typographic error.

A memorandum is included with this correspondence from Special Counsel, Jeremy Scott who reviews Town Oil & Gas matters.

The original lease agreement was explored with two entities and PDC offered the most competitive and beneficial offer to the Town.

STRATEGIC PLAN ALIGNMENT:

Organizational Excellence & Public Trust

- *Strengthen public trust and confidence*
- Healthy & Resilient Economy
 - *Support the local labor market and work with partners to grow diverse employment opportunities*
- Natural & Built Environment
 - *Invest in, enhance, and conserve our parks, open spaces, agricultural areas and natural environment*

LEGAL ADVICE:

Special Counsel reviewed and assisted in drafting of the amendment presented.

FINANCIAL ADVICE:

An additional payment will take place for the increase in leased acres by PDC Energy.

RECOMMENDED ACTION: Approve the First Amendment to the lease agreement and authorize the Town Manager to execute the associated documents to approve the amendment.

Reviewed and Approved for Presentation,



Town Manager

MEMORANDUM

TO: Town of Johnstown, Town Council

FROM: Jeremy E. Scott, Esq.
Special Counsel to the Town of Johnstown

RE: (Proposed) Oil & Gas Lease Amendment – PDC/Chevron

DATE: October 16, 2024

Honorable Council Members:

The Town was approached by the consulting landman of PDC Energy, Inc. (“PDC”) (acquired by Chevron in 2023), regarding a request to execute an amendment (“the Amendment”) to that Paid-Up Oil and Gas Lease, entered on March 20, 2023, between the Town of Johnstown (the “Town”) and PDC Energy, Inc. (“the Lease”).

The Amendment would incorporate some changes to the lease language, but nothing that appears to be problematic. For your reference/consideration, I have attached copies of the original Lease and Addendum and the proposed Amendment.

The first proposed change would be the addition/inclusion of two additional tracts, totaling 6.0789 gross acres, and 2.0263 net mineral acres located in the Northeast quarter of Section 8, Township 4 North, Range 67 West. PDC’s attorney’s title opinion identified these tracts as unleased after entering the original offer to lease.

Two parcels are located on either side of Settler Way, between Castle Pines Avenue and Parrish Avenue (indicated on the first two pages of Exhibit A, attached hereto), and are legally described as:

Parcel 3:

Lot 1, Block 1, Johnstown Farms Filing No. 1 as depicted in that plat recorded at Reception No. 2974635 on August 2, 2002, located in the S/2NE/4 of Section 8, T4N, R67W, 6th P.M., containing 3.7991 acres, more or less.

Parcel 4:

The North 250 feet of Lot 1 Block 2, Johnstown Farms Filing No. 1 as depicted in that plat recorded at Reception No. 2974635 on August 2, 2002, located in the SE/4NE/4 of Section 8, T4N, R67W, 6th P.M., containing 2.2798 acres, more or less.

Three additional parcels are located in Sections 5 and 9 of Township 4 North, Range 67 West, and are legally described as:

Parcel 7 (Section 5):

The West 10 feet of Lot 5, Block 4, Mary C. Parish Addition to the Town of Johnstown as reflected on the map recorded at Reception No. 469022 on September 14, 1925, being a part of the NW/4SE/4 of Section 5, T4N, R67W,

6th P.M., containing 0.1203 acres, more or less. (Highlighted in green on page 3 of the attached Exhibit A, in the southwest corner of the Johnstown Middle School property, at the corner of North Greeley Avenue and North 2nd Street.)

Parcel 8 (Section 5):

The North 35 feet of Lots 1 through 11, Block 1, Second Addition to Parish Heights, as reflected on map recorded at Reception No. 333967 on August 30, 1920, being part of the S/2SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.6858 acres, more or less. (Highlighted in green on page 4 of the attached Exhibit A, North 1st Place, between North Estes Avenue and Columbine Avenue.)

Parcel 1 (Section 9):

Lots 5 and 6, Johnstown Colony, as depicted in that Plat recorded at Reception No. 708516 on March 23, 1935, located in the NW/4NW/4 of Section 9, T4N, R67W, 6th P.M., containing 0.3386 acres, more or less. (Indicated on page 5 of the attached Exhibit A, also known as 350 South Parrish Avenue.)

Additionally, the Amendment would revise the Addendum to the Lease to include the ACTUAL agreed upon addendum version. It appears the broker that was working on the original lease offer did not record the addendum that all parties agreed upon.

Finally, the Amendment would extend the term length in the Addendum from March 20, 2024, to March 20, 2026. It appears the date was incorrectly drafted in the recorded addendum and PDC would like to correct the date to represent the agreed upon 3-year term of the lease agreement.

The original Addendum read:

“This Lease shall remain in force for a primary term of three (3) years from 12:00 A.M. March 20, 2023 (effective date) to 11:59 P.M. March 20, 2024 (last day of primary term) and shall continue beyond

The new Addendum will read:

“This Lease shall remain in force for a primary term of three (3) years from 12:00 A.M. March 20, 2023 (effective date) to 11:59 P.M. March 20, 2026 (last day of primary term) and shall continue beyond . . .”

Our firm’s position is that the proposed changes under the Amendment benefit the Town financially and we do not know of a reason why the Town should not cooperate with the operator and execute the same. That said, we stand behind the Town in its consideration and final determination on this matter.

If the Town approves the proposed changes, we will coordinate closing with PDC and ensure that the Amendment is properly recorded in the records of the Clerk and Recorder of Weld County. Conversely, if the Town wishes to take another path, then please let us know what that is and any instructions for communicating with PDC as we move forward.

With respect to new attorney fees incurred for review of the Amendment and coordination with PDC, I am advised that PDC’s protocol for reimbursing attorney fees is to pay the Town directly after the Town has paid its attorney fees; a letter from PDC/Chevron confirming the same is

enclosed herewith. Thus, unless directed otherwise, this firm will issue a final reconciliation bill to the Town that, in turn, can be forwarded directly by the Town to PDC for reimbursement.

Thank you for giving this office an opportunity to serve you. Please advise whether you need further clarification and/or assistance on this matter.

AMENDMENT OF OIL AND GAS LEASE

STATE OF COLORADO §
 § **KNOW ALL MEN BY THESE PRESENT:**
COUNTY OF _____ §

This Amendment of Oil and Gas Lease ("Agreement") entered into this _____ day of _____ 2024, by Town of Johnstown whose address is P.O. Box 609, 101 W. Charlotte St., Johnstown, CO 80534, (herein referred to as "Lessor"), and PDC Energy, Inc., a Delaware Corporation, whose address is 1099 18th Street, Suite 1500, Denver, CO 80202 (herein referred to as "Lessee").

Recitals

WHEREAS, Town of Johnstown (Original Lessor) and PDC Energy, Inc. (Original Lessee) entered into that certain Paid-Up Oil and Gas Lease (herein referred to as the "Lease") dated March 20, 2023, (herein referred to as the "Effective Date"), recorded at Reception No. 4892233, of the Official Public Records of Weld County, Colorado; and

WHEREAS, said Lease burdens the following described lands (herein referred to as the "Lands"):

Township 4 North, Range 67 West of the 6th PM
Sections 3, 4, 5 & 8: Those lands described on Exhibit A, attached hereto and made a part hereof.

...Containing approximately 27.6293 gross acres, more or less, and subject to all existing easements and rights of way of record...

WHEREAS, said Lease is now owned by PDC Energy, Inc.

Agreement

NOW THEREFORE, in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor(s) and Lessee do hereby agree, by the execution hereof, and do hereby modify and amend the lease as follows:

1. **Lease Amendment.** The Lease shall be and is hereby modified and amended and as follows:
 - a. By deleting the gross acres of 27.6293 and replacing with gross acres of 34.8529.
 - b. By deleting Exhibit "A" - Addendum of the Lease and replacing it with Exhibit "A" - Addendum of this Amendment.
 - c. By deleting Exhibit "A" of the Lease and replacing it with Exhibit "A" of this Amendment.
 - d. **Ratification of Lease.** Lessor(s) and Lessee do hereby further ratify, adopt, and confirm the Lease as hereby amended, as a valid and subsisting Lease and the undersigned Lessor(s) do hereby grant, demise, lease, and let unto Lessee, the present owner of said Lease, the premises described above, subject to and in accordance with all of the terms and provisions of said Lease as hereby amended.
 - e. **Lease Remains in Effect.** Except as expressly modified and amended herein, the Lease shall remain in full force and effect as originally written and will continue to govern the rights and obligations of Lessor(s) and Lessee.
 - f. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Lessor(s) and Lessee, and each of their respective heirs, legal representatives, successors and assigns.
 - g. **Multiple Counterparts.** This Agreement may be executed in any number of counterparts and shall be binding on each party executing the same to the same extent as if all parties had executed one instrument. Such counterparts may be recorded separately or may be combined to form one instrument for recording purposes.

All amendments to the Lease outlined in this Agreement are to be effective as March 20, 2023.

Executed this _____ day of _____, 2024.

PDC ENERGY, INC.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before my this ____ day of _____, 20____, by _____ as _____ of **PDC Energy, Inc.**, a Delaware corporation, on behalf of such corporation.
(SEAL)

Notary Public, State of _____

My Commission Expires: _____

LESSOR(S):

TOWN OF JOHNSTOWN, COLORADO

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as his/her free act and deed for the purposes set forth hereinabove.
(SEAL)

Notary Public, State of _____

My Commission Expires: _____

Exhibit "A"

ADDENDUM

This Addendum is attached to and by this reference made a part of that certain Oil & Gas Lease made the 20th day of March 2023 (the "Lease"), and effective as of March 20, 2023 (the "Effective Date"), by and between the Town of Johnstown, Colorado, as Lessor and PDC Energy, Inc., as Lessee.

In the event of a conflict or inconsistency between the printed terms of the Lease and the terms of this Addendum, the terms of this Addendum shall govern and control and shall be deemed to supersede the printed terms of the Lease.

1. **Lessor.** The Lessor is the Town of Johnstown, whose address is 450 S. Parish Ave., Johnstown, CO 80534.
2. **Lease Term.** The following printed provision in this Lease in Paragraph 1 is hereby deleted in its entirety:

"Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises, or lands pooled or unitized therewith, or as long as Operations, as defined below, are being conducted at the end of the primary term and are continuously prosecuted thereafter in accordance with Section 5 below. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. The term "Operations" shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith, including without limitation, (i) drilling and completing or any act preparatory to drilling and completing (such as testing, fracking, obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the leased premises; (iv) contracting for marketing services and sale of oil or gas; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises. Operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days elapses between (a) the cessation of Operations or the permanent cessation of all production from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, and (b) either the commencement of Operations or the restoration of production. Operations shall be deemed to have commenced for a new well at such time as the construction of the wellsite location or the road which provides access to the wellsite location has been initiated."

Paragraphs 5 and 19 of the Lease are also deleted in their entirety. Paragraphs 5, 19, and the above-described provision are hereby replaced with the following:

"This Lease shall remain in force for a primary term of three (3) years from 12:00 A.M. March 20, 2023 (effective date) to 11:59 P.M. March 20, 2026 (last day of primary term) and shall continue beyond the primary term as to the entirety of the leased premises if

one of the following “Operations” is satisfied on or before the end of the primary term, on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith: (i) actual drilling operations are commenced, in search of oil, gas, or their constituents, (ii) a well capable of production is completed, or (iii) at least ninety (90) days prior to the end of the primary term, Lessee tender to Lessor payment equal to the initial consideration (i.e., bonus) given for the execution of this Lease, whereby such payment shall extend the primary term of this Lease by an additional two (2) years. If, at the expiration of the primary term of this Lease, oil or gas is not being produced on the leased premises, or lands pooled or unitized therewith, but Lessee is then engaged in drilling, re-working, completing, equipping, or dewatering operations on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith, then this Lease shall continue in force so long as such operations are being continuously prosecuted on the leased premises, or lands pooled or unitized therewith; and such operations shall be considered to be continuously prosecuted if not more than ninety (90) consecutive days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling, completion, equipping, or re-working operations within ninety (90) days from the date of cessation of production, or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this Lease, this Lease shall continue in force so long as oil or gas is produced from the leased premises, or lands pooled or unitized therewith.”

3. **Royalty.** The printed provision in this Lease at Paragraph 2 is hereby deleted in its entirety, and replaced with the following:

“1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on the Premises, the equal 20% part of all oil produced and saved from the leased premises.

2nd. The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of twenty percent (20%) of the gas sold or used, provided that on gas sold the royalty shall be twenty percent (20%) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders.

3rd. In calculating royalties on production hereunder, Lessee may deduct Lessor’s proportionate part of any ad valorem, production and excise taxes.”

4th. Lessee shall make or cause to be made payment of any sum due as Royalty within ninety (90) days following the month of production for which the Royalty is due and owing.

4. **Post-Production Costs.** In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas of the leased premises, lessee in computing royalty hereunder may not deduct from such price the actual charge incurred by lessee for each of such functions performed. However, if an unaffiliated third party compresses, treats, purifies, dehydrates, or processes such gas (whether on or off the leased premises) or transports gas off the leased premises, then Lessee shall pay Lessor a 20% royalty on the net proceeds received by lessee after accounting for such third party charges.
5. **Shut-In.** The printed provision in this Lease at Paragraph 6 is hereby deleted in its entirety and replaced with the following:

“If after the primary term one or more wells on the leased premises are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or production therefrom is not being sold by Lessee, and this Lease is not being held by production or otherwise under the Lease, such well or wells shall nevertheless be deemed to be producing for the purposes of maintaining this Lease. If for a period of sixty (60) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, including dewatering of coalbed gas, the Lessee shall pay an aggregate shut-in royalty of thirty dollars (\$30.00) per acre then covered by this Lease, such payment to be made to Lessor on or before the anniversary date of this Lease next ensuing after the expiration of the said sixty (60) day period and thereafter on or before each anniversary of date of this Lease while the well or wells are shut in or production therefrom is not being sold by Lessee. Lessee shall have no right to maintain this Lease by payment of shut-in gas royalty for any one shut-in period greater than two (2) consecutive years.”

6. **Delay.** The printed provision in this Lease, Paragraph 15, is hereby deleted in its entirety and replaced with the following:

“All covenants and conditions of this Lease shall be subject to all laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas or other substance covered hereby. When operations or production are delayed or interrupted by such laws, rules, regulations or orders, or by fire, storm, flood, war, rebellion, insurrection or riot, within thirty (30) days of such delay Lessee shall notify Lessor of the delay in writing, at which point the time of such delay or interruption shall not be counted against Lessee relative to any covenants or conditions hereunder and this Lease shall remain in force during such delay and for ninety (90) days after the end of the delay, notwithstanding anything in this Lease to the contrary. Lessee shall not be liable for breach of any provisions, conditions, or implied covenants of this Lease when operations are so prevented or delayed.”

7. **Right to Redeem.** The printed provision in this Lease at Paragraph 16 is hereby deleted in its entirety and replaced with the following:

“Lessor hereby agrees that Lessee shall have the right to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of Lessor’s default of payment on said mortgages, taxes or other liens. If Lessee redeems any such mortgages, taxes or other liens, Lessee may recover any amount expended out of Lessor’s royalties or shut-in royalties.”

In addition to the foregoing amendments, the following provisions are added to this Lease:

1. **No Surface Operations Clause.** The parties hereto agree that Lessee shall not have the right to drill wells, construct pipelines, construct access roads and/or install any other facilities on the leased premises, nor shall Lessee have the right of ingress to or egress from the leased premises.
2. **No Storage Rights Clause.** Notwithstanding anything herein contained to the contrary, Lessee agrees that the leased premises shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this Lease is hereby deleted. If Lessor wishes to enter into an agreement regarding gas storage using the leased premises with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party's offering within 30 days of receipt of notice from Lessor.
3. **Oil & Gas Only.** Notwithstanding anything herein contained to the contrary, this Lease shall be deemed to cover only oil and gas and associated hydrocarbons produced through the wellbore.
4. **No Warranty of Title.** Notwithstanding anything herein contained to the contrary, this Lease is given and granted without warranty of title, express or implied.
5. **Disposal and Injection Wells.** The parties hereto agree that Lessee shall not have the right to drill, construct, or maintain disposal or injection wells on or under the leased premises.
6. **Retained Acreage.** Notwithstanding anything contained in this Lease to the contrary, at the expiration of the primary term, or upon the cessation of drilling, completion, equipping, or reworking operations sufficient to maintain this Lease beyond the primary term in the absence of production, whichever is the later, this Lease shall automatically terminate and revert to Lessor, its successors and assigns, without re-entry, SAVE AND EXCEPT as to that portion of the leased premises, if any, that is then included in a drilling and spacing unit, wellbore spacing unit, or other unit approved by the governmental authority having jurisdiction. Within sixty (60) days after the date this Lease shall terminate, in whole or in part, as provided herein or in any other provision of this Lease, Lessee shall execute and deliver to Lessor an instrument of designation in recordable form acknowledging such termination and its release of the Lease as to the terminated acreage.
7. **Compliance Clause.** Lessee's operations on the leased premises shall comply with all applicable federal and state regulations.
8. **Hold Harmless Clause.** Lessee agrees it will protect and save and keep Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, occasioned by the neglect of Lessee, and Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, damage or expense, including any injury to any person or property whomsoever or whatsoever arising out of or caused by Lessee.
9. **Controlling Document.** All provisions of this Lease and Lease Addendum shall be interpreted together and in harmony with one another. The terms of the Lease Addendum shall govern when any provision of the Lease and Lease Addendum are inconsistent with one another or are in conflict.
10. **Notice of Assignment.** Not less than thirty (30) days from and after any assignment of this Lease, Lessee shall provide written notice to Lessor of the assignment and the contact information for the subsequent Lessee.

EXHIBIT “A”

This Exhibit is attached to that certain Paid-Up Oil & Gas Lease dated March 20th, 2023, between The Town of Johnstown, as Lessor and PDC Energy, Inc., as Lessee, for the purposes of providing the legal description of the premises in the lease.

Township 4 North - Range 67 West, 6th PM, Weld County, Colorado
Section 3, the following 2 Tracts:

Tract 1: 13.00 acres, more or less, described by metes and bounds in that certain Warranty Deed, dated March 14, 1963, from COLORADO ALFALFA PRODUCTS COMPANY to THE TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, recorded at Reception No. 1405200, Weld County, Colorado.

Tract 2: 7.0001 acres, more or less, described by metes and bounds in that certain Warranty Deed, dated March 8, 1973, from COLORADO ALFALFA PRODUCTS COMPANY to THE TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, recorded at Reception No. 1609103, Weld County, Colorado.

. . . Containing approximately 20.0001 gross acres

Township 4 North - Range 67 West
Section 4, the following 2 Parcels:

Parcel 1:

Lot 1, Block 1, Public Works Facility Subdivision, containing 1.4672 acres, more or less

Parcel 2:

Lots 1 through 6, Block 2, Great Western Addition, containing 0.4821 acres, more or less

Township 4 North - Range 67 West
Section 5, the following eight (8) parcels:

Parcel 1:

Block 13 of Mary C Parish Addition according to the plat thereof dated 8/29/1925 and recorded at Reception No 469022, Weld County, Colorado, containing 2.21 acres, more or less.

Parcel 2:

The South 70 feet of Lot 8, Block 12 of Mary C Parish Addition according to the plat thereof dated 8/29/1925 and recorded at Reception No 469022, Weld County, Colorado, containing 0.0790 acres, more or less

Parcel 3:

The East 65 feet of Lots 4-6, Block 3 of First Addition to Parish Heights according to the plat thereof dated 9/3/1908 and recorded at Reception No 132170, Weld County, Colorado, containing 0.2240 acres, more or less

Parcel 4:

Lot 1, Being a Replat of Block 2, Map of Johnstown, situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, Colorado, containing 0.06 acres, more or less

Parcel 5:

Lot 2, Being a Replat of Block 2, Map of Johnstown, situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, State of Colorado, containing 0.169 acres, more or less

Parcel 6:

Lot 3, Being a Replat of Block 2, Map of Johnstown, situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, State of Colorado, containing 0.726 acres, more or less

Parcel 7:

The West 10 feet of Lot 5, Block 4, Mary C. Parish Addition to the Town of Johnstown as reflected on the map recorded at Reception No. 469022 on September 14, 1925, being a part of the NW/4SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.1203 acres, more or less

Parcel 8:

The North 35 feet of Lots 1 through 11, Block 1, Second Addition to Parish Heights, as reflected on map recorded at Reception No. 333967 on August 30, 1920, being part of the S/2SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.6858 acres, more or less

Township 4 North - Range 67 West
Section 8, the following four (4) Parcels:

Parcel 1:

2.0730 acres, more or less, situated in the NW/4 of Section 8, T4N R67W, 6th PM, Weld County Colorado, as described in that certain Warranty Deed dated 7/08/1985 from CHESTER T. HAYS to TOWN OF JOHNSTOWN, recorded at Reception No. 2018415 of the Weld County Clerk and Recorder's office.

Parcel 2:

A tract or parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Section 8; Thence N 89°09'43" W, along the north line of the northeast quarter of Section 8, a distance of 34.81 feet to the northeast property corner as described in Reception No. 2893088 of the Weld County Clerk and Recorder's Office, said point being the TRUE POINT OF BEGINNING;

1. Thence N 89°09'43" W, continuing along the north line of the Northeast quarter of Section 8, a distance of 100.04 feet;
2. Thence S 0°51'23" E, parallel with the east line of the northeast quarter of Section 8, a distance of 60.03 feet;
3. Thence S 89°09'43" E, parallel with the north line of the northeast quarter of Section 8, a distance of 100.04 feet to the existing west right of way line of Parish Avenue (April, 2005);
4. Thence N 0°51'23" W, along said existing west right of way line of Parish Avenue, a distance of 60.03 feet, more or less, to the TRUE POINT OF BEGINNING.

The above-described parcel contains 0.138 acres (6003 square feet), more or less.

Basis of Bearings: All bearings are based on a line connecting the N ¼ corner of Section 8, T04N-R67, 6th P.M. (2 ½" alum. cap in range box – LS 20676) and the NE corner of Section 8, (2 ½" alum. cap in range box – 20676) as bearing S 89°09'43" E.

Parcel 3:

Lot 1, Block 1, Johnstown Farms Filing No. 1 as depicted in that plat recorded at Reception No. 2974635 on August 2, 2002, located in the S/2NE/4 of Section 8, T4N, R67W, 6th P.M., containing 3.7991 acres, more or less

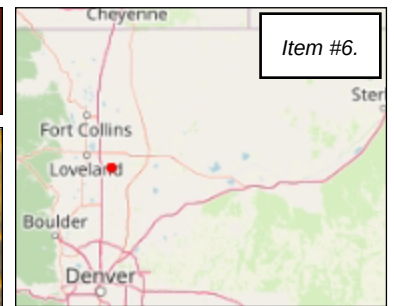
Parcel 4:

The North 250 feet of Lot 1 Block 2, Johnstown Farms Filing No. 1 as depicted in that plat recorded at Reception No. 2974635 on August 2, 2002, located in the SE/4NE/4 of Section 8, T4N, R67W, 6th P.M., containing 2.2798 acres, more or less

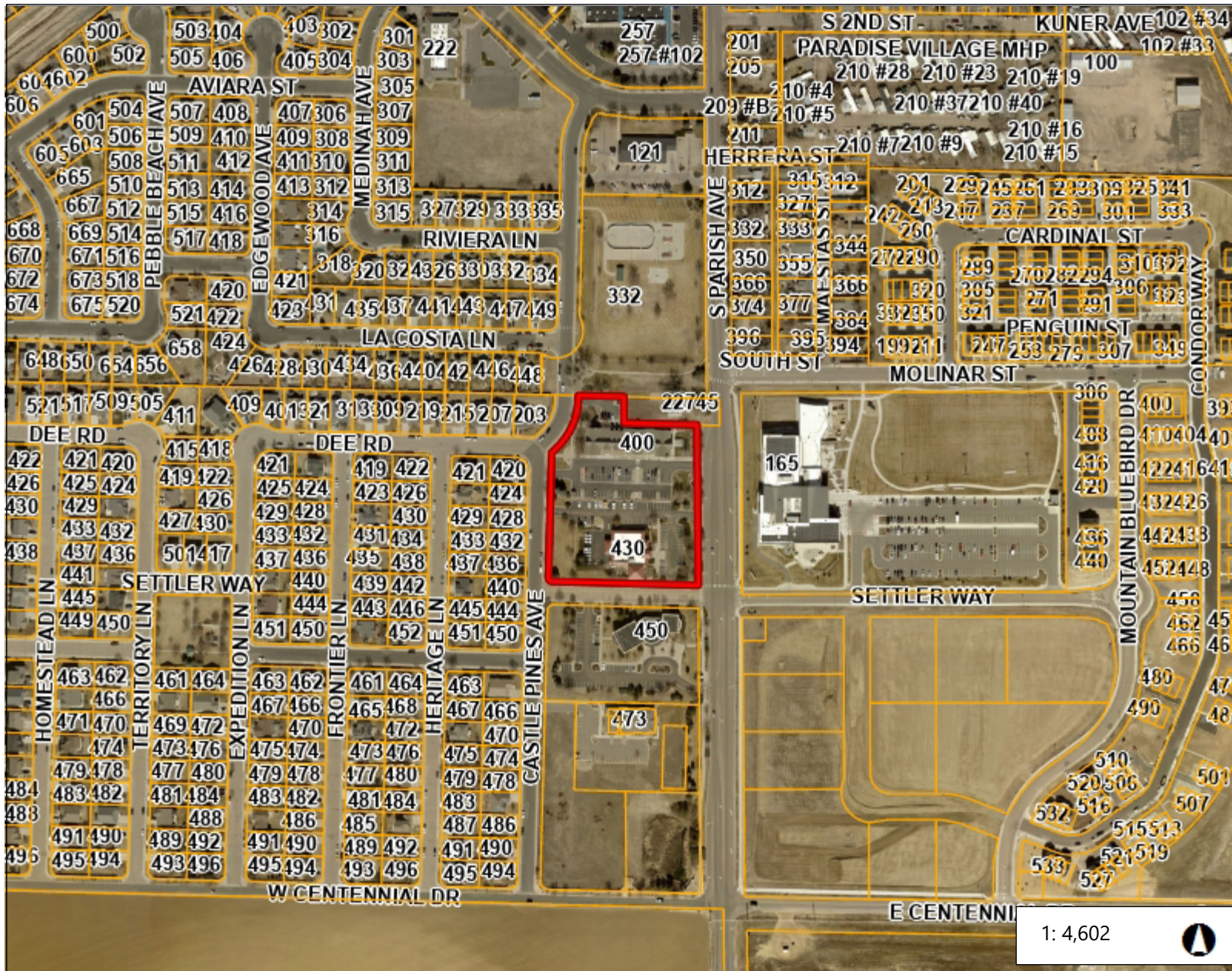
Township 4 North - Range 67 West
Section 9:

Parcel 1:

Lots 5 and 6, Johnstown Colony, as depicted in that Plat recorded at Reception No. 708516 on March 23, 1935, located in the NW/4NW/4 of Section 9, T4N, R67W, 6th P.M., containing 0.3386 acres, more or less



Item #6.



Legend

- Parcels
- Highway
- County Boundary

Notes

1: 4,602



767.0 0 383.52 767.0 Feet



Legend

- Parcels
- Highway
- County Boundary

Notes

383.5 0 191.76 383.5 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



Parcel 7 Twp 4N R67W Sec 5 W 10 ft L5 B4



Item #6.



1: 3,351



Legend

-  Parcels
-  Highway
-  Township / Range
-  Section
-  County Boundary

Notes

558.6	0	279.28	558.6	Feet
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WGS_1984_Web_Mercator_Auxiliary_Sphere
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Parcel 8 Twp 4N R67W Sec 5



Item #6.



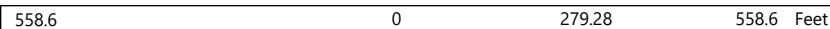
Legend

-  Parcels
-  Highway
-  Township / Range
-  Section
-  County Boundary

1: 3,351



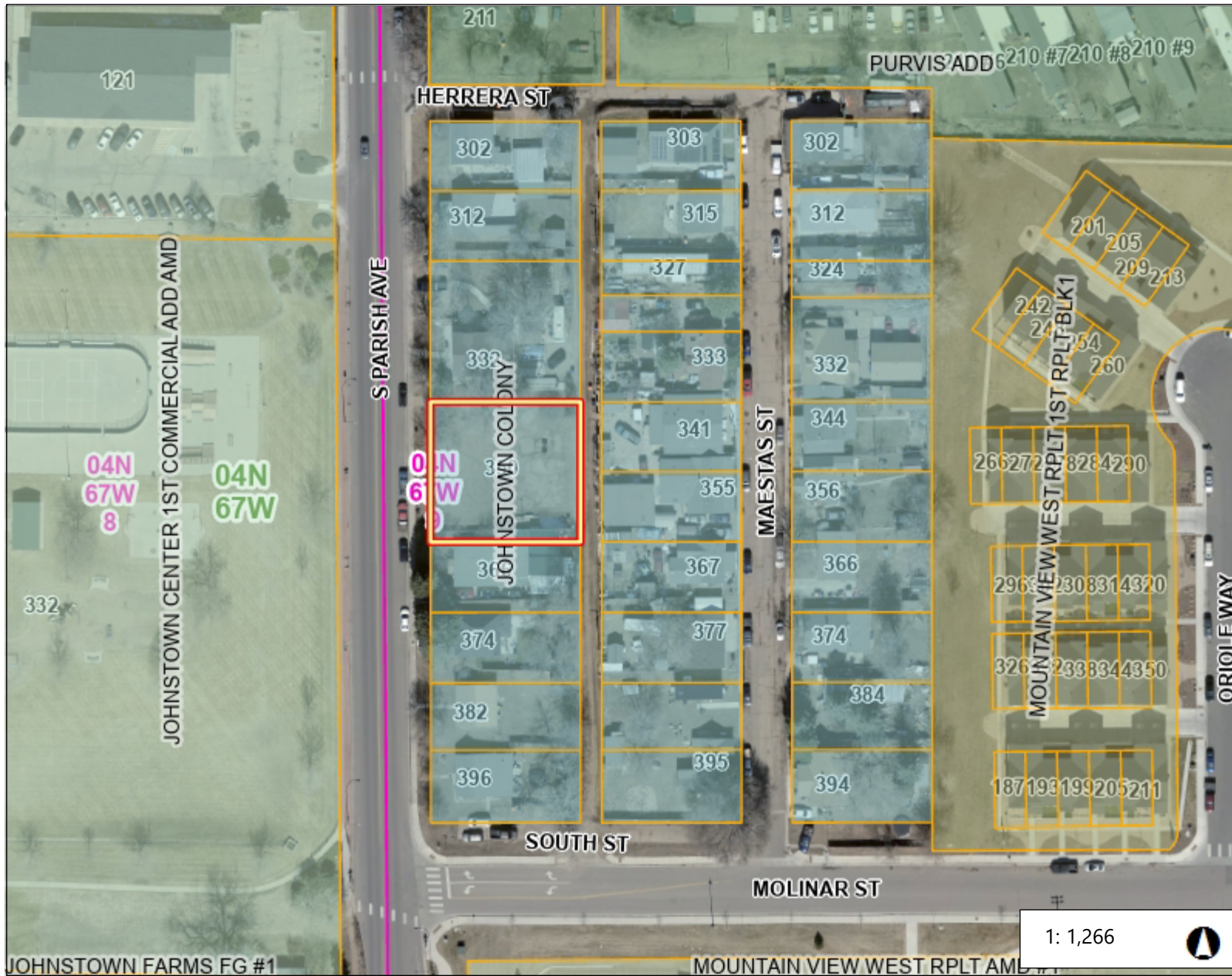
Notes



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THIS MAP IS NOT TO BE USED FOR NAVIGATION



1: 1,266



211.0 0 105.49 211.0 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



Item #6.

Legend

- Parcels
- Highway
- Township / Range
- Section
- County Boundary

Notes



May 9, 2024

Town of Johnstown
P.O. Box 609, 101 W. Charlotte St.
Johnstown, CO 80534

**RE: Request for Amendment of Oil and Gas Lease related to:
Paid-up Oil and Gas Lease at Rec. No. 4892233 (“subject lease”)**

Dear Lessor,

Upon review of the subject lease, PDC Energy, Inc. (“PDC”) would like to request an Amendment of Oil and Gas Lease (“Amendment”) related to the following items:

1. PDC is requesting the inclusion of five (5) additional tracts totaling 7.2236 gross acres and 3.1710 net acres located in 4N-67W 05 Part of the NE/4, 4N-67W 08 Part of the NE/4 and 4N-67W 09 Part of the NW/4. See the tracts below.

Tract 1

The West 10 feet of Lot 5, Block 4, Mary C. Parish Addition to the Town of Johnstown as reflected on the map recorded at Reception No. 469022 on September 14, 1925, being a part of the NW/4SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.1203 acres, more or less

Tract 2

The North 35 feet of Lots 1 through 11, Block 1, Second Addition to Parish Heights, as reflected on map recorded at Reception No. 333967 on August 30, 1920, being part of the S/2SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.6858 acres, more or less

Tract 3

Lot 1, Block 1, Johnstown Farms Filing No. 1 as depicted in that plat recorded at Reception No. 2974635 on August 2, 2002, located in the S/2NE/4 of Section 8, T4N, R67W, 6th P.M., containing 3.7991 acres, more or less

Tract 4

The North 250 feet of Lot 1 Block 2, Johnstown Farms Filing No. 1 as depicted in that plat recorded at Reception No. 2974635 on August 2, 2002, located in the SE/4NE/4 of Section 8, T4N, R67W, 6th P.M., containing 2.2798 acres, more or less

Tract 5

Lots 5 and 6, Johnstown Colony, as depicted in that Plat recorded at Reception No. 708516 on March 23, 1935, located in the NW/4NW/4 of Section 9, T4N, R67W, 6th P.M., containing 0.3386 acres, more or less

2. Revise the Addendum of the lease to include the ACTUAL agreed upon addendum version. It appears the broker that was working on the original lease did not record the addendum that all parties agreed upon.
3. Revise the term length in the addendum from March 20, 2024, to March 20, 2026. It appears the date was incorrectly drafted in the recorded addendum and PDC would like to correct the date to represent the agreed upon 3-year term of the lease agreement.

Enclosed is the proposed Amendment for your review. If acceptable, kindly execute same in the presence of a notary public. Keep one original for your records and return one to the undersigned in the enclosed



envelope along with the completed Order for Payment. Upon receipt PDC shall review and confirm your ownership. Upon ownership confirmation and final management approval PDC shall forward a check for the applicable bonus payment in full in the amount of \$3,500.00 per mineral acre.

For purposes of this Amendment request, PDC has agreed to reimburse Lessor its actual, reasonable legal fees actually incurred in the preparation, drafting, and negotiation of the Amendment, which are not to exceed an amount equal to \$2,500.00. A copy of the attorney's invoice, itemized and reasonably detailed, can be provided to PDC together with a written request for reimbursement of such attorney's fees actually incurred. On approval of said attorney invoice and in no event prior to Town of Johnstown's execution of this letter and the Amendment, PDC will make payment to Town of Johnstown by check within thirty (30) business days of receipt of invoice. Payment is deemed complete upon mailing or dispatch. Please acknowledge your consent to this letter by signing and dating below.

Thank you for your time and consideration of this request. If you have any questions, we can be reached at 817-550-3756 or by email at Shane.Garza@pdce.com or contact Taylor Hulbert at 303-381-9368 or by email at Taylor.Hulbert@chevron.com.

Kind Regards,

Shane Garza

Shane Garza
Consulting Landman for PDC Energy, Inc.

I/we recognize the attorney fee reimbursement structure, and I/we consent to those terms.

LESSOR(S):

TOWN OF JOHNSTOWN, COLORADO

By: _____

Name: _____

Title: _____

Date: _____

PDC ENERGY, INC.

By: _____

Name: _____

Title: _____

Date: _____



ORDER FOR PAYMENT

Invoice No: _____

On approval of the Amendment of Oil and Gas Lease associated herewith and on approval of title to same, PDC Energy, Inc., will make payment as indicated herein, by check, within 45 business days of receipt of the original fully executed Order of Payment and the Agreement (Amendment of Oil and Gas Lease). Payment is deemed complete upon mailing or dispatch. No default shall be declared for failure to make payment until 10 days after receipt of written notice from payee of intention to declare such default.

If the Amendment of Oil and Gas Lease referenced herein covers less than the entire undivided interest in the oil and gas or other rights in such land, then the dollar amount listed herein shall be paid to the Lessor (Payee) only in the proportion which the interest in said lands covered by the Agreement bears to the entire undivided interest therein. Further, should Lessor own more or less than the net interest defined here, Lessee (PDC) shall increase or reduce the dollar amount payable hereunder proportionately.

Lessor and Lessee agree that, when Lessor executed the Amendment of Oil and Gas Lease, Lessor and Lessee entered into a binding contract that, among other things, leases the lands listed in the Amendment of Oil and Gas Lease to Lessee. Lessee agrees to pay Lessor the bonus consideration for the Lease subject to Lessee verifying Lessor's net mineral acre ownership, as determined solely by Lessee.

PAYEE: Town of Johnstown

AMOUNT: \$11,098.50

ADDRESS: P.O. Box 609, 101 W. Charlotte St., Johnstown, CO 80534

This payment constitutes bonus consideration for the Amendment of Oil and Gas Lease, covering the following described lands in Weld County, Colorado:

Township 4 North, Range 67 West of the 6th PM

Section 5: The West 10 feet of Lot 5, Block 4, Mary C. Parish Addition to the Town of Johnstown as reflected on the map recorded at Reception No. 469022 on September 14, 1925, being a part of the NW/4SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.1203 acres, more or less

Township 4 North, Range 67 West of the 6th PM

Section 5: The North 35 feet of Lots 1 through 11, Block 1, Second Addition to Parish Heights, as reflected on map recorded at Reception No. 333967 on August 30, 1920, being part of the

S/2SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.6858 acres, more or less

Township 4 North, Range 67 West of the 6th PM

Section 8: Lot 1, Block 1, Johnstown Farms Filing No. 1 as depicted in that plat recorded at Reception No. 2974635 on August 2, 2002, located in the S/2NE/4 of Section 8, T4N, R67W, 6th P.M., containing 3.7991 acres, more or less

Township 4 North, Range 67 West of the 6th PM

Section 8: The North 250 feet of Lot 1 Block 2, Johnstown Farms Filing No. 1 as depicted in that plat recorded at Reception No. 2974635 on August 2, 2002, located in the SE/4NE/4 of Section 8, T4N, R67W, 6th P.M., containing 2.2798 acres, more or less

Township 4 North, Range 67 West of the 6th PM

Section 9: Lots 5 and 6, Johnstown Colony, as depicted in that Plat recorded at Reception No. 708516 on March 23, 1935, located in the NW/4NW/4 of Section 9, T4N, R67W, 6th P.M., containing 0.3386 acres, more or less

Gross Acres: 7.2236 Net Acres: 3.1710

PDC Energy, Inc. Lessor(s)

TOWN OF JOHNSTOWN, COLORADO

By: _____

Name: _____

Title: _____

Producers 88
Rocky Mountain 1989
(Paid-Up Rev. 1996)

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 20 day of March, 2023, but effective the 20 day of February, 2023, by and between **Town of Johnstown** whose address is PO Box 609, 101 W. Charlotte St., Johnstown, Co. 80534 hereinafter called lessor (whether one or more), and PDC Energy, Inc. whose address is 1775 Sherman Street Suite 3000 Denver, Colorado 80203, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of ***TEN AND MORE*** dollars (\$10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Weld, State of Colorado described as follows, to-wit (the "leased premises"):

Township 4 North - Range 67 West, 6th PM

Sections 3, 4, 5 & 8: Those lands described on Exhibit A, attached hereto and made a part hereof.

... Containing approximately 27.6293 gross acres More or Less and subject to all existing easements and rights of way of record,

In addition, the leased premises shall include and lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of Three (3) years (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises, or lands pooled or unitized therewith, or as long as Operations, as defined below, are being conducted at the end of the primary term and are continuously prosecuted thereafter in accordance with Section 5 below. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. The term "Operations" shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith, including without limitation, (i) drilling and completing or any act preparatory to drilling and completing (such as testing, fracking, obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the leased premises; (iv) contracting for marketing services and sale of oil or gas; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises. Operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days elapses between (a) the cessation of Operations or the permanent cessation of all production from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, and (b) either the commencement of Operations or the restoration of production. Operations shall be deemed to have commenced for a new well at such time as the construction of the wellsite location or the road which provides access to the wellsite location has been initiated.

Notwithstanding anything to the contrary herein, this lease is a "no surface occupancy" lease. It is agreed and understood that the lessee shall not conduct any Operations on the surface of the leased premises unless otherwise agreed upon separately in writing with lessor. The lessee is granted the right to drill and operate directional or horizontal wells through, across and under the leased premises.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, into the tanks or in the pipeline on the leased premises to which lessee may connect its wells the equal 18.75 part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of 18.75% of the gas sold or used, provided that on gas sold the royalty shall be 18.75% of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may not deduct from such price the actual charge incurred by lessee for each of such functions performed. However, if before the sale of the gas an unaffiliated third party compresses, treats, purifies, dehydrates, or processes such gas (whether on or off the leased premises) or gathers or transports gas off the leased premises, then Lessee shall pay Lessor a 18.75% royalty on the net proceeds received by lessee after accounting for such third party charges. In calculating royalties on production hereunder, lessee may deduct lessor's proportionate part of any ad valorem, production and excise taxes, as well as other post-production costs, as described herein.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any Operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit

in the **Direct to Lessor** Bank, at _____ (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises, or lands pooled or unitized therewith, but Operations are being conducted, this lease shall continue in force so long as such Operations are continuously prosecuted; and if production of oil or gas results from any such Operations, this lease shall continue in force so long as oil or gas is produced from the leased premises, or lands pooled or unitized therewith. If, after the expiration of the primary term of this lease, production on the leased premises, or lands pooled or unitized therewith should cease for any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, this lease shall not terminate if within one hundred twenty (120) days after each such cessation of production either (i) Operations are commenced or continued or (ii) production is restored, and this lease shall thereafter remain in force so long as Operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises, or lands pooled or unitized therewith.

6. If at any time after the expiration of the primary term of this lease, there is a well capable of producing oil or gas from the leased premises, or lands pooled or unitized therewith, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil and gas is being produced from the leased premises during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil and gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil and gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to \$1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops and pasture on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, pooled or unitized areas previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. To form or reform any pooled or unitized area lessee will execute a declaration of such pooling, unitization or reformation describing the pooled or unitized area. Any pooled or unitized area may include land upon which a well has heretofore been completed or upon which Operations have been or will be commenced. If, anywhere within the pooled or unitized area or in any Adjacent Surface Location, there is production, Operations, or a well shut-in for any reason then it shall be deemed for all purposes that such production, Operations, or shut-in well occurred within the leased premises. Adjacent Surface Location means any area adjacent to a pooled or unitized area that is used as a surface location for drilling operations that penetrate the leased premises or lands pooled or unitized therewith. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the pooled or unitized area royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the pooled or unitized area bears to the total number of surface acres covering such unit production.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil or gas, or both, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action

shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

15. The term "force majeure" as used in this lease shall mean and include: acts of God, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, scarcity of or inability to obtain or use labor, material or equipment, federal or state law, or order, rule or regulation of governmental authority. If, by reason of force majeure, lessee is prevented from satisfying or meeting any condition of this lease, or from complying with any express or implied covenant thereof, or from conducting Operations on or producing oil or gas or other mineral from or attributable to the leased premises, then while so prevented and for six months thereafter, such condition or covenant shall be suspended, and lessee shall be relieved of the obligation to comply with such condition or covenant and shall not be liable in damages for failure to comply therewith; and this lease shall be extended and continued in force while and so long as lessee is prevented by force majeure from conducting Operations on or producing oil or gas or other mineral from or attributable to the leased premises and for six months thereafter; and the time while lessee is so prevented, plus six months, shall not be counted against lessee, anything in this lease to the contrary notwithstanding.

16. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder by, through and under Lessor, but not otherwise, and agrees that lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the leased premises in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

17. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

18. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

19. Lessor hereby grants to Lessee the option but not the obligation to extend the primary term of this lease, as to all or part of the leased premises, for an additional term of two years from the expiration of the primary term of this lease, and as long thereafter as oil and/or gas is produced from the lands covered by this lease. Lessee may exercise this option to extend this lease by paying to the Lessor, on or before the expiration date of the primary term of this lease at the address set forth above, an amount equal to the initial consideration paid for the execution of this lease proportionately reduced to the extent that Lessor extends the lease as to less than all of the leased premises.

WHEREOF witness our hands as of the day and year first above written.

Town Of Johnstown, Lessor:

Matthew LeClerc
Matthew LeClerc, Town Manager

Hannah Hill
Hannah Hill, Town Clerk



ACKNOWLEDGEMENT-CORPORATE – CORPORATION/LLC/PARTNERSHIP

STATE OF Colorado }
COUNTY OF Weed } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20 day of MARCH, 2023, personally appeared Matthew LeClerc, to me personally known, who being by me duly sworn, did say that he is the Town Manager of The Town of Johnstown and that said instrument was signed on behalf of said company.

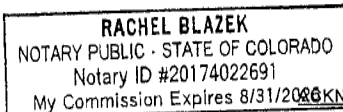
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires:

8.31.2026

Rachel Blazek

Notary Public for the State of Colorado



ACKNOWLEDGEMENT-CORPORATE – CORPORATION/LLC/PARTNERSHIP

STATE OF Colorado }
COUNTY OF Weed } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23 day of MARCH, 2023, personally appeared Hannah Hill, to me personally known, who being by me duly sworn, did say that she is the Town Clerk of The Town of Johnstown and that said instrument was signed on behalf of said company.

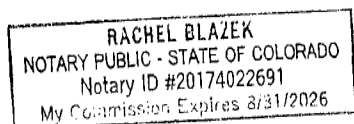
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires:

8.31.2026

Rachel Blazek

Notary Public for the State of Colorado



*Exhibit "A"***ADDENDUM**

This Addendum is attached to and by this reference made a part of that certain Oil & Gas Lease made the 20 day of March, 2023 (the "Lease"), and effective as of March 20, 2023 (the "Effective Date"), by and between the Town of Johnstown, Colorado, as Lessor and PDC Energy, Inc., as Lessee.

In the event of a conflict or inconsistency between the printed terms of the Lease and the terms of this Addendum, the terms of this Addendum shall govern and control and shall be deemed to supersede the printed terms of the Lease.

1. **Lessor.** The Lessor is the Town of Johnstown, whose address is 450 S. Parish Ave., Johnstown, CO 80534.
2. **Lease Term.** The following printed provision in this Lease in Paragraph 1 is hereby deleted in its entirety:

"Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises, or lands pooled or unitized therewith, or as long as Operations, as defined below, are being conducted at the end of the primary term and are continuously prosecuted thereafter in accordance with Section 5 below. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. The term "Operations" shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith, including without limitation, (i) drilling and completing or any act preparatory to drilling and completing (such as testing, fracking, obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the leased premises; (iv) contracting for marketing services and sale of oil or gas; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises. Operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days elapses between (a) the cessation of Operations or the permanent cessation of all production from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, and (b) either the commencement of Operations or the restoration of production. Operations shall be deemed to have commenced for a new well at such time as the construction of the wellsite location or the road which provides access to the wellsite location has been initiated."

Paragraphs 5 and 19 of the Lease are also deleted in their entirety. Paragraphs 5, 19, and the above-described provision are hereby replaced with the following:

"This Lease shall remain in force for a primary term of three (3) years from 12:00 A.M. March 20, 2023 (effective date) to 11:59 P.M. March 20, 2024 (last day of primary term) and shall continue beyond the primary term as to the entirety of the leased premises if one of the following "Operations" is satisfied on or before the end of the primary term: (i) actual drilling operations are commenced on the leased premises, or lands pooled or unitized therewith, in search of oil, gas, or their constituents, (ii) a well capable of production is located on the leased premises, or lands pooled or unitized therewith, or (iii) Lessee tenders to Lessor payment equal to the initial consideration (i.e., bonus) given for the execution of this Lease, whereby such payment shall extend the primary term of this Lease by an additional two (2) years. If, at the expiration of the primary term of this Lease, oil or gas is not being produced on the leased

premises, or lands pooled or unitized therewith, but Lessee is then engaged in drilling, re-working, completing, equipping, or dewatering operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted on the leased premises, or lands pooled or unitized therewith; and such operations shall be considered to be continuously prosecuted if not more than sixty (60) consecutive days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling, completion, equipping, or re-working operations within sixty (60) days from the date of cessation of production, or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this Lease, this Lease shall continue in force so long as oil or gas is produced from the leased premises, or lands pooled or unitized therewith."

3. **Royalty.** The printed provision in this Lease at Paragraph 2 is hereby deleted in its entirety, and replaced with the following:

"1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on the Premises, the equal 20% part of all oil produced and saved from the leased premises.

2nd. The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of twenty percent (20%) of the gas sold or used, provided that on gas sold the royalty shall be twenty percent (20%) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders.

3rd. In calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes."

4th. Lessee shall make or cause to be made payment of any sum due as Royalty within ninety (90) days following the month of production for which the Royalty is due and owing.

4. **Market Enhancement Clause.** In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas of the leased premises, lessee in computing royalty hereunder may not deduct from such price the actual charge incurred by lessee for each of such functions performed. However, if before the sale of the gas an unaffiliated third party compresses, treats, purifies, dehydrates, or processes such gas (whether on or off the leased premises) or transports gas off the leased premises, then Lessee shall pay Lessor a 20% royalty on the net proceeds received by lessee after accounting for such third party charges.
5. **Shut-In.** The printed provision in this Lease at Paragraph 6 is hereby deleted in its entirety and replaced with the following:

"If after the primary term one or more wells on the leased premises are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or production therefrom is not being sold by Lessee, and this Lease is not being held by production or otherwise under the Lease, such well or wells shall nevertheless be deemed to be producing for the purposes of maintaining this Lease. If for a period of sixty (60) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, including dewatering of coalbed gas, the Lessee shall pay an aggregate shut-in royalty of thirty dollars (\$30.00) per acre

then covered by this Lease, such payment to be made to Lessor on or before the anniversary date of this Lease next ensuing after the expiration of the said sixty (60) day period and thereafter on or before each anniversary of date of this Lease while the well or wells are shut in or production therefrom is not being sold by Lessee. Lessee shall have no right to maintain this Lease by payment of shut-in gas royalty for any one shut-in period greater than two (2) consecutive years.”

6. **Delay.** The printed provision in this Lease, Paragraph 15, is hereby deleted in its entirety and replaced with the following:

“Lessee’s obligations under this Lease shall be subject to all laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas or other substance covered hereby. When operations or production are delayed or interrupted by such laws, rules, regulations or orders, or by fire, storm, flood, war, rebellion, insurrection or riot, within thirty (30) days of such delay Lessee shall notify Lessor of the delay in writing, at which point the time of such delay or interruption shall not be counted against Lessee relative to its obligations hereunder and this Lease shall remain in force during such delay and for ninety (90) days after the delay, notwithstanding anything in this Lease to the contrary. Lessee shall not be liable for breach of any provisions or implied covenants of this Lease when operations are so prevented or delayed.”

7. **Right to Redeem.** The printed provision in this Lease at Paragraph 16 is hereby deleted in its entirety and replaced with the following:

“Lessor hereby agrees that Lessee shall have the right to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of Lessor’s default of payment on said mortgages, taxes or other liens. If Lessee redeems any such mortgages, taxes or other liens, Lessee may recover any amount expended out of Lessor’s royalties or shut-in royalties.”

In addition to the foregoing amendments, the following provisions are added to this Lease:

1. **No Surface Operations Clause.** The parties hereto agree that Lessee shall not have the right to drill wells, construct pipelines, construct access roads and/or install any other facilities on the leased premises, nor shall Lessee have the right of ingress to or egress from the leased premises.
2. **No Storage Rights Clause.** Notwithstanding anything herein contained to the contrary, Lessee agrees that the leased premises shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this Lease is hereby deleted. If Lessor wishes to enter into an agreement regarding gas storage using the leased premises with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party’s offering within 30 days of receipt of notice from Lessor.
3. **Oil & Gas Only.** Notwithstanding anything herein contained to the contrary, this Lease shall be deemed to cover only oil and gas and associated hydrocarbons produced through the wellbore.
4. **No Warranty of Title.** Notwithstanding anything herein contained to the contrary, this Lease is given and granted without warranty of title, express or implied.
5. **Disposal and Injection Wells.** The parties hereto agree that Lessee shall not have the right to drill, construct, or maintain disposal or injection wells on or under the leased premises.
6. **Retained Acreage.** Notwithstanding anything contained in this Lease to the contrary, at the expiration of the primary term, or upon the cessation of drilling, completion, equipping, or reworking operations

sufficient to maintain this Lease beyond the primary term in the absence of production, whichever is the later, this Lease shall automatically terminate and revert to Lessor, its successors and assigns, without re-entry, SAVE AND EXCEPT as to that portion of the leased premises, if any, that is then included in a drilling and spacing unit, wellbore spacing unit, or other unit approved by the governmental authority having jurisdiction. Within sixty (60) days after the date this Lease shall terminate, in whole or in part, as provided herein or in any other provision of this Lease, Lessee shall execute and deliver to Lessor an instrument of designation in recordable form acknowledging such termination and its release of the Lease as to the terminated acreage.

7. **Compliance Clause.** Lessee's operations on the leased premises shall comply with all applicable federal and state regulations.
8. **Hold Harmless Clause.** Lessee agrees it will protect and save and keep Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, damage or expense, including any injury to any person or property whomsoever or whatsoever arising out of or caused by Lessee or those holding under Lessee.
9. **Controlling Document.** All provisions of this Lease and Lease Addendum shall be interpreted together and in harmony with one another. The terms of the Lease Addendum shall govern when any provision of the Lease and Lease Addendum are inconsistent with one another or are in conflict.

LESSOR:

LESSEE:

TOWN OF JOHNSTOWN, COLORADO

PDC ENERGY, INC.

By: Matt LecepBy: Paul WhisenandName: MATT LECEPName: Paul WhisenandIts: TOWN MANAGERIts: Director of Land Operations

STATE OF Colorado)
) ss.
 COUNTY OF Weld)



The foregoing instrument was acknowledged before me this 20 day of MARCH, 2023, by Matt Lecep, as TOWN MANAGER of TOWN OF JOHNSTOWN, on behalf of said town.

Rachel Blazek

Notary Public

My commission expires: 8.31.2026

STATE OF Co)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 9th day of March, 2023, by Paul Whisenand, as Director of Land Ops of PDC ENERGY, INC., a Delaware corporation, on behalf of said corporation.

Nicole D Healy
Notary Public

My commission expires: 9.27.26

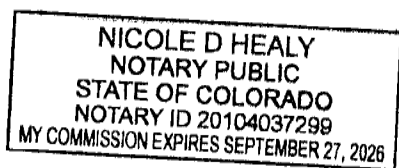


EXHIBIT "A"

This Exhibit is attached to that certain Paid Up Oil & Gas Lease dated ^{March} ~~February 20~~, 2023, between The Town of Johnstown, as Lessor and PDC Energy, Inc., as Lessee, for the purposes of providing the legal description of the premises in the lease.

Township 4 North - Range 67 West, 6th PM, Weld County, Colorado
Section 3, the following 2 Tracts:

Tract 1: 13.00 acres, more or less, described by metes and bounds in that certain Warranty Deed, dated March 14, 1963 from COLORADO ALFALFA PRODUCTS COMPANY to THE TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, recorded at Reception No. 1405200, Weld County, Colorado.

Tract 2: 7.0001 acres, more or less, described by metes and bounds in that certain Warranty Deed, dated March 8, 1973 from COLORADO ALFALFA PRODUCTS COMPANY to THE TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, recorded at Reception No. 1609103, Weld County, Colorado.

... Containing approximately 20.0001 gross acres

Township 4 North - Range 67 West
Section 4, the following 2 Parcels:

Parcel 1:

Lot 1, Block 1, Public Works Facility Subdivision, containing 1.4672 acres, more or less

Parcel 2:

Lots 1 through 6, Block 2, Great Western Addition, containing 0.4821 acres, more or less

Township 4 North - Range 67 West
Section 5:

Parcel 1:

Block 13 of Mary C Parish Addition according to the plat thereof dated 8/29/1925 and recorded at Reception No 469022, Weld County, Colorado, containing 2.21 acres, more or less.

Parcel 2:

The South 70 feet of Lot 8, Block 12 of Mary C Parish Addition according to the plat thereof dated 8/29/1925 and recorded at Reception No 469022, Weld County, Colorado, containing 0.0790 acres, more or less

Parcel 3:

The East 65 feet of Lots 4-6, Block 3 of First Addition to Parish Heights according to the plat thereof dated 9/3/1908 and recorded at Reception No 132170, Weld County, Colorado, containing 0.2240 acres, more or less

Parcel 4:

Lot 1, Being a Replat of Block 2, Map of Johnstown, Situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, Colorado, containing 0.06 acres, more or less

Parcel 5:

Lot 2, Being a Replat of Block 2, Map of Johnstown, Situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, State of Colorado, containing 0.169 acres, more or less

Parcel 6:

Lot 3, Being a Replat of Block 2, Map of Johnstown, Situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, State of Colorado, containing 0.726 acres, more or less

Township 4 North - Range 67 West

Section 8, the following two (2) Parcels:

Parcel 1:

2.0730 acres, more or less, situated in the NW/4 of Section 8, T4N R67W, 6th PM, Weld County Colorado, as described in that certain Warranty Deed dated 7/08/1985 from CHESTER T. HAYS to TOWN OF JOHNSTOWN, recorded at Reception No. 2018415 of the Weld County Clerk and Recorder's office.

Parcel 2:

A tract or parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Section 8; Thence N 89°09'43" W, along the north line of the northeast quarter of Section 8, a distance of 34.81 feet to the northeast property corner as described in Reception No. 2893088 of the Weld County Clerk and Recorder's Office, said point being the TRUE POINT OF BEGINNING;

1. Thence N 89°09'43" W, continuing along the north line of the Northeast quarter of Section 8, a distance of 100.04 feet;

2. Thence S 0°51'23" E, parallel with the east line of the northeast quarter of Section 8, a distance of 60.03 feet;

3. Thence S 89°09'43" E, parallel with the north line of the northeast quarter of Section 8, a distance of 100.04 feet to the existing west right of way line of Parish Avenue (April, 2005);

4. Thence N 0°51'23" W, along said existing west right of way line of Parish Avenue, a distance of 60.03 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 0.138 acres (6003 square feet), more or less.

Basis of Bearings: All bearings are based on a line connecting the N ¼ corner of Section 8, T04N-R67, 6th P.M. (2 ½" alum. cap in range box – LS 20676) and the NE corner of Section 8, (2 ½" alum. cap in range box – 20676) as bearing S 89°09'43" E.



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

Item #7.

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 21, 2024

SUBJECT: Contract Award for the SH60 Waterline Replacement and Extension Project

ACTION PROPOSED: Consider Awarding the SH60 Waterline Replacement and Extension Project to Coyote Ridge Construction, LLC

ATTACHMENTS:

- 1. HWY 60 Waterline Project Exhibit
- 2. Bid Abstract
- 3. Construction Contract
- 4. Coyote Ridge Bid Documents

PRESENTED BY: Doug Gossett, Engineering Director

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to award a construction contract in the amount of \$2,501,752.25 to Coyote Ridge Construction, LLC for the SH60 Waterline Replacement and Extension project.

On January 18, 2023, Town Council awarded J-U-B Engineers (JUB) a design contract to design a water main along SH60 from the intersection of Parish Avenue to the Central Wastewater Treatment Plant. The project consists of replacing an existing 8-inch water main in SH60 from Parish Avenue to Sticker Stadium and installation of a new water main from Sticker Stadium to the Central Wastewater Treatment Plant to provide potable water and fire protection for the new wastewater treatment facility. The project will include the installation of approximately 5,192 feet 12-inch water main, approximately 2,425 feet of 8-inch water main, four railroad bores, CDOT coordination, and a ditch lateral crossing.

JUB completed the design and preparation of all necessary bid documents in August of 2024 for advertisement. The Town advertised the project on the Town website and Bidnet. The Town received ten bids for the construction of the project as outlined in the table below:

The Community that Cares

Rank	Company	Total Bid Price
1	Coyote Ridge Construction, LLC	\$2,501,752.25
2	Colorado Civil Infrastructure, Inc.	\$2,876,000.00
3	RCD Construction Inc.	\$2,886,488.40
4	Intergraded Site Services, Inc.	\$3,407,752.32
5	Reynolds Construction, LLC	\$3,462,262.00
6	Global CM LLC	\$3,606,951.56
7	Gerrard Excavating, Inc.	\$3,664,644.00
8	SMH West LLC	\$4,156,589.00
9	Global Underground Corporation	\$4,197,834.00
10	Iron Woman Construction & Environmental Services, LLC	\$4,358,437.00

Town Staff and JUB reviewed all bids to ensure that they met the minimum requirements and that the proposals were complete. As can be seen in the table above, Coyote Ridge Construction LLC was the lowest bidder, coming in at \$2,501,752.25. Town Staff and JUB reached out to multiple references listed in the bid documents based on Coyote Ridges's existing and previous projects. Based on Coyote Ridge's costs, their complete bid package, and the positive feedback from the references that have worked with Coyote Ridge Construction LLC, it was determined that they would be a good fit for this project and met all the requirements outlined in the bid documents.

STRATEGIC PLAN ALIGNMENT:

Quality Infrastructure & Facilities

- *Establish and maintain levels of service*
- *Ensure future viability of infrastructure and facilities*
- *Repair and maintain existing infrastructure, facilities and equipment*

LEGAL ADVICE:

The Town Attorney reviewed all the contract documents.

FINANCIAL ADVICE:

In Fiscal Year 2024, \$5,000,000.00 was approved for the design and construction of the SH60 Waterline. A portion of this funding in 2024 will be used to begin the project and appropriate funds will be proposed in Fiscal Year 2025 for construction that will occur in 2025.

RECOMMENDED ACTION: Staff recommends awarding the construction contract in the amount of \$2,501,752.25 to Coyote Ridge Construction, LLC.

SUGGESTED MOTIONS:

The Community that Cares

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

For Denial: I move to deny the construction contract with Coyote Ridge Construction, LLC.

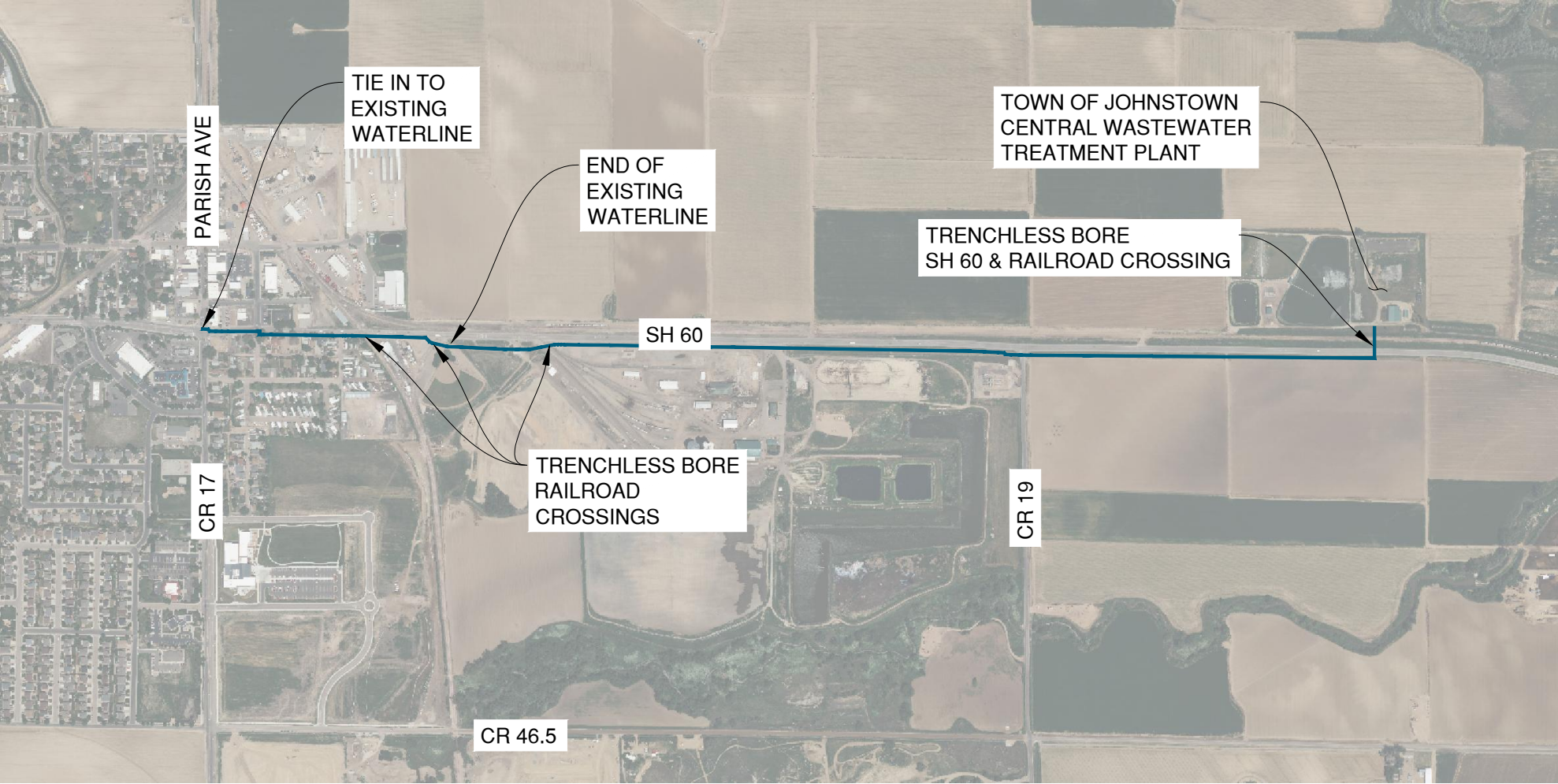
Reviewed and Approved for Presentation,

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

Town Manager

SH60 Waterline Replacement and Extension

Project Alignment



Bid Results for SH60 Waterline Replacement and Extension		
Rank	Company	Total Bid Price
1	Coyote Ridge Construction, LLC	\$2,501,752.25
2	Colorado Civil Infrastructure, Inc.	\$2,876,000.00
3	RCD Construction Inc.	\$2,886,488.40
4	Intergraded Site Services, Inc.	\$3,407,752.32
5	Reynolds Construction, LLC	\$3,462,262.00
6	Global CM LLC	\$3,606,951.56
7	Gerrard Excavating, Inc.	\$3,664,644.00
8	SMH West LLC	\$4,156,589.00
9	Global Underground Corporation	\$4,197,834.00
10	Iron Woman Construction & Environmental Services, LLC	\$4,358,437.00

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Town of Johnstown, a Colorado home rule municipality ("Owner") and Coyote Ridge Construction, a Limited Liability Company ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This project consists of furnishing and installing approximately 5,500 LF of 12-inch C900 (DR18) PVC pipeline, 2,500 LF of 8-inch C900 (DR18) PVC pipeline, 12" and 8" fittings, fire hydrants, 3 tunneled railroad crossings, and 1 bored highway and railroad crossing. Work will take place from the intersection of Parish Avenue and SH60 and continue east to the Town's Central WWTP.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: SH60 Waterline Replacement and Extension.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained J-U-B Engineers, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Contract Times: Days

A. The Work will be substantially complete within **120** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **150** days after the date when the Contract Times commence to run. Regardless of the date when the Contract Times commence to run or any allowable shutdown periods, the Work must be substantially complete on or before **May 31, 2025**.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner **\$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,500** for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental and in addition to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment, which shall be due on or about the 25th day of each month, during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. Ninety-five percent (95%) of the value of the Work completed (with the balance being retainage).
 - b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less two hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the retainage described above and the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions and in accordance with, and as modified by, the Colorado Public Works Act, § 38-26-101, *et seq.*, C.R.S.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of three percent (3%) per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of 38 sheets with each sheet bearing the following general title: SH60 Waterline.
 - 8. Addenda (numbers 1 to 3, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's bid
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on October 21st 2024 (which is the Effective Date of the Contract).

Owner:

Town of Johnstown, Colorado

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Michael P. Duncan

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

Hannah Hill, Town Clerk

(typed or printed)

Address for giving notices:

450 S. Parish Ave, P.O. Box 609

Johnstown, CO 80534

notices@johnstownco.gov and

DGossett@JohnstownCO.gov

Designated Representative:

Contractor:

Coyote Ridge Construction LLC

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Jane Delling

(typed or printed)

Title:

Treasurer

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed and title)

Address for giving notices:

6648 County Road 56

Johnstown, CO 80534

jdelling@crc-co.net

Designated Representative:

Name: Doug Gossett
(typed or printed)

Title: Engineering Director
(typed or printed)

Address:
450 S. Parish Ave, P.O. Box 609
Johnstown, CO 80534

Phone: 970-578-9981

Email: dgossett@johnstownco.gov
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Name: Ian Jessee
(typed or printed)

Title: Estimator
(typed or printed)

Address:
6648 County Road 56
Johnstown, CO 80534

Phone: 970-776-9165

Email: IJessee@crc-co.net

License No.: _____
(where applicable)

State: _____

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Town of Johnstown, 450 S. Parish Ave, Johnstown CO 80534
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
 - F. Required Bidder Qualification Statement with supporting data.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization, Administration, Bonding	LS	1	\$195,916.00	\$ 195,916.00
2	Project Controls (SWPPP, Traffic)	LS	1	\$173,031.00	\$ 173,031.00
3.01	12-inch C-900 PVC pipe	LF	5,192	\$102.00	\$ 529,584.00
3.02	8-inch C-900 PVC pipe	LF	2,425	\$56.10	\$ 136,042.50
3.03	12-inch Gate Valve	EA	25	\$4,590.00	\$ 114,750.00
3.04	8-inch Gate Valve	EA	10	\$3,059.00	\$ 30,590.00
3.05	Service Line Re-Connections	EA	11	\$3,333.00	\$ 36,663.00
3.06	Meter Pit Installation	EA	11	\$3,605.00	\$ 39,655.00
3.07	Waterline Lowering	EA	5	\$6,380.00	\$ 31,900.00
3.08	Air-Vac and Vault	EA	3	\$11,376.00	\$ 34,128.00
3.09	Hydrant Assembly	EA	8	\$10,208.00	\$ 81,664.00
3.10	Reconnect Existing Hydrant	EA	1	\$ 7,536.00	\$ 7,536.00

EJCDC® C-410, Bid Form for Construction Contract.

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and American Society of Civil Engineers. All rights reserved.

3.11	Hydrant Removal	EA	1	\$2,174.00	\$ 2,174.00
3.12	Parish Tie-in	LS	1	\$15,345.00	\$ 15,345.00
3.13	Angove Tie-in	LS	1	\$14,359.00	\$ 14,359.00
3.14	Kuner Tie-in	LS	1	\$9,986.00	\$ 9,986.00
3.15	Tunnel Bore #1	EA	1	\$143,305.00	\$ 143,305.00
3.16	Tunnel Bore #2	EA	1	\$104,562.00	\$ 104,562.00
3.17	Tunnel Bore #3	EA	1	\$125,988.00	\$ 125,988.00
3.18	Tunnel Bore #4	EA	1	\$390,838.00	\$ 390,838.00
3.19	Full Depth Pavement Removal	SY	1,050	\$30.20	\$ 31,710.00
3.20	Asphalt Repair (Type A Surface Repair)	SY	1,050	\$150.50	\$ 158,025.00
3.21	Gravel Road/Lot Restoration (Type B Surface Repair)	SY	900	\$13.50	\$ 12,150.00
3.22	Miscellaneous Surface Repair (Natural Ground) (Type C Surface Repair)	LF	3,975	\$3.45	\$ 13,713.75
3.23	Hydrant Guard Bollards	EA	8	\$1,258.00	\$ 10,064.00
3.24	CSG Service Connection	LS	1	\$50,789.00	\$ 50,789.00
3.25	Irrigation Line Extension	LS	1	\$7,284.00	\$ 7,284.00
Total of All Unit Price Bid Items					\$2,501,752.25

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

(Add rows as needed. Bidder is to complete table.)

Addendum Number	Addendum Date
Addendum 1	09-06-2024
Addendum 2	09-11-2024
Addendum 3	09-17-2024

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Coyote Ridge Construction LLC

(typed or printed name of organization)

By:



(individual's signature)

Name:

Ken Baty

(typed or printed)

Title:

President

(typed or printed)

Date:

09-19-2024

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Ian Jessee

(typed or printed)

Title:

Senior Estimator

(typed or printed)

Date:

09-19-2024

(typed or printed)

Address for giving notices:

6648 County Road 56, Johnstown, CO 80534

Bidder's Contact:

Name:

Ian Jessee

(typed or printed)

Title:

Senior Estimator

(typed or printed)

Phone:

(970) 685-0260

Email:

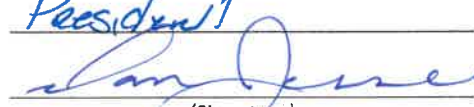
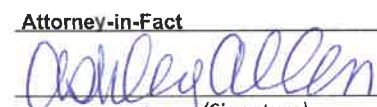
ijessee@crc-co.net

Address:

6648 County Road 56, Johnstown, CO 80534

Bidder's Contractor License No.: (if applicable)

BID BOND (PENAL SUM FORM)

Bidder Name: Coyote Ridge Construction, LLC Address (principal place of business): 6648 County Road 56 Johnstown, CO 80534	Surety Name: Philadelphia Indemnity Insurance Company Address (principal place of business): One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-1403
Owner Name: Town of Johnstown Address (principal place of business): 450 S. Parish Ave Johnstown CO 80534	Bid Project (name and location): SH60 Waterline Johnstown, Colorado Bid Due Date: September 19, 2024
Bond Penal Sum: Five Percent of the Total Amount Bid (5%) Date of Bond: September 12, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Coyote Ridge Construction, LLC (Full formal name of Bidder)	Surety Philadelphia Indemnity Insurance Company (Full formal name of Surety) (corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: <u>Kenneth H. Baly</u> (Printed or typed)	Name: <u>Sarah C. Brown</u> (Printed or typed)
Title: <u>President</u>	Title: <u>Attorney-in-Fact</u>
Attest:  (Signature)	Attest:  (Signature)
Name: <u>IAN JESSEE</u> (Printed or typed)	Name: <u>Ashley Allen</u> (Printed or typed)
Title: <u>SENIOR ESTIMATOR</u>	Title: <u>Witness as to Surety</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Todd D. Bengford, Mark Sweigart, Donald E. Appleby, Sarah C. Brown, Jessica Jean Rini, and Mary Ashley Allen of Holmes Murphy and Associates, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



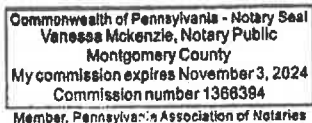
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of September, 2024



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Coyote Ridge Construction LLC		
Corporate Office			
Name:	Ken Baty	Phone number:	(970) 776-9165
Title:	President	Email address:	kbaty@crc-co.net
Business address of corporate office:	6648 County Road 56		
	Johnstown, CO 80534		
Local Office			
Name:	N/A	Phone number:	N/A
Title:	N/A	Email address:	N/A
Business address of local office:	N/A		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	08-20-09	State in which Business was formed:	Colorado
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Kenneth H Baty	Title:	President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ N/A
Name:	Pauline Jane Delling	Title:	Treasurer
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ N/A
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		

☐ Other			
☒ None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Anthony Puchino	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 30	OSHA	N/A
OSHA 510	OSHA	N/A

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Coyote Ridge	0.62	0	228,951	0.64	37.68	238,844	0.82	33.07	151,215
Coleman Const.	1.00	0	12,477	1.26	0	8669	1.27	0	7373

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Plante & Moran, PLLC		
Business address:	1321 Oakridge Drive Fort Collins, CO 80525		
Date of Business's most recent financial statement:	12-31-23	☒ Attached	
Date of Business's most recent audited financial statement:	N/A	☐ Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		1.94	
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		1.03	

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Philadelphia Indemnity Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:	Penna.		
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
☒ Yes ☐ No			
Mailing Address (principal place of business):	One Bala Plaza, Suite 100		
	Bala Cynwyd, PA 19004-1403		
Physical Address (principal place of business):	One Bala Plaza, Suite 100		
	Bala Cynwyd, PA 19004-1403		
Phone (main):	(877) 438-7459	Phone (claims):	(800) 765-9749

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Zurich American Insurance Company		General Liability, Auto,	
		Workers' Comp	
Continental Insurance Company		Umbrella	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	1299 Zurich Way		
	Schaumburg, IL 60196-1056		
Physical Address (principal place of business):	1299 Zurich Way		
	Schaumburg, IL 60196-1056		
Phone (main):	(800) 382-2150	Phone (claims):	(800) 987-3373

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	165
Estimate of revenue for the current year:	\$55MM
Estimate of revenue for the previous year:	\$58MM

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 15		
As a general contractor:	15	As a joint venturer:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No		
Been released from a bid in the past 5 years? ☐ Yes ☒ No		
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No		
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

This Statement of Qualifications is offered by:

Business: Coyote Ridge Construction LLC

(typed or printed name of organization)

By:

(individual's signature)

Name:

Ken Baty

(typed or printed)

Title:

President

(typed or printed)

Date:

09-19-2024

(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Name:

Ian Jessee

(typed or printed)

Title:

Senior Estimator

(typed or printed)

Address for giving notices:

6648 County Road 56

Johnstown, CO 80534

Designated Representative:

Name:

Ian Jessee

(typed or printed)

Title:

Senior Estimator

(typed or printed)

Address:

6648 County Road 56

Johnstown, CO 80534

Phone:

(970) 776-9165

Email:

ijessee@crc-co.net

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.



Department of Public Works
Town of Johnstown – SH60 Waterline Replacement and Extension
450 S. Parish Ave, Johnstown, CO 80534

Item #7.

ADDENDUM No. 1

September 6, 2024

Addendum No. 1 to the Plans, Specifications, and Contract Documents as prepared by J-U-B ENGINEERS, Inc. is hereby submitted for use in bid preparation and submittal.

The following changes, additions, and/or deletions are hereby made a part of the Town of Johnstown – SH60 Waterline Replacement and Extension project, as fully and completely as if the same were entirely set forth in the Specifications and Contract Documents.

The corrections, clarifications, changes and approvals described herein shall become an integral part of any contract entered into between the Owner and Contractor.

Pre-Bid Meeting

See Attachment #1 for Pre-Bid Meeting Q&A notes.

See Attachment #2 for Pre-Bid Meeting attendee contact list.

Plans

Sheets I&M-1, I&M-2, and I&M-3

Replace with revised Sheets I&M-1, I&M-2, and I&M-3 in Attachment #3



Department of Public Works
Town of Johnstown – SH60 Waterline Replacement and Extension
450 S. Parish Ave, Johnstown, CO 80534

Item #7.

NOTICE is hereby given that this Addendum must be signed and enclosed with a sealed bid for the Town of Johnstown – SH60 Waterline Replacement and Extension project, as evidence that the Bidder has familiarized themselves with all changes incorporated herein.

NAME OF BIDDER: Coyote Ridge Construction LLC

By: 
Signature

09-19-2024

Date

Ken Baty

President

Name

Title

Submitted by:

J-U-B ENGINEERS, Inc.



Kadin C. Young, P.E.
Project Engineer



ADDENDUM No. 2

September 11, 2024

Addendum No. 2 to the Plans, Specifications, and Contract Documents as prepared by J-U-B ENGINEERS, Inc. is hereby submitted for use in bid preparation and submittal.

The following changes, additions, and/or deletions are hereby made a part of the Town of Johnstown – SH60 Waterline Replacement and Extension project, as fully and completely as if the same were entirely set forth in the Specifications and Contract Documents.

The corrections, clarifications, changes and approvals described herein shall become an integral part of any contract entered into between the Owner and Contractor.

Specifications

Section 01010 – Summary of Work

Add the following paragraph to 01010-1.5.A.1:

- a. Contractor will be added to the existing Utility Permit Application submitted to CDOT by the Town of Johnstown. Contractor shall coordinate with CDOT and the Town of Johnstown to provide all required information, including Contractor's insurance, traffic control plans, etc.

Add the following paragraph to 01010-1.5.A.2:

- a. Contractor must meet all OmniTRAX requirements (see <https://omnitrax.com/track-access/>)
- b. Crossing fee will be paid by the Town of Johnstown

Add the following paragraphs to 01010-1.5.A:

7. Town of Johnstown – Right-of-Way Work Permit
 - a. Contractor shall apply for ROW permit and comply with all Town of Johnstown requirements. Town of Johnstown fees will be waived.

General Questions and Clarifications

Select Questions and Answers

- What is the projected depth of the asphalt in Parish Ave. for restoration?
 - See Note 7, Detail 15, Sheet C-502 for patch thickness requirements. See SUE Plans Sheet SU2, Utility Test Hole Matrix for information regarding pavement thickness noted at test hole locations.



Department of Public Works
Town of Johnstown – SH60 Waterline Replacement and Extension
450 S. Parish Ave, Johnstown, CO 80534

Item #7.

NOTICE is hereby given that this Addendum must be signed and enclosed with a sealed bid for the Town of Johnstown – SH60 Waterline Replacement and Extension project, as evidence that the Bidder has familiarized themselves with all changes incorporated herein.

NAME OF BIDDER: Coyote Ridge Construction LLC

By: 
Signature

09-19-2024

Date

Ken Baty

Name

President

Title

Submitted by:

J-U-B ENGINEERS, Inc.



Kadin C. Young, P.E.
Project Engineer



Department of Public Works
Town of Johnstown – SH60 Waterline Replacement and Extension
450 S. Parish Ave, Johnstown, CO 80534

Item #7.

ADDENDUM No. 3

September 17, 2024

Addendum No. 3 to the Plans, Specifications, and Contract Documents as prepared by J-U-B ENGINEERS, Inc. is hereby submitted for use in bid preparation and submittal.

The following changes, additions, and/or deletions are hereby made a part of the Town of Johnstown – SH60 Waterline Replacement and Extension project, as fully and completely as if the same were entirely set forth in the Specifications and Contract Documents.

The corrections, clarifications, changes and approvals described herein shall become an integral part of any contract entered into between the Owner and Contractor.

Specifications

Section 01014 – Work Sequence

Add the following sentences to Paragraph 1.4.D:

“Contractor shall coordinate service shutdowns with Town and property owners, including coordination with impacted businesses for a reasonable shutdown window. Contractor may, at Contractor’s expense, propose an alternate solution such as temporary water service where outage limit cannot be maintained. In such cases, submit plan for approval.”

Section 02370 – Erosion and Sediment Control

Remove the final sentence from Paragraph 1.3.B and replace with:

“The Contractor shall be responsible for developing and complying with a Stormwater Management Plan (SWMP) for the Contractor’s use.”

Plans

Plan Sheet G-004

Add the following Note #34 to notes list:

“MATCH EXISTING SERVICE LINE SIZE FOR RECONNECTIONS. SERVICES ARE EXPECTED TO BE ¾” UNLESS OTHERWISE NOTED.”



Plan Sheet C-201

Add plan note at approximately STA 10+00 to read:

“RETAIN & PROTECT EXISTING CONCRETE CROSS PAN ACROSS PARISH AVE”

Plan Sheet C-205

Remove the following sentence from plan note at approximately STA 27+00:

~~“PROVIDE TEMPORARY WATER SERVICE TO PROPERTY OWNER DURING SHUTDOWN.”~~

Plan Sheet C-218

Amend plan note at approximately STA 78+25 to read:

“REMOVE & REPLACE EXISTING 12" CMP CULVERT AND RESTORE TO EXISTING OR BETTER CONDITION”

Plan Sheet C-502

Add the following sentence to Note #1 at the top of Detail 11:

“ANY SUCH CONFLICT MAY BE MITIGATED WITHOUT THE USE OF FITTINGS BY MINOR DEFLECTIONS OR PROFILE ADJUSTMENTS NOT MORE THAN 1 FT FROM WHAT IS SHOWN IN THE PLANS AT NO ADDITIONAL COST TO OWNER.”

General Questions and Clarifications

Select Questions and Answers

- Will Contractor need to provide temporary water services? If so, can a detail be provided for temporary water services?
 - See Section 01014 1.4.D
- The geo-report does not show any bore holes at the intersection of HW60 & Parish Ave.; nor does it show anything to the east where services are to be reconnected, does the Town anticipate ground water at these locations?
 - See Geotechnical Investigation Report for groundwater levels noted during subsurface investigation and construction considerations regarding dewatering efforts.
- Will SH60 allow a complete shut down? Or will SH60 need to keep traffic open in both east/west directions?
 - Contractor is responsible for traffic control plans and coordination of allowable closures and detours per impacted agencies. Notes from CDOT's lane closure strategy for the stretch of highway were given in the Phasing Plan sheets as a basis. All approvals and/or variances from CDOT or other agencies must be coordinated by the Contractor.



Department of Public Works
Town of Johnstown – SH60 Waterline Replacement and Extension
450 S. Parish Ave, Johnstown, CO 80534

Item #7.

- Can base course be acceptable for temporary patching of trench? What will the requirements be for trench cover for working days and weekends?
 - Temporary patches and trench cover must meet the requirements set forth by the Contractor's right-of-way work permit(s) and the applicable agency's requirements.
- The 12" CMP shown on sheet C-218, will this line require headwalls at each end or Flared End?
 - See note on plan sheet added by this addendum
- Will seeding be required, if so at what locations? If so, what type of seeding specifications are we to follow?
 - See Section 02950 for "Type C" site restoration requirements
- What is the deadline date for the waterline to WWTP?
 - See Article 4, Paragraph 4.02.A of the Agreement (C-520) for Substantial Completion deadline
- Do waterline spoils need to be hauled away. If so, does the Town want the spoils, if so what location do the spoils need to be hauled to?
 - Spoils and disposal are the responsibility of the Contractor. The Town does not plan to accept spoils.
- Are all blow-offs temporary or permanent?
 - Permanent blow-offs are to be installed as indicated in the plans. Temporary blowoffs for Contractor use are allowed as needed by Contractor.
- Will each phase need to be tested out prior to moving to the next phase? What is the maximum length of pipe that can be tested at one time?
 - See Section 2622 1.2.M for maximum increments for testing
 - Phases as set forth on Sheet TC-401 are only indicating differing phases as it relates to notes on the right side of the plan sheet. Contractor may set forth their own phasing plan for testing and acceptance under the requirements of the Specifications.
- Is Class 6 Road Base acceptable for the Type B resurfacing?
 - See Detail 15, Sheet C-502 and Section 02207 for aggregate material requirements
- Will the concrete cross-pan and ramps need to be replaced on the north side of the Parish Intersection?
 - See note on plan sheet added by this addendum
- Who is to be copied on the bid submittal?
 - See Advertisement for Bids (C-111) for email address to submit bids
- Will an erosion control plan set be provided?
 - See Section 02370 for erosion and sediment control requirements. Contractor shall be responsible for developing a Stormwater Management Plan.
- Where are the staging areas located?
 - No specific staging areas are provided
- What type of mix design is required for the Type A surfacing?
 - See Section 02510
- Please advise on whether the Town will be providing a technician for hydrostatic/bacteriological sampling of the newly installed Waterline for the project.
 - The Town will not be providing a technician for testing. Testing is the responsibility of the Contractor per Sections 02516 and 02622.
- Please confirm material type of existing Waterline (AC, PVC, DI, etc.).
 - Existing waterlines at tie-in locations are anticipated to be cast iron, ductile iron, and/or PVC
- Please identify locations where BI#3.07 – Waterline Lowering is anticipated to be used.
 - See notes at the top of Detail 11, Sheet C-502. See also plan sheets general notes #6 & 7.



Department of Public Works
Town of Johnstown – SH60 Waterline Replacement and Extension
450 S. Parish Ave, Johnstown, CO 80534

Item #7.

- Bid Item 3.07 has no specific location but is intended to be used at Owner's discretion in any instance utilizing Detail 11 for an unforeseen utility conflict with the installation. Quantity given in the Bid Form may not be used.
- Please confirm that each Service Line Re-Connection (BI#3.05) has a corresponding Meter Pit Installation (BI#3.06). This is assumed due to Bid Quantity; however, only one meter pit is called out in the Plan.
 - Each service tie in includes a meter pit. See plan sheets general note #11.
- Please identify locations where BI#3.08 – Air-Vac and Vault is to be used. Only 1ea was called out in the Plan.
 - See notes at the top of Detail 11, Sheet C-502. See also plan sheets general notes #6 & 7.
 - Bid Item #3.08 is intended to cover payment for ARV-1 and any additional ARVs that may be deemed necessary by Owner in conjunction with an unplanned waterline lowering per Detail 11. Quantity given in the Bid Form may not be used.



Department of Public Works
Town of Johnstown – SH60 Waterline Replacement and Extension
450 S. Parish Ave, Johnstown, CO 80534

Item #7.

NOTICE is hereby given that this Addendum must be signed and enclosed with a sealed bid for the Town of Johnstown – SH60 Waterline Replacement and Extension project, as evidence that the Bidder has familiarized themselves with all changes incorporated herein.

NAME OF BIDDER: Coyote Ridge Construction LLC

By: 
Signature

09-19-2024
Date

Ken Baty
Name

President
Title

Submitted by:

J-U-B ENGINEERS, Inc.



Kadin C. Young, P.E.
Project Engineer



September 19, 2024

Town of Johnstown
450 S Parish Avenue
Johnstown, Colorado 80534

To Whom It May Concern,

As it pertains to the Bid Form for Construction Contract, Article 2, Section 2.01(E.), there is no state contractors license in the State of Colorado. Please accept this as evidence of Coyote Ridge Construction's ("bidder") intention to comply with local city and or county License requirements within the timeframe for acceptance of Bids.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Ken Baty', written over a horizontal line.

Ken Baty
President

Town of Johnstown - State Highway 60 Waterline Replacement And Extension

List of Proposed Subcontractors:

- Asphalt Paving—Martin Marietta
- Boring—Coleman Construction
- Concrete Flatwork—Front Range Concrete
- Erosion Control—Elite Stormwater Management
- Settlement Monitoring and Instrumentation—Kilduff Underground Engineering.
- Surveying and Staking—Lat 40
- Traffic Control and Striping—Loveland Barricade

Town of Johnstown - State Highway 60 Waterline Replacement And Extension

List of Proposed Suppliers:

- Aggregates—Denver Rock Company
- Field Office—Satellite Shelters
- Pipe—Core and Main
- Precast Structures—Oldcastle Infrastructure



COYOTE RIDGE CONSTRUCTION

LIST OF CURRENT CONTRACTS

9/19/24

In-Construction Projects

Schedule A—Current Projects

Name of Organization	Coyote Ridge Construction LLC				
Project Owner	Baseline Metropolitan District No. 1		Project Name	East Sheridan Residential	
General Description of Project	Demolition, erosion control, sanitary sewer, potable water, non-potable water, storm sewer, concrete curb & gutter, sidewalk, asphalt paving, striping, signage, traffic control, utility sleeves				
Contract Amount	11,276,640	Project Date	Jul-21	Anticipated Completion Date	July-24
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Judson McKinney	Max Gonzales	Dustin Khaffaji	Floyd Danczak / Max Gonzalez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jim Niemczyk		McWhinney	N/A	jim.niemczyk@mchwhinney.com
Designer	Ethan Rogers	Engineer	Harris Kocher Smith	303-623-6300	erogers@hkseng.com
Construction Manager	Michael Nolte	Project Manager	AHV Communities		mnolte@ahvcommunities.com

Project Owner	Baseline Metropolitan District No. 1		Project Name	Southlands Linear Park PH 2 160 Ave Sheridan Pkwy PH 2		
General Description of Project		Overlot Grading, Utilities, Concrete, Demolition, Erosion Control, Asphalt				
Contract Amount	1,238,567	Project Date	Mar-23	Anticipated Completion Date	Nov-24	
Key Project Personnel	Project Manager		Project Superintendent		Safety Manager	Quality Control Manager
Name	Judson McKinney		Max Gonzales		Dustin Khaffaji	Floyd Danczak / Max Gonzalez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)						
	Name	Title/Position	Organization	Telephone	Email	
Owner	Jim Niemczyk		McWhinney	N/A	jim.niemczyk@mchwhinney.com	
Designer	Miranda Johnson	Engineer	Matrix Engineering	303-572-0200	miranda_johnson@matrixdesigngroup.com	
Construction Manager	Amanda Dawley	Project Manager	Contour Services	303-888-3720	amanda@contourservices.com	

Schedule A—Current Projects

Item #7.

Project Owner	Baseline Metropolitan District No. 1		Project Name	East Sheridan PH 2 (1D)	
General Description of Project		Utilities, Concrete, Paving, Erosion Control			
Contract Amount	4,616,249	Project Date	Jul-22	Anticipated Completion Date	Jul-24
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Judson McKinney	Max Gonzales		Dustin Khaffaji	Floyd Danczak / Max Gonzalez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jim Niemczyk		McWhinney	N/A	jim.niemczyk@mchwhinney.com
Designer	Ethan Rogers	Engineer	Harris Kocher Smith	303-623-6300	erogers@hkseng.com
Construction Manager	Amanda Dwight	Project Manager	McWhinney	970-420-5763	amanda.dwight@mcwhinney.com

Project Owner	Mulberry Metropolitan District		Project Name	Bloom Public	
General Description of Project		Earthwork, Utilities, Concrete, Demolition, Erosion Control, Paving, Boring			
Contract Amount	27,138,880	Project Date	Feb-23	Anticipated Completion Date	Jul-24
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Kevin Miller/Sam Kaplan	Jeramie Danczak / Jared Brinkley		Dustin Khaffaji	Floyd Danczak / Max Gonzalez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Patrick McMeekin	Presodent Of Land	Hartford Homes LLC.	970.825.7392	patrick@hartfordco.com
Designer	James Prelog P.E.	Civil Engineering PM	Galloway US	970.888.0809	jamesprelog@gallowayus.com
Construction Manager	Steve Cicione	Director of Land Development	Hartford Homes LLC.	970.692.4418	steve@hartfordco.com

Project Owner	Mulberry Metropolitan District		Project Name	Bloom Private	
General Description of Project		Earthwork, Utilities, Concrete, Demolition, Erosion Control, Paving, Boring			
Contract Amount	2,112,690	Project Date	Feb-23	Anticipated Completion Date	Jul-24
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Kevin Miller/Sam Kaplan	Jeramie Danczak / Jared Brinkley		Dustin Khaffaji	Floyd Danczak / Max Gonzalez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Patrick McMeekin	President Of Land	Hartford Homes LLC.	970.825.7392	patrick@harfordco.com
Designer	James Prelog P.E.	Civil Engineering PM	Galloway US	970.888.0809	jamesprelog@gallowayus.com
Construction Manager	Steve Cicione	Director Of Land Development	Hartford Homes LLC.	970.692.4418	steve@hartfordco.com

Schedule A—Current Projects

Item #7.

Project Owner	Town of Eaton		Project Name	Town of Eaton Cemetery	
General Description of Project		Earthwork, Water, Irrigation, Electrical, Concrete			
Contract Amount	488,596	Project Date	Aug-23	Anticipated Completion Date	Jun-24
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Andrew Quest/ Kevin Miller	Max Gonzales		Dustin Khaffaji	Floyd Danczak / Max Gonzalez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Greg Brinck	City Manager	Town of Eaton	970-373-8603	reg@eatonco.org
Designer	Brad Curtis	Engineer	Northern Engineering	970-591-4291	bcurtis@northernengineering.com
Construction Manager	Brad Curtis	Engineer	Northern Engineering	970-591-4292	bcurtis@northernengineering.com

Project Owner	CEI Builders		Project Name	Bella Holsteins Dairy-Digester Tank	
General Description of Project		Erosion Control, Earthwork, Storm Drain, Concrete Pads, Sump pit, digester tank			
Contract Amount	888,191	Project Date	May-23	Anticipated Completion Date	Aug-24
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Judson McKinney	Kevin Martin	Dustin Khaffaji	Kevin Martin	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Will Hutchinson	Development Manager	Vanguard Renewables	508-567-7745	whutchinson@vanguardrenewables.com
Designer	Eric Young	Engineer	Campos EPC		eric.young@camposepc.com
Construction Manager	Craig Lepage	Construction Manager	Vanguard Renewables	207-573-8090	clepage@vanguardrenewables.com

Project Owner	CEI Builders		Project Name	Bella Holsteins Dairy- Substraight Water Lines	
General Description of Project		Utilities			
Contract Amount	93,213	Project Date	Jul-23	Anticipated Completion Date	Jun-24
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Judson McKinney	Kevin Martin	Dustin Khaffaji	Kevin Martin	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Will Hutchinson	Development Manager	Vanguard Renewables	508-567-7745	whutchinson@vanguardrenewables.com
Designer	Eric Young	Engineer	Campos EPC		eric.young@camposepc.com
Construction Manager	Craig Lepage	Construction Manager	Vanguard Renewables	207-573-8090	clepage@vanguardrenewables.com

Schedule A—Current Projects

Item #7.

Project Owner	Stratus Redtail Ranch, LLC		Project Name	Redtail Ranch	
General Description of Project		Earthwork, storm sewer, drainage swales			
Contract Amount	1,784,289	Project Date	Mar-24	Anticipated Completion Date	Jul-24
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Kevin Martin	Jared Brinkley	Dustin Khaffaji	Floyd Danczak / Jared Brinkley	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Richard Dean	Owner	Stratus Companies	720-214-5000	rdean@stratuscompanies.com
Designer	Nick Talocco	Project Engineer	Geosyntec Consultants, Inc.	720-258.8585	Nick.Talocco@geosyntec.com
Construction Manager	Brett Woolard	Engineer	CWC Consulting		brettw@cwc-consulting.com

Project Owner	Bloom Construction LLC.		Project Name	Bloom Filing 2	
General Description of Project		Earthwork, Utilities, Concrete, Demolition, Erosion Control, Paving, Boring			
Contract Amount	3,075,000.00	Project Date	Feb-24	Anticipated Completion Date	Sep-24
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Kevin Miller/ Sam Kaplan	Jeramie Danczak / Jared Brinkley		Dustin Khaffaji	Floyd Danczak / Max Gonzalez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Patrick McMeekin	President Of Land	Hartford Homes LLC.	970.825.7392	patrick@harfordco.com
Designer	James Prelog P.E.	Civil Engineering PM	Galloway US	970.888.0809	jamesprelog@gallowayus.com
Construction Manager	Steve Cicione	Director Of Land Development	Hartford Homes LLC.	970.692.4418	steve@hartfordco.com

Project Owner	City of Greeley		Project Name	Suburban Ditch Pipeline	
General Description of Project		Erosion control, demolition, water, storm, concrete flatwork and structures, asphalt paving			
Contract Amount	838,545.90	Project Date	May-24	Anticipated Completion Date	Oct-24
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Kevin Miller	Max Gonzalez	Anthony Puchino	Floyd Danczak / Max Gonzalez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Ryan Duve	Project Engineer	City of Greeley	970.573.2829	ryan.duve@greeleygov.com
Designer	City of Greeley				
Construction Manager	Ryan Duve	Project Engineer	City of Greeley	970.573.2829	ryan.duve@greeleygov.com

Schedule A—Current Projects

Item #7.

Project Owner	COLA, LLC		Project Name	Baseline Lakes	
General Description of Project		Earthwork, utilities, streets			
Contract Amount	2,692,094.00	Project Date	Aug-24	Anticipated Completion Date	Sep-24
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Ken Lambrecht	Max Gonzalez		Anthony Puchino	Jeramie Danczak
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Shane Prael	Land Developer	COLA	719.505.6914	sprahl@viewhomesinc.com
Designer	Jason Mann	Civil Engineering Mgr	Ware Malcomb	303.552.2774	jmann@waremalcomb.com
Construction Manager	Shane Prael	Land Developer	COLA	719.505.6914	sprahl@viewhomesinc.com

Project Owner	City of Longmont		Project Name	Longmont Sewer Trunk Line	
General Description of Project		Install sanitary sewer trunkline			
Contract Amount	810,556.00	Project Date	Apr-24	Anticipated Completion Date	Jul-24
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Judson McKinney	Max Gonzalez		Anthony Puchino	Floyd Danczak / Max Gonzalez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Andrew Carroll	Civil Engineer II	City of Longmont	970.214.3119	andrew.carroll@longmontcolorado.gov
Designer	Antonio Esposito	Engineer	Jacobs	303-710-9013	antonio.esposito@jacobs.com
Construction Manager	Andrew Carroll	Civil Engineer II	City of Longmont	970-214-3119	andrew.carroll@longmontcolorado.gov

Project Owner	Aristocrat Ranchettes		Project Name	Aristocrat Ranchettes Water Project	
General Description of Project		Water main, water tank, pump house, street repair			
Contract Amount	6,630,571.00	Project Date	Apr-24	Anticipated Completion Date	Jan-25
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Ken Lambrecht	Max Gonzalez		Anthony Puchino	Floyd Danczak / Max Gonzalez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Brian Filkowski	Administrator	Aristocrat Water Project	303-810-3195	arwpoffice@gmail.com
Designer	Nicholas P. Marcotte	Project Engineer	Element Engineering	303-378-2969	nmarcotte@elementengineering.net
Construction Manager	Mike Hager	Project Manager	Element Engineering	720-582-8441	mikeh@elementengineering.net

Schedule A—Current Projects

Item #7.

Project Owner	GTC		Project Name	Poudre Fire Authority	
General Description of Project		Erosion control, demolition, earthwork, grading, storm & sewer			
Contract Amount	563,902.00	Project Date	May-24	Anticipated Completion Date	Jul-24
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Kevin Miller/ Justin Davis	Ruben Martinez		Anthony Puchino	Ted Erickson
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Keith Butler	PM	GTC	303-772-4051	
Designer					
Construction Manager					

Project Owner	GTC		Project Name	Brighton Fire Training	
General Description of Project		Sanitary sewer, water, storm sewer, concrete			
Contract Amount	348,001.00	Project Date	May-24	Anticipated Completion Date	Jun-24
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Kevin Miller/ Justin Davis		Max Gonzalez	Anthony Puchino	Floyd Danczak / Max Gonzalez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Keith Butler	PM	GTC	303-772-4051	
Designer					
Construction Manager					

Project Owner	Saunders North, LLC		Project Name	2nd & Martin Multi family	
General Description of Project		Earthwork, sanitary sewer, water, storm			
Contract Amount	1,976,220.00	Project Date	Mar-24	Anticipated Completion Date	Aug-24
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Judson McKinney	Max Gonzalez		Anthony Puchino	Floyd Danczak / Max Gonzalez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Saunders North, LLC	Andy Barrat/ PM	Saunders North, LLC	970-539-4981	
Designer					
Construction Manager					

Schedule A—Current Projects

Item #7.

Project Owner	Baseline Metro Dist No. 1			Project Name	Southlands Public Infrastructure	
General Description of Project		Earthwork, over-excavation, storm sewer				
Contract Amount	4,880,466.00	Project Date		Apr-24	Anticipated Completion Date	Dec-24
Key Project Personnel	Project Manager		Project Superintendent		Safety Manager	Quality Control Manager
Name	Judson McKinney		Jared Brinkley		Anthony Puchino	Floyd Danczak / Max Gonzalez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Baseline Metro Dist No. 1	Jim Niemczyk - VP of Land Development		970-310-7566	
Designer					
Construction Manager					

Project Owner	Two Rivers Marketplace LLC #1		Project Name	Two Rivers Marketplace- Public	
General Description of Project		Overlot Grading, sanitary sewer, watermain services, concrete flatwork, paving, detention ponds			
Contract Amount	1,009,056.70	Project Date	Sep-24	Anticipated Completion Date	May-24
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Brandon Koehler	Ted Erickson		Anthony Puchino	Floyd Danczak / Max Gonzalez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Tom Donkle		Two Rivers Marketplace LLC		thomas.donkle@gmail.com
Designer	Land One Engineering	Sam Boyd			
Construction Manager					

Project Owner	Two Rivers Marketplace LLC #1		Project Name	Two Rivers Marketplace- Private	
General Description of Project		Overlot Grading, sanitary sewer, watermain services, concrete flatwork, paving, detention ponds			
Contract Amount	1,971,039.25	Project Date	Sep-24	Anticipated Completion Date	May-24
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Brandon Koehler	Ted Erickson		Anthony Puchino	Floyd Danczak / Max Gonzalez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Tom Donkle		Two Rivers Marketplace LLC		thomas.donkle@gmail.com
Designer	Land One Engineering	Sam Boyd			
Construction Manager					

Schedule A—Current Projects

Item #7.

Project Owner	Murata Farms Residential Metro Dist.	Project Name	Murata Farms - Public
General Description of Project	Earthwork, utilities, concrete flatwork, asphalt paving		
Contract Amount	4,896,606.29	Project Date	Oct-24
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Ken Lambrecht	Max Gonzalez	Anthony Puchino
			Floyd Danczak / Max Gonzalez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Shane Prah	Owner Rep/ CM	COLA	719-505-6914	sprahl@viewhouseinc.com
Designer	Redland			720-283-6783	
Construction Manager	Shane Prah	Owner Rep/ CM	COLA	719-505-6914	sprahl@viewhouseinc.com

Project Owner	Murata Farms Residential Metro Dist.	Project Name	Murata Farms - Private
General Description of Project	Earthwork, utilities, concrete flatwork, asphalt paving		
Contract Amount	4,044,703.33	Project Date	Oct-24
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Ken Lambrecht	Max Gonzalez	Anthony Puchino
			Floyd Danczak / Max Gonzalez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Shane Prah	Owner Rep/ CM	COLA	719-505-6914	sprahl@viewhouseinc.com
Designer	Redland			720-283-6783	
Construction Manager	Shane Prah	Owner Rep/ CM	COLA	719-505-6914	sprahl@viewhouseinc.com



COYOTE RIDGE CONSTRUCTION
LIST OF PREVIOUS CONTRACTS WITH SIMILAR EXPERIENCE

9/19/24

In-Construction Projects

Schedule B—Previous Experience with Similar Projects

Name of Organization	Coyote Ridge Construction LLC				
Project Owner	Kinston Metropolitan District No.1		Project Name	Kinston 16th Public Infrastructure	
General Description of Project	Utilities, Concrete, Demolition, Trails, Erosion Control, Paving				
Final Contract Amount	3,512,808		Completion Date	Oct-23	
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Kevin Miller		Max Gonzalez	Dustin Khaffaji	Floyd Danczak
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jeff Breidenbach	Owners Representative	McWhinney	970-223-7577	jeff.breidenbach@mcwhinney.com
Designer	Brett Woolard	Principal	CWC Consulting Group	303-395-2702	brettw@cwc-consulting.com
Construction Manager	Casey Milligan	Owners Project Manager	Pinnacle Consulting Group, Inc	970-699-9555	caseym@pcgi.com

Project Owner	Town of Windsor		Project Name	Windsor Wastewater Treatment Facility	
General Description of Project		Demolition, Boring, Water Main, Erosion Control			
Final Contract Amount	2,158,803		Completion Date	Sep-23	
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Kevin Miller		Max Gonzalez	Kevin Miller	Max Gonzalez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Dennis Markham	Owners Project Manager	Town of Windsor	970-388-7864	dmarkham@windsorgov.com
Designer	Steve Tamburini	Engineer	Jacobs	303-818-7515	steve.tamburini@jacobs.com
Construction Manager	Mark Remmers	CM	Jacobs	970-222-5806	mark.remmers@jacobs.com

Schedule B—Previous Experience with Similar Projects

Project Owner	Stoneybrook		Project Name	Stoneybrook Lot 4	
General Description of Project		Utilities, Earthwork, Concrete, Demolition, Erosion Control, Paving, Site Furnishings			
Final Contract Amount	4,857,908		Completion Date	Jun-22	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Lee Rogers	Max Gonzalez		Dustin Khaffaji	Max Gonzalez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Bob Eck	Owner	Stoneybrook 234, LLC	303.961.0301	bob.eck@landassetstrategies.com
Designer	Donna Barrentine	Engineer	ATWELL, LLC	303.825.7100	barrentine@atwell-group.com
Construction Manager	Don Guerra	CM	Land Asset Strategies	303.905.3496	don.guerra@landassetstrategies.com

Project Owner	MHB AHV East Village, LLC		Project Name	Finley at Baseline	
General Description of Project		Sanitary sewer, water main, storm sewer, concrete flatwork, traffic control, signage, erosiopn control, earthwork			
Final Contract Amount	2,126,570		Completion Date	Jun-23	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Judson McKinney	Max Gonzales		Dustin Khaffaji	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jim Niemczyk		McWhinney	N/A	jim.niemczyk@mchwhinney.com
Designer	Ethan Rogers	Engineer	Harris Kocher Smith	303-623-6300	erogers@hkseng.com
Construction Manager	Michael Nolte	Project Manager	AHV Communities		mnolte@ahvcommunities.com

Project Owner	Country Club Reserve LLC		Project Name	Country Club Reserve	
General Description of Project		Erosion control, earthwork, sanitary sewer, underdrain system, potable water, storm sewer, concrete curb & gutter, asphalt			
Final Contract Amount	8,421,930		Completion Date	May-23	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Marcus Steward	Max Gonzalez			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Tony Vienna	Owners Rep	Mosiac Land Development	970-484-0101	
Designer	Blaine Mathisen	Design Engineer	Northern Engineering	970-221-4158	
Construction Manager	Tony Vienna		Mosiac Land Development	970-484-0101	

Schedule B—Previous Experience with Similar Projects

Project Owner	Town of Milliken		Project Name	Milliken Cherry Street	
General Description of Project		Erosion Control, Demolition, Earthwork, Utilities, Concrete, Asphalt			
Contract Amount	1,812,420		Project Date	7/017/23	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Kevin Miller	Max Gonzalez		Dustin Khaffaji	Piotr Lesnicki
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jon Rabas	Town Representative	Town of Milliken	303-710-0275	jrabas@millikenco.gov
Designer	Brian Campbell	PE	TAIT & Associates	970-613-1447	bcampbell@TAIT.com
Construction Manager	Forest Reiff	Construction Inspector	TAIT & Associates	970-613-1447	freiff@TAIT.com

Project Owner	Serratoga Falls Metro #1		Project Name	Serratoga/Kitchell Phase 1 & 2	
General Description of Project		Demolition, Earthwork, asphalt, concrete curb & gutter, potable water, sanitary sewer, storm sewer, non-potable water			
Final Contract Amount	10,714,258		Completion Date	Dec-22	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Lee Rogers	Max Gonzalez		Dustin Khaffaji	Max Gonzalaz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Andrew Hartsel	Managing Partner	Kitchel Lake F3, LLC	440.371.9957	a.hartsel@developmentbymosaic.com
Designer	Robbie Lauer	Site Engineer	Northern Engineering	970.221.4158	robbie@northernengineering.com
Construction Manager	Tony Vienna	CM	Mosaic Land Development	303.591.1907	t.vienna@developmentbymosaic.com

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Coyote Ridge Construction, LLC

is a

Limited Liability Company

formed or registered on 08/20/2009 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20091444603 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/16/2024 that have been posted, and by documents delivered to this office electronically through 09/19/2024 @ 10:23:45 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/19/2024 @ 10:23:45 in accordance with applicable law. This certificate is assigned Confirmation Number 16399398 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



CERTIFICATE OF LIABILITY INSURANCE

DATE (02) Item #7.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Flood and Peterson PO Box 578 Greeley CO 80632	CONTACT NAME: Dana Stewart, CIC, CISR PHONE (A/C, No, Ext): (970) 266-7149 FAX (A/C, No): (970) 506-6845 E-MAIL ADDRESS: DStewart@floodpeterson.com
INSURED Coyote Ridge Construction, LLC Front Range Concrete, LLC 6648 County Road 56 Johnstown CO 80534	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: The Continental Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** GL/AU/WC/XSx03/2025 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLO 5448821-01	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 350,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP 5448822-01	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUE 7040341181	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC 5448820-01	03/01/2024	03/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder will be included as Additional Insured as required by written contract but only as respects to liability arising out of work performed by the named insured. The coverage is primary and non-contributory to any other valid and/or collectible insurance to the fullest extent the law allows per policy terms and conditions. Waiver of subrogation will apply This Certificate does not alter the insurance coverage afforded by the policies described herein..

CERTIFICATE HOLDER

CANCELLATION

For Bidding Purposes Only 6648 County Road 56 Johnstown CO 80534	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



Coyote Ridge Construction, LLC

Principal Officers and Key Personnel

Kenneth Baty - Owner

Ken has 31 years of experience in the construction industry. He has been managing large construction projects throughout Colorado and Arizona since 1989. Ken's projects have included complete residential site development, large scale highway construction as well as major commercial and federal government projects. Ken and his wife Jane were previously owners of Crow Creek Construction before they sold their shares and started Coyote Ridge Construction in 2009.

Jane Delling - Owner

Jane has 31 years of experience in the construction and mining industries. She has a MS degree in Civil Engineering and has been managing large construction and mining projects since 1992 in Texas, Nevada and primarily Colorado. Jane and her husband Ken were previously owners of Crow Creek Construction before they sold their shares and started Coyote Ridge Construction in 2009.

Marcus Steward – Project Manager & Estimator

Marcus has 7 years' experience in civil construction in Colorado. With a portfolio including subdivisions, highway projects and concrete projects, as well as erosion control certification. Numerically agile Marcus focuses on budget control, estimating and schedule oversight.

Kevin Miller– Project Manager

Kevin has 22 years of construction experience in commercial landscape construction throughout the United States. Multitask capability and ability to forecast project costs and conflicts, Kevin is able to organize and lead a team for various and detailed oriented projects ranging from parks, subdivisions, commercial properties and beyond.

Ken Lambrecht– Project Manager

Ken has 16 years as Operations Manager for rural water district, 10 years project management of land development projects all over Northern Colorado, and 12 years construction inspection of civil and heavy highway construction. Currently overseeing water storage tank and distribution project in Fort Lupton.

Ian Jessee- Estimator

Ian has been estimating civil earthwork and underground utilities for 7 years, on projects ranging in size from \$10,000 to \$15 million. Ian's recall, attention to detail, and analytical abilities all serve to make him a key contributor to the success of Coyote Ridge Construction. Ian holds a pivotal role in the company's success. He is entrusted with overseeing the entire estimating department, managing the bid schedule, and ensuring a seamless preconstruction process for prospective projects.

Floyd Danczak- General Dirt Superintendent

Floyd has over 40 years of experience in Colorado, Nebraska, Wyoming and Kansas. Floyd's experience in construction ranges from Heavy Highway construction to residential development. He is responsible for managing the schedule and labor for all dirt work, coordinating with the pipe and prep crews, and organizing testing and subcontractors. He works closely with on-site inspectors to ensure work is being performed to the required specifications and standards. He attends internal and external meetings as needed for all CRC projects and contributes a wealth of experience and knowledge, including working with engineers on plan improvements.

Jeramie Danczak- Prep Superintendent

Jeramie has 16 years of construction experience. Jeramie's background in the construction industry spans various roles, showcasing his progression and expertise in the field, starting as a dirt laborer in 2005 and working his way up to the Prep Superintendent. Jeramie holds a significant leadership position within the company and is responsible for overseeing and managing various aspects of the construction process. His main role involves coordinating and supervising all prep crews, with a strong focus on dirt and pipe crews' activities and schedules.

Max Gonzalez- General Pipe Superintendent

Max has over 30 years experience utility construction experience. Max's background showcases his progressive growth within the utility construction field, highlighting his expertise and experience. He has worked in all levels of utility installation, starting as a pipe layer in 1998, working his way up to General Pipe Superintendent starting in 2015. With extensive experience in utility construction work, including pouring and managing concrete storm structures, Max has been involved in various projects of different scales and complexities. Max holds a crucial role overseeing all aspects of underground utility work. He is responsible for managing the schedule, labor, and resources related to utility construction. His role involves coordinating with other teams, organizing testing and subcontractors, performing take-offs for projects, and handling material ordering and delivery.

Anthony Puchino- Safety Coordinator

Anthony has been with the company for the last 18 months and has been running the safety department for the last 6 months. He has certificates in OSHA including the OSHA 30, OSHA 510, and other general safety training certificates. He is responsible for maintaining a safe environment for all company employees as well as the citizens that could be near the construction sites.

11/15/2023

Coyote Ridge Construction, LLC
6648 County Road 56
Johnstown, CO 80534

RE: Experience Mod Five Year History

This letter is to confirm that the experience modifier for Coyote Ridge Construction, LLC, for 2019 – 2023 is as follows:

<u>Rating Effective Date</u>	<u>Experience Mod</u>
10/01/2023	0.62 – FINAL REVISED
10/01/2022	0.64
10/01/2021	0.82
10/01/2020	1.11
10/01/2019	1.0

Please let me know if you have any questions regarding these rates.

Thank you,



Dana M. Stewart, CIC, CLCS, CISR
Senior Account Manager

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the [free Adobe PDF Reader](#).

Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>5</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>117</u>
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	<u>5</u>	(4) Poisonings	<u>0</u>
(2) Skin disorders	<u>0</u>	(5) Hearing loss	<u>0</u>
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Coyote Ridge Construction LLCStreet 6648 County Road 56City Johnstown State CO Zip 80534Industry description (e.g., *Manufacture of motor truck trailers*)Sewer & Water main construction; heavy civil

North American Industrial Classification (NAICS), if known (e.g., 336212)

237110

Employment Information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 85Total hours worked by all employees last year 151,215.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Phone 970-796-9105

Title

Date 1/31/2022

Reset

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the [free Adobe PDF Reader](#).

Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176



All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>9</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>221</u>
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	<u>9</u>	(4) Poisonings	<u>0</u>
(2) Skin disorders	<u>0</u>	(5) Hearing loss	<u>0</u>
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Coyote Ridge Construction LLC

Street 6648 County Road 56

City Johnstown State CO Zip 80534

Industry description (e.g., *Manufacture of motor truck trailers*)

Sewer & Water main construction; heavy civil

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 7 1 1 0

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 91

Total hours worked by all employees last year 238,844.27

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] Title Treasurer
Company executive
Phone 970.770.9165 Date 1/27/2023

Reset

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

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Year 20 23

U.S. Department of Labor
Occupational Safety and Health Administration



Form approved OMB no 1218-0176

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of (M)					
(1) Injuries	0	(4) Poisonings	0		
(2) Skin disorders	0	(5) Hearing loss	0		
(3) Respiratory conditions	0	(6) All other illnesses	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name

Coyote Ridge Construction LLC

Street 6648 County Road 56

City Johnstown State CO Zip 80534

Industry description (e.g., Manufacture of motor truck trailers)

Sewer & Water main construction; heavy civil

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 7 1 1 0

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 162

Total hours worked by all employees last year 228,951.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive Title Safety Manager

Phone (970) 939-3791 Date 11/9/2024

Reset

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment nameCOLEMAN CONSTRUCTION INC

Street2071 FIR DRIVE

CityROCK SPRINGSStateWYOMINGZip82901

Industry description (e.g., Manufacture of motor truck trailers)
HEAVY CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1629

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
237310

Employment information

Annual average number of employees4

Total hours worked by all employees last year7373

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

FRED COLEMAN
Company executive

PRESIDENT
Title

307-382-3158
Phone

1/14/2021
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

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Establishment information

Your establishment nameCOLEMAN CONSTRUCTION INC

Street2071 FIR DRIVE

CityROCK SPRINGSStateWYOMINGZip82901

Industry description (e.g., Manufacture of motor truck trailers)
HEAVY CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1629

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
237310

Employment information

Annual average number of employees5

Total hours worked by all employees last year8669

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

FRED COLEMAN
Company executive

PRESIDENT
Title

307-382-3158
Phone

1/13/2022
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

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Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types			
Total number of... (M)			
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

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Establishment information

Your establishment name

COLEMAN CONSTRUCTION INC

Street

2071 FIR DRIVE

City

ROCK SPRINGS

State

WYOMING

Zip

82901

Industry description (e.g., Manufacture of motor truck trailers)

HEAVY CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

1629

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

237310

Employment information

Annual average number of employees

6

Total hours worked by all employees last year

12477

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

FRED COLEMAN

Company executive

PRESIDENT

Title

307-382-3158

Phone

1/12/2024

Date



855 Front Street | P.O. Box 4759 | Helena, MT, 59604-4759
Phone 800-332-6102 or 406-495-5000 | Fax 406-495-5020
Fraud 888-MT-CRIME or 888-682-7463 | TDD/TYY 406-495-5030
montanastatefund.com | safemt.com

08/11/2023

Coleman Construction Inc
2071 Fir Drive
Rock Springs WY 82901

Re: Experience Rating Factor / Experience Modification Rate
Policy # 03-482811-1
COLEMAN CONSTRUCTION INC

To whom it may concern,

In Montana, both private insurance carriers and Montana State fund utilize experience rating. Each year experience rating factors are calculated for qualified policyholders by the National Council on Compensation Insurance (NCCI).

NCCI received the necessary data from private carriers and/or Montana State Fund to calculate an experience rating factor for the above referenced policy.

As per your request, current experience for the past three years and upcoming year is as follows:

Dates 07/15/2023-07/15/2024	mod factor 1.04
Dates 07/15/2022-07/15/2023	mod factor 1.00
Dates 07/15/2021-07/15/2022	mod factor 1.26
Dates 07/15/2020-07/15/2021	mod factor 1.27

If you have any questions, please don't hesitate to contact me.

Krista Patterson
Montana State Fund
Customer Service Specialist

855 Front Street
P.O. Box 4759
Helena, MT 59604-4759
Phone: 406-495-5174
krista.patterson@mt.gov
safemt.com



Mark Gordon
Governor

State of Wyoming

Department of Workforce Services

THE DIVISION OF WORKERS' COMPENSATION

5221 Yellowstone Road

Cheyenne, WY 82002

<http://www.wyomingworkforce.org>



Item #7.

Robin Sessions Cooley, J.D.

Director

Elizabeth Gagen, J.D.

Deputy Director

Mail Date : 09/03/2021

Employer No : 003761643

COLEMAN CONSTRUCTION INC

2071 FIR DR

Rock Springs, WY 82901

If you disagree with any of the following information, please respond to Workers' Compensation Employer Services in writing within **15 days** of the date of this notice. Be sure to include the nature of your disagreement and relevant information for the Division to reconsider. If the Division cannot informally resolve the matter, a final determination will be issued at which time you may request and are entitled to a hearing.

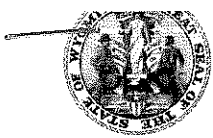
2022 EXPERIENCE MODIFICATION RATING (EMR) NOTICE

Your Experience Modification Rating (EMR) factor for the rating year has been calculated as shown below. Your EMR factor is based on a three-year experience period which is 01/01/2018 to 01/01/2021 for private entities, and 07/01/2017 to 07/01/2020 for public entities. If you have less than one full year of premium obligation during the experience rating period, your EMR will be equal to a modification of one. If you have greater than one full year of premium obligation during the experience rating period, but less than three full years of premium obligation, the actual premium obligation will be based on your actual experience as recorded by the Division in the quarterly or monthly reports in the year. Payroll, premium, and loss information from this period are used in this calculation and include data from any acquired or merged entities.

2022 EMR Factor = 1.2500

SECTION I – PAYROLL AND PREMIUM EXPERIENCE

EFF. DATE	EXP. DATE	POLICY NO	INSURED NAME	PAYROLL	PREMIUM
Jan 1, 2020	Jan 1, 2021	003761643	COLEMAN CONSTRUCTION INC	215,675.70	4,140.97
Jan 1, 2019	Jan 1, 2020	003761643	COLEMAN CONSTRUCTION INC	249,895.10	5,122.86
Jan 1, 2018	Jan 1, 2019	003761643	COLEMAN CONSTRUCTION INC	132,728.61	2,827.12
				598,299.41	12,090.95



Mark Gordon
Governor

State of Wyoming

Department of Workforce Services

THE DIVISION OF WORKERS' COMPENSATION
5221 Yellowstone Road
Cheyenne, WY 82002
<https://dws.wyo.gov>



Item #7.

Robin Sessions Cooley, J.D.
Director
Elizabeth Gagen, J.D.
Deputy Director

Mail Date : 09/01/2023
Employer No : 003761643

COLEMAN CONSTRUCTION INC
2071 FIR DR
Rock Springs, WY 82901

If you disagree with any of the following information, please respond to Workers' Compensation Employer Services in writing within **15 days** of the date of this notice. Be sure to include the nature of your disagreement and relevant information for the Division to reconsider. If the Division cannot informally resolve the matter, a final determination will be issued at which time you may request and are entitled to a hearing.

2024 EXPERIENCE MODIFICATION RATING (EMR) NOTICE

Your Experience Modification Rating (EMR) factor for the rating year has been calculated as shown below. Your EMR factor is based on a three-year experience period which is 01/01/2020 to 01/01/2023 for private entities, and 07/01/2019 to 07/01/2022 for public entities. If you have less than one full year of premium obligation during the experience rating period, your EMR will be equal to a modification of one. If you have greater than one full year of premium obligation during the experience rating period, but less than three full years of premium obligation, the actual premium obligation will be based on your actual experience as recorded by the Division in the quarterly or monthly reports in the year. Payroll, premium, and loss information from this period are used in this calculation and include data from any acquired or merged entities.

2024 EMR Factor = 1.2500

SECTION I – PAYROLL AND PREMIUM EXPERIENCE

EFF. DATE	EXP. DATE	POLICY NO	INSURED NAME	PAYROLL	PREMIUM
Jan 1, 2022	Jan 1, 2023	003761643	COLEMAN CONSTRUCTION INC	38,761.00	972.90
Jan 1, 2021	Jan 1, 2022	003761643	COLEMAN CONSTRUCTION INC	230,739.05	6,299.17
Jan 1, 2020	Jan 1, 2021	003761643	COLEMAN CONSTRUCTION INC	215,675.70	4,140.97
				485,175.75	11,413.04



Mark Gordon
Governor

State of Wyoming

Department of Workforce Services

THE DIVISION OF WORKERS' COMPENSATION

5221 Yellowstone Road

Cheyenne, WY 82002

<http://www.wyomingworkforce.org>



Item #7.

Robin Sessions Cooley, J.D.

Director

Elizabeth Gagen, J.D.

Deputy Director

Mail Date : 09/02/2022

Employer No : 003761643

COLEMAN CONSTRUCTION INC
2071 FIR DR
Rock Springs, WY 82901

If you disagree with any of the following information, please respond to Workers' Compensation Employer Services in writing within **15 days** of the date of this notice. Be sure to include the nature of your disagreement and relevant information for the Division to reconsider. If the Division cannot informally resolve the matter, a final determination will be issued at which time you may request and are entitled to a hearing.

2023 EXPERIENCE MODIFICATION RATING (EMR) NOTICE

Your Experience Modification Rating (EMR) factor for the rating year has been calculated as shown below. Your EMR factor is based on a three-year experience period which is 01/01/2019 to 01/01/2022 for private entities, and 07/01/2018 to 07/01/2021 for public entities. If you have less than one full year of premium obligation during the experience rating period, your EMR will be equal to a modification of one. If you have greater than one full year of premium obligation during the experience rating period, but less than three full years of premium obligation, the actual premium obligation will be based on your actual experience as recorded by the Division in the quarterly or monthly reports in the year. Payroll, premium, and loss information from this period are used in this calculation and include data from any acquired or merged entities.

2023 EMR Factor = 1.4500

SECTION I – PAYROLL AND PREMIUM EXPERIENCE

EFF. DATE	EXP. DATE	POLICY NO	INSURED NAME	PAYROLL	PREMIUM
Jan 1, 2021	Jan 1, 2022	003761643	COLEMAN CONSTRUCTION INC	230,739.05	6,299.17
Jan 1, 2020	Jan 1, 2021	003761643	COLEMAN CONSTRUCTION INC	215,675.70	4,140.97
Jan 1, 2019	Jan 1, 2020	003761643	COLEMAN CONSTRUCTION INC	249,895.10	5,122.86
				696,309.85	15,563.00



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

Item #8.

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 21, 2024

SUBJECT: Contract Award for the SH60 Waterline Replacement and Extension Project Design Engineering Construction Services

ACTION PROPOSED: Consider Awarding the SH60 Waterline Replacement and Extension Project Engineering Services to J-U-B Engineers, Inc.

ATTACHMENTS:

1. HWY 60 Waterline Project Exhibit
2. JUB Construction Services Contract Amendment

PRESENTED BY: Doug Gossett, Engineering Director

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to award a contract amendment in the amount of \$181,500.00 to J-U-B Engineers, Inc. (JUB) for construction services related to the SH60 Waterline Replacement and Extension project.

On January 18, 2023 the Town Council awarded J-U-B Engineers (JUB) a design contract to design a water main along SH60 from the intersection of Parish Avenue to the Central Wastewater Treatment Plant. The project consists of replacing an existing 8-inch water main in SH60 from Parish Avenue to Sticker Stadium and running a new water main from Sticker Stadium to the Central Wastewater Treatment Plant to provide potable water and fire protection for the site. The project will include four railroad bores, coordination with CDOT, and a ditch lateral crossing.

JUB completed the design and preparation of all necessary bid documents in August for advertising. The Town advertised the project on the Town website and Bidnet. Town Staff and JUB reviewed all bids to ensure that they met the minimum requirements and were complete proposals.

JUB will serve as the Engineer of Record for the project and will assist the Town during the construction of the project. Below is a summary of the contract including the proposed amendment for construction support:

JUB Contract Summary	
Original Contract	\$286,600
Amendment #1	\$89,800
Construction Support	\$181,500
Total Cost	\$557,900

STRATEGIC PLAN ALIGNMENT:

Quality Infrastructure & Facilities

- *Establish and maintain levels of service*
- *Ensure future viability of infrastructure and facilities*
- *Repair and maintain existing infrastructure, facilities and equipment*

LEGAL ADVICE:

The Town Attorney reviewed all the contract documents.

FINANCIAL ADVICE:

In Fiscal Year 2024, \$5,000,000.00 was approved for the design and construction of the SH60 Waterline. Additional fund requests have been included in the proposed 2025 budget for construction that will occur in 2025.

RECOMMENDED ACTION: Staff recommends awarding the contract amendment in the amount of \$181,500.00 to J-U-B Engineers, Inc.

SUGGESTED MOTIONS:

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

For Denial: I move to deny the contract amendment with J-U-B Engineers, Inc. for construction services.

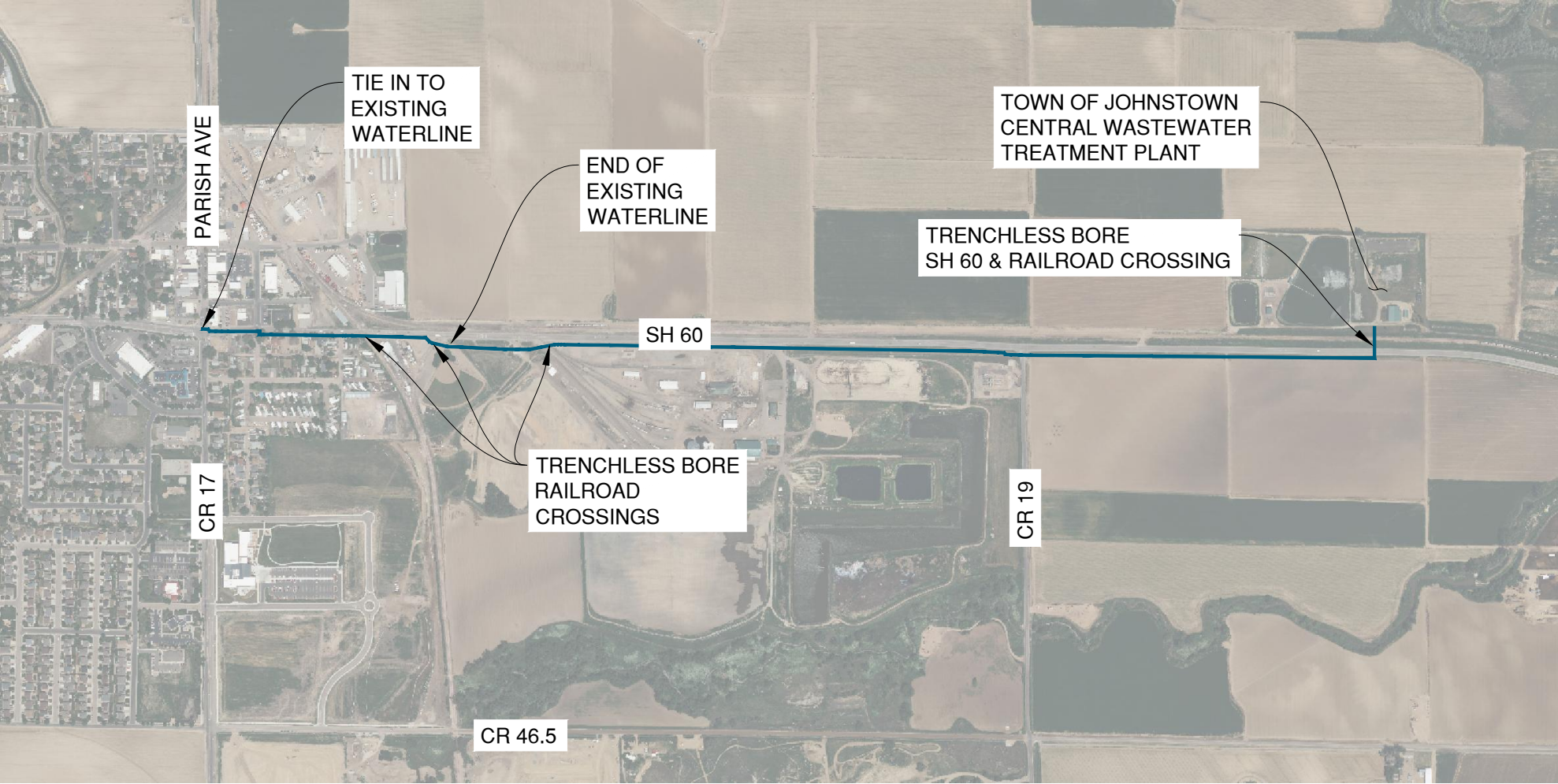
Reviewed and Approved for Presentation,

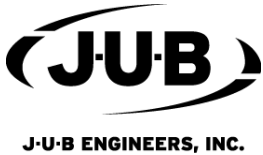


Town Manager

SH60 Waterline Replacement and Extension

Project Alignment





J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Authorization for Contract Amendment

CLIENT:	Town of Johnstown
Project Name:	SH60 Waterline Replacement
J-U-B Project Number:	87-23-001

1. **Amendments.** The following amendments to Attachment 1 – Scope of Services, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). These Amendments are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated 1/18/2023. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

Construction support services (see “Attachment 1”)

2. *Verbal Authorization by CLIENT, if Applicable.* J-U-B was verbally authorized by the CLIENT to provide these Amendments by:

Name _____ Date _____

3. **Payment for Amendments.** Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

Amend existing Professional Services Agreement for "SH60 Waterline Replacement" (1/18/2023) on a time and materials basis, estimated at \$181,500 (increase of total compensation of **\$376,400 to \$557,900**. See "Attachment 1".

4. **Schedule of Services.** Due to the Amendments, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

See "Attachment 1"

Dated this 21st day of October, 2024,

CLIENT

J-U-B ENGINEERS, Inc.

By: _____
Project Representative or Authorized Signatory for
CLIENT

By: _____
Project Representative or Authorized Signatory for J-U-B

Print or Type Name and Title

Stephen P. James, PE, Vice President
Print or Type Name and Title



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: SH60 Waterline Replacement

CLIENT: Town of Johnstown

J-U-B PROJECT NUMBER: 87-23-001

CLIENT PROJECT NUMBER: N/A

ATTACHMENT TO:

☐ **AGREEMENT DATED:** Click or tap to enter a date.; or

☒ **AUTHORIZATION FOR CONTRACT AMENDMENT #2; DATED: 10/21/2024**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The Town of Johnstown (Town) and J-U-B Engineers (J-U-B) designed a replacement and extension of the existing public water main within SH60 east of Parish Ave to provide water to the Town's Central WWTP. The Town plans to perform construction inspection utilizing Town staff but would like assistance from J-U-B for Engineer's duties associated with construction administration as well as observation of the trenchless borings.

Construction Support services provided by J-U-B will include holding regular project meetings with Town and Contractor representatives, review of submittals, review and response to RFIs, review of Contractor applications for payment (AFPs), observation of tunnel construction, and assistance with negotiation of change orders. Additionally, there are several areas within the plans where complete information on potential utility conflicts was not available during the design phase. Services will also include engineering support as needed based on Contractor's findings in these areas, which may include re-design of the waterline vertical or horizontal alignment to avoid any discovered conflicts. Following completion of the project, Record Drawings will be prepared and delivered to the Town in PDF format based on observation and notes from Town staff.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 300: Construction Support Services

1. Subtask 001: SH60 Waterline Construction Support
 - a. For this task, J-U-B will provide construction support services as defined in this section and in "Standard Exhibit A - Construction Support Services":
 - i. Set up project additional services into J-U-B's financial and record keeping systems
 - ii. Provide a monthly invoice including budget status
 - iii. Facilitate and attend pre-construction conference
 - iv. Facilitate regular (bi-weekly) project progress meetings, including preparation of agendas and sending minutes for each meeting to the project team

- v. Facilitate up to 4 additional project progress meetings as needed where more frequent coordination may be necessary, such as during system tie-ins and intersection traffic closures
- vi. Perform part time observation of trenchless bored construction areas (by subconsultant)
- vii. Collaborate with Contractor on submittal schedule
- viii. Review and respond to submittals and requests for information (8-16 submittals and up to 6 RFIs expected)
- ix. Review and process Contractor AFPs
- x. Issue Supplemental Instructions as requested by Town
- xi. Coordinate Quality Assurance testing by the Town's selected contractor
- xii. Review Contractor data and prepare field design changes if necessary
- xiii. Prepare change orders as needed and assist Town with negotiation of accepted change orders (up to 5 expected)
- xiv. Prepare Record Drawings based on Contractor provided annotated record documents and on observation and notes from Town staff
- xv. Coordinate Substantial Completion with Town
- xvi. Perform site visit and walk through and prepare Punch List
- xvii. Closeout project files
- xviii. Assist Town to resolve warranty repair issues
- b. Assumptions:
 - i. Construction duration will be 6 months
 - ii. Town staff will provide all inspection and observation duties except as noted
 - iii. Field quality control (compaction and other testing) will be completed by the Contractor
 - iv. Quality assurance testing will be contracted directly by the Town
- c. Deliverables:
 - i. Record Drawings at project completion.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 - 1. Construction observation.
 - 2. Timely review and response to questions, approvals, and changes.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 - 1. Additional meetings or public outreach as requested by CLIENT
 - 2. Construction observation services
 - 3. Additional utility coordination
 - 4. Environmental evaluation/clearances
 - 5. Redesign if required by easement changes
 - 6. Other additional services specifically requested by CLIENT

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 - 1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.

- b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
300-001	Waterline Construction Support	Time and Materials (Estimated Amount Shown)	\$181,500	As mutually agreed to by CLIENT and J-U-B
Total:			\$181,500	

E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

Exhibit(s):

- Standard Exhibit A: Construction Phase Services
- Special Provision to Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Colorado

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Water Supply/Distribution (W03)
2. Choose an item.

**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- | | |
|--|--|
| ☒ Yes

☐ No | 1. <i>General Administration of the Contract Documents.</i> Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
| ☒ Yes

☐ No | 2. <i>Pre-Construction Conference.</i> Participate in a pre-construction conference. |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☐ Yes

☒ No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☐ Yes

☒ No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes

☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes

☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes

☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes

☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes

☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes

☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- ☒ Yes 10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☐ No
- ☒ Yes 11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such 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, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☐ No
- ☒ Yes 12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☐ No
- ☒ Yes 13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☐ No
- ☒ Yes 14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☐ No
- ☒ Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☐ No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- | | | |
|---|----|---|
| ☐ Yes | 1. | <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| ☒ No | | |
| ☐ Yes | 2. | <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
| ☒ No | | |
| ☐ Yes | 3. | <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
| ☒ No | | |
| ☐ Yes | 4. | <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
| ☒ No | | |
| ☒ Yes | 5. | <i>Defective Work.</i> Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present. |
| ☐ No | | |
| ☐ Yes | 6. | <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
| ☒ No | | |
| ☒ Yes | 7. | <i>Record Drawings.</i> Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor. |
| ☐ No | | |
| ☒ Yes | 8. | <i>Warranty Inspection.</i> In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction. |
| ☐ No | | |
| ☐ Yes | 9. | <i>Additional Tasks.</i> Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement. |
| ☒ No | | |

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *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.
5. *Liaison*
 - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
 - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the Contract Documents are needed.
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
 - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections
11. *Records.*
 - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, 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 performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom 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, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Special Provision to Standard Exhibit A – Construction Phase Services

Standard Exhibit A – Construction Phase Services is amended as follows:

Page A-1

First paragraph under CONSTRUCTION PHASE SERVICES:

Delete the first sentence and replace with the following:

“J-U-B shall provide Construction Phase Services as agreed below and above in Attachment 1.”

Third paragraph under CONSTRUCTION PHASE SERVICES

Delete entire paragraph

Page A-3

General Limitation of Responsibilities

Remove the following sentence:

"CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers."

Page A-5

First paragraph under CONSTRUCTION PHASE ADDITIONAL SERVICES:

Delete the first sentence and replace with the following:

"If authorized by CLIENT and expressly agreed by J-U-B, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:"

Pages A-5 to A-7

Remove Resident Project Representative clause, including all paragraphs and subparagraphs beneath the “Resident Project Representative” heading.

Page A-8

Remove Client's Responsibilities clause, including all paragraphs and subparagraphs beneath the “Client's Responsibilities” heading.

Remove Indemnification clause, including all paragraphs beneath the “Indemnification” heading.



450 S. Parish Avenue
Johnstown, CO 80534
970.578.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 21, 2024

SUBJECT: RFP Award for Professional Auditing Services

ACTION PROPOSED: Consider Awarding the Professional Auditing Services to Hinkle & Company, P.C.

ATTACHMENTS:

1. RFP for Professional Auditing Services
2. Hinkle & Company Proposal

PRESENTED BY: Mitzi McCoy, Deputy Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to award the professional auditing services to Hinkle & Company, P.C.

The Town recently issued an RFP seeking proposals from qualified certified public accounting firms to provide financial audit services for the year ending December 31, 2024, with the option, on mutual agreement of auditing its financial statements for each of the four (4) subsequent fiscal years. Renewals will be automatic unless either party terminates the agreement prior to October 1st of each subsequent fiscal year by giving the other party written notice.

The Town received four proposals on the project as summarized below:

Ranking	Consultant	Bid Price	Single Audit
1	Hinkle & Company, PC	\$28,500	\$4,000
2	Haynie & Company	\$31,500	\$8,000
3	The Adams Group, LLC	\$25,250	\$4,500
4	Cutler & Associates	\$11,500	-

Town Staff and Town Council reviewed the four bids using the criteria outlined in the RFP. The criteria included the following:

The Community that Cares

1. Scope of Proposal
2. Firm Capability and Reputation
3. Cost
4. Schedule

Independent scoring and evaluation by both Council and Staff favored a selection of Hinkle & Company for an award based on aggregate totals. After this review and evaluation, staff recommends awarding the bid to Hinkle & Company, based on their approach and extensive experience. The cost for the audit in 2024 is expected to be \$28,500.

STRATEGIC PLAN ALIGNMENT:

Organizational Excellence & Public Trust

- *Strengthen public trust and confidence*
- *Engage, inform and involve the community*

LEGAL ADVICE:

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

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Staff recommends awarding the Professional Auditing Services to Hinkle & Company, PC.

SUGGESTED MOTIONS:

For Approval: I move to approve awarding the Professional Auditing Services to Hinkle & Company, PC beginning with the 2024 audit year.

For Denial: I move to deny awarding the Professional Auditing Services to Hinkle & Company.

Reviewed and Approved for Presentation,



Town Manager



REQUEST FOR PROPOSALS

Professional Auditing Services

ISSUED:

August 19, 2024

DEADLINE FOR PROPOSALS:

September 16, 2024
5:00 P.M. Local Time

General Information

The Town of Johnstown (the “Town”) is seeking proposals from qualified certified public accounting firms to provide financial audit services for the year ending December 31, 2024, with the option, on mutual agreement of auditing its financial statements for each of the four (4) subsequent fiscal years. Renewals will be automatic unless either party terminates the agreement prior to October 1st of each subsequent fiscal year by giving the other party written notice.

Submittal Requirements

Proposals may be submitted in a single PDF file no larger than 30 MB and emailed to mmccoy@johnstownco.gov. If electing to submit hard copy proposals instead, deliver seven (7) hard copies and one (1) digital copy to the Town of Johnstown, Attn: Deputy Town Manager, 450 S. Parish, Johnstown, Colorado 80534, or mail to P.O. Box 609, Johnstown, CO 80534. Please allow additional time if mailing proposals to the P.O. Box.

If necessary, interpretation of, or changes to, this RFP will be made by written addendum. All questions must be submitted in writing via email to Mitzi McCoy at mmccoy@johnstownco.gov no later than 3:00 P.M., Friday, August 30, 2024. Questions received after this deadline will not be answered.

RFP Schedule

RFP Released:	August 19, 2024
Final Day for Written Questions:	August 30, 2024
Town Response to Questions:	September 6, 2024
Proposals Due:	September 16, 2024
Interviews (optional):	Week of September 30, 2024
Award	October 21, 2024 (anticipated)

About The Town

The Town of Johnstown, incorporated in 1907, operates under a Council-Manager form of government. With a population of nearly 20,000, Johnstown is a medium-sized community situated in both Weld and Larimer Counties. The Town is a home rule municipality with a charter that mandates an independent annual audit of all Town funds and accounts.

The Town provides the following services: public safety, municipal court, code enforcement, public works, planning and zoning, building services, general governmental services, water, sewer, and storm water utilities, as well as cemetery, and parks management. As such, the Town currently maintains 9 governmental funds, 3 proprietary funds and 1 fiduciary fund. The total annual budget for 2024 is \$138 million, with approximately \$103 million allocated for capital expenditures.

Additional relevant details are as follows:

- The Town's fiscal year begins on January 1 and ends on December 31.
- The Town utilizes modified accrual accounting for governmental funds and full accrual accounting for the enterprise funds.
- The Town participates in the FPPA pension plan for police officers.
- The Town passed a ballot issue to eliminate TABOR beginning January 1, 1999.

SCOPE OF WORK

The Town of Johnstown desires the auditor to express an opinion on the fair presentation of its financial statements in conformity with generally accepted accounting principles.

The audit shall be performed in accordance with generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants and applicable state and federal regulations. The audit shall cover all Town funds and any component entities which may exist at the time of the audit. The auditing firm may also be requested to provide technical expertise in related areas, including taxation, systems implementation, and internal controls.

In addition, should a single audit be required, the audit must conform to federal single audit requirements and be in accordance with government auditing standards and procedures issued by the U.S. Comptroller General and the U.S. Office of Management and Budget (OMB) 2 CFR part 200, subpart F, Audits of State and Local Governments.

It is contemplated that the selected firm will express an unqualified opinion on the financial statements. If during the performance of the audit, it appears probable that an unqualified opinion cannot be issued, the selected auditing firm must promptly notify the Finance Director in writing, stating all matters which preclude the issuance of an unqualified opinion.

The auditor shall be responsible to directly contact the Town Manager, or appear before Town Council, should concerns raised during the Town audit warrant such contact.

REPORTING REQUIREMENTS

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report of examination of the financial statements stating the scope of the examination and that the audit was performed in accordance with generally accepted auditing standards. It must include an opinion as to whether the statements conform to generally accepted accounting principles. A signed copy of the opinion will be required by the Town.
2. A letter to management containing comments on compliance, recommendations for improvements, and any other comments deemed pertinent by the auditors and recommendations affecting the financial statements, internal control, accounting, accounting systems, legality of actions, other instances of noncompliance with laws and regulations, and any other material matters.

3. A report on internal control and compliance in accordance with the standards for financial and compliance audits contained in the Standards of Audits of Government Organizations, Programs, Activities, and Functions issued by the U.S. General Accounting Office; the Single Audit Act of 1984 (as amended in 1996) and the provisions of OMB circular A-133 (as revised). Findings of ineligible expenditures must be represented in enough detail for management to be able to clearly understand them.

Within the required reports on internal controls and compliance, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. In addition, the following conditions shall be considered reportable:

- Material weaknesses
- Instances of noncompliance
- Irregularities and illegal acts (auditors shall be required to make an immediate, written report of all irregularities and illegal acts or implications of illegal acts of which they become aware to the Town Manager)

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on compliance and internal controls.

4. The Firm shall formally present the audit and its findings to the Town Council on the night the Town Council accepts the audit report and at any other meetings with Council as deems necessary.

WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports must be retained at the auditor's expense, according to the appropriate statutory retention requirements, unless the firm is notified in writing by the Town of Johnstown of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- Town of Johnstown
- U.S. General Accounting Office (GAO)
- Parties designated by the federal or state governments or by the Town of Johnstown as part of an audit quality review process
- Auditors of entities of which the Town of Johnstown is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

GENERAL REQUIREMENTS

- **Incurring Cost:** There is no expressed or implied obligation for the Town of Johnstown to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- **Amended Proposals:** A Firm may amend their submitted Proposal before the deadline for submission. An amended Proposal must be a complete replacement for a previous submittal and must be clearly identified as such in the transmittal letter.
- **Firm's Rights to Withdraw Proposal:** Firms may withdraw their Proposal at any time.
- **Period of Offer:** Responses to this RFP, including the rate schedule, will be considered for a minimum of ninety (90) days after the due date for the Proposals.
- **Disclosure of Submittal Contents:** Proposals will be kept confidential until a contract is awarded. Once awarded, all proposals and documents pertaining to all Proposals will be open to the public, except any financial information that is marked **CONFIDENTIAL**.
- **Terms and Conditions:** Firms must include with their Proposals a complete set of any additional terms and conditions, which they expect to have included in a contract negotiated with the Town.
- **Contract Deviation:** Any additional terms and conditions which may be the subject of negotiation, will be discussed only between the Town and the selected Firm and shall not be deemed an opportunity to amend the Firm's submittal.
- **Qualifications:** The Town may make such investigations as necessary to determine the ability of the Firm to adhere to the requirements specified within this RFP.
- **Right to Waive Minor Irregularities:** The Town reserves the right to waive minor Proposal irregularities.

ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

FINANCE DEPARTMENT AND CLERICAL ASSISTANCE:

The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations.

WORK AREA, EQUIPMENT ACCESS:

The Town of Johnstown will provide the auditor with reasonable workspace. The auditor will also be provided inquiry access to the Financial Management Software, access to a multi-function machine, and WIFI access. The Town is receptive to a remote audit with the audit firm providing secure data transfer abilities.

REPORT PREPARATION:

The Finance Department staff will be responsible for the preparation, editing and printing of financial statements, notes and all required supplementary schedules and statistical data. The auditor shall provide all recommendations, revisions and suggestions for improvement to the Finance Director. A report, including a draft auditor's report(s) shall be delivered to the Finance Director, preferably by May 31st of each year.

The Finance Director or his/her designee will complete their review of the draft report as expeditiously as possible. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the Finance Director within five working days. It is required that this process be completed, the final report accepted by Town Council, and the final audit submitted to the State Auditor's Office by July 31st of each year.

PROPOSAL REQUIREMENTS

Proposals should be submitted to the following address:

Emailed to:

mmccoy@johnstownco.gov.

If electing to submit hard copy proposals instead, deliver seven (7) hard copies and one (1) digital copy to:

Town of Johnstown
Audit RFP
Attn: Deputy Town Manager
450 S. Parish Avenue
Johnstown, Colorado 80534,

By mail:

Town of Johnstown
Audit RFP
Attn: Deputy Town Manager
P.O. Box 609
Johnstown, CO 80534.

A. TECHNICAL PROPOSAL

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the Town of Johnstown in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The Technical Proposal should address all the points outlined in the request for proposals (excluding any cost information which should only be included in the sealed cost proposal). The Proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of the request for proposal. While additional data may be presented, the following items must be included, as they represent the criteria against which the proposal will be evaluated.

1. Independence

The firm should provide an affirmative statement that it is independent of the Town of Johnstown as defined by applicable standards. In addition, the firm shall give the Town of Johnstown written notice of any professional relationships entered into during the period of their engagement.

2. License to Practice in Colorado

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in Colorado.

3. Firm Qualifications and Experience

The firm should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and the nature of professional staff to be employed on this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the firm uses subcontractors, the qualifications of each subcontractor should be separately identified and portion of the audit work that will be subcontracted should be identified, if applicable.

If the firm is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve, as the principal auditor should be noted, if applicable.

The firm is required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years.

The firm shall provide proof of workers' compensation insurance as well as proof of professional liability (errors & omissions) insurance of at least one million dollars of coverage.

In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

4. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement.

Audit personnel may be changed at the discretion of the firm, provided that replacements are properly licensed in Colorado and have substantially the same or better qualifications or experience than the audit personnel they are replacing.

5. Prior Engagements with the Town of Johnstown

List separately all engagements within the last five years with the Town of Johnstown, ranked on the basis of total staff hours and type of engagement (audit, management advisory services, etc). Indicate the scope of work, date, engagement partners, total hours, office location for specific engagement, and the name and telephone number of the principal client contact.

6. Similar Engagements with Other Government Entities

List all engagements performed in the last five years that are similar to the engagement described in this request for proposal indicating the scope of work, date, engagement partners, total hours, and the name and telephone number of the primary client contact.

7. Specific Audit Approach

The proposal shall include a work plan, including an explanation of the audit methodology to be followed, to perform the services required in this request for proposal. In developing the work plan, reference should be made to such sources of information as Town of Johnstown's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Firms will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement (The Town's preference is for field work commencing in late March or early April.)

- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. Sample size and the extent to which statistical sampling is to be used in the engagement
- d. Type and extent of analytical procedures to be used in the engagement and extent of use of EDP software in the engagement
- e. Approach to be taken to gain and document an understanding of the Town of Johnstown's internal control structure
- f. Approach to be taken in determining laws and regulations that will be subject to audit test work
- g. Approach to be taken in drawing audit samples for purposes of tests of compliance

8. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the Town of Johnstown.

B. COST PROPOSAL

1. Cost Proposal Requirements

The cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The Town of Johnstown will not be responsible for expenses incurred in preparing and submitting the technical proposal or the cost proposal. Such costs should not be included in the proposal.

The first page of the cost proposal should include the following information:

- a. Name of firm
- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the Town of Johnstown
- c. Separate costs shall be identified for the standard financial audit, and the single audit (if needed) and shall also include the total all-inclusive maximum price for each engagement for the fiscal years 2024, 2025, 2026, 2027, and 2028

- d. Any charges for accounting/procedural inquiries throughout the year that are not part of the audit work for the current year.

2. Rates by staff member

Include the rate anticipated hours for each partner, specialist, supervisory and staff level expected to perform the necessary services. The second page of the proposal should include a schedule of professional fees and expenses.

3. Manner of payment

Include the requirement for progress payments.

EVALUATION PROCEDURES

Evaluation Criteria

Evaluation of proposals will be done in accordance with the criteria and procedure defined herein. The following parameters will be used to evaluate the submittals (with weighted values): The rating scale shall be from 1 to 5 with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

Weighting Values	Qualification	Standard
30%	Scope of Proposal	Does the proposal address all elements of the RFP? Does the proposal show an understanding of the project objectives, methodology to be used and results/outcomes required by the project?
30%	Firm Capability & Reputation	Does the firm have the resources, financial strength, capacity and support capabilities required to complete a comprehensive audit? Has the firm successfully completed previous audits of this type and scope? Are sufficient people of the requisite skills and qualifications assigned to the project?
20%	Cost	Does the cost compare favorably with the Project Manager's estimate and other proposals? Does the firm take any exceptions to the audit submittal dates?
20%	Schedule	Are there any exceptions to the schedule outlined for completion of phases of the work to be performed?

Review of Proposals

The Audit Selection Committee, which will be made up of members of Town Council and Town Staff, will review and evaluate the proposals. Each member of the Audit Selection Committee will rank each technical proposal based on the **EVALUATION CRITERIA** listed above. The Audit Selection Committee will then convene to review and discuss these evaluations and the rankings from each committee member to determine an overall ranking of each firm.

The Town of Johnstown reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

During the evaluation process the Town of Johnstown reserves the right, where it may serve the Town of Johnstown's best interest, to request additional information or clarifications from the firms, or to allow corrections of errors or omissions.

During the evaluation process, the Audit Selection Committee may, at its discretion, request that eligible firms make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

FINAL SELECTION

The Town of Johnstown will select a firm based upon the recommendation of the Audit Selection Committee.

It is anticipated that a firm will be selected on or about October 7, 2024. Following notification of the firm selected, it is expected that a contract will be executed between both parties by October 21, 2024.

RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Johnstown and the firm selected.

The Town of Johnstown reserves the right to reject any or all proposals.

Hinkle & Company, PC

Town of Johnstown, Colorado
Request for Proposals – Professional Audit Services
For the Years Ending December 31, 2024 - 2028

Town of Johnstown, Colorado Request for Proposals

Professional Audit Services

For the Years Ending December 31, 2024 - 2028



James D. Hinkle, CPA
Hinkle & Company, PC
750 W. Hampden Ave, Ste 400
Englewood, CO 80110
(303)796-1000
Jim@HinkleCPAs.com

September 16, 2024
5:00 pm



Town of Johnstown, Colorado
Request for Proposals – Professional Audit Services
For the Years Ending December 31, 2024 - 2028

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**HINKLE &
COMPANY**
Strategic PC
Business Advisors

September 16, 2024

Mitzi McCoy, Deputy Town Manager
Town of Johnstown
450 South Parish
PO Box 609
Johnstown, Colorado 80534

mmccoy@johnstownco.gov

Re: RFP – Town of Johnstown, Professional Audit Services

Thank you for the opportunity to submit a proposal to provide professional audit services for the Town of Johnstown, Colorado (the Town). Our entire team is delighted about the prospect of working with your organization. We are confident our firm is the right fit for your ongoing needs because:

1. Our customer service focus is foremost.

Hinkle & Company, PC has provided exceptional service to the Arkansas, Colorado and Oklahoma regions for more than 25 years. We believe our success lies directly in our people and our firm culture. In a world where client service is often an after-thought, the professionals at Hinkle & Company, PC consider it their top priority. We commit to you that we will:

- ✓ Involve partners and managers in all aspects of your engagement to ensure the highest quality of service.
- ✓ We are great listeners and problem solvers. We will communicate with you throughout the engagement along the way.
- ✓ Efficiently manage all resources to perform work on time as outlined in the RFP.
- ✓ Deliver timely responses and products at every turn.
- ✓ We help clients better protect assets, prevent loss, *ensure compliance with regulatory bodies*, maintain internal controls and prevent fraud.
- ✓ Thoroughly review the Town's internal controls to help ensure that the Town is operating efficiently, effectively, transparently and within the framework of the policies as required.

2. Our people are top notch, and they will become familiar faces to you.

We are committed to providing our clients with the best team available. We take great pride in developing strong relationships with clients and investing the time necessary to understand their issues and concerns. You will find our staff members to be highly qualified, trained professionals. Their personal skills and enthusiastic demeanors will be reflected in their everyday interactions with your team. We hire and retain the best because we've got a clear focus on what's important for our clients - having a reliable team they are comfortable with year-after-year. We have a significantly lower staff turnover than normal for our industry. This means we work hard to keep our team members so that both the Town as well as Hinkle & Company, PC can enjoy smoother service, consistency in contact, deeper knowledge of your organization, and clear communication.

Office Locations:

Colorado Springs, CO
Denver, CO
Frisco, CO
Tulsa, OK

Denver Office:

750 W. Hampden Avenue,
Suite 400
Englewood,
Colorado 80110
TEL: 303.796.1000
FAX: 303.796.1001
www.HinkleCPAs.com

3. We view our relationship as a proactive dialogue.

Hinkle & Company, PC's unique service philosophy makes us stand out in the marketplace. We build a working partnership with our clients. We are committed to engaging in communication with the Town's Mayor, Town Council Members and key management team members, consistently offering valuable feedback practical and proactive best practice recommendations to help improve the Town's financial and compliance operations.

Hinkle & Company, PC strives to provide services to our clients to meet their goals and exceed their expectations. Ultimately, the key to our success is our people and their willing commitment to partner with our clients to help them succeed. You will find this presentation has a simple purpose - to share the values and qualifications of our Firm and to reinforce the values and benefits our firm can provide to the Town's staff and leadership team.

The representative for Hinkle & Company, PC is Jim Hinkle. He is authorized to submit this proposal as well as sign a contract with the Town of Johnstown. He can be reached by telephone at (303) 796-1000 and by email at Jim@HinkleCPAs.com.

Hinkle & Company, PC affirms:

- The acceptance of conditions and requirements contained in the RFP.
- The proposal and fees represent a firm and irrevocable offer for 90 days from the date of submission of the proposal to Town of Johnstown, Colorado.
- Understands the scope of work to be performed.
- We are able to comply with the timelines as outlined in the RFP.

We look forward to the opportunity to showcase how our approach to client service can make a difference for the Town of Johnstown, Colorado. Relationships are highly valued at Hinkle & Company, PC and we welcome the opportunity to get to know you and put our knowledge and experience to work on your behalf.

Yours truly,
Hinkle & Company, PC



James D. Hinkle, CPA



Hinkle & Company, PC

Town of Johnstown, Colorado
Request for Proposals – Professional Audit Services
For the Years Ending December 31, 2024 - 2028

Why Hinkle & Company, PC

Hinkle & Company, PC is a local/regional CPA Firm that specifically designs its public sector audit practice to meet the on-going fiscal challenges that face municipalities, towns, counties, universities and colleges and quasi-governmental agencies. Yet, we provide a personalized audit service that promotes successful audit engagements, fluid communication at every stage and best practice recommendations that are forward-thinking to help meet your fiduciary responsibilities. Approximately 85% of our Firm's audit practice is generated from governmental entities.

Experience with Colorado Cities, Towns and Counties

Hinkle & Company, PC has over 25 years of experience working with cities and towns. Firm-wide, we currently audit approximately 30 various cities and towns plus 5 counties. See Exhibit 1 for the similar engagement list of references and contact information.

Experience with GFOA Certificate - ACFR Program

Simply put, we've helped our clients achieve the confidence necessary for healthy fiscal management because we possess the knowledge and skill set to prepare or assist our clients with preparing its ACFR and to successfully retain their GFOA Certificate.

Experience with Government Auditing Standards

Hinkle & Company, PC is a quality provider of *Government Auditing Standards* engagements. We currently provide accounting or auditing services to Towns, Cities, Counties, Authorities, Trusts, Colleges and Universities, Economic Development Districts, Library Districts and other Non-Profit Organizations and Foundations. Some of the types of services provided include auditing, ACFR preparation, internal audit, compliance, tax, indirect cost rates, closing and preparing the books for the audit and providing estimate of needs. In addition, the Firm is a member of the AICPA's Government Audit Quality Center.

Experience with Single Audits in Accordance with Uniform Guidance

Due to the sheer volume of governmental and non-profit audits we perform that include Single Audits, many of our Firm members have significant Single Audit industry experience in accordance with Title 2 CFR *Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and therefore, we are able to provide a well-qualified team. Our Firm believes that government entities represent a complex specialized industry, and the engagement should be staffed with an experienced team. Overall, we provide thoughtful, forward-thinking, best practice recommendations to help our clients successfully administer their major programs in accordance with compliance regulations.



Understanding of the Work to be Performed

The audit will be performed in accordance with auditing standards generally accepted in the United States of America as established by the American Institute of Certified Public Accountants and, if applicable, the standards for financial audits set forth in the U.S. Government Accountability Office's *Government Auditing Standards*, the provisions of the Single Audit Act of 1984 and the provisions of U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*.

Hinkle & Company, PC will audit the basic financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining funds for the Town of Johnstown, Colorado as of and for the year ending December 31, 2024.

The combining and individual financial statements and schedules for non-major funds and other non-required supplementary information schedules will be presented for purposes of additional analysis. We will provide an in-relation-to report on these statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.

The management's discussion and analysis, budgetary comparison schedules and pension funding progress schedules will be presented as required supplementary information will be subjected to certain limited procedures but will not be audited nor will we express an opinion on it.

Our audit procedures will comply with the requirements established in the Colorado statutes. The audit will include tests of the accounting records and other auditing procedures we consider necessary to express an opinion on the financial statements. As a normal part of the auditing process, we will document and test internal controls and review compliance with applicable laws and regulations.

Our audit procedures will also include reviewing the minutes of the Town for the year being audited.

Following the completion of the audit, Hinkle & Company, PC shall issue the following reports for the Town of Johnstown, Colorado:

- Independent Auditor's report on the financial statements of the Town of Johnstown, Colorado as of and for the year ended December 31, 2024.
- Independent Auditor's Report on Compliance and Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* for the year ended December 31, 2024.

If a Single Audit is required, Hinkle & Company, PC shall also issue the following report for the Town of Johnstown, Colorado:

- Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with Part 200—*Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*.



Hinkle & Company, PC

Town of Johnstown, Colorado
Request for Proposals – Professional Audit Services
For the Years Ending December 31, 2024 - 2028

Understanding of the Work to be Performed (Continued)

We will issue a separate management letter setting forth findings and recommendations relative to other internal control findings, fiscal affairs, and other significant observations during the course of the audit and present them to the Mayor and Town Council. We do not contemplate a detailed audit of all transactions, nor do we expect that we will necessarily discover fraud, should any exist. We will, however, inform you of anything unusual that comes to our attention during the audit process.

We will communicate with management throughout the audit process. We do not contemplate any potential audit difficulties, but if we encounter any issues during the audit, they will be immediately discussed with management during our interim or final audit fieldwork.

Firm Background

Firm Size, Composition & Location

Hinkle & Company, PC is a local/regional full-service CPA Firm with offices in Colorado Springs, Englewood, and Frisco, Colorado and Tulsa, Oklahoma. We provide assurance, tax, consulting, valuation and litigation services. Our Firm includes a total of 27 professional staff with 18 members in Colorado and 9 members in Oklahoma. We have detailed our audit staffing plan later in this proposal. We are local, convenient, and very accessible. We will conduct the engagement from our primary offices in Englewood, Colorado. At this location, we currently have five (5) partners of which two (2) are also audit directors, two (2) managers, two (2) supervisors and nine (9) professional staff.

Hinkle & Company, PC has earned a sound reputation and modeled performance stability for decades. We specifically design our public sector audit practice to meet the on-going fiscal and compliance challenges that face municipalities, towns, counties, universities, colleges, and quasi-governmental agencies. Yet, we provide a personalized audit service that promotes the spirit of teamwork that produces an environment of a partnership feel that will foster successful engagements, provide fluid communication at every stage and best practice recommendations that are forward-thinking that help meet our client's fiduciary and compliance responsibilities. Approximately 85% of our Firm's audit practice is generated from governmental entities.

Innovation, Communication and Best Practices

We provide a substantial amount of engagement time from Partner involvement, so you receive high-quality service. Because our partners and managers are in the field, we can provide thoughtful, insightful, and timely recommendations and address issues immediately, if needed.

Communicating the results of our audit procedures and recommending best practices to help your accounting processes are vital to successful engagements. In addition, you will find we are available throughout the year. On-going communication means you can receive added value throughout the year and timely updates on new accounting pronouncements. We will walk you through implementation and how they may impact the Town's financial statements and accounting operations.



Town of Johnstown, Colorado
Request for Proposals – Professional Audit Services
For the Years Ending December 31, 2024 - 2028

Firm Background (Continued)

Innovation, Communication and Best Practices (Continued)

The benefit for your organization is that both routine and non-routine issues are addressed by more senior and experienced professionals. We value our relationships built with each client. These bonds are built on integrity and trust more than anything else. As such, we value our client's needs, goals, and values as our own and realize they are the key to long-term personal and professional success. Our Firm is a member the American Institute of Certified Public Accountants (AICPA), Governmental Audit Quality Center. Members of our have served on and are involved in various industry committees and conduct training seminars for various industries.

Peer Review

The Firm's most recent issued peer review conducted for the year ended September 30, 2022 resulted in the highest Peer Review rating of PASS. This underscores the Firm's continuing commitment to overall quality. Hinkle & Company, PC has passed all peer reviews they have subjected to in the past two decades. We have included a copy of the current peer review report in the Exhibits to the proposal.

License to Practice in Colorado

Hinkle & Company, PC is licensed to practice in the State of Colorado. We have included a copy of our licenses in the Exhibits to the proposal.

Auditor Certification Statements & Other Relevant Information

Hinkle & Company, PC does not intend to use a joint venture, consortium, or other CPA firm in conducting our audit.

The Firm certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal; without prior knowledge of competitive prices, and it is in all respect fair; and without outside control, collusion, fraud, or otherwise illegal action.

The Firm certifies that no member of the Town of Johnstown, Colorado, or members of his or her immediate family, or other officer or employee of the Town has received or has been promised directly or indirectly any financial benefit related to the RFP.

The Firm certifies that we have had no desk reviews, field reviews or disciplinary action or pending litigation matters against the firm during the past three (3) years.

Hinkle & Company, PC has neither Current nor Prior Contracts with the Town of Johnstown.

Hinkle & Company, PC certifies it does not and will not during the performance of the contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, et. seq. (House Bill 06-1343).



Hinkle & Company, PC

Town of Johnstown, Colorado
Request for Proposals – Professional Audit Services
For the Years Ending December 31, 2024 - 2028

Firm Background (Continued)

Independence from Town and Component Units

Hinkle & Company, PC, its current staff, and management are independent with the Town of Johnstown, Colorado and its component units as defined by the American Institute of Certified Public Accountants, Generally Accepted Auditing Standards and U.S. Government Accounting Office's Government Auditing Standards. In addition, we do not except any independence issues to arise during any time we are engaged to perform attestation engagements with the Town of Johnstown, Colorado. If any unforeseen independence issues arise in the future, we will notify Town's management immediately.

Audit Presentation

We will attend the Mayor and Town Council meeting of your choice and present the audit opinions to the Mayor and Town Council. We will meet with you prior to the meeting to outline our presentation and include any findings or items which you believe are important and relevant. You will know exactly what we will present to the Mayor and Town Council prior to the actual presentation.

Electronic Audit Environment

Hinkle & Company, PC uses the most advanced audit technology available. This includes a fully electronic audit environment. We use CCH ProSystemfx Engagement software for our trial balance/financial statement reporting as well as our file structure functions. We use the Knowledge Coach software for our audit programs and documenting our audit plan. Both software programs are supported by Wolters Kluwer and CCH. We will set up file sharing portals. Designated Town accounting staff will be able to *click and drag* client prepared schedules and other supporting documentation into the portals. We will then pull these documents directly into our electronic workpapers files. This process should provide for a smooth transition of information.



Town of Johnstown, Colorado
Request for Proposals – Professional Audit Services
For the Years Ending December 31, 2024 - 2028

Firm Background (Continued)

Collective Comparable Municipalities

As per RFP a listing of municipal clients for which the Firm has provided annual audits in the recent five (5) years. Over 80% of our audit services are in the governmental entity sector. These entities range from large to small. We will consider ourselves an additional resource to the Town. A brief list of these entities are as follows:

Cities / Towns:

Breckenridge	Prepares an ACFR
Englewood	Prepares an ACFR
Fountain	Prepares an ACFR
Golden	Prepares an ACFR
Silverthorne	Prepares an ACFR
Windsor	Prepares an ACFR
Berthoud	
Buena Vista	
Dillon	
Larkspur	
Manitou Springs	
Montrose	
Monument	
Morrison	
Palisade	
Paonia	
Rifle	
Silverton	
Trinidad	
Wellington	
Woodland Park	

Counties:

Weld County	Prepares an ACFR
Clear Creek County	Prepares an ACFR
Grand County	Prepares an ACFR
Archuleta County	
Gilpin County	
Huerfano County	



Firm Background (Continued)

Fee Information

Because of our extensive knowledge and experience with cities and local governments throughout our service areas, we are pricing our audit services at what we believe are attractive levels to you. We believe our fees are fair and reasonable. This in no way will reflect the level of service you will receive, but rather reflect on the commitment we have made to expand our services to local governments of all sizes in the State of Colorado.

Our fees, as shown in Exhibit 5 are based upon receiving a high level of assistance from the Town of Johnstown's accounting staff as stated in the proposal. This includes, but not limited to, closing of the general ledger, including the posting of all closing entries, working trial balance, preparation of various schedules detailing activity in fund and account groups, and supporting documentation. Auditor will prepare the initial draft of the financial statements, notes and all required supplementary schedules.

Upon retention of the 2024 year-end audit, there will be no upfront fees for building files or learning internal controls for the year-end audit as we view this engagement as an on-going investment for building a future relationship with the Town of Johnstown.

If any changes in audit requirements occur during the term of our engagement that require additional time and procedures, we will notify you prior to the beginning of that audit year. We will provide you with an estimate of the effect of those changes on the agreed upon fee.

Firm Personnel – Engagement Team

The Firm believes that government entities represent a complex specialized industry, and the audit should not be staffed primarily with inexperienced auditors. Supervisory personnel have several years' experience performing governmental audits.

All Firm members have assisted governmental clients to receive the Government Finance Officers Association award for financial reporting. Because of the considerable experience of the Firm's personnel, we can be a valuable resource in the preparation of the financial statements or Annual Comprehensive Financial Report (ACFR). Many of the Firm's governmental clients have Single Audits. Consequently, our staff has had extensive experience with the Single Audit. All Firm members are familiar with the new federal uniform guidance.

Firm members are active in many governmental accounting organizations. In addition, the Firm is a member of the AICPA's Government Audit Quality Center.



Firm Personnel – Engagement Team (Continued)

The Firm is committed to continuing education. All professional staff have met or exceeded the continuing professional education requirements established by *Government Auditing Standards*. This translates to 120 hours of continuing professional education (CPE) every 3 years which includes hours required to comply with Yellow Book guidance. All members of the Firm have participated in numerous hours of training through the Government Finance Officers Association, Oklahoma Society of CPA's, Colorado Society of CPAs, American Institute of CPAs, and the AICPA's Government Audit Quality Center. Because the majority of the Firm's clients are government entities, most of our continuing education relates to the governmental industry.

The quality of the audit team will be assured because of the direct involvement of the partner and managers of the Firm and the experience level of all Firm personnel. We will notify the Town of Johnstown, Colorado of any personnel changes to the audit team prior to our audit fieldwork. We expect to maintain consistency in supervisory staff and provide periodic staff changes to maintain independence and ongoing objectivity throughout the term of our audit engagements.

We are able to notify the Town of Johnstown, Colorado of new developments in the industry and assist with technical issues throughout the year. These communications are performed at no additional cost to the Town of Johnstown, Colorado. Please see Engagement Team resumes after the Audit Approach Section.

Audit Approach

Overall Engagement Approach

We will perform the audit fieldwork in two primary sections, interim fieldwork which would primarily be performed before year end, and final audit fieldwork in March/April. The Single Audit procedures may span additional time periods as Town personnel are available. Management will be consulted when scheduling these fieldwork dates. We estimate that our on-site work would be one week for each section of the audit. The time requirements outlined in the Request for Proposals are reasonable and achievable. We will conduct no less than entrance, progress and exit conferences during this engagement.

The firm can provide listings of information required to complete the audit procedures in advance of conducting the audit fieldwork. This information will primarily include schedules and reconciliations supporting amounts presented in the financial statements and general information that is readily available at the Town. Audit information prepared by the Town can be provided electronically to our portal or as hard copies if more convenient.

Pre-Engagement Planning

We plan to start our audit by conducting an entrance conference with the Town of Johnstown, Colorado personnel to discuss any concerns management may have for which we would tailor our audit procedures. At this meeting, we will finalize the calendar with respect to interim and final fieldwork, that best fits your staff and schedules.



Audit Approach (Continued)

Pre-Engagement Planning (Continued)

We will discuss applicable implementation of new accounting pronouncements that are effective during the year under audit and how the Town of Johnstown, Colorado is progressing through the actual implementation. We will discuss any changes in personnel, operations, regulatory or policy matters that might affect the financial reporting or the audit process. Items that might arise in this meeting might include new bond issues during the year, construction in progress, changes in software, changes to Federal award programs, changes in key staff, etc.

During this meeting, we will outline the schedules that the Town of Johnstown's staff prepare in their normal duties and what schedules and detail supporting schedules that could easily be prepared to assist in our audit process. At the conclusion of this process, we expect to have a detailed list of all schedules and other items the Town of Johnstown's staff will prepare for our use in the audit, commonly referred to as PBCs.

We will also use this meeting to discuss the Town of Johnstown's Federal Awards for the current year and whether any significant changes have occurred from the prior year. We will discuss with management the determination of Major Federal awards that will be subject to testing during the audit and will invite your input as to whether management has any concerns regarding specific Federal awards. We will adjust our testing to include your input in our determination of which type A and type B awards will be tested as Major Programs. We anticipate a random sample size of 40 items generated from the major program disbursements universe during the audit period for our compliance testing.

If there are any anticipated potential audit problems such as issues from previous audits or implementation of new standards, we will discuss these issues at the Pre-Engagement meeting. This will allow ample time for you to respond and assist in resolving these issues before the actual audit begins.

This Pre-Engagement Planning will be conducted by Jim Hinkle. At the conclusion of the meeting, we expect to set specific dates of our interim and final fieldwork, a date we will conduct an exit conference for both our interim and final fieldwork, the date we expect to produce a draft report and the audit schedules your staff will be expected to produce. We anticipate completing the audit on schedule as outlined in the RFP or at a mutually agreed upon audit schedule.



Audit Approach (Continued)

Interim Fieldwork

We anticipate conducting our interim fieldwork no later than mid-March or at an agreed upon time with management to meet the Town's required deadlines. Interim fieldwork will begin by gaining and documenting our understanding of the Town of Johnstown's internal control throughout the various systems of accounting cycles such as revenue recognition, payroll, and disbursements. We anticipate we will place Control Risk at low for each major accounting and reporting cycle. Therefore, during interim fieldwork, we will conduct a walk-through of the Towns accounting cycle, review policies and will perform test of controls for each of these major accounting and financial reporting cycles. We generally select sample sizes between 40 and 60 items on a random basis and a second sample of large disbursements over a certain level. We plan to increase the sample sizes in areas that have increased risk due to changes in personnel, policies, or other such matters as determined in our Pre-engagement meeting.

During our interim fieldwork, we will also perform our analysis of internal controls and if required, involving Federal Awards. Our determination of Major Programs will include the input by Management during our Pre-Engagement Planning meeting. We will also perform our tests of compliance with respect to the Uniform Guidance on each Federal award designated as a Major Program for each.

Our analysis of internal controls for both accounting and financial reporting and for Federal award compliance will be accomplished through interviews with specific personnel in the various areas being analyzed, walk-throughs of selected transactions and finally through our test of controls.

We expect the interim fieldwork to consist of two members of our Firm to be involved in the Interim. We will perform our work remotely or in the Town of Johnstown's office at times convenient for the Town of Johnstown's staff. During the interim work, we expect a Senior Team Member to be on site during the entire interim period.

We will adjust our audit approach based upon the results of the interim audit procedures. We will communicate with you any significant changes to our audit approach that might affect the Town of Johnstown's process in closing its books and preparing schedules for the audit.

At the conclusion of the interim fieldwork, you will expect to know any significant deficiencies, material weaknesses, or issues of non-compliance with Federal awards we have identified through internal control analysis, test of controls and test of compliance. This will give you ample time to investigate these issues, agree or disagree with our assessments and provide Management's response. We believe that providing you with this information at this time increases the level and effectiveness of our communication.



Audit Approach (Continued)

Engagement Planning

Our engagement planning segment of the audit will obtain from the Town of Johnstown, Colorado the year end trial balances and the PBCs as determined in our Pre-Engagement meeting. We would like to receive as much of this information electronically as possible. We will build our audit file with the trial balance and audit schedules obtained from you during this time. We will reconcile audit schedules to the trial balances, prepare our budget to actual analysis and even prepare initial financial statements from this information.

We will then make our audit selections for vouching in as many audit areas as possible and accumulate audit questions we will ask regarding the schedules provided to us. We will communicate these selections and questions electronically before our final fieldwork begins so that you can adequately plan for our final fieldwork.

This engagement planning will be conducted in our offices, and we expect this process to occur shortly after receiving the trial balances and audit schedules are available to us.

At the conclusion of this segment, you will expect to know the audit selections for the various audit areas we intend to examine, the questions we have as a result of our fluctuation analysis and other areas we will want to test on the year ending balances.

At the conclusion of this segment, you will expect to know the testing samples on the year end balances we intend to examine so that you have the ability to pull the appropriate documentation. You will know the major questions we have regarding audit schedules and fluctuation analysis so that you have the ability to research the answers. We will conduct a progress conference and will also communicate to you any additional information we will need that we have not already received.

Final Fieldwork

We expect we will conduct our final fieldwork following the receipt of the trial balances and audit schedules. We anticipate on-site final fieldwork to begin during the beginning of the month of April. During the final fieldwork we will examine the supporting documentation on the testing items we selected in the previous segment and obtain answers to our questions we provided. We will address any further audit items that may arise during this segment, so that when the final fieldwork is over, our audit procedures are complete, and our audit file will be finished.

The audit review by our management will be conducted in your offices during final fieldwork, so that any issues that arise can be easily communicated and quickly resolved. Our goal is to be very proactive in our communications, which should help to eliminate any surprises by completing our primary workpaper review during final fieldwork.



Audit Approach (Continued)

Engagement Conclusion

At this conclusion, we will have an exit conference with the Town of Johnstown's management that will include a discussion of our audit process, the results of our audit work, summarize any management comments (including significant deficiencies, material weaknesses, or issues of non-compliance of Federal awards). We say we will summarize these items because we will be communicating any issues we find throughout the audit process, in both interim and final fieldwork. We expect you will have no surprises.

Final fieldwork will be conducted by an In-Charge staff auditor and Timothy Ahopelto will be conducting the Quality Review of the final audit. We expect final fieldwork to consist of aforementioned auditors for a period of 1 week. At the conclusion of this segment, you should already know if there were any audit findings and have had the opportunity to respond to those audit findings. If we do not encounter any audit irregularities or delays, we anticipate submitting the report to the Town of Johnstown, Colorado on time.

Federal Audit Clearinghouse: Single Audit Submission

We will also submit the audit report and federal award information to the Federal Audit Clearinghouse pursuant to the filing requirement timeframes, as applicable.

Summary

We believe a well-executed audit is a result of a high level of communication through all phases of the audit process. That is why we have highlighted extensive communication processes throughout the audit steps noted above. We pledge to you we will maintain a high level of communication throughout the audit and throughout the year.

Summary Schedule for Audit Engagement

- Auditor provides PBC schedules to Town by December 31, 2024.
- First year interim field work commences February 2025.
- Final fieldwork commences March – April 2025.
- Finance Director provides MD&A, for the financial statements, early May 2025.
- Draft audit report and management rep letter to Finance Director by May 30, 2025.
- Finance Director review of draft and provide comments to auditor by June 5, 2025.
- Auditor provides final report by June 17, 2025.
- Partner of audit firm presents audit report to the Town Mayor and Town Council.



Town of Johnstown, Colorado
Request for Proposals – Professional Audit Services
For the Years Ending December 31, 2024 - 2028

Engagement Team

We have selected an audit team that we believe will be effective and efficient for the audit. The supervisory personnel are as follows:

Jim Hinkle – Managing Partner

Jim is our Managing Partner and will oversee the engagement to ensure you receive the highest level of service in both quality of audit and personalized service. We expect you to become one of our significant references!

Timothy Ahopelto – Partner & Audit Director

Timothy will be the Audit Manager for your engagement. Timothy brings more than 20 years of experience providing audit and consulting services to various industries during his career in public accounting including local governments. Timothy will bring the detailed knowledge of new GASB pronouncements, how they may impact the Town and assist with the implementation of new standards applicable to the Town. Timothy will ensure the Town has access to a knowledge base on all accounting and reporting issues pertinent to the Town during the audit and throughout the year.

Ariel Fuqua – Senior In-charge Auditor

Ariel will serve as your Senior Auditor & In-charge as the Town's point of contact and communicator throughout the auditing process. She is currently responsible for audits of counties, cities, school districts and charter schools of varying sizes in Colorado. She brings over 13 years of client-based services with an extensive background in managing teams and leading correspondences. Ariel holds a Bachelor of Science in Accounting from Western Governors University as well as a Bachelor of Arts in Music Performance from Metropolitan State University of Denver.

Kinsey Fields – Staff Auditor

Kinsey will be the Staff Auditor of performing audit procedures. Kinsey brings 2 years of working in governmental accounting and 6 months of experience providing audit and non-attest services for Hinkle & Company, PC. She is very good at working with a team as she played and coached college tennis. Kinsey is expected to graduate with her master's degree in accounting in May 2024 from Metropolitan State University of Denver and an undergraduate degree in Accounting from Washburn University in Topeka.



Hinkle & Company, PC

Town of Johnstown, Colorado
Request for Proposals – Professional Audit Services
For the Years Ending December 31, 2024 - 2028

Engagement Team (Continued)

James D. Hinkle, CPA/ABV, CVA, CMAP, MAFF, CFF Partner

(T) (303) 796-1000
(F) (303) 796-1001

Jim@HinkleCPAs.com



Engagement Responsibility: Jim will be the Engagement Partner and have responsibility for communication with management and primary reviewer of all audit work.

Education: B.S. Accounting and Business Administration, Kansas University, Lawrence, Kansas.

Current Responsibilities: Audit Partner in the public accounting firm of Hinkle & Company, PC.

Other Related Training/Education: Certified Public Accountant in the State of Colorado, Oklahoma, California, Arkansas, Kansas, and Missouri. Member of the American Institute of CPAs and the Colorado Society of CPAs and the Oklahoma Society of CPAs.

Professional Experience: Jim has over 35 years of experience with national public accounting firms and Hinkle & Company, PC.

Jim spent 13 years with Baird, Kurtz & Dobson (BKD) in Kansas City and Tulsa. During this time, he was one of two members who taught Single Audits in internal CPE classes. For two years, Jim left public accounting and managed a \$20 million sales organization who was a previous BKD client.

In 1997, Jim began Hinkle & Company, PC and built a full-service CPA Firm that provides audit, income tax and bookkeeping services to clients throughout the Midwest. Today, the Firm employs over 27 professional and support staff, performs over 200 audits and services over 800 tax clients. The Firm is licensed to practice in seven states throughout the Midwest.



Town of Johnstown, Colorado
Request for Proposals – Professional Audit Services
For the Years Ending December 31, 2024 - 2028

Engagement Team (Continued)

Timothy Ahopelto, CPA Audit Manager – Accounting & Auditing Director

(T) (303) 796-1000
(F) (303) 796-1001

Timothy@HinkleCPAs.com



Engagement Responsibility: Timothy will be the Manager and the primary audit contact on all interim and final fieldwork procedures.

Education: B.S. Business Administration cum laude, University of Arizona, Tucson, Arizona.

Current Responsibilities: Audit Manager in the public accounting firm of Hinkle & Company, PC.

Other Related Training/Education: Certified Public Accountant in the State of Colorado. Member of the American Institute of CPAs and Colorado Society of CPAs. Most continuing education in the past three years has been related to accounting and auditing.

Professional Experience: Timothy has over twenty years of experience with local public accounting firms in Colorado.

Timothy has provided audit and consulting services to various industries during his career in public accounting, including governments, and not for profit organizations as well as public and non-public companies in the manufacturing, software, and consulting industries.

Timothy is currently responsible for audits of counties, cities, school districts and charter schools of varying sizes in Colorado.

Timothy has performed internal control and policies and procedures reviews and presented recommendations to management and governing boards.



Town of Johnstown, Colorado
Request for Proposals – Professional Audit Services
For the Years Ending December 31, 2024 - 2028

Engagement Team (Continued)

Ariel Fuqua **Senior In-charge Auditor**

(T) (303) 796-1000

(F) (303) 796-1001

Ariel.F@HinkleCPAs.com

Engagement Responsibility: Ariel's will work with Jim Hinkle as the Senior In-Charge Auditor and is responsible for completing the detailed audit work.

Education: B.S. Accounting, Western Governors University, Salt Lake City, UT., B.S. Music Performance, Metropolitan State University of Denver, Denver, Colorado.

Current Responsibilities: Associate Auditor for the Colorado practice in the public accounting firm of Hinkle & Company, PC.

Other Related Training/Education: Currently studying for the CPA exams and taking continuing education related to governmental accounting and auditing.

Professional Experience: Ariel has worked with Hinkle & Company since January of 2023 working mostly in the audit area with some tax experience.

Ariel has over 13 years of professional experience in client-based services where she has managed teams, developed correspondences, developed training programs and solved client issues.

Ariel has provided audit, financial and consulting services to various industries during her career in accounting, including governments, school districts, charter schools and not for profit organizations.



Town of Johnstown, Colorado
Request for Proposals – Professional Audit Services
For the Years Ending December 31, 2024 - 2028

Engagement Team (Continued)

Kinsey Fields **Staff Auditor**

(T) (303) 376-7257
(F) (303) 796-1001

kinsey.f@hinklecpas.com

Engagement Responsibility: Kinsey will work with Ariel Fuqua as the Staff Auditor and will be responsible for completing the detailed audit work and audit lead with all interim and final fieldwork procedures.

Education: B.S. Accounting, Washburn University, Topeka, Kansas.

Current Responsibilities: Senior Staff Auditor for the Colorado practice in the public accounting firm of Hinkle & Company, PC.

Other Related Training/Education: Kinsey is pursuing her Master's in Accounting at Metropolitan University of Denver.

Professional Experience: Kinsey has 2 years of professional experience in accounting.

During college, Kinsey was an athlete and assistant coach of the NCAA Division II – Metropolitan University of Denver Tennis Team.



Hinkle & Company, PC

Town of Johnstown, Colorado
Request for Proposals – Professional Audit Services
For the Years Ending December 31, 2024 - 2028

Exhibits

Attached are the following exhibits which are considered an integral part of this proposal.

Exhibit 1	Client References
Exhibit 2	Peer Review Report
Exhibit 3	Firm & CPA Licenses
Exhibit 4	Proof of Professional Liability Insurance
Exhibit 5	Schedule of Professional Fees

Summary

We would like to thank you for this opportunity to be considered for your auditing needs and to provide you with information about Hinkle & Company, PC. We are confident our successful track record in the completion of audits of similar governmental agencies has demonstrated that we possess the qualifications, competencies, and capacity to satisfy the requirements for the Town of Johnstown's financial and single audit, on time and on budget. If you have any questions, we invite you to please contact us. We are excited about submitting this proposal and we are asking for the opportunity to provide you with professional audit and compliance services. Thank you!



Hinkle & Company, PC

Town of Johnstown, Colorado
Request for Proposals – Professional Audit Services
For the Years Ending December 31, 2024 - 2028

Exhibit 1– Client References

<u>Organization Name/Audit type</u>	<u>Contact</u>	<u>Telephone</u>
Town of Berthoud Audit	Cindy Leach Director of Finance & Human Resources cleach@berthoud.org	(970) 344-5877
Town of Morrison Audit	Ariana Neverdahl Town Clerk aneverdahl@morrissonco.us	(303) 697-8749
Town of Windsor Audit	Dean Moyer Finance Director dmoyer@windsorgov.com	(970) 674-2418
Weld County Audit/ACFR	Chris D'Ovidio Controller (Received GFOA Certificate) cdovidio@weldgov.com	(970) 400-4447
City of Golden Audit/ACFR	Stephanie Novello Deputy Director of Finance (Received GFOA Certificate) snovello@cityofgolden.net	(303) 384-8021

**Example/samples of audit of financial statements and ACFR reports are available on referenced client websites.



Exhibit 2 - Peer Review



Finley & Cook, PLLC

405-878-7300

Finley-Cook.com

1421 East 45th Street

Shawnee, OK 74804

Item #9.

Report on the Firm's System of Quality Control

To the Partners of Hinkle & Company, PC and
the Peer Review Committee of the Oklahoma Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Hinkle & Company, PC (the "firm") in effect for the year ended September 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Exhibit 2 - Peer Review

Item #9.

To the Partners of Hinkle & Company, PC and
the Peer Review Committee of the Oklahoma Society of CPAs
Page -2-

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Hinkle & Company, PC in effect for the year ended September 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Hinkle & Company, PC has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Finley & Cook, PLLC". The signature is written in a cursive, flowing style.

Shawnee, Oklahoma
August 30, 2023

December 04, 2023

James Hinkle
Hinkle & Company PC
5028 E 101st ST Ste A
Tulsa, OK 74137-5821

Dear James Hinkle:

It is my pleasure to notify you that on November 30, 2023, the Oklahoma Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is March 31, 2026. This is the date by which all review documents should be completed and submitted to the administering entity. Since your due date falls between January and April, you can arrange to have your review a few months earlier to avoid having a review during tax season.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

OSCPA Peer Review Committee

Peer Review Committee
peerreview@oscpa.com
1-800-522-8261 ext. 3810

cc: Danny Bledsoe

Firm Number: 900010140928

Review Number: 601404

Exhibit 3 - Firm & CPA Licenses

Item #9.



Lookup Detail View

Licensee Information

This serves as primary source verification* of the license.

*Primary source verification: License information provided by the Colorado Division of Professions and Occupations, established by 24-34-102 C.R.S.

Name	Public Address
Hinkle & Company PC	James D. Hinkle 8400 E Crescent Pkwy Ste 600 Greenwood Village, CO 80111-2842

Credential Information

License Number	License Method	License Type	License Status	Original Issue Date	Effective Date	Expiration Date
FRM.5000345	Firm Registration	Public Accounting Firm	Active	12/20/2017	09/01/2023	08/31/2026

Supervision

Relationship	Supervisor/Supervisee	License	Start Date	Relationship Type
Supervised By	James Douglas Hinkle	CPA.0034804	12/20/2017	Responsible Individual

Board/Program Actions

Discipline
There is no Discipline or Board Actions on file for this credential.

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Exhibit 3 - Firm & CPA Licenses

Item #9.



Lookup Detail View

Licensee Information

This serves as primary source verification* of the license.

*Primary source verification: License information provided by the Colorado Division of Professions and Occupations, established by 24-34-102 C.R.S.

Name	Public Address
James Douglas Hinkle	Greenwood Village, CO 80111

License Information

Colorado Certificate holders passed the AICPA Ethics course within 2 years immediately preceding their Colorado application and achieved a minimum score of 90%. Colorado does not provide exam scores. Licensees can obtain their exam score from NASBA, for a fee, by visiting www.nasbastore.org (https://nasbastore.org/index.php?main_page=document_product_info&cPath=248&products_id=1096).

Minimum Training Requirements on the Date of First Issue:

- Prior to 7/1/2015 = 150 hours of education OR 120 hours of education + 1 year of work experience (1800 hours verified by a CPA)
- After 7/1/2015 = 150 hours of education + 1 year of work experience (1800 hours verified by a CPA)

License Number	License Method	License Type	License Status	Original Issue Date	Effective Date	Expiration Date
CPA.0034804	Reciprocity	Certified Public Accountant	Active	09/20/2017	12/01/2021	11/30/2023

Supervision

Relationship	Supervisor/Supervisee	License	Start Date	Relationship Type
Supervises	Hinkle & Company PC	FRM.5000345	12/20/2017	Responsible Individual

Board/Program Actions

Discipline
There is no Discipline or Board Actions on file for this credential.

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Exhibit 3 - Firm & CPA Licenses

Item #9.



Lookup Detail View

Licensee Information

This serves as primary source verification* of the license.

*Primary source verification: License information provided by the Colorado Division of Professions and Occupations, established by 24-34-102 C.R.S.

Name	Public Address
Timothy Andrew Ahopelto	Denver, CO 80236

License Information

Colorado Certificate holders passed the AICPA Ethics course within 2 years immediately preceding their Colorado application and achieved a minimum score of 90%. Colorado does not provide exam scores. Licensees can obtain their exam score from NASBA, for a fee, by visiting www.nasbastore.org (https://nasbastore.org/index.php?main_page=document_product_info&cPath=248&products_id=1096).

Minimum Training Requirements on the Date of First Issue:

- Prior to 7/1/2015 = 150 hours of education OR 120 hours of education + 1 year of work experience (1800 hours verified by a CPA)
- After 7/1/2015 = 150 hours of education + 1 year of work experience (1800 hours verified by a CPA)

License Number	License Method	License Type	License Status	Original Issue Date	Effective Date	Expiration Date
CPA.0021210	Examination	Certified Public Accountant	Active	09/26/2001	12/01/2021	11/30/2023

Board/Program Actions

Discipline
There is no Discipline or Board Actions on file for this credential.

Generated on: 10/24/2023 11:41:29 AM

Exhibit 3 - Firm & CPA Licenses

Item #9.



Lookup Detail View

Licensee Information

This serves as primary source verification of the license.*

**Primary source verification: License information provided by the Colorado Division of Professions and Occupations, established by 24-34-102 C.R.S.*

Name	Public Address
Janae Cheri Jensen	8390 E. Crescent Parkway, Suite 600 Greenwood Village, CO 80111

License Information

Colorado Certificate holders passed the AICPA Ethics course within 2 years immediately preceding their Colorado application and achieved a minimum score of 90%. Colorado does not provide exam scores. Licensees can obtain their exam score from NASBA, for a fee, by visiting www.nasbastore.org (https://nasbastore.org/index.php?main_page=document_product_info&cPath=248&products_id=1096).

Minimum Training Requirements on the Date of First Issue:

- Prior to 7/1/2015 = 150 hours of education OR 120 hours of education + 1 year of work experience (1800 hours verified by a CPA)
- After 7/1/2015 = 150 hours of education + 1 year of work experience (1800 hours verified by a CPA)

License Number	License Method	License Type	License Status	Original Issue Date	Effective Date	Expiration Date
CPA.0027174	Examination	Certified Public Accountant	Active	02/06/2009	12/01/2021	11/30/2023

Board/Program Actions

Discipline
There is no Discipline or Board Actions on file for this credential.

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Exhibit 4 - Professional Liability Ins Policy & Workers Compensation CERTIFICATE OF LIABILITY INSURANCE

DATE (1/22/2024) Item #9.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 5727 South Lewis Ste 420 Tulsa, OK 74105	CONTACT NAME: Kendal Roberts PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Kendal.Roberts@alliant.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty Insurance Company of Americ INSURER B: Travelers Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Hinkle & Company, Pc Attn: Jim Hinkle 5028 E 101st St, Suite A Tulsa, OK 74137	NAIC # 19046 25658

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			680-1E515996-23-42	1/29/2024	1/29/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB3K3549352442	2/19/2024	2/19/2025	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 750 West Hampden Ave., Suite 400, Englewood, CO 80110
Account Number: 1500-89065

First Oklahoma Bank is included as Lenders Loss Payee when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

First Oklahoma Bank PO Box 1370 Jenks, OK 74037	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



Exhibit 4 - Professional Liability Ins Policy & Workers Compensation CERTIFICATE OF LIABILITY INSURANCE

DATE (1/22/2024) Item #9.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 5727 South Lewis Ste 420 Tulsa, OK 74105	CONTACT NAME: Kendal Roberts	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: Kendal.Roberts@alliant.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Casualty Insurance Company of Americ	
	INSURER B : Travelers Indemnity Company	
INSURED Hinkle & Company, Pc 5028 E 101st St, Suite A Tulsa, OK 74137	NAIC #	
	19046	
	25658	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			680-1E515996-23-42	1/29/2024	1/29/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
B	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB3K3549352442	2/19/2024	2/19/2025	PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Hinkle & Company, PC
for information purposes only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

Town of Johnstown, Colorado
Request for Proposals – Professional Audit Services
For the Years Ending December 31, 2024 - 2028

Hinkle & Company, PC

Exhibit 5 – Schedule of Professional Fees

Town of Johnstown, Colorado

Dollar Cost Proposal – Schedule of Professional Fees

Hinkle & Company, PC

Hinkle & Company, PC certifies that James D. Hinkle, CPA is entitled to represent the firm, is empowered to submit the bid, and authorized to sign a contract with the Town of Johnstown, Colorado.



James D. Hinkle, CPA

September 16, 2024

Date



Hinkle & Company, PC

Town of Johnstown, Colorado
Request for Proposals – Professional Audit Services
For the Years Ending December 31, 2024 - 2028

Exhibit 5 – Schedule of Professional Fees

Estimated Staffing Needs

We have developed a budget of audit hours that includes a significant portion of time by our most seasoned team. We anticipate the estimated time proposed as follows:

	Estimated Hours**	Quoted Rates	Total
Jim Hinkle (Managing Partner)	20	150	\$ 3,000
Timothy Ahopelto (Partner)	35	140	4,900
Ariel Fuqua (Senior Auditor)	95	120	11,400
Kinsey Fields (Staff Auditor)	92	100	9,200
	242		\$ 28,500
*Out-of-Pocket expense			None
			<u>\$ 28,500</u>

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY2028</u>
Financial Audit	\$ <u>28,500</u>	\$ <u>28,500</u>	\$ <u>30,000</u>	\$ <u>30,000</u>	\$ <u>32,000</u>
Single Audit **	\$ <u>5,500</u>	\$ <u>5,500</u>	\$ <u>5,800</u>	\$ <u>5,800</u>	\$ <u>6,200</u>

* Out-of-pocket expenses (including transportation, meals, lodging and other travel related expenses) are included in the bid proposal.

** If a Single audit is required during any audit period, we anticipate compliance testing will add an additional 40-50 hours to the engagement and therefore, the fee will increase by the amount shown for each major program required to be audited, respectively.

Fees for services provided will be invoiced as work is completed on the engagement. We expect to send an invoice after interim work is complete, at the end of final fieldwork, and a final invoice upon issuance of the audit opinions.

Fees for Other Services

If additional (non-audit) services are required, the hourly rates for issues that reach beyond the scope of this agreement would be negotiated at the time and would be based upon the level of services requested. Any services requested on an hourly basis would be billed at \$175 per hour.





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

Item #10.

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 21, 2024

SUBJECT: **Public Hearing** – Ordinance No. 2024-261, an Ordinance Amending Section 7-149 of the Johnstown Municipal Code to Prohibit the Sale of Dogs and Cats in Public Places

ACTION PROPOSED: Consider Ordinance No. 2024-261

ATTACHMENTS: 1. Ordinance No. 2024-261, an Ordinance Amending Section 7-149 of the Johnstown Municipal Code to Prohibit the Sale of Dogs and Cats in Public Places

PRESENTED BY: Town Attorney, Avi Rocklin

AGENDA ITEM DESCRIPTION: On November 20, 2023, the Town Council adopted Ordinance No. 2023-255, prohibiting, with limited exception, the sale of dogs and cats from pet shops. The Town Council expressed a desire to expand the prohibition to prohibit the sale of dogs and cats from public places, including streets, public rights-of-way, medians, parks, recreation areas and parking lots. For consideration is Ordinance No. 2024-261, an Ordinance Amending Section 7-149 of the Johnstown Municipal Code to Prohibit the Sale of Dogs and Cats in Public Places, which would accomplish the foregoing.

STRATEGIC PLAN ALIGNMENT:

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

LEGAL ADVICE:

The Town attorney drafted Ordinance No. 2024-261.

FINANCIAL ADVICE:

The Community that Cares

NA

RECOMMENDED ACTION: Approve Ordinance No. 2024-261, Ordinance Amending Section 7-149 of the Johnstown Municipal Code to Prohibit the Sale of Dogs and Cats in Public Places.

SUGGESTED MOTIONS:

For Approval: I move to approve Ordinance No. 2024-261, an Ordinance Amending Section 7-149 of the Johnstown Municipal Code to Prohibit the Sale of Dogs and Cats in Public Places.

For Approval with Conditions: I move to approve Ordinance No. 2024-261, an Ordinance Amending Section 7-149 of the Johnstown Municipal Code to Prohibit the Sale of Dogs and Cats in Public Places, with the following modifications _____.

For Denial: I move to deny approval of Ordinance No. 2024-261, an Ordinance Amending Section 7-149 of the Johnstown Municipal Code to Prohibit the Sale of Dogs and Cats in Public Places.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2024-261

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____ By: _____
Hannah Hill, Town Clerk Michael P. Duncan, Mayor

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____ By: _____
Hannah Hill, Town Clerk Michael P. Duncan, Mayor



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

Item #11.

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 21, 2024

SUBJECT: Public Hearing – Zoning Case No. ANX23-0001 for The Blue Spruce Ridge Annexation

ACTION PROPOSED: Consideration of Ordinance 2024-260 Approving R-2 Zoning, with Modifications and Restrictions, for The Blue Spruce Ridge Annexation

ATTACHMENTS:

1. Planning & Zoning Commission Staff Report
2. Ordinance 2024-260
3. Vicinity Map
4. Zoning Map
5. Concept Plan
6. Letters of Support
7. Staff Presentation
8. Applicant Presentation

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

EXECUTIVE DESCRIPTION

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

PLANNING & ZONING COMMISSION SUMMARY

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

The majority of commentators were supportive of R-2 zoning with the stated modifications and restrictions. Those who spoke in favor of the proposal acknowledged the Applicant for working with

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the community at the neighborhood meetings and responding in kind to find an equitable resolve. A few people spoke in opposition to the request, citing such things as infrastructure deficiencies, traffic concerns, and not wanting to live next to renters.

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

PUBLIC NOTICE

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

STRATEGIC PLAN ALIGNMENT

- Natural & Built Environments
 - *Expect and encourage community-centered design.*
- Quality Infrastructure & Facilities
 - *Ensure future viability of infrastructure and facilities.*

LEGAL ADVICE:

The Town Attorney prepared Ordinance 2024-260 for this request.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: The Planning & Zoning Commission recommends that the Town Council approve Ordinance 2024-260, to Establish R-2 Zoning, with Modifications and Restrictions, for Case No. ANX23-0001, for The Blue Spruce Ridge Annexation.

SUGGESTED MOTIONS:

For Approval: I move to approve Ordinance No. 2024-260, Approving R-2 Zoning, with Modifications and Restrictions, for The Blue Spruce Ridge Annexation, Case No. ANX23-0001.

For Denial: I move to deny Ordinance No. 2024-260

Reviewed and Approved for Presentation,



Town Manager



Town of Johnstown

PLANNING & ZONING COMMISSION AGENDA MEMORANDUM

HEARING DATE: September 25, 2024

SUBJECT: Public Hearing – Zoning Case No. ANX23-0001 for the Blue Spruce Ridge Annexation

ACTION PROPOSED: Make a recommendation to the Town Council regarding the zoning for Annexation Case No. ANX23-0001

LOCATION: East of Larimer County Road 3E and just south of The Ridge at Johnstown Subdivision

APPLICANT: Blue Spruce Ridge ManageCo, LLC

ATTACHMENTS:

1. Vicinity Map
2. Zoning Map
3. Concept Plan
4. Letters of Support
5. Staff Presentation
6. Applicant Presentation

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

BACKGROUND & SUMMARY

In November of 2023, Blue Spruce Ridge ManageCo, LLC (“Applicant”), submitted a Petition for Annexation along with concurrent R-2 zoning, for approximately 41.114 acres of land in Larimer County. The subject property is located in the Southeast 1/4 of Section 26, Township 5 North, Range 68 West of the 6th P.M., More specifically, it is located east of Larimer County Road 3E and immediately south of The Ridge at Johnstown subdivision.

Ordinance 2024-246 for the annexation of this land was approved by the Town Council on the first and second reading at their meetings of April 1, 2024, and April 15, 2024, respectively. The annexation plat was recorded by Larimer County on August 27, 2024 (Reception No. 20240035785). Pursuant to C.R.S. § 31-12-115(2), zoning of the annexed land must occur within 90 days of the property becoming part of the municipality.

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

Town Council Actions

A request for R-2 zoning was submitted in conjunction with the annexation application. At the regular Town Council meeting on April 1, 2024, a public hearing was opened and this item was introduced for consideration. Based on the staff report, presentation, public testimony, and discussion among council members, the project was approved.

At the regular Town Council meeting on April 15, 2023, Ordinance 2024-247 was pulled from the consent agenda, on second reading, for further discussion. Councilmembers discussed the project, which resulted in a motion to re-open the public hearing and continue the item to the May 6, 2024 regular meeting.

At the regular Town Council meeting on May 6, 2024, Ordinance 2024-247 was re-introduced for consideration. Based upon the staff report, presentation, public testimony, and discussion amongst council members, Ordinance 2024-247 was denied on a 4-3 vote.

Pursuant to Section 17-2-1(L) of the Land Use and Development Code (LUDC), when the review body takes final action to deny an application, the same or a similar application shall not be refiled for one year from the date of denial. However, there shall be no time limitation on an application that the Director determines is substantially different from a previously denied application, when considering the proposed use, scale or intensity of development, and potential impacts on adjacent property.

Based upon the foregoing, despite requesting R-2 zoning again, staff has determined that substantial changes have been made to help define future development on the subject property. New information, that was not presented, discussed, or considered with the previous request, has been submitted in conjunction with the current zoning request. An overview of the updates, changes, and considerations that have taken place since the May 6, 2024, Town Council meeting is described below, along with a summary discussion on how zoning corresponds to the Town's other adopted plans.

ZONING

The purpose of zoning, or zoning districts, is to establish the character of specific areas, development patterns and context, and the type or intensity of uses and buildings. Zoning is established in conjunction with the Land Use Map in the Town's Comprehensive Plan.

Pursuant to Section 17-2-12(D)(3)(b), the Town shall consider zoning such newly annexed areas under the appropriate zoning category as follows: Requests for zoning districts other than the H-A (Holding Agriculture) District may be considered by the Town Council in conjunction with the annexation and based on the submittal of all applicable requirements for a rezoning application.

The Town Council shall place the newly annexed property into the most appropriate zoning district, considering the goals and objectives of the Town's Comprehensive Plan and the applicant's future development plans.

How the Comprehensive Plan Relates to Zoning Districts

The Comprehensive Plan (Comp Plan) provides high-level direction for the future of the Town's 48-square mile Growth Management Area. This Plan is designed for Town leaders to guide, and for community members to understand, the future development and redevelopment considerations for the Johnstown area from now into the next 20 years. The Comp Plan is comprised of overarching policies, goals, and implementation strategies, which are the foundational policies that help guide decision-making. In addition, the Comp Plan includes a Land Use Map, which helps direct desired growth patterns by identifying the characteristics of land use categories and where those categories are distributed across the Town's 48-square mile growth management area. As described in the Comp Plan, When the Planning and Zoning Commission and Town Council are presented with land use decisions for residential and commercial development, subdivision of land, or zoning changes, the following land use categories should be discussed and applied.

- High Density/Intensity
- Medium Density/Intensity
- Low Density/Intensity
- Very Low Density/Intensity

Each of the land use categories listed above is fully described in the Comp Plan, along with other overlays such as Greenways, Activity Centers, Agricultural Preservation, and Gateways. There are four major land use categories; however, there are ten (10) zoning districts listed in the LUDC.

H-A	Holding / Agriculture	RESIDENTIAL
R-E	Rural Estate	
R-1	Single-Family Neighborhood	
R-2	Mixed-Density Neighborhood	
R-3	High Density Neighborhood	
MU-NC	Neighborhood Commercial	COMMERCIAL
MU-DT	Downtown	
MU-RC	Regional Commercial	
I-1	Industrial Light	INDUSTRIAL
I-2	Industrial Heavy	

Acknowledging the fact that there are ten zoning districts, but only four land use categories, it stands to reason that multiple zoning districts must fit into each land use category. The way to determine the appropriateness of a specific zoning district relative to the overarching land use category is to start with the intent of said land use category, as defined in the Comp Plan.

Regarding the Blue Spruce Ridge Annexation, the land use category is shown as Low Density/Intensity (LDI). As written in the Comp Plan (pg. 50):

A Low Density/Intensity area (LDI) will be generally characterized by a higher percentage of residential, predominantly lots for single-family detached homes, with some lower density townhomes or duplex/patio homes. Commercial will be less prominent and focused on neighborhood-level services such as a convenience store, gas station, dance/karate studio, auto shop, salon, or restaurant, and civic uses (parks, library, schools).

Low Density/Intensity areas will occur along collector and local street corridors, and are likely to be adjacent to MDI and HDI areas, which serve to buffer LDIs from major street corridors and busier commercial areas. LDI's will strive to offer complete neighborhoods with easy access to neighborhood services, parks, schools, and be connected to adjacent neighborhoods and multi-modal corridors with trails and walks.

Residential neighborhoods will provide multiple housing and lifestyle options within a more suburban setting. An LDI neighborhood may utilize winding internal streets and cul-de-sac configurations; perimeter fencing and landscaping for buffers, pocket parks and playgrounds within neighborhoods, connected to a trail system. These provide another great solution for integrating a range of lifestyles, incomes, and ages into a neighborhood.

The above information provides the fundamental core for identifying a zoning district that will support the vision. The next step in the process is to review the intentions of the zoning districts, identify the street networks that serve the property, and analyze adjacent zoning designation, developments, and land uses.

BLUE SPRUCE RIDGE – ZONING ANALYSIS

Based upon the above information regarding the Comp Plan, and the ten zoning districts listed in the LUDC, the following analysis applies specifically to the subject property.

Zoning Analysis

This property is located in the Low Density/Intensity (LDI) land use category, as depicted on the Town's Land Use Map. The intent of the LDI land use category has been fully described at the top of this page.

Street Network

The subject property is primarily served by Larimer County Road 3e (LCR 3e), which is positioned along its western property line. The eastern corner of the property also lies adjacent to Larimer County Road 3 (High Plains Boulevard). Pursuant to the Town's adopted Transportation Master Plan, LCR 3e is listed as a Minor Arterial roadway, and High Plains Blvd. is listed as a Regionally

Significant Corridor and Major Arterial. Pursuant to the intent of the LDI land use category, LDI areas “will occur along collector and local street corridors, and are likely to be adjacent to MDI and HDI areas, which serve to buffer LDIs from major street corridors and busier commercial areas.”

Adjacent Zoning

Zoning designations for the properties immediately adjacent to the subject property are listed in the table below:

North	PUD – Residential Town of Johnstown – Ridge at Johnstown Subdivision
East	RR-2 – Unincorporated Larimer County – Rural Residential
South	RR-2 – Unincorporated Larimer County – Rural Residential
West	PUD – Residential Town of Johnstown – South Ridge Subdivision

The property to the north of the subject property is zoned PUD (Planned Unit Development) and was regulated by The Villages at Johnstown Performance Standards when it was approved for development. Pursuant to the Performance Standards, the property immediately north of the subject property was zoned for single-family residential development.

The property to the west of the subject property is zoned PUD. An Outline Development Plan (ODP) was approved in 2022 upon annexation of that land into the Town. The ODP specifies single-family residential development for that property.

Adjacent Land Use

Single-family residential development exists on the land to the immediate north. West of the project site is a residential subdivision called Southridge, which was approved by the Town Council earlier this year. That project is currently under construction. Unincorporated lands to the south and east have been used historically for farming purposes. There is also an oil and gas facility on the property to the immediate east.

Articles 3 and 5 of the LUDC create the framework and guidelines for residential subdivision development and provide extremely detailed requirements for street layouts, block and lot sizes, open space, residential building types, and neighborhood design. It is important to note, that while the base zone provides for the types of housing and other uses that would be permitted on an individual lot, there are extensive guidelines that dictate neighborhood design. The following section provides a summary of the intent of residential development, pursuant to the LUDC.

Section 17-5-1(A) provides that residential development standards have the following intent:

1. Provide housing variety within neighborhoods and among different neighborhoods and ensure compatible transitions between different residential building types.
2. Improve the appearance and livability of neighborhoods with good civic design.

3. Design and locate parks, trails, and other open spaces as focal points that shape neighborhood character.
4. Design neighborhoods with slow-speed streetscapes, well-connected sidewalks and trails, and shade, and enclosure provided by street trees.
5. Reinforce the distinct character of different neighborhoods based on their context:
 - a. Prioritize housing and walkable neighborhoods with convenient access to services, amenities, and destinations.
 - b. Promote lower-density rural neighborhoods with access to large, contiguous open spaces and natural areas.
6. Orient all buildings and lots to the public street or to common open spaces, and locate active social spaces along the streetscape.
7. Design buildings with human-scale details such as entry features, windows and doors, massing elements, and ornamental features, particularly where these features create compatibility among a mix of building types.
8. Promote lasting and sustained investment in neighborhoods with quality design.

Any future subdivision on the subject property would have to comply with the above intentions. Moreover, any future subdivision would be reviewed pursuant to the strict guidelines listed in Articles 3 and 5 of the LUDC, along with all other applicable regulations. When a subdivision is proposed, it will flow back through the review process, which will require a neighborhood meeting, a Planning & Zoning Commission hearing, and ultimately, a public hearing before the Town Council.

Zoning Conclusion

1. Pursuant to the Land Use Map, this property is in an LDI area.
2. Pursuant to the Transportation Master Plan, this property is positioned between two arterial roadways, suggesting that higher volumes of traffic are meant to flow past the property.
3. Pursuant to the Comp Plan, LDI areas will be generally characterized by a higher percentage of residential, predominantly lots for single-family detached homes, with some lower-density townhomes or duplex/patio homes.
4. Pursuant to Table 4-2 in Section 17-4-2 of the LUDC, the R-1 zone prohibits attached one-unit and multi-unit dwellings.
5. Pursuant to Table 4-2 in Section 17-4-2 of the LUDC, The R-2 zone provides the opportunity for one-unit detached, one-unit attached, and limited multi-unit dwellings.
6. Pursuant to Section 17-5-1(A)(1), residential developments should provide housing variety within neighborhoods and among different neighborhoods and ensure compatible transitions between different residential building types.

NEIGHBORHOOD MEETINGS

Subsequent to the May 6, 2024, Town Council meeting, two neighborhood meetings were conducted regarding this zoning proposal. The purpose of the neighborhood meetings is to present

new information to interested parties, to solicit feedback from the community in a less formal setting than that of a public hearing, and to encourage open discussion. Both meetings were held at the YMCA. The first meeting was held on July 16, 2024, and the second meeting was held on August 6, 2024; both meetings were on a Tuesday, and both started at 6pm. Notices were mailed to all property owners within 800 feet of the project site for both meetings.

Neighborhood Meeting #1 – July 16, 2024

Participation at the first neighborhood meeting was good, with 40-50 members of the community in attendance. The applicant presented a concept plan to the attendees and discussed some of the strategies that could be implemented to help alleviate concerns that were discussed at the Town Council meeting. Upon reviewing the concept plan, the primary concerns cited by the participants included:

- Lack of park space
- Concern about R-2 zoning, specifically regarding some of the land uses and residential typologies that are allowed
- Protection of existing houses and properties adjacent to the project site
- Unhappiness with The Ridge at Johnstown's lack of amenities
- Lack of confidence in the developer
- View protection
- Traffic problems resulting from the project
- Safety concerns regarding the ditch

The applicant received all comments and stated that a follow-up meeting would occur, wherein an updated plan would be presented.

Neighborhood Meeting #2 – August 6, 2024

Participation at the second meeting was also good, with a similar turnout to the first meeting. The applicant presented the updated concept plan and opened the discussion to the public. In general, the updated concept plan was better received than the first iteration. There were still comments made regarding the concerns listed in the summary of the first meeting; however, there was also more collaboration in trying to figure out what would be best for the existing residents/community members. Much of the discussion was focused on the north edge of the project where it abuts The Ridge at Johnstown subdivision. The community asked for a one-story limitation on housing development along that edge, to which the applicant agreed. The community also asked for park facilities that could be enjoyed by residents of existing neighborhoods, along with the future residents of the proposed project...to which the applicant also agreed.

At the conclusion of the meeting, the applicant stated that they would make final revisions to the concept plan to capture the discussion that took place. The applicant collected email addresses from participants who volunteered their information and sent additional communications to that

group. The concept plan that is attached to this staff report (Attachment 3) represents the final iteration based on the comments and feedback from the neighborhood meetings.

CONCEPT PLAN

Pursuant to Section 17-2-5(C)(2) of the LUDC, the applicant may present a preliminary sketch or Concept Plan for review by staff or the Planning and Zoning Commission and Town Council. This may be used to confirm interpretations, test basic concepts and standards, or review options for a proposed project. Review of the concept plan does not result in any inherent approvals but it provides an opportunity to receive feedback from staff, the Planning Commission, and elected officials.

The concept plan is being used as a supplemental tool to memorialize certain development restrictions that will be imposed upon the project. In this case, the base zone would be R-2; however, it would be R-2 with conditions and/or restrictions. The proposed restrictions are listed below:

1. All lots along the shared property line with The Ridge at Johnstown (north property line as denoted by stars on the concept plan) shall be limited to single-story detached development.
2. At minimum, an open space area shall be located along a portion of the shared property line with The Ridge at Johnstown (north property line), which would connect to a more centralized open space area within the project.
3. Density across the entire project is limited to five (5) dwelling units per acre.
4. A minimum of 30% open space with a central open space/amenity area shall be included in the plan.
5. The largest lots (6,000 square foot minimum) shall be located along the north and south property boundaries.
6. No apartments shall be constructed on this project site.
7. All townhomes shall be a maximum of two (2) stories in height.

It should be reiterated, that this concept plan does not approve the creation of any legal lots or plats, and does not require that this exact design be developed. This plan is simply an illustrative example of a subdivision that could be developed in conjunction with the above restrictions. Staff has not reviewed this concept plan for compliance with the LUDC and has not made formal comments on the design. Prior to any development occurring on the property, subsequent applications will have to be submitted, which will require additional review and public hearings.

CONCLUSION

The Comp Plan provides guidance for the development of the Town, including visioning for land use decisions. LDI areas are intended to provide multiple housing options in low-density formats, including townhouses and duplex/patio houses. The R-2 zone provides the baseline for this type of development, creating opportunities for housing diversity while maintaining a low-density look

and feel to the neighborhood. Any future subdivision projects will be reviewed for compliance with the intent of the LDI land use category, the strict application of the LUDC (specifically, Articles 3 and 5), and the context of neighboring developments.

Based upon the feedback received from the two neighborhood meetings, the applicant created a concept plan that uses the R-2 zone as a base zoning designation; however, they have also agreed to impose several development restrictions that would limit how the project site develops in the future. The proposed concept plan meets the intent of the LDI land use category and satisfies the requirements of the R-2 zone.

Staff has received four letters of support for this project (Attachment 4). All four letters are from residents of The Ridge at Johnstown subdivision who live near the project site. Based upon the content in the staff report, staff is recommending that the Planning & Zoning Commission recommend approval of R-2 zoning, with conditions, for the property known as the Blue Spruce Ridge Annexation.

COMPREHENSIVE PLAN ALIGNMENT:

GOAL L1 | Ensure neighborhood character and amenities contribute to the health and well-being of diverse residents.

Establishing zoning that would support the development of various housing types is one way to help achieve this goal. Staff finds that the R-2 zone would best support the goals and objectives of the Town's Comprehensive Plan and the applicant's future development plans.

STRATEGIC PLAN ALIGNMENT:

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

FINDINGS OF FACT

Pursuant to Section 17-2-3(B) of the LUDC, the review, recommendations, and decisions for a proposed rezone shall be based on the following criteria.

1. The rezone furthers one or more of the purposes of these regulations in Section 17-1-3, and on balance any purposes that may be undermined are outweighed by the benefits of those purposes it furthers, because, the proposed rezone would implement the Goals and Strategies in the Comprehensive Plan.

2. The proposal is consistent with the goals and objectives of the Comprehensive Plan and any other plan, policy or guidance adopted pursuant to that plan, because, any development on the property would be subject to, and regulated by, the adopted Land Use and Development Code

(LUDC). The LUDC was drafted and adopted subsequent to the update of the Town's Comprehensive Plan (Comp Plan) as a tool to implement said Comp Plan.

3. *The change is consistent with the intent of the proposed zoning district, specifically considering:*

a. the design of streets, civic spaces and other open space, because, the applicant shall be required to dedicate and construct right-of-way improvements that will benefit the public street network.

b. the pattern, scale, and format of buildings and sites, because, the R-2 zoning designation provides limitations on development, which would be consistent with existing development and the Town's adopted plans and policies.

c. the compatibility and transition with other complementary uses and development in the vicinity, because, the R-2 zone provides flexibility in housing types and neighborhood design and the conditions imposed upon this project site will further restrict development for compatibility with surround uses.

4. *The change is necessary for at least one of the following reasons:*

a. There has been a material change in the character of the area or in the Town generally, such that the proposed rezone is in the public interest, because, the Johnstown Area Comprehensive Plan and the Land Use and Development Code have been updated and development of the property will be subject to those adopted plans.

b. The change will serve a community need or provide an amenity or benefit to the surrounding area that was not anticipated at the time of the initial zoning, because, the restrictions imposed upon the project site will add open space and park amenities that can be used by existing residents.

5. *The Town or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district, because,* the project was referred to responsible agencies and no comments were received stating that services could not be provided. The applicant and/or developer shall be required to dedicate the applicable water shares necessary to support future development of the property.

6. *Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design, and engineering practices or are outweighed by broader public benefits to the surrounding community, because,* the proposed rezone will help promote and implement the goals and strategies in the Johnstown Area Comprehensive Plan.

7. *If owner-initiated, at least two-thirds of the subject property owners within the change of zone boundary have signed the application.* This Zoning application meets the eligibility criteria for review.

8. *If owner-initiated, the subject property has not been included in a rezone action in the prior 12 months, with the exception of property in the H-A zoning district which was established*

concurrent with annexation. This property has not been included in a rezone action in the prior 12 months.

9. The recommendations of any professional staff and advisory review bodies have been considered. This application has been reviewed by professional staff and advisory review bodies.

RECOMMENDED ACTION: Recommend that the Town Council **APPROVE** R-2 zoning, with conditions, for the Blue Spruce Ridge Annexation.

SUGGESTED MOTIONS:

For Approval: I move to approve R-2 zoning, with conditions, for the Blue Spruce Ridge Annexation

For Denial: I move to deny R-2 zoning for the Blue Spruce Ridge Annexation

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Michael P. Duncan, Mayor

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
, Town Clerk

By: _____
Michael P. Duncan, Mayor

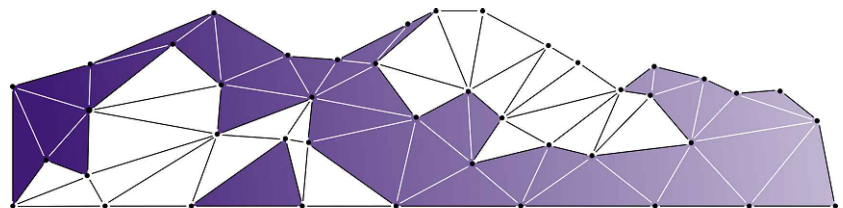
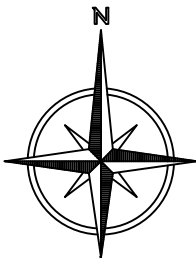
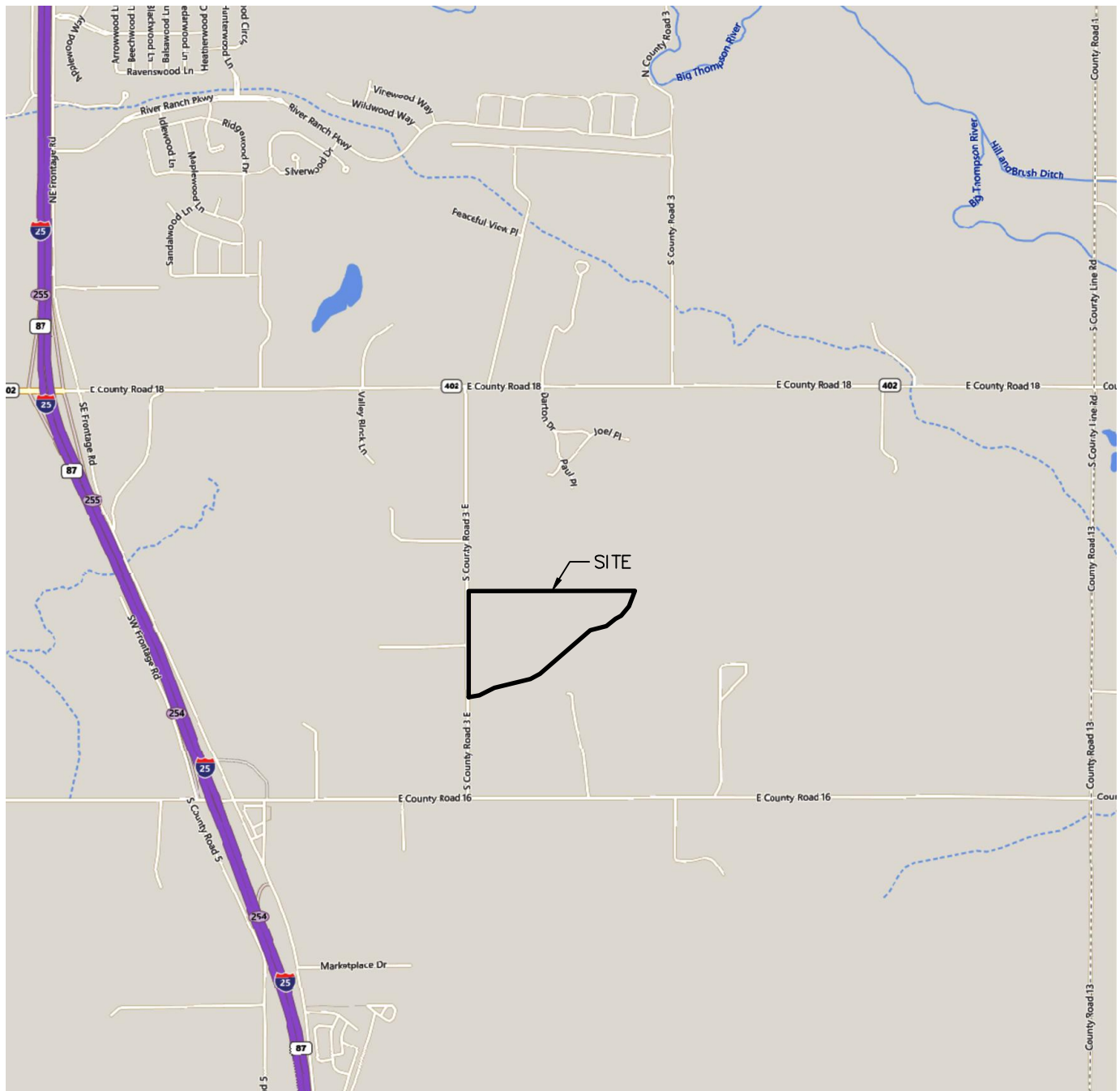
EXHIBIT "A"

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

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

VICINITY MAP

Item #11.



MAJESTIC SURVEYING

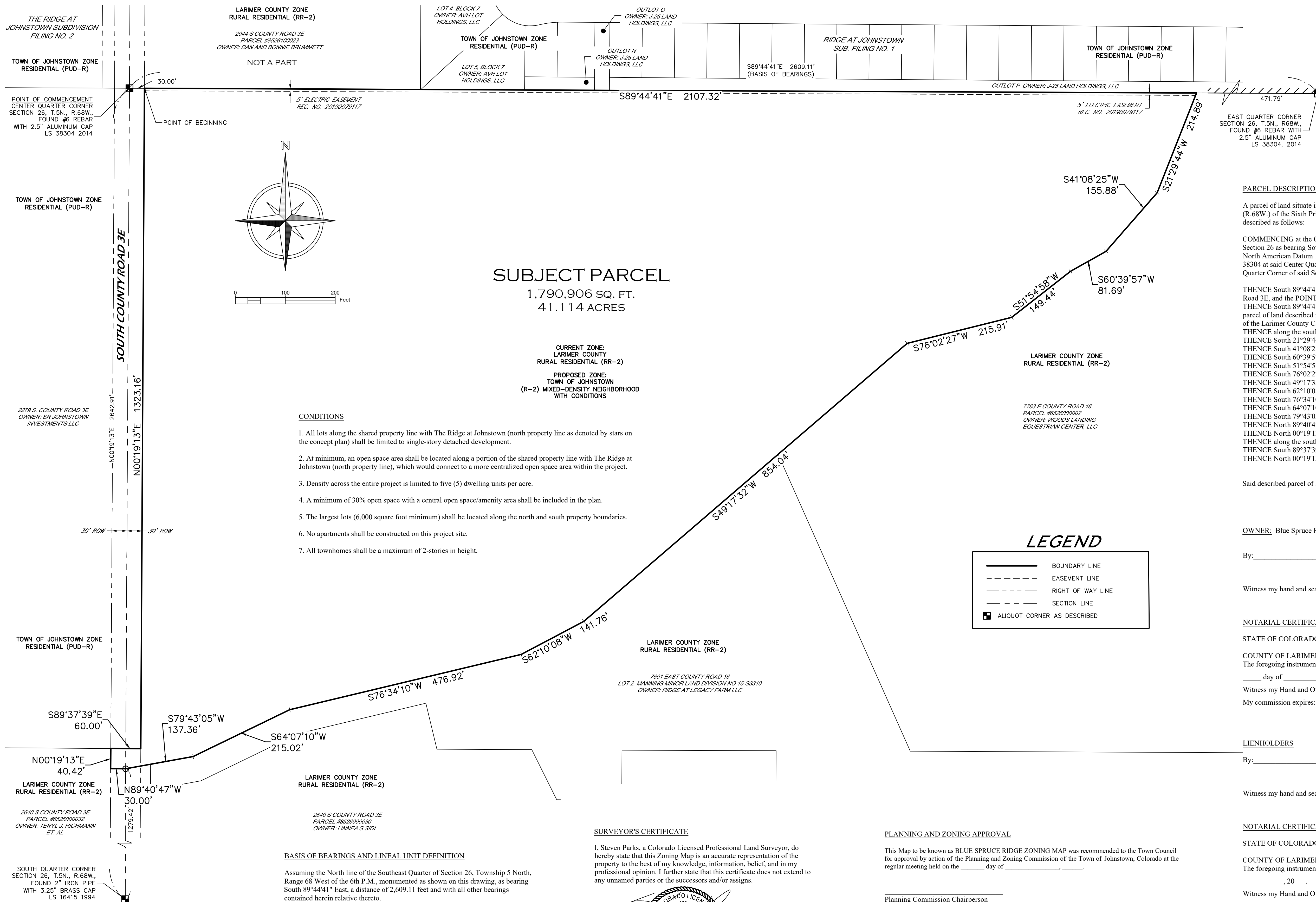
Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown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

PROJECT NO: 2022266-A
DATE: 8-28-2023

CLIENT: CALIBER
SCALE: 1"=2000'

BLUE SPRUCE RIDGE ZONING MAP

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M.
COUNTY OF LARIMER, STATE OF COLORADO



BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the North line of the Southeast Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., monumented as shown on this drawing, as bearing South 89°44'41" East, a distance of 2,609.11 feet and with all other bearings contained herein relative thereto.

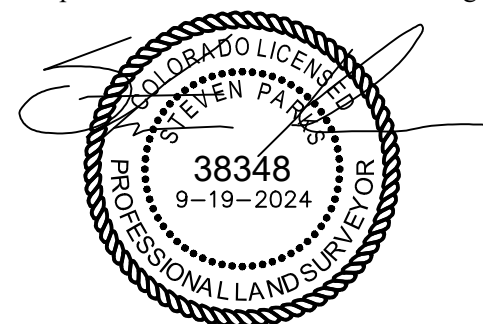
The lineal dimensions as contained herein are based upon the "U.S. Survey Foot".

TITLE COMMITMENT NOTE

For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number 459-HS0823182-414, dated August 28, 2023, as prepared by Heritage Title Company to delineate the aforesaid information. This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.

SURVEYOR'S CERTIFICATE

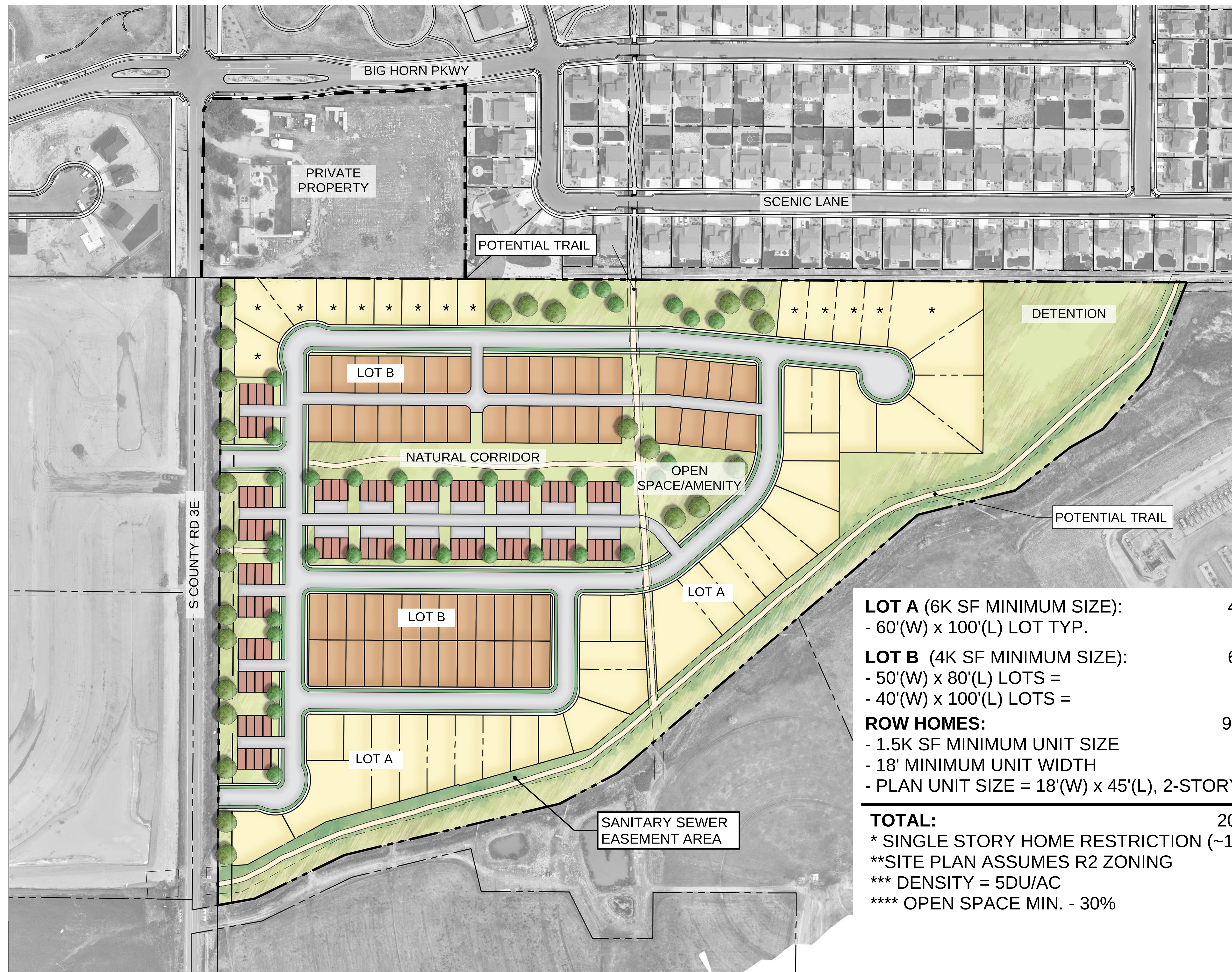
I, Steven Parks, a Colorado Licensed Professional Land Surveyor, do hereby state that this Zoning Map is an accurate representation of the property to the best of my knowledge, information, belief, and in my professional opinion. I further state that this certificate does not extend to any unnamed parties or the successors and/or assigns.



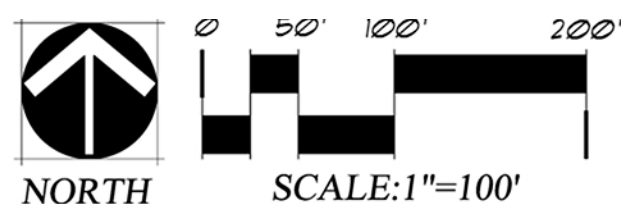
Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348
stevenp@majesticsurveying.com



PROJ. NO: 2022266-A	PROJECT NAME: BLUE SPRUCE	REVISIONS:	DATE:
DATE: 2-8-2024	CLIENT: H & G	REDLINES	1-4-24
DRAWN BY: MAK	FILE NAME: 2022266-A_ZONE	REVISIONS	9-19-24
CHECKED BY: SIP	SCALE: 1" = 100'		



- | | | |
|---|-------------------------------|--|
| LOT A (6K SF MINIMUM SIZE):
- 60'(W) x 100'(L) LOT TYP. | 44 LOTS | |
| LOT B (4K SF MINIMUM SIZE):
- 50'(W) x 80'(L) LOTS =
- 40'(W) x 100'(L) LOTS = | 60 LOTS
34 LOTS
26 LOTS | |
| ROW HOMES:
- 1.5K SF MINIMUM UNIT SIZE
- 18' MINIMUM UNIT WIDTH
- PLAN UNIT SIZE = 18'(W) x 45'(L), 2-STORY | 96 UNITS | |
| TOTAL:
* SINGLE STORY HOME RESTRICTION (~14 OF 44)
**SITE PLAN ASSUMES R2 ZONING
*** DENSITY = 5DU/AC
**** OPEN SPACE MIN. - 30% | 200 UNITS | |



From: [Raymond Romero](#)
To: [Kyle Barichello](#)
Subject: Blue Spruce Ridge
Date: Tuesday, September 3, 2024 2:34:02 PM



Attention: this message was sent from someone outside of Caliber.

Always use caution when clicking links or attachments from unknown or unexpected senders.

Hi Kyle,

We just got off of our call with you where you showed us the new development plan for Blue Spruce Ridge and we just wanted to provide our support for the newest plan. We were pleasantly surprised to see a decrease in the total number of units in the community to allocate additional land to green space and a park. We think the flow of the park on each side of the walking path is a wonderful idea, and the single story restriction will preserve the existing views for the current residents on Scenic Lane. We also wanted to thank you for taking the time to listen to, gather, and incorporate feedback from the community. We felt heard and it showed our opinions mattered with each iteration of the plan.

Raymond and Jackie
4380 Scenic Ln

From: [Richard Ray](#)
To: [Kyle Barichello](#)
Subject: Blue Spruce Project.
Date: Wednesday, September 4, 2024 2:51:23 PM

[X] Attention: this message was sent from someone outside of Caliber.
Always use caution when clicking links or attachments from unknown or unexpected senders.

Thank you for sharing you current development plan with my Wife and I today. As you know, we have had many concerns with the development plans for the Blue Spruce project. The plan you previewed today should eliminate many of our concerns and would support the project with the current plan
Thank you for your willingness to work with the homeowner along Scenic Lane.

Richard and Peggy Ray.

From: [Dylan Singer](#)
To: [Kyle Barichello](#)
Subject: Meeting Recap
Date: Monday, September 9, 2024 8:05:42 AM

[X] Attention: this message was sent from someone outside of Caliber.
Always use caution when clicking links or attachments from unknown or unexpected senders.

Hey Kyle -

Thank you again for your time last week reviewing the proposed changes to the blue spruce development. Myself and many of the neighbors appreciate the extra effort you've put in to hear and address our concerns.

After reviewing the new proposed plans, specifically including the designated linear park open space behind Scenic Ln, I am confident you will have much more support around the development, and you certainly have mine as well. Any effort to provide usable green space as opposed to natural grass or xeriscaping is certainly appreciated.

If you need any additional information, please let me know.

Dylan

From: [Avery Grimes](#)
To: [Kyle Barichello](#)
Subject: Re: Blue Spruce Comments
Date: Monday, September 9, 2024 1:54:10 PM
Attachments: [image001.png](#)



Attention: [this message was sent from someone outside of Caliber.](#)

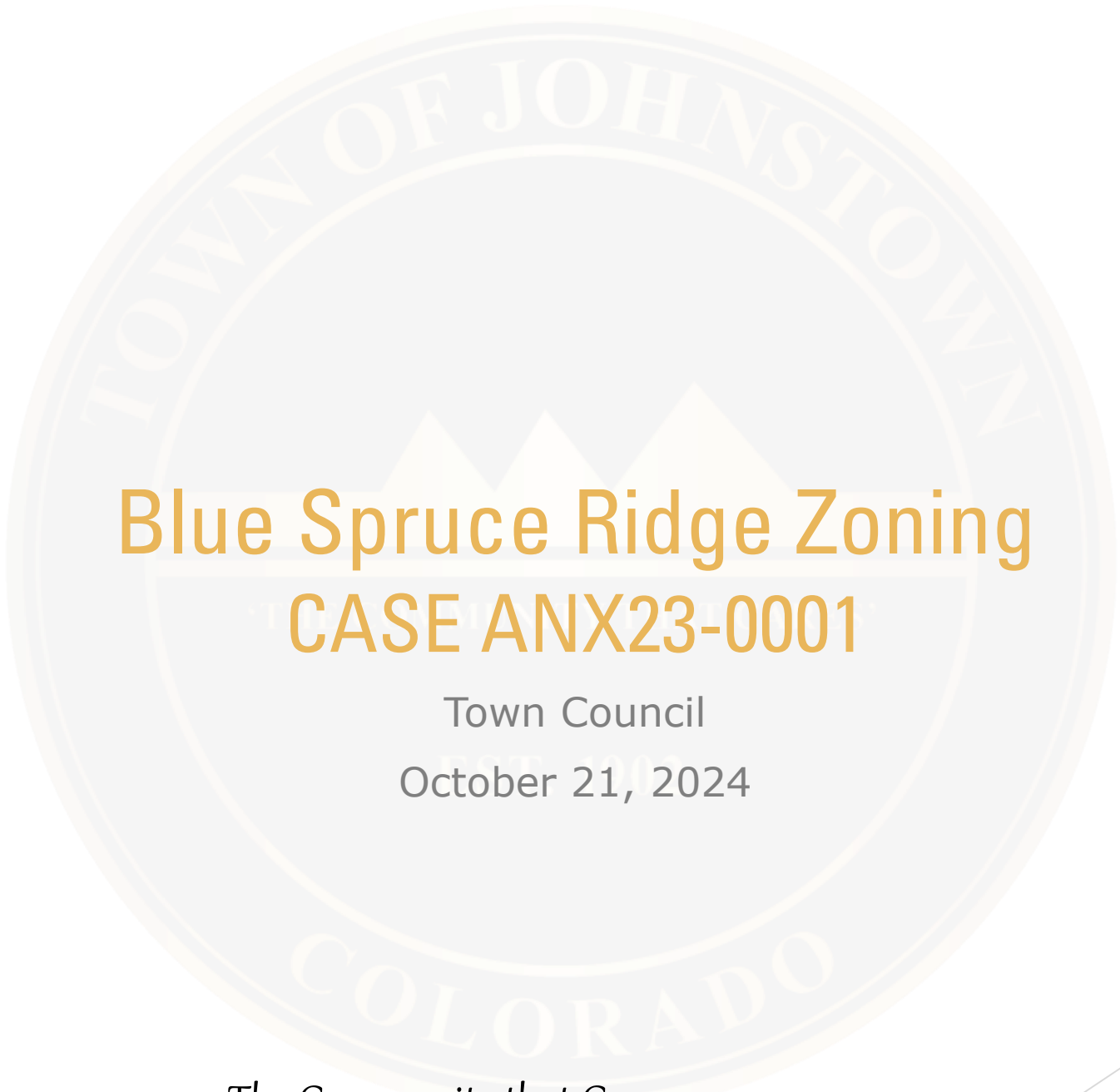
Always use caution when clicking links or attachments from unknown or unexpected senders.

Kyle,

Apologies on the delay of my email! I hope this finds you well.

After our conversation on Thursday I am feeling the best I've felt about the Blue Spruce project so far by a long shot! Although I would prefer all R1 zoning behind our home I appreciate the efforts you have made to ensure happiness on both sides! I love the idea of having an open space right behind scenic lane, creating more space between the new layer of homes. I also like that it will not be a "park" since I am worried about the safety and any complications that come with many children being back there. I love that you have included a park / amenity area. I am hoping this will include a park structure, a shaded area and maybe even a pool (wishful thinking of course). I also really appreciate that you made all of the homes to the north and the few corner homes on the west mandatory to be 1 story, I believe this will preserve our view as much as possible. I feel like you and Caliber have taken as many comments from the Ridge community members while still being able to come to a conclusion that will work for your company as possible, so thank you!

Avery Smith, Scenic Lane resident

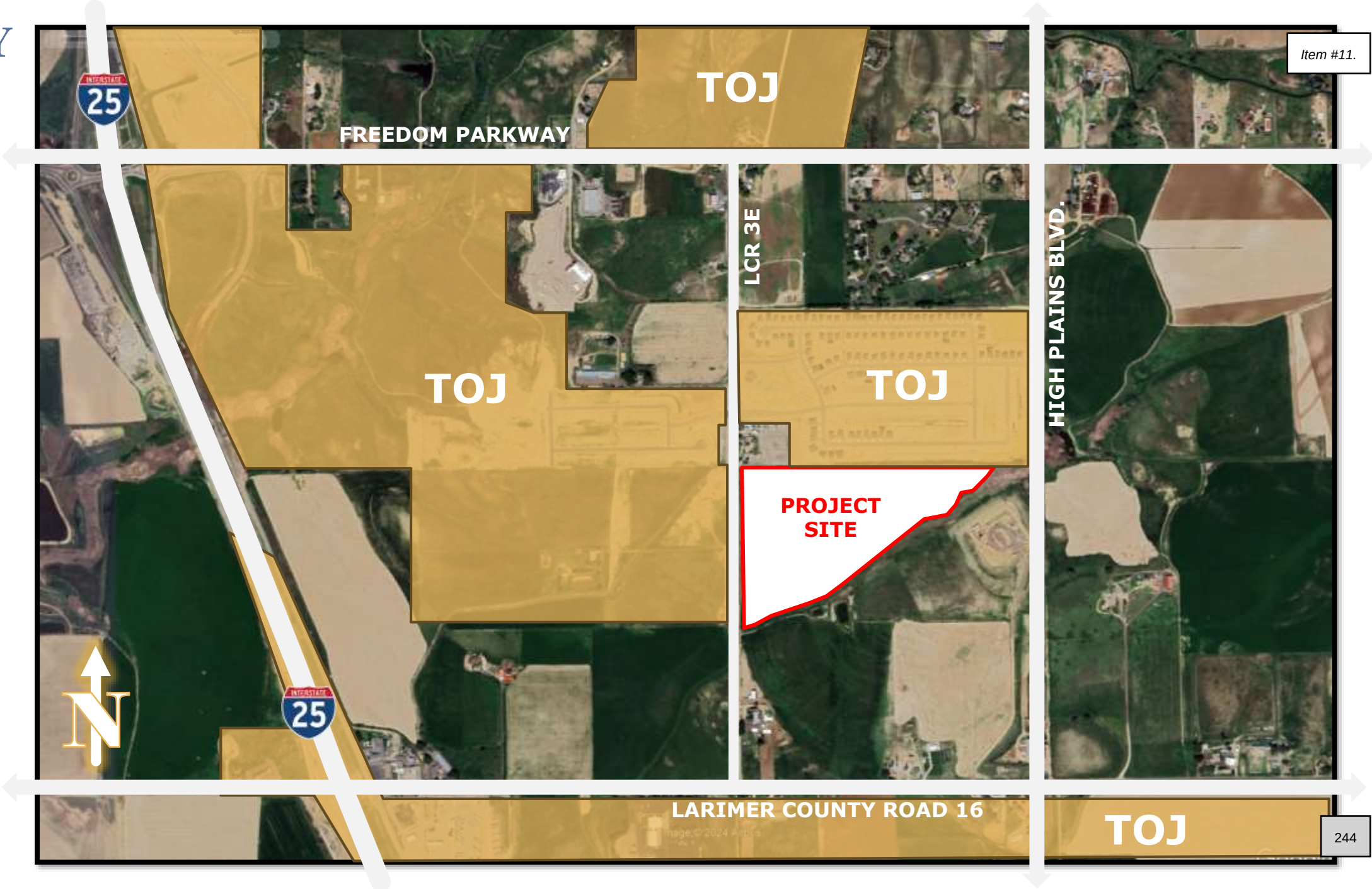
The seal of the Town of Johnstown, Colorado, is a large, light blue circular emblem in the background. It features a mountain range in the center, with the words "TOWN OF JOHNSTOWN" arched across the top and "COLORADO" arched across the bottom. The year "EST. 1900" is visible at the base of the mountains.

Blue Spruce Ridge Zoning CASE ANX23-0001

Town Council
October 21, 2024

The Community that Cares

VICINITY
MAP



ADJACENT
ZONING



Item #11.

TOJ

FREEDOM PARKWAY

PD TRR

PD TRR

TOJ

LCR 3E

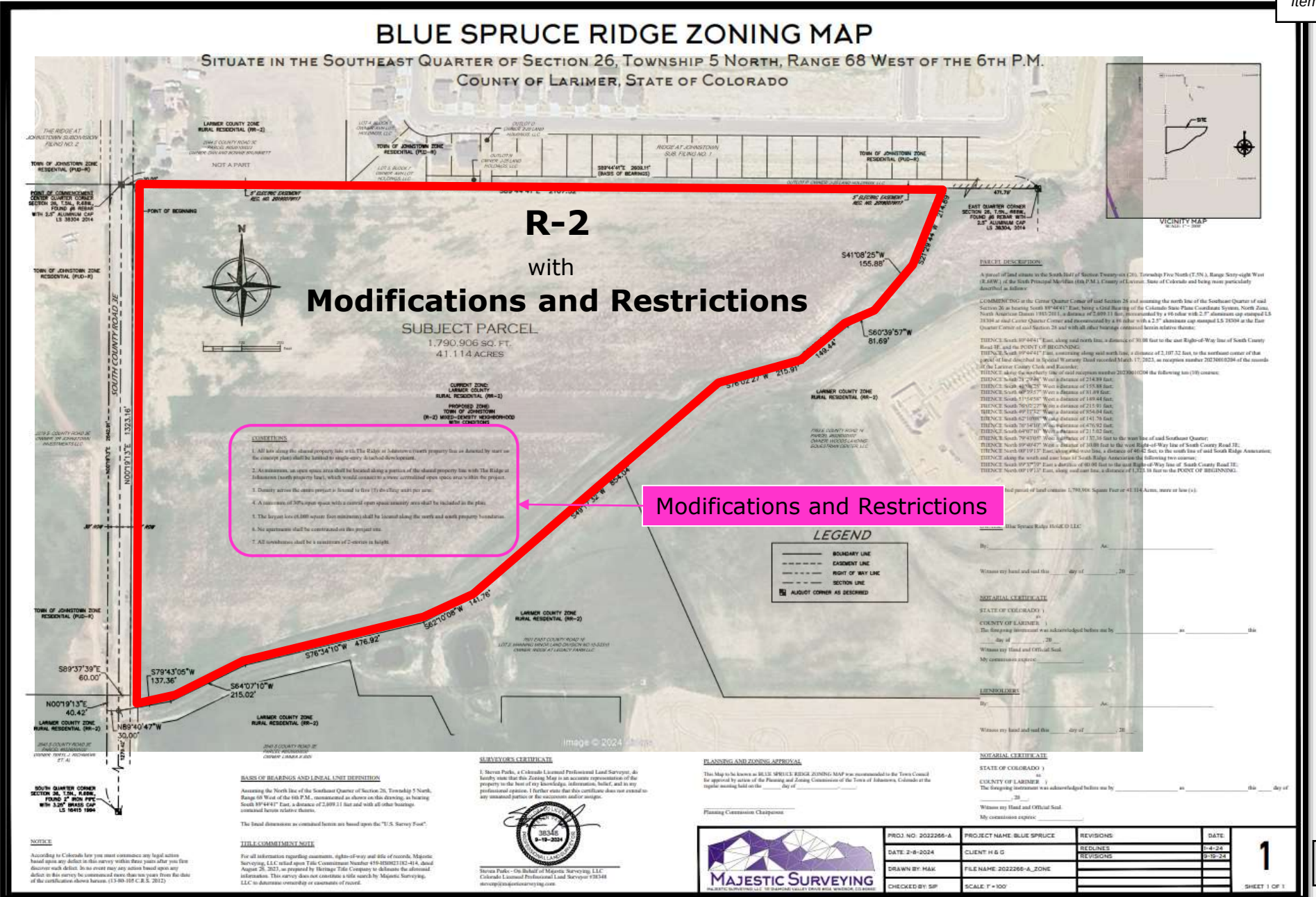
HIGH PLAINS BLVD.

PROJECT
SITE

LARIMER COUNTY ROAD 16

TOJ

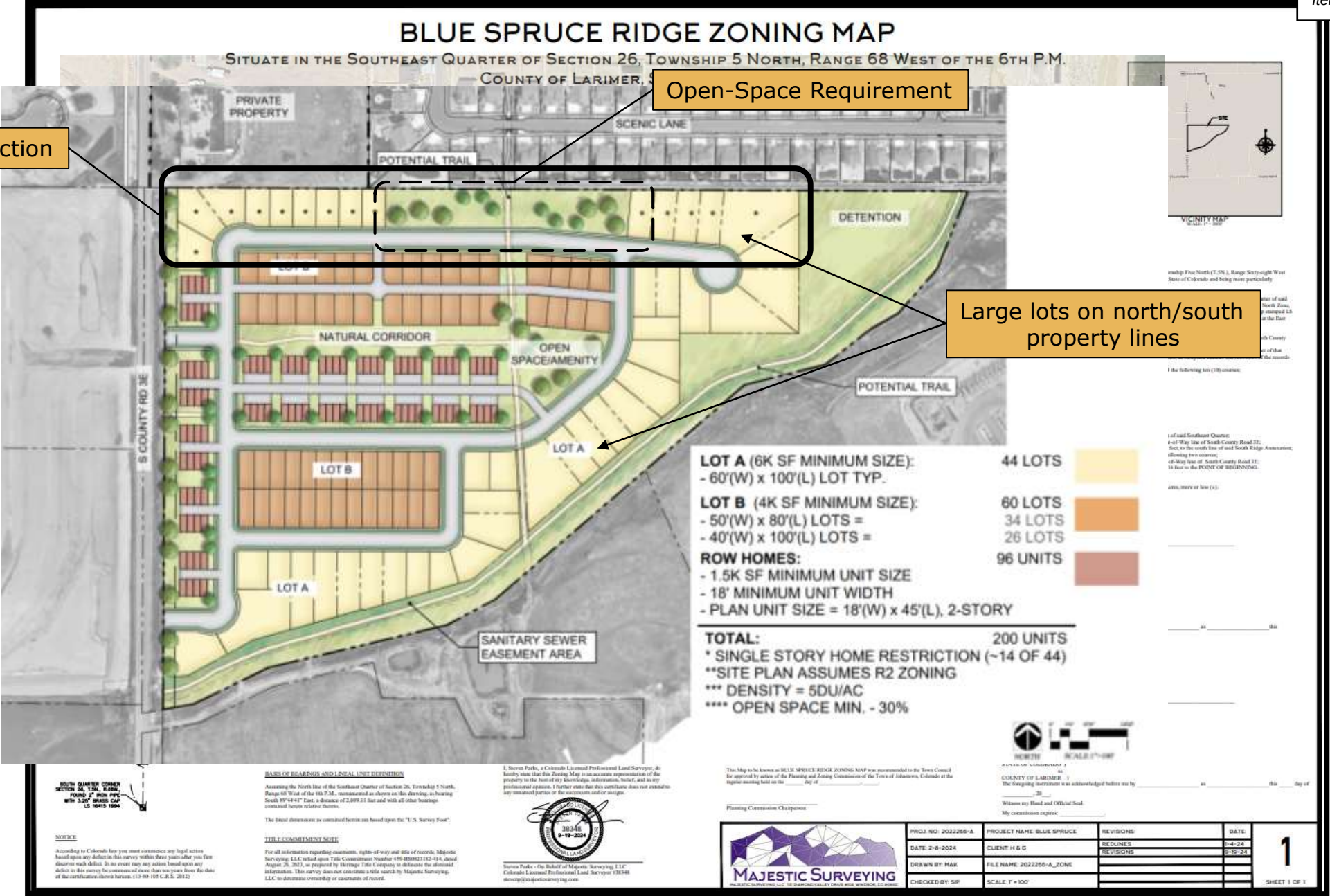
245



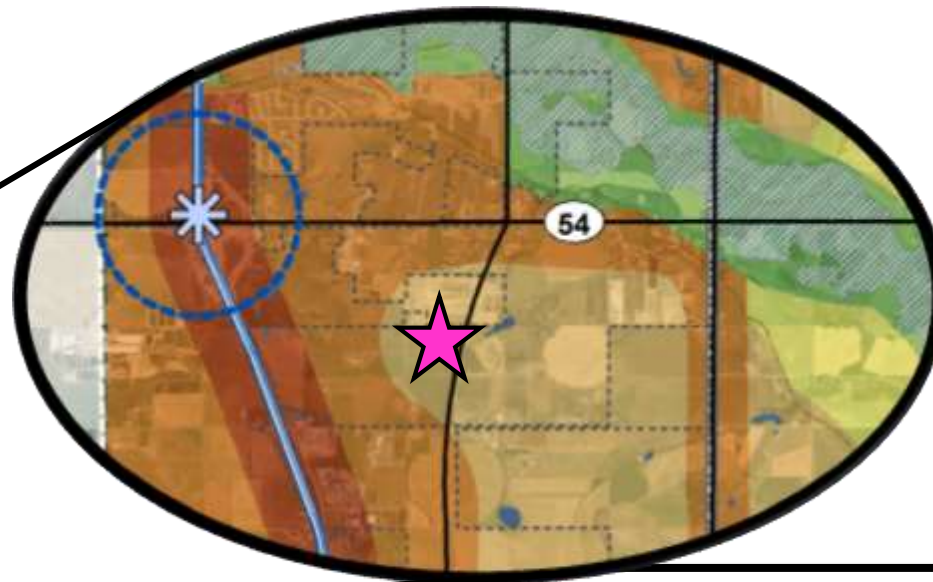
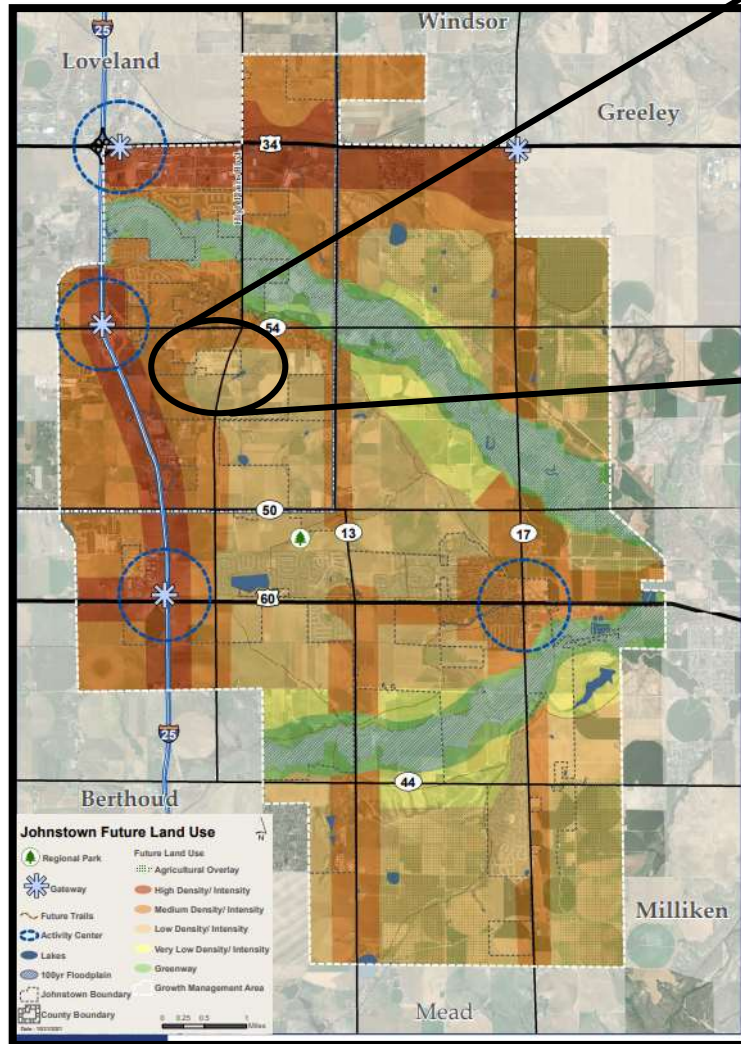
CONCEPT PLAN

Item #11.

- Density Limit (5du/ac)
- Min. 30% Open-Space
- No Apartments
- Max. 2-Story Height Limit for Townhomes



ZONING COMPREHENSIVE PLAN



- High Density/ Intensity
- Medium Density/ Intensity
- Low Density/ Intensity
- Very Low Density/ Intensity

LOW DENSITY/INTENSITY (LDI)

INTENT & DESIRED CHARACTER

A Low Density/Intensity area (LDI) will be generally characterized by a higher percentage of residential, predominantly lots for single-family detached homes, with some lower-density townhomes or duplexes. Commercial will be less prominent and focused on neighborhood-level services such as a convenience store, gas station, library, family doctor, auto shop, salon, or restaurant, and their own parking, library, school.

Low Density/Intensity areas will occur along collector and local street corridors, and are likely to be adjacent to NEI and MCI areas, which serve to buffer LDI from major street corridors and higher commercial areas. LDI's will serve to offer complete neighborhoods with easy access to neighborhood services, parks, schools, and be connected to adjacent neighborhoods and multi-modal corridors with trails and walks.

Commercial areas in LDI will feature smaller building footprints (25,000-50,000 SF), and be focused on providing smaller scale retailers and services aimed at serving the immediate neighborhood and community, with more walkability and attractive landscaping that helps slow traffic and break-up parking areas, and provides outdoor spaces to gather. Sidewalk cafes and places offer patrons impromptu places to meet and eat, gather and chat with neighbors. The commercial uses may occur in small commercial centers with multiple businesses, with residential commercial areas of around 150,000 SF.

Residential neighborhoods will provide multiple housing and lifestyle options within a more suburban setting. An LDI neighborhood may utilize winding internal streets and cul-de-sac configurations, perimeter fencing and landscaping, fire buffers, pocket parks and playgrounds within neighborhoods, connected by a trail system. These provide another great solution for integrating a range of lifestyles, incomes, and age into a neighborhood.

30 • 2021 JOHNSTOWN AREA COMPREHENSIVE PLAN

RECOMMENDATIONS

Uses:

Streets and spaces support lower volumes of vehicles and people, with more human and pedestrian-oriented design, including slower speeds, attractive landscaping is provided along major corridors, with a more suburban-style development dominated by residential, but still allowing commercial uses and centers. The small-scale uses that directly serve nearby neighborhoods and local residents. Signage is pedestrian-scale along walking routes. Along streets, signs are pedestrian-scale or smaller, placed for commercial centers, and/or with adjacent neighborhoods, for commercial and residential.

Density Range:

6-10 DUs/acre

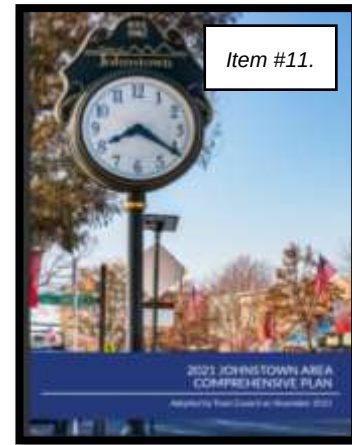
Intensity:

Maximum of 5 stories, 70% lot coverage, 20-foot setbacks from roadways with on-street parking areas.

Approximate Land Use Balance:

10-20% non-residential to 80-90% residential uses.

CHAPTER 5 FUTURE LAND USE • 31



ZONING - LUDC



Intend given for the character of specific areas, the development patterns and context, and the types or intensity of uses and buildings.

District & Intent	Relationship to Comprehensive Plan
H-A - Hiking / Agriculture. The H-A district is intended for agriculture and associated uses, and may include rural residential living with detached houses on acreages or very large "pre-development" lots. Due to the development patterns and inefficiency of providing municipal services, this area receives only limited infrastructure investment. It is used as a "pre-development" district to preserve open and rural lands, or to hold areas until more coordinated, compact, and efficient growth and development can occur.	Limited application as a pre-development area or to preserve agriculture lands in the very low intensity areas. Alternatively, the conservation pattern can be used to cluster development areas served by infrastructure in exchange for preserving large, in fact areas of open space, natural areas, or agriculture lands.
R-E - Rural Estate. The R-E district is intended for very low density residential living (detached houses) on larger lots. These districts permit limited farming, agriculture and similar, less intense rural uses that are compatible with low density living. Due to the dispersed development intensity, this area receives lower levels of infrastructure investment and public service, unless used in association with planned conservation or agricultural preservation strategies, or in very limited application of estates as part of a border, mixed-density neighborhood pattern.	Limited application on the edges of neighborhoods abutting rural and natural areas, or for rural housing on the very low intensity areas. In these cases, the conservation pattern is recommended to cluster development in areas served by infrastructure in exchange for preserving large, in fact areas of open space, natural areas, or agriculture lands.
R-1 - Single-Family Neighborhood. The R-1 district provides residential living (detached houses) in lower density suburban or walkable neighborhood settings with access to supporting uses such as schools, churches, parks, and other public facilities.	General application in low and moderate intensity areas, to provide a compatible range of lots in suburban or walkable neighborhoods. Limited applicability in greenbelt areas, where existing site factors, hazards, or natural features may be properly mitigated and integrated into low density development patterns or coordinated with the conservation pattern.
R-2 - Mixed-Density Neighborhood. The R-2 district provides residential living (range of small-scale residential building types) in	General application in moderate and high-intensity areas, as a complementary component.

Effective: December 5, 2023 Chapter 17 Johnson Land Use & Development Code 6-1

ARTICLE 4 – DISTRICTS & USES	
17-4-1 ESTABLISHMENT OF ZONING DISTRICTS	
District & Intent	Relationship to Comprehensive Plan
R-3 - High Density Neighborhood. The R-3 district provides residential living (small- or large-scale residential building types) in a moderate-to-high-density pattern in suburban areas or walkable neighborhoods. This district should be located as a transition between lower density neighborhoods or more intense non-residential uses, and where a high level of accessibility, public amenity and support services are immediately available.	General application in high-intensity areas, or limited applicability at strategic points and transitions to and within Activity Centers.
MU-DT - Downtown. The MU-DT district provides an integrated mix of retail, service, entertainment, and civic uses, and supporting office and residential uses, in a compact and walkable format. This district preserves the historic "main street" scale and small-town character of Johnston. It is the vibrant heart of the community with a high level of civic design, walkable urban culture, and a concentration of diverse, small-scale	General application for Downtown Activity Center.

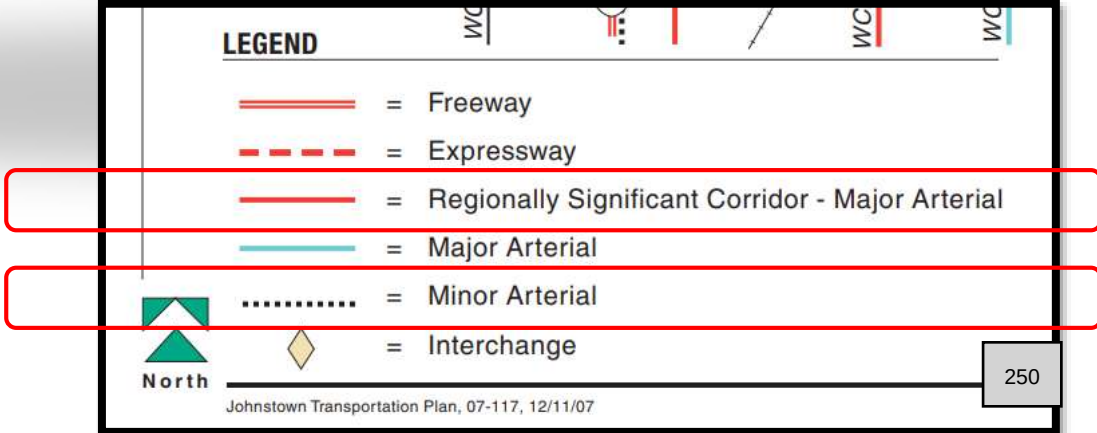
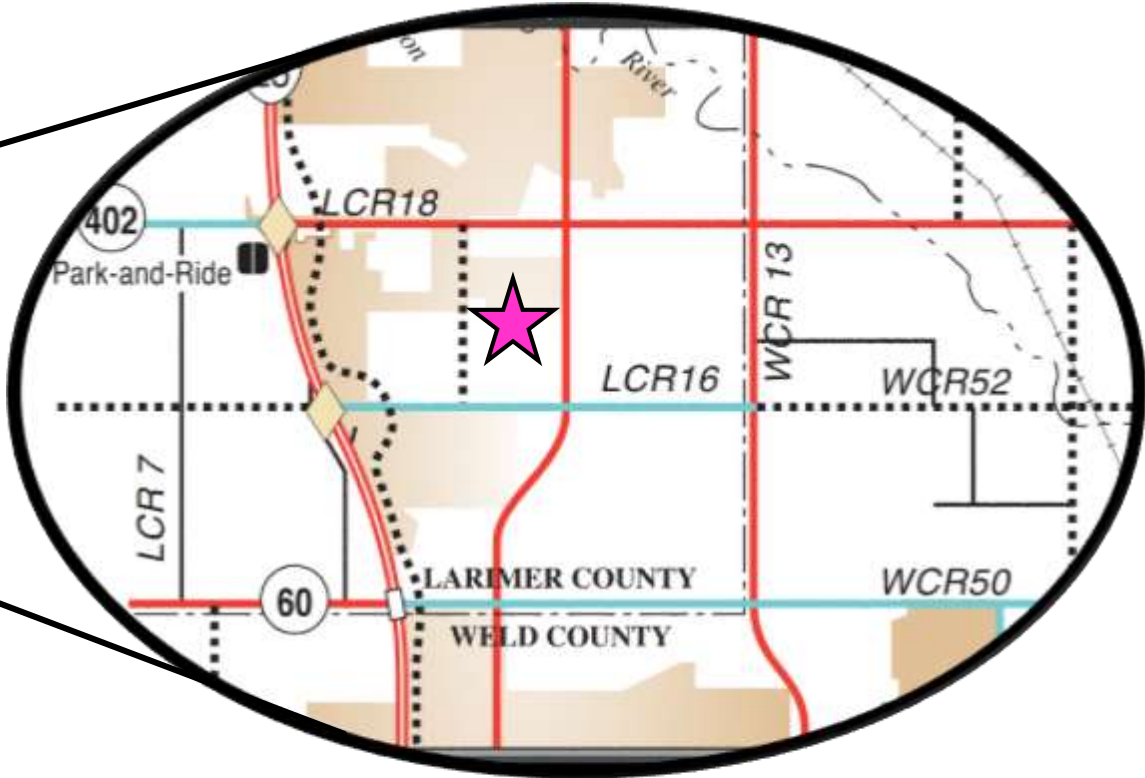
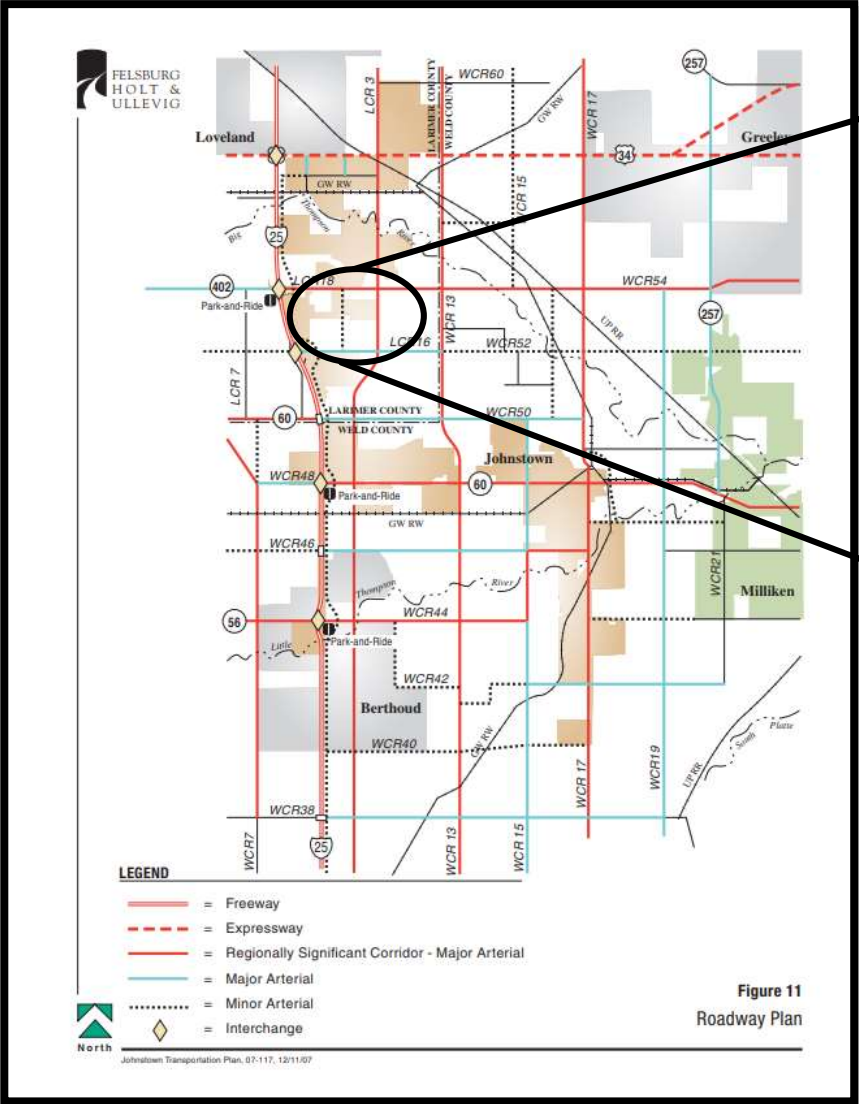
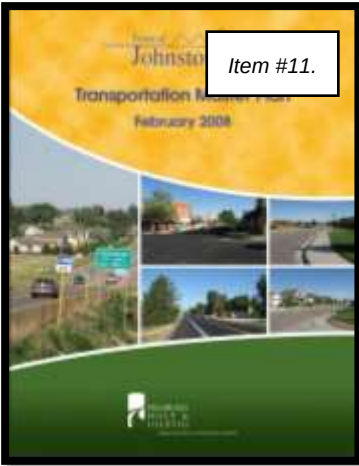
ARTICLE 4 – DISTRICTS & USES

17-4-2 PERMITTED USES

Table 4-2: Permitted Principal Land Uses

P = Permitted, subject to general district standards S = Permitted, by Use by Special Review, a discretionary process = Blank means the use is not permitted		H-A	R-E	R-1	R-2	R-3	MU-NC	MU-DT	MU-RC	I-1	I-2	Specific Conditions
Residential Uses												
Household Living	One-unit Dwellings	P	P	P	P	P						Table 5-1
	Attached One-Unit / Multi-unit Dwellings				P	P	P	P	P			Table 5-1
	Dwellings – Mixed-use					S	P	P	P			17-4-3.B
	PD: Mfgd / Small Format Home Community				S	S	S	S				17-5-6
	Established Residential (all building types)						P	P	P	P	P	
Group Living	Group Home – Small	P	P	P	P	P	P	S	S			17-4-3.C
	Residential Care – Limited	S	S	S	S	S	P	S	P			17-4-3.D
	Residential Care – General					S		S	P			17-4-3.D
	Residential Care – Institutional								S	S		

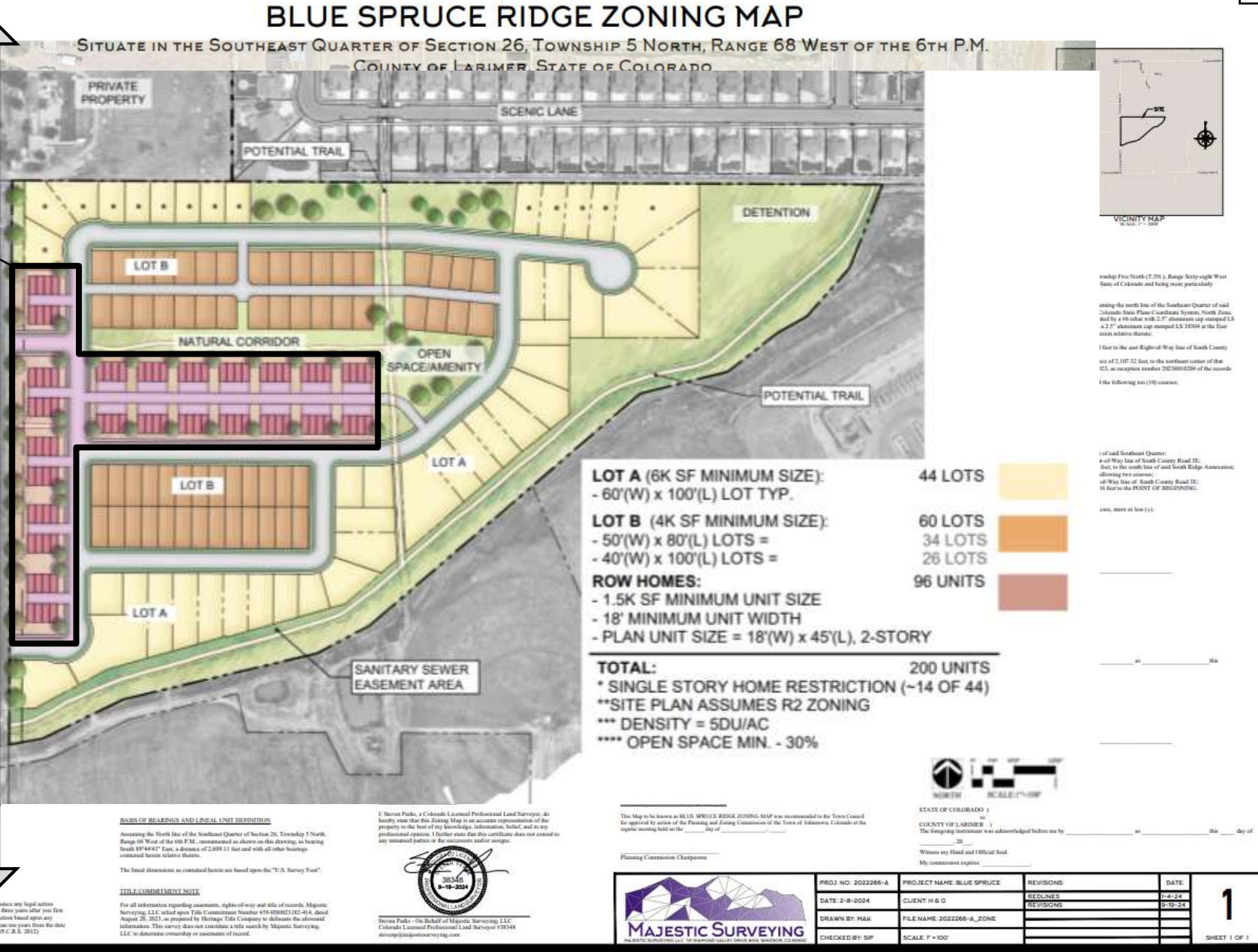
ZONING – TRANSPORTATION MASTER PLAN



CONCLUSION

- High Percentage of Residential
- Primarily Single-Family Detached
- Low-Density Townhouses
- Served by Arterial Street
- R-1 Zone Prohibits Attached and Multi-Unit Buildings
- R-2 Zone Allows Single-Family Detached and Multi-Unit Buildings
- Restrictions and Modifications Limit Development

County Road 3E – Minor Arterial





CALIBER

THE WEALTH DEVELOPMENT
COMPANY

Blue Spruce Ridge

Town Council Hearing

October 21, 2024

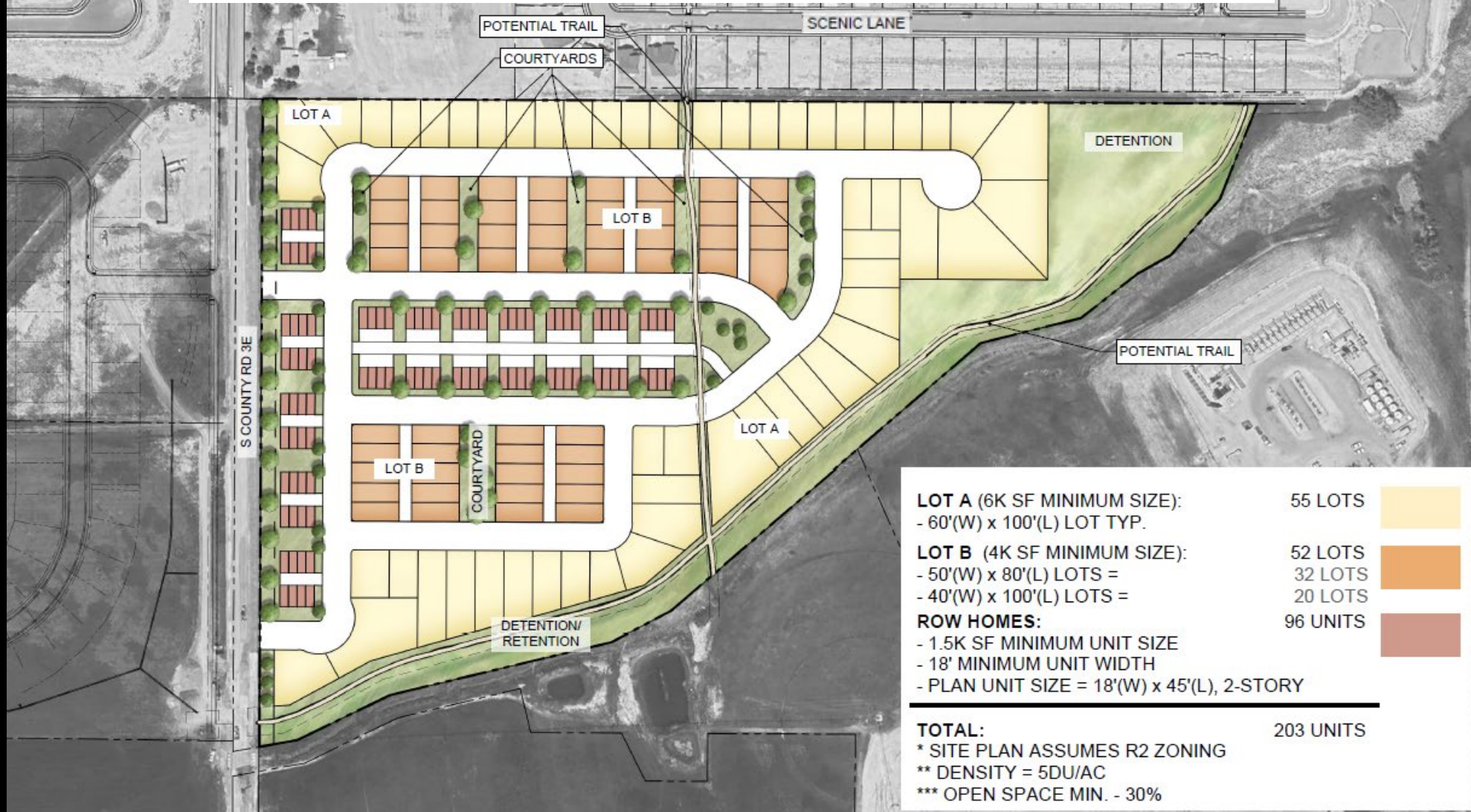
Blue Spruce Summary

- **March 13th** – P&Z recommended unanimous approval for R1 zoning
 - Note: This recommendation was against Caliber’s request for R-2 zoning. After consideration, Caliber decided to proceed with R2 zoning at Council
 - **April 1st** – First reading of annexation and zoning – 4-1 to approve annexation and R2 zoning
 - **April 15th** – Second Reading of Zoning and Annexation – Motion to continue zoning to May 6th agenda
 - Annexation Ordinance passed
 - **May 6th** – Second Reading of Zoning – 4-3 vote in denial (New Councilmembers/Mayor)
-
- **July 16th – Neighborhood Meeting #1**
 - **August 6th – Neighborhood Meeting #2**
 - **September 25th – Planning Commission unanimously voted 7-0 to recommend approval**

Zoning Proposal – R2 with conditions

- R-2 Zoning with conditions.
 - Must be consistent with the provided conceptual site plan
 - Maximum unit count of 200 units or 4.83 du/ac
 - Min. 6,000 sq. ft. lots around the perimeter, single story restrictions along perimeter
 - Linear open space along perimeter
 - Central amenity and natural open space corridor
 - Min. 30% open space
 - Limit to 2 stories on proposed townhomes, centrally located
 - Only townhome, SF courtyard/alley loaded, and SF detached product allowed
 - No traditional multi-story multi-family buildings permitted

Prior Version presented at Neighborhood Meeting #1

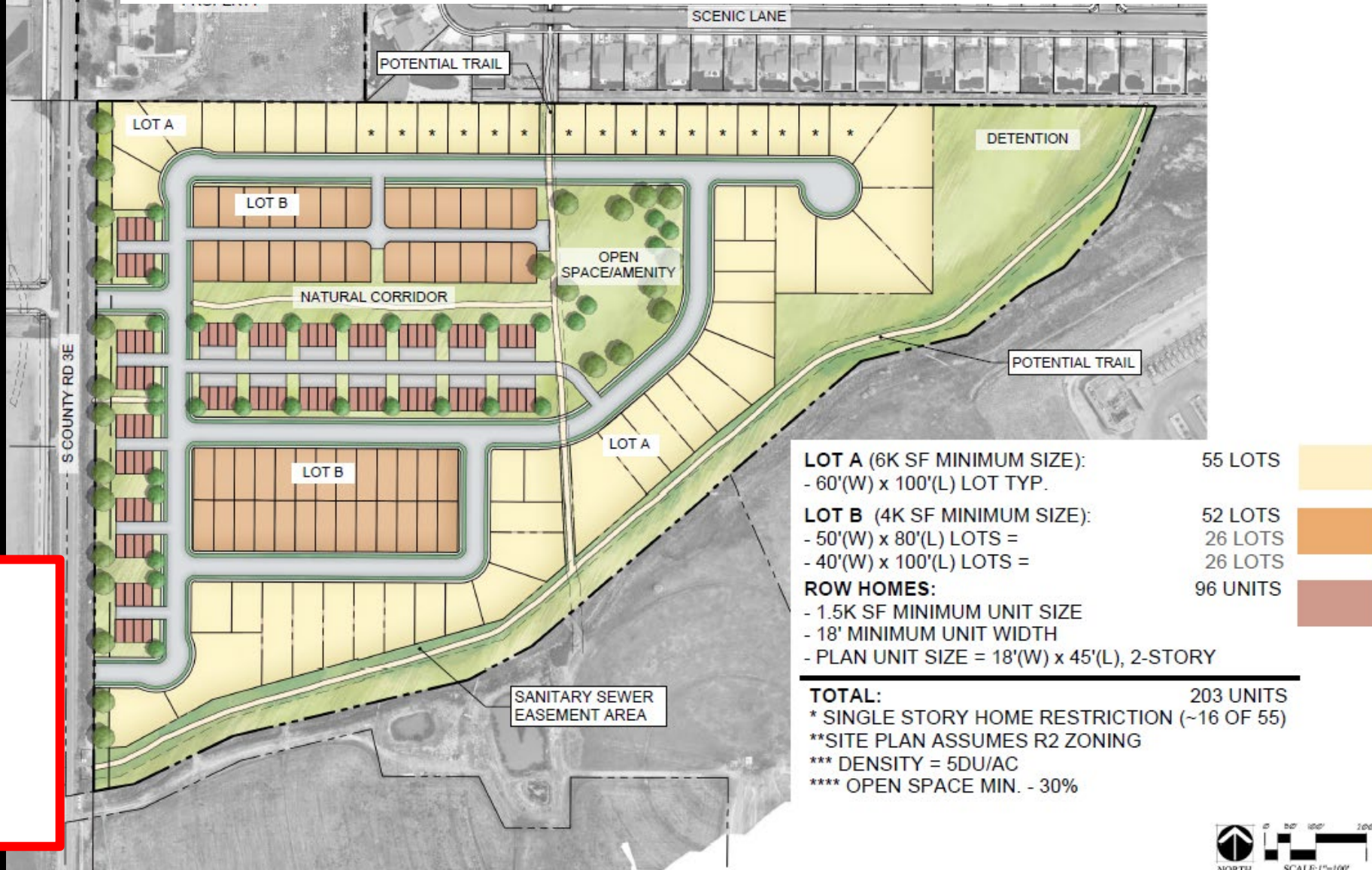


Neighborhood Meeting 1 Recap

- Many homeowners were told this site would be vacant forever
- Drainage concerns along perimeter of existing development and this site
- Additional trail system needed through the proposed community
- Provide an exhibit that shows setbacks from existing Ridge Filing 1
- Concern with to 2-story homes blocking views
- Concern with proposed R-2 zoning
- Desire for Single Family homes, concerns about the Townhomes
- Desire for more park space and open space
- Lack of park space in the entire Ridge area
- Suggestion to look at the Revere community for park and design inspiration
- Traffic concerns
- Fire access questions
- The Ridge ongoing maintenance issues / Metro District questions
- Perimeter easement around the property/irrigation ditch

Please note this is a non-exhaustive list of the discussion items

Prior Version presented at Neighborhood Meeting #2



Notable Changes:

- Single Story restriction
- Large amenity space
- Improved trail connectivity



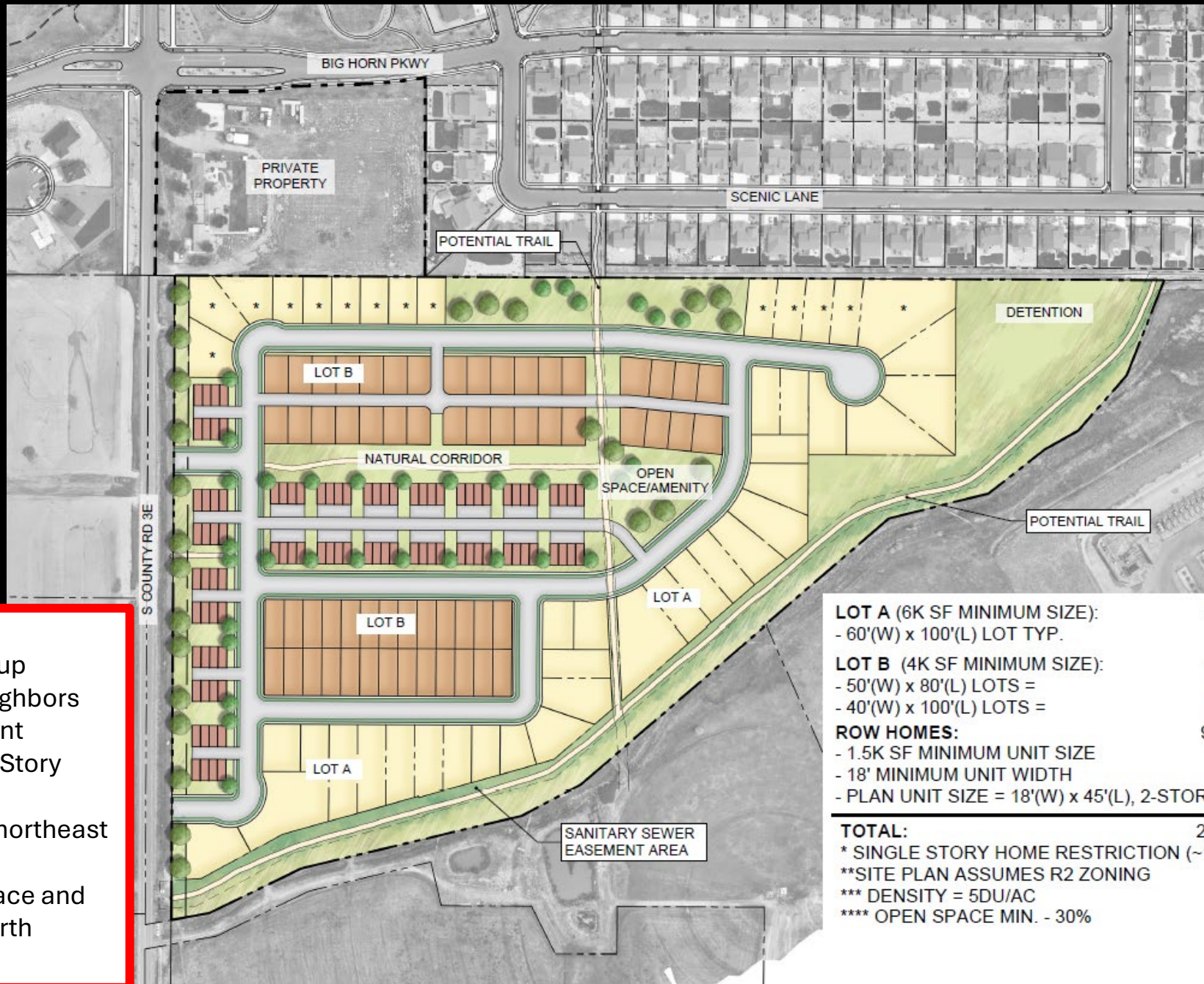
View from trail/easement along perimeter



Neighborhood Meeting 2 Recap

- Additional trail system needed through the proposed community
- Desire for linear park adjacent to existing neighborhood to north
- Additional single-story restrictions along County Road 3E
- Concern with 2-story homes blocking views
- Desire for more park space and buffering
- R1 vs. R2 comparison
- Concerns with density and proposed R2
- Concerns about height

Please note this is a non-exhaustive list of the discussion items



Notable Changes:

- Additional follow up meetings with neighbors
- Reduced unit count
- Additional Single-Story restrictions
- Larger lots at the northeast corner of site
- Large amenity space and linear buffer at north boundary

LOT A (6K SF MINIMUM SIZE):	44 LOTS
- 60'(W) x 100'(L) LOT TYP.	
LOT B (4K SF MINIMUM SIZE):	60 LOTS
- 50'(W) x 80'(L) LOTS =	34 LOTS
- 40'(W) x 100'(L) LOTS =	26 LOTS
ROW HOMES:	96 UNITS
- 1.5K SF MINIMUM UNIT SIZE	
- 18' MINIMUM UNIT WIDTH	
- PLAN UNIT SIZE = 18'(W) x 45'(L), 2-STORY	
TOTAL:	200 UNITS
* SINGLE STORY HOME RESTRICTION (~14 OF 44)	
**SITE PLAN ASSUMES R2 ZONING	
*** DENSITY = 5DU/AC	
**** OPEN SPACE MIN. - 30%	



R1 Zoning vs. R2 Zoning

- “Straight” R1 Zoning
 - No concept plan is provided with zoning and site will comply with Zoning Ordinance
 - Detached SF homes only
 - Allows 4K size SF lots in courtyard pattern
 - 35’ max height / 2.5 stories
 - Minimum 30% Open Space
 - No large park/amenity requirement (optional to meet zoning ordinance)
 - No single-story restrictions along perimeter
- R2 Zoning as proposed by Caliber
 - SF detached homes with single story restriction along perimeter
 - Large amenity/park space with connectivity to existing community
 - Linear open space buffer
 - Improved trail connectivity
 - Concept plan with commitments
 - Max 2-story height on townhomes
 - Will comply with all other zoning ordinance requirements

Summary

- Incorporated neighborhood feedback heard through public outreach meetings
- Proposed R2 zoning is consistent with General Plan and Zoning Ordinance housing diversity standards
- Received 4 letters of support for the proposed R2 zoning and concept plan
- Multiple residents preferred R2 plan with conditions vs. R1 straight zoning
- The concept plan meets the zoning ordinance requirements and provides elevated design commitments
- Unanimous recommendation of approval from Planning Commission with a vote of 7-0



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

Item #12.

TOWN COUNCIL COMMUNICATIONS

AGENDA DATE: October 21, 2024

SUBJECT: Information Only: The Targeted Retail Activation Policy & Program

ATTACHMENTS: 1. Targeted Retail Activation Policy & Program

PRESENTED BY: Sarah Crosthwaite, Economic Development Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and requested feedback is a draft of the Targeted Retail Activation Policy & Program. For reference, Town Staff has drafted a new policy and program for the purpose of attracting desired uses (i.e. dining establishments and entertainment users) within key corridors throughout the Town.

The corridors that are outlined in the policy include:

- Downtown Core
 - Includes Parish Avenue, E/W Charlotte Street, and Johnstown Shopping Center along with singular properties located to the east of Parish Avenue that are prime for redevelopment.
- North Downtown
 - Collectively known as the Reider and Held properties.
- Gateway Center
 - Collectively known as the Gateway Center Industrial Park.

The programs that are outlined in the policy include:

1. Food & Beverage Establishment Grant Program (FBE Grant Program)
 - The FBE Grant Program focuses on revitalizing and enhancing existing buildings within the Downtown Core and Gateway Center in order to attract desired establishments.
 - The program is designed to be a reimbursement grant for qualifying expenses/improvements to the interior of a building that secures the use of establishment types as outlined on Table 1 (page 1) in the policy. Table 2 (page 5) determines the reimbursement amounts based on the establishment types.
2. Food & Beverage Establishment Sales Tax Program (FBE Sales Tax Program)

The Community that Cares

- The FBE Sales Tax Program focuses on incentivizing the attraction of desired establishments within existing or newly developed properties and/or buildings within the Downtown Core, North Downtown, and Gateway Center.
- The program is designed to be a sales tax rebate for qualifying establishment types as outlined on Table 1 (page 1) in the policy. Table 2 determines the rebate amounts based on establishment types.

While the item is informational only, Town Staff is requesting Town Council's feedback on the policy & program in order to bring a final draft to the Council for consideration/adoption.

STRATEGIC PLAN ALIGNMENT:

Healthy & Resilient Economy

- *Drive projects and initiatives that promote Johnstown as a premier destination for business.*

LEGAL ADVICE:

N/A

FINANCIAL ADVICE:

The adoption and implementation of the FBE Grant Program will necessitate an appropriation from the General Fund, consistent with the funding structure of the existing Downtown Façade Grant Program. Conversely, the adoption of the FBE Sales Tax Program will not require a direct appropriation from the General Fund but will involve a transfer of funds from the General Fund to the Tax Allocation Fund and an appropriation from that fund, mirroring the process currently used for other reimbursements.

RECOMMENDED ACTION:

Review draft of the Targeted Retail Activation Policy & Program and provide feedback to Town Staff.

Reviewed and Approved for Presentation,



Town Manager



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

TARGETED RETAIL ACTIVATION POLICY & PROGRAM

TARGETED RETAIL ACTIVATION POLICY

The purpose of the Targeted Retail Activation policy is to create dining & entertainment opportunities within key corridors of the Town of Johnstown. The programs available within the Targeted Retail Activation policy are the *Food & Beverage Establishment Grant Program* and the *Food & Beverage Establishment Sales Tax Program*. Both programs aim to incentivize the investment and clustering of food and beverage establishments within targeted corridors of the Town.

These corridors once activated will provide the lifestyle connectivity and amenities that residents seek. It will also promote small businesses by cultivating vibrant retail districts that will attract visitors. Further, by encouraging the location of restaurants and beverage establishments within these specific corridors, patrons and business owners alike will benefit from the variety of options and the unique, walkable, and visually connected areas.

The following types of establishments qualify within the Targeted Retail Activation Policy.

Establishment Types	Minimum Hours of Operation	Minimum Days of Operation
Fine Dining Restaurant	Open at least until 9pm	5 days per week
Casual & Fast Casual Restaurant	Open at least until 9pm	5 days per week
Coffee Shop/Pastry Shop/Bakery/Dessert/Cafe	Open at least until 6pm	5 days per week
Multi-Vendor Food Hall (no less than 3)	Open at least until 8pm	4 days per week
Entertainment Venue (arcade, music hall, movie theater, or experienced based)	To be determined based on venue type	To be determined based on venue type
Craft Brewery/Distillery/Winery	Open at least until 10pm	5 days per week
Cocktail Lounge & Bars/Nostalgia Bars & Pubs	Open at least until 11pm	5 days per week

*Table 1

The following Key Corridors qualify within the Targeted Retail Activation Policy.





TARGETED RETAIL ACTIVATION PROGRAMS

Food & Beverage Establishment Grant Program (FBE Grant Program)

The FBE Grant Program seeks to revitalize and enhance key corridors and underutilized or vacant buildings. The key corridors that qualify for the FBE Grant Program include:

- Downtown Core



- Gateway Center



The FBE Grant Program is a reimbursement grant program for eligible interior improvements to existing buildings within the ground floor that are being renovated and/or improved to facilitate the use of a qualified establishment (see Table 1). Table 2 (below) provides the potential reimbursement amounts based on ground floor square footage and qualified use.

Establishment Types	Reimbursement per Square Foot	Cap of Eligible Cost
Fine Dining Restaurant	\$50/ SQ FT	50% of eligible cost, not to exceed \$40,000
Casual & Fast Casual Restaurant	\$40/ SQ FT	50% of eligible cost, not to exceed \$35,000
Coffee Shop/Pastry Shop/Bakery/Dessert/Cafe	\$20/ SQ FT	50% of eligible cost, not to exceed \$20,000
Multi-Vendor Food Hall (no less than 3)	\$30/ SQ FT	50% of eligible cost, not to exceed \$30,000
Entertainment Venue (arcade, music hall, movie theater, or experienced based)	\$50/ SQ FT	50% of eligible cost, not to exceed \$40,000
Craft Brewery/Distillery/Winery	\$50/ SQ FT	50% of eligible cost, not to exceed \$40,000
Cocktail Lounge & Bars/Nostalgia Bars & Pubs	\$30/ SQ FT	50% of eligible cost, not to exceed \$30,000

**Table 2*

The following list is not exhaustive but illustrates the eligible improvements for reimbursement for the FBE Grant Program

- Interior demolition and site preparation performed by a licensed contractor/business
- Code compliance, life safety and ADA
- Electrical, utility, and mechanical improvements (i.e. lighting, HVAC, grease trap)
- Exterior improvements only related to creating outdoor dining options, must be semi-permanent fixtures
- Cooking, refrigeration, and ventilation systems but not small appliances (i.e. microwaves), fixtures
- Other construction or improvements that would be commonly recognized as permanent or part of the interior of the tenant space that help facilitate the qualified use

The following list is not exhaustive but is illustrative of the ineligible improvements that would not be considered for reimbursement for the FBE Grant Program

- Any non-permanent improvements or improvements that do not directly relate to food or beverage operation
- Any improvement made without the necessary permits and inspections are not eligible for grant funds
- Temporary or moveable furniture such as tables, chairs
- Dinnerware, tablecloths, silverware, etc.
- Small kitchen appliances (i.e. microwave, toaster)

- Office equipment
- Moving expenses
- Working capital
- Refinancing existing debts for prior improvements
- General periodic maintenance
- Soft costs (i.e. engineering and design, developer fees, Town impact and permits fees, other review fees, etc.)
- New building construction or new building additions. Existing buildings that are expanding the square footage of useable space may be reviewed on a case-by-case basis
- Enhancements or improvements that are generally considered out of scale with the intended establishment type. For example, an ice cream parlor would not generally require a wine cellar.
- Any improvements started or completed prior to grant award determination

TARGETED RETAIL ACTIVATION PROGRAMS CONT.

Food & Beverage Establishment Sales Tax Program (FBE Sales Tax Program)

The FBE Sales Tax Program seeks to incentivize the attraction and cluster of desired establishments within existing or newly developed properties and/or buildings. The key corridors that qualify for the FBE Sales Tax Program include:

- Downtown Core



- North Downtown



- Gateway Center



The FBE Sales Tax Program is a sales tax reimbursement program for eligible establishment types that are looking to establish their first location within the designated key corridors. Existing eligible establishments within any key corridor that are relocating or expanding do not qualify for the FBE Sales Tax Program. Table 3 (below) provides the potential reimbursement percentages based on qualified use.

Establishment Types	Reimbursement Percentage	Term Cap
Fine Dining Restaurant	1.5%	5 years
Casual & Fast Casual Restaurant	1%	5 years
Coffee Shop/Pastry Shop/Bakery/Dessert/Cafe	.50%	2 years
Multi-Vendor Food Hall (no less than 3)	1%	2 years
Entertainment Venue (arcade, music hall, movie theater, or experienced based)	1.5%	10 years
Craft Brewery/Distillery/Winery	1.5%	5 years
Cocktail Lounge & Bars/Nostalgia Bars & Pubs	1%	2 years

**Table 3*



Town of Johnstown

JULY 2024

Building Permit Statistics

Single Family Residential

Current Month: 64 Issued ytd: 311

Commercial

*New Building Issued ytd 14

Duplex	3-plex	4-plex	5-plex	6-plex	7-plex	Apartment Bldgs
20	4	2	15	0	0	13

Other Residential**(basements/alterations/additions)**

Issued ytd 634

Other Commercial*** (tenant finish/alterations/additions)**

Issued ytd 53

Fees collected at permit issuance	Residential YTD	Commercial YTD
--	------------------------	-----------------------

Construction Valuation	\$312,064,826.69	\$36,133,368.54
Building permit fees	\$816,122.55	\$605,411.27
F&F or F&F Credit	\$0	\$0
Paving	\$0	\$0
Water Upgrade	\$0	\$0
Water & Sewer Reimbursement	\$0	\$0
Raw Water Development Fee	\$1,770,007.00	\$495,841.00
Water Meter	\$149,535.00	\$57,374.00
Water Tap	\$1,921,603.00	\$804,933.00
Sewer Tap	\$2,466,476.00	\$1,132,352.00
Regional Sewer Development fees	\$1,560,000.00	\$9,500.00
Sewer Inspection Fee	\$29,800.00	\$6,500.00
Park	\$148,500.00	\$63,500.00
Use Tax	\$1,789,509.16	\$963,339.45
Larimer Use Tax	\$104,242.97	\$100,636.39
Open Space Impact Fee	\$387,124.00	\$148,176.00
Library Impact Fee	\$372,294.00	\$142,506.00
Public Facilities Impact Fee	\$515,164.00	\$214,856.72
Police Facilities Impact Fee	\$234,541.00	\$103,321.48
Transportation Facilities Impact Fee	\$897,291.00	\$448,624.04
402 Interchange Fee	\$38,488.00	\$55,314.00
West Water	29,100.00	\$0
High Plains Blvd Reimbursement Fee	\$68,770	\$0

TOTAL FEES (YTD)**\$13,311,177.68****\$5,329,915.35**

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

Building permits issued for individual dwelling units - 1991 to (date)

Single family, duplex, 3-plex, 4-plex, 5-plex, 6-plex, 7-plex*						
Year	Issued	Month avg		Year	Issued	Month avg
1961 - 90	165	0.0		2016	132	11.00
1991	2	0.17		2017	140	11.67
1992	5	0.42		2018	126	10.50
1993	7	0.75		2019	87	7.25
1994	47	3.92		2020	108	9.75
1995	106	8.83		2021	184	15.33
1996	145	12.00		2022	446	37.16
1997	143	11.92		2023*	411	41.10
1998	175	14.58		2024	311	44.43
1999	145	12.08				
2000	134	11.92				
2001	152	12.67				
2002	262	21.92				
2003	284	24.17				
2004	331	27.67				
2005	375	31.33				
2006	180	15.75				
2007	160	133.42				
2008	97	8.00				
2009	89	7.42				
2010	124	10.33				
2011	184	15.34				
2012	310	25.84				
2013	378	31.50				
2014	272	22.67				
2015	162	13.50				

*Starting in 2023, number represents total number of units constructed including all single-family type structures. This number does not include apartments. Prior to 2023, the number represents single-family units only.

The Community That Cares

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LARIMER COUNTY | BOARD OF COUNTY COMMISSIONERS

P.O. Box 1190, Fort Collins, Colorado 80522-1190, 970.498.7010, Larimer.gov

February 20, 2024

State Hazard Mitigation Officer (SHMO)
Colorado Division of Homeland Security & Emergency Management (DHSEM)
9195 East Mineral Avenue, Suite 200
Centennial, CO 80112

Re: "Statement of Intent to Participate" in Larimer County Multi-Jurisdictional Hazard Mitigation Plan (HMP)

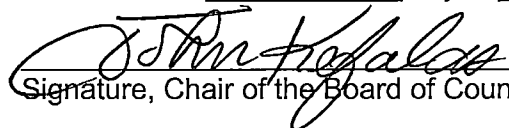
Dear Mr. Thompson,

In accordance with the Federal Emergency Management Agency's (FEMA) Local Hazard Mitigation Plan (HMP) requirements, under 44 CFR §201.6, which specifically identify criteria that allow for multi-jurisdictional mitigation plans, Larimer County is submitting this letter of intent to confirm that we will lead and participate in the Larimer County Multi-Jurisdictional Hazard Mitigation Planning effort. Further, as a condition to participating in the mitigation planning, Larimer County agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to complete the plan in conformance with FEMA requirements. Larimer County understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook dated April 2023 including, but not limited to:

- Identification of hazards unique to the jurisdiction;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders;
- Documentation of an effective process to maintain and implement the plan;
- Formal adoption of the Multi-Jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body.

Therefore, with a full understanding of the obligations, I (undersigned below) commit Larimer County to the Larimer County Multi-Jurisdictional Hazard Mitigation Planning effort.

Executed this 20th day of February, 2024



Signature, Chair of the Board of County Commissioners





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

October 10, 2024

Lori Hodges
Larimer County
4872 Endeavor Dr, Suite 150
Johnstown, CO 80534

Re: “Statement of Intent to Participate” as a participating jurisdiction in the Larimer County Multi-Jurisdictional Hazard Mitigation Plan (HMP)

In accordance with the Federal Emergency Management Agency’s (FEMA) Local Hazard Mitigation Plan (HMP) requirements, under 44 CFR §201.6, which specifically identify criteria that allow for multi-jurisdictional mitigation plans, the Town of Johnstown is submitting this letter of intent to confirm that Town of Johnstown has agreed to participate in the Larimer County Multi-Jurisdictional Hazard Mitigation Planning effort.

Further, as a condition to participating in the mitigation planning, [Participating Jurisdiction] agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to Larimer County to complete the plan in conformance with FEMA requirements.

The Town of Johnstown understands that it must engage in the following planning process, as more fully described in FEMA’s *Local Mitigation Planning Handbook* dated April 2023 including, but not limited to:

- Identification of hazards unique to the jurisdiction;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.);
- Documentation of an effective process to maintain and implement the plan;

- Formal adoption of the Multi-Jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by an agreement between the Lead Jurisdiction and the Participating Jurisdiction, I Matt LeCerf, Town Manager, commit the Town of Johnstown to the Larimer County Multi-Jurisdictional Hazard Mitigation Planning effort.

Regards,



Matthew S. LeCerf
Town Manager

Cc: Mayor and Town Councilmembers
Mitzi McCoy, Deputy Town Manager
Jeff Strossner, Johnstown Chief of Police
Jason Elkins, PW Director
Doug Gossett, Engineering Director
Ellen Hilbig, Utility Director



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

October 10, 2024

North Front Range Metropolitan Planning Organization
419 Canyon Ave
Suite 300
Fort Collins, CO 80521

RE: 2024 MMOF Call for Projects - On Demand Transit Program

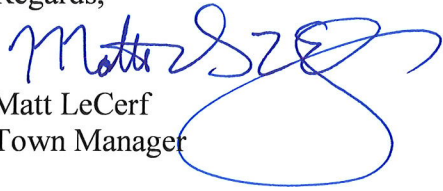
Dear North Front Range MPO Chair,

It is with great excitement, that on behalf of the Town of Johnstown, we are providing this letter of support for Weld County's MMOF application to better serve our community and with the On Demand Transit Program. As part of this application and our collaborative spirit, the Town of Johnstown and Weld County will partner and contract with Via Mobility to deliver a much-needed mobility program to our respective service areas. This collaboration, focused on service, will help meet the needs of our 60+ community and also meet the needs of individuals with disabilities to a variety of regional destinations at no cost to the riders.

Johnstown and its residents have already experienced a significant benefit and improved quality of life from this program. Extending the program will continue to serve a need that is otherwise absent and not available. The Town of Johnstown is committed to supporting this project financially, as it makes the community and the region better, and more importantly meets the transportation needs of our 60+ generation.

I would ask for your strong consideration in our joint application for MMOF funding and we are happy to answer questions that you may have pertaining to the application.

Regards,


Matt LeCerf
Town Manager

cc: Johnstown Mayor and Town Councilmembers
Evan Pinkham, Transportation Planner, Weld County



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

Item #12.

PROCLAMATION

Arbor Day Celebration

- WHEREAS,** in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and
- WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- WHEREAS,** Arbor Day is now observed throughout the nation and the world; and
- WHEREAS,** trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and
- WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and
- WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and
- WHEREAS,** trees – wherever they are planted– are a source of joy and spiritual renewal.

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

I, Michael P. Duncan, Mayor of the Town of Johnstown, on behalf of the Johnstown Town Council and the Johnstown Community do hereby proclaim October 18, 2024, as Arbor Day in the Town of Johnstown and I urge all citizens to celebrate

Arbor Day

And to support efforts to protect our trees and woodlands. Furthermore, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations

By: _____
Michael P. Duncan, Mayor

The Community that Cares

YMCA MEMBERSHIP RATES 2024/2025						
Membership Type	Branch	Join Fee	RATE EFFECTIVE 4/1/2024	PROPOSED 12/2024	VARIANCE \$	VARIANCE %
Adult	NOCO	\$60.00	\$75	\$78	\$4	5.00%
Adult Couple	NOCO	\$85.00	\$98	\$103	\$5	5.00%
Family	NOCO	\$85.00	\$120	\$126	\$6	5.00%
Single Adult Family	NOCO	\$85.00	\$104	\$109	\$5	5.00%
Young Adult	NOCO	\$35.00	\$37	\$39	\$2	5.00%
Senior	NOCO	\$60.00	\$64	\$67	\$3	5.00%
Senior Couple	NOCO	\$85.00	\$84	\$88	\$4	5.00%
Adult	JTY - Resident	\$45.00	\$39	\$41	\$2	5.00%
Adult Couple	JTY - Resident	\$63.00	\$58	\$61	\$3	5.00%
Family	JTY - Resident	\$79.00	\$89	\$94	\$4	5.00%
Youth	JTY - Resident	\$35.00	\$28	\$30	\$1	5.00%
Senior	JTY - Resident	\$35.00	\$28	\$30	\$1	5.00%
Senior Couple	JTY - Resident	\$54.00	\$48	\$51	\$2	5.00%
Adult	JTY - Neighboring	\$45.00	\$53	\$55	\$3	5.00%
Adult Couple	JTY - Neighboring	\$63.00	\$71	\$75	\$4	5.00%
Family	JTY - Neighboring	\$79.00	\$103	\$108	\$5	5.00%
Youth	JTY - Neighboring	\$35.00	\$37	\$39	\$2	5.00%
Senior	JTY - Neighboring	\$35.00	\$42	\$44	\$2	5.00%
Senior Couple	JTY - Neighboring	\$54.00	\$62	\$65	\$3	5.00%
Adult	JTY - Non-Resident	\$60.00	\$75	\$78	\$4	5.00%
Adult Couple	JTY - Non-Resident	\$85.00	\$98	\$103	\$5	5.00%
Family	JTY - Non-Resident	\$85.00	\$120	\$126	\$6	5.00%
Youth	JTY - Non-Resident	\$35.00	\$37	\$39	\$2	5.00%
Senior	JTY - Non-Resident	\$60.00	\$64	\$67	\$3	5.00%
Senior Couple	JTY - Non-Resident	\$85.00	\$84	\$88	\$4	5.00%
Young Adult	Cheyenne	\$50.00	\$37	\$39	\$2	5.00%
Adult	Cheyenne	\$50.00	\$56	\$58	\$3	5.00%
Adult Couple	Cheyenne	\$50.00	\$66	\$69	\$3	5.00%
Family	Cheyenne	\$50.00	\$74	\$77	\$4	5.00%
Senior	Cheyenne	\$50.00	\$49	\$52	\$2	5.00%
Senior Couple	Cheyenne	\$50.00	\$63	\$66	\$3	5.00%

2025 Preliminary Budget
Northern Colorado YMCA
Johnstown YMCA

Account Group Name	2025 Preliminary Budget	2024 Forecasted YE Actuals	YOY Variance
Revenue			
Program Revenue	188,683.00	156,000.00	32,683.00
Membership Revenue	1,735,000.00	1,535,491.00	199,509.00
Investment Income	0.00	0.00	0.00
Rental Income	76,000.00	71,000.00	5,000.00
Sales of Assets	0.00	0.00	0.00
Gaming	0.00	0.00	0.00
Sales of Inventory	956.00	0.00	956.00
Other Revenue	0.00	0.00	0.00
Revenue Allocations	0.00	0.00	0.00
Total Revenue	2,000,639.00	1,762,491.00	238,148.00

Expenses			
Salaries and Wages	1,132,000.00	1,072,000.00	60,000.00
Benefits	71,000.00	61,606.00	9,394.00
Payroll Taxes	108,500.00	98,100.00	10,400.00
Contracted Services	5,000.00	4,900.00	100.00
Program Supplies & Expenses	48,000.00	40,353.00	7,647.00
Occupancy	710,850.00	676,885.00	33,965.00
Special Event Expenses	0.00	0.00	0.00
Advertising & Promotion	0.00	0.00	0.00
Fundraising Expenses	1,000.00	183.00	817.00
Office Expenses	21,400.00	17,034.00	4,366.00
Technology	0.00	0.00	0.00
Travel & Related Expenses	3,000.00	1,054.00	1,946.00
Conferences & Training	11,500.00	5,106.00	6,394.00
Interest Expense	0.00	0.00	0.00
Organizational Dues	28,000.00	26,866.00	1,134.00
Insurance	25,108.48	25,108.00	0.48
Bad Debt	0.00	0.00	0.00
Miscellaneous Expense	1,000.00	992.00	8.00
Depreciation	7,000.00	7,000.00	0.00
Intra Y Allocation	401,000.00	378,875.00	22,125.00
Reserve Contributions	0.00	0.00	0.00
Total Expenses	2,574,358.48	2,416,062.00	158,296.48
Change in Net Assets	(573,719.48)	(653,571.00)	79,851.52